

ADVERTISEMENT FOR BIDS

YCS – Sawtelle Emmans Residence Kitchen Renovation

319 Emmans Road, Flanders, NJ 07836

YCS is soliciting sealed bids from qualified contractors for the renovation of the kitchen at the Sawtelle Emmans Residence in Flanders, NJ. Work generally includes demolition, accessibility modifications, installation of new cabinetry, countertops, flooring, appliances, lighting, painting, and related construction.

Bid documents with more details may be downloaded at <https://ycs.org> (click “get involved”) or obtained during either of the following walkthroughs located at 319 Emmans Rd, Flanders, NJ:

Walkthroughs

8/3/2026 – 1pm-3pm

8/7/2026 – 10am-12pm

No architectural or construction drawings have been prepared for this project. Contractors shall inspect the existing conditions during one of the scheduled pre-bid site visits and base their bids on their own observations, field measurements, and professional judgment. The selected Contractor shall be responsible for preparing any drawings, sketches, layouts, permit documents, or other construction documents required to obtain permits and complete the project in accordance with applicable building codes and regulations. All costs associated with field measurements, preparation of required drawings, permits, and coordination shall be included in the bid price.

Submission

Sealed bids with completed bidder’s package are due on 8/13/2026 at 4pm EST. No bids will be accepted after this date. Bids will be accepted via email, dropped off, or mailed. Please include the project name on the bid packet or on the subject line of the email. Contact information is below.

Drop off or Mailing Contact: YCS – Director of Facilities, 284 Broadway, Newark, NJ 07104, 973-482-8411

Email: purchasing@ycs.org

Bids will be publicly opened at project site on 8/18/2026 at 10am.

YCS reserves the right to reject any or all bids.

Small, minority-, women-, and veteran-owned businesses, and firms located in labor surplus areas are encouraged to submit bids.

Bidders Packet should include:

1. History of firm
2. CDBG experience
3. Experience with similar projects and list of at least 3 references
4. Capacity to complete scope of work and ability to limit disruption to home as residents will remain in home during the renovation
5. Project Cost Proposal
6. YCS Vendor Packet – New Vendor Form , NJ business registration certificate, and W9 found at <https://www.ycs.org/index.php/new-vendor-packet-2024-2025/>
7. To comply with applicable federal regulations consistent with CDBG funding, the attached "Specifications" must be contained in the contract documents. To expedite the review and approval process, include these attachments in their entirety at the back of the bid specifications.
 - a. Attachment A – Notice to Bidders – bidders must review
 - b. Attachment B – Bonding requirements – applicable only to projects over \$350,000
 - c. Attachment C – Executive Order 2 CFR 200.321 and MBE/WBE Solicitation Requirements – **bidders must complete and submit with packet**
 - d. Attachment D – Accessibility to Construction Site and Contractors Files – bidders must review
 - e. Attachment E – Interest of Other Parties – bidders must review
 - f. Attachment F – New Jersey Wage Law and Federal Labor Standards and Payroll Form – bidder must review/ selected bidder must complete during project
 - g. Attachment G – Contract and Subcontractor Clearance Requirements – **bidders must complete and submit with packet**
 - h. Attachment H – 2 CFR Part 200 Appendix II – bidders must review
 - i. Attachment I - Certification Regarding Lobbying – applicable only to projects over \$100,000
 - j. Attachment J – Housing Construction Standards – bidders must review
 - k. Attachment K – Section 3 Contracts with HUD-Assisted Funds over \$300,000 – applicable only to projects over \$300,000
 - l. Attachment L – Build America, Buy America – applicable only to projects with BABAA

Background Information

The kitchen at the YCS Sawtelle Emmans Residence, a group home for adults with intellectual and developmental disabilities and co-occurring mental health conditions, is in need of a full renovation. The current kitchen is outdated and worn, creating challenges for safe food preparation, accessibility, and upkeep. Modernizing the space will improve daily living conditions, support independent living skills, and enhance the overall health and safety of residents and staff.

A licensed contractor selected through a competitive bidding process will perform the work. Because the residents will remain in the home during renovations, YCS will prioritize hiring a contractor capable of completing the work efficiently, minimizing disruption. YCS staff will coordinate project oversight to ensure compliance with all applicable codes and CDBG requirements.

Scope of Work

YCS is soliciting bids for a complete renovation of the kitchen at the Sawtelle Emmans Residence located at 319 Emmans Road, Flanders, New Jersey.

The Contractor shall furnish all labor, supervision, materials, equipment, tools, permits, debris removal, and incidentals necessary to complete the project. Work shall include, but not be limited to, the following:

1. Construction Documents

- Complete project drawings and specifications prior to commencing work and obtain YCS approval.
- Coordinate field measurements and verify existing conditions before construction.
- Provide any shop drawings or product submittals required for approval prior to installation.

2. Demolition

- Protect adjacent occupied areas from dust and debris throughout construction.
- Demolish and remove existing kitchen cabinets, countertops, sink, fixtures, appliances, lighting, flooring, trim, and other items indicated on the plans.
- Remove one existing window and associated framing
- Dispose of all demolition debris in accordance with applicable regulations.
- Provide and maintain a 40-yard dumpster for debris removal throughout the project.

3. Framing and Accessibility Modifications

- Enlarge the existing kitchen doorway from approximately 38 inches to approximately 65 inches to improve accessibility.
- Construct a new doorway to provide an additional accessible entrance into the kitchen.
- Complete all required framing, headers, drywall repair, sheetrocking, finishing, and related structural modifications necessary to support the new openings.
- Patch and finish all adjacent surfaces disturbed by construction.

4. Cabinetry and Countertops

- Furnish and install new kitchen cabinetry as specified in the construction drawings.
- Furnish and install all required cabinet hardware.
- Furnish and install new countertops, including all necessary edge treatments, supports, and trim.

5. Plumbing

- Furnish and install a new kitchen sink and associated plumbing fixtures.
- Reconnect water supply, drain, and vent piping as required.
- Test all plumbing for proper operation and leaks upon completion.

6. Electrical and Lighting

- Furnish and install new lighting fixtures.
- Modify existing electrical circuits as required for the new kitchen layout.
- Provide electrical connections for all new appliances.

- Install new switches, receptacles, and cover plates as required.
- Ensure all electrical work complies with the current National Electrical Code and local requirements.

7. Appliances

- Furnish and install new residential-grade appliances including:
 - Refrigerator
 - Range/Oven
 - Range Hood
 - Dishwasher
 - Microwave
- Connect all appliances and verify proper operation.

8. Wall Finishes

- Furnish and install new backsplash in locations shown on the plans.
- Repair all drywall surfaces affected by construction.
- Prime and paint all walls and ceilings within the renovated kitchen using premium interior paint.

9. Flooring and Finish Carpentry

- Remove existing flooring as required.
- Furnish and install new finished flooring throughout the kitchen.
- Install new baseboards, door saddles, transitions, and other finish trim required for a complete installation.

10. Final Completion

- Remove all construction debris, equipment, and temporary protections from the site.
- Thoroughly clean the renovated kitchen prior to final acceptance.
- Test all installed systems and equipment to verify proper operation.
- Repair any damage caused by construction.
- Provide warranty information, operating manuals, and manufacturer documentation for all installed equipment and materials.
- Complete all punch list items prior to final payment.

Contractor Responsibilities

The Contractor shall coordinate work to minimize disruption to residents and staff, as the residence will remain occupied during construction. The Contractor shall maintain a clean and safe work area at all times and shall comply with all applicable OSHA safety requirements, CDBG regulations, Davis-Bacon labor standards, and New Jersey Prevailing Wage requirements, where applicable.

The Contractor shall be responsible for verifying all field dimensions and existing conditions prior to construction. Any discrepancies between existing conditions and the construction documents shall be reported to YCS before proceeding with the affected work.

Attachment A

NOTICE TO BIDDERS

Funding for this project is provided by the United States Department of Housing and Urban Development to the County of Morris. Therefore, the Federal Labor Standards Provisions and Davis Bacon wage rates and reporting will apply.

In all cases, the stricter of the Federal labor laws, when applicable, or New Jersey Department of Labor and Workforce standards (including the NJ Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq., for public works projects)) will apply.

Attention is called to the fact that the contractor must ensure that employees and applicants for employment are not discriminated against because of their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Small, Minority and Women's Business Enterprises are encouraged to submit bids.

To the greatest extent possible, opportunities for training and employment shall be given to lower-income residents of the project area and, when possible, contracts shall be awarded to business concerns owned by area residents.

ATTACHMENT B

BONDING REQUIREMENTS: Section 200.325

Bonding Requirements: Section 200.325 permits the Federal agency to accept the recipient's bonding policy and requirements if the Federal agency has determined that the Federal interest is adequately protected, and if not, the minimum requirements (abbreviated) are as follows:

- a) A bid guarantee from each bidder equivalent to five percent of the bid price.
The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified. **(Note: State of NJ requires ten percent of the bid price).**
- b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
- d) Bonding companies must be listed in OMB Circular 570, not just State of NJ.
<https://www.fiscal.treasury.gov/surety-bonds/list-certified-companies.html>

ATTACHMENT C

CFR 200.321

§ 200.321 Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.

(a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.

(b) Such consideration means:

(1) These business types are included on solicitation lists.

(2) These business types are solicited whenever they are deemed eligible as potential sources.

(3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types.

(4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types.

(5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring a contractor under a Federal award to apply this section to subcontracts.

MBE/WBE Solicitation form

Contractor's must document their efforts to solicit bids for subcontracted work and materials from MBE/WBE firms. Use attached form.

MBE/WBE CONTRACT SOLICITATION AND COMMITMENT STATEMENT

(1) Name of Bidder

(2) IFB Number

Address

Bid Opening Date

Telephone Number

Contact Person

(8) NOTE: List those certified minority/women owned businesses from which you solicited quotes or which contacted you and gave you quotes in regard to this invitation for bid. Bidder's contract with Subcontractors and suppliers should be at least five days prior to the bid opening date.

* (3) COMPANY NAME EIN/SSN TELEPHONE NUMBER	(4) MBE (X)	(4) WBE (X)	(5) TYPE OF CONSTRUCTION, EQUIPMENT, SERVICES AND/OR SUPPLIES TO BE PROVIDED TO THE PROJECT	(6) TOTAL DOLLAR AMOUNT OF QUOTE RECEIVED	* (7) TOTAL COMMITMENT DOLLAR AMOUNT

(9) NOTE Minimum Levels (MPL): MBE-5%, WBE-3%

A presumption of responsibility may be made if the dollar commitment of MBE/WBE reflects this minimum participation level.

(10) Prepared By

Telephone Number/E-mail Address:

Use additional sheets if necessary.

EXPLANATION OF COLUMN ITEMS

(MBE/WBE Contract Solicitation and Commitment Statement)

1. Provide your company name, address, telephone number.
2. Provide the Invitation for Bid (IFB) number, if available, bid opening date and bidder's contact person.
3. Enter the subcontractor's company name, Employer Identification Number (EIN), Social Security Number (SSN) and telephone number with area code. Only the company's name is a mandatory item.
4. Indicate whether or not the firm is an MBE/ WBE firm. Place a check mark in either the MBE column or the WBE column.
5. Indicate type of work to be performed and/or material to be supplied.
6. Enter the total dollar amount of the quote received.
7. Enter the dollar amount of the commitment which you have made to the MBE or WBE firm. If no amount is provided in this space, it will be presumed that your firm made no commitment to the MBE or WBE firm.
8. NOTE: You must include information on both solicited and unsolicited quotes. Failure to include a firm providing solicited or unsolicited quotes may result in the rejection of the bid. Five days is a guide. However, adequate time must be provided for sub-contractors and suppliers to respond to bids.
9. NOTE: If the minimum participation levels for this project are not achieved, you must provide a written explanation on this or a separate sheet explaining the failure to achieve the MPL for either MBE or WBE. Failure to provide this explanation will result in rejection of the bid as non-responsive.
10. Indicate the name and title of the person(s) who prepared the form, along with an e-mail address.

ATTACHMENT D

ACCESSIBILITY TO CONSTRUCTION SITE AND CONTRACTOR'S FILES

The municipality, the County of Morris, Department of Human Services, Division of Community & Behavioral Health Services, Office of Community Development and the U.S. Department of Housing and Urban Development shall have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment, material invoices, contractors' books of account, relevant data, and records.

ATTACHMENT E

INTEREST OF OTHER PARTIES

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefrom.

No member, officer or employees of the County of Morris or its designees or agents, no member of the governing body of the locality in which the project is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project shall, during his tenure or for one year thereafter, have any interest, direct or indirect, in this matter or the proceeds thereof.

ATTACHMENT F

FEDERAL LABOR STANDARDS PROVISIONS and NEW JERSEY WAGE LAW

**NJ law requires the contractor pay the HIGHER of State prevailing wages
or Davis-Bacon wages, for each class of worker**

Wage Rates

- A. This contract is subject to the requirements of the New Jersey Prevailing Wage Act, N.J.S.A. 34-11-56-25 *et. seq.* as amended which establishes a prevailing wage level for workmen engaged in public works.
- B. The current prevailing Davis-Bacon wage determination is contained within these contract documents; however, applicable rates are those wages and fringe benefit rates in effect on the date the contract is awarded. Rates may change between the time of issuance of the determination contained herein and the award of the contract. No adjustment in contract amount shall be made on account of any change in the prevailing rates. The Contractor must pay the higher of the Davis-Bacon Wage Rates or the New Jersey Prevailing Wage.
- C. When a public body engages in competitive bidding for public work subject to the provisions of the New Jersey Prevailing Wage Act (PWA), the person who makes the lowest bid for the contract by 10 percent or more under the amount of the next lowest bid shall prior to award of the contract certify to the public body on the Lowest Bidder Prevailing Wage Certification form that the prevailing wage rates required by the NJ Prevailing Wage Act will be paid in performing the work under the contract. . If the bidder does not provide the certification required prior to the award of the contract, the public body shall award the contract to the next lowest responsible and responsive bidder.
- D. In accordance with N.J.S.A. 34-11.56.38 this contract will not be awarded to bidders who are on the listing of Contractors and subcontractors debarred from public work pursuant to N.J.S.A. 34:11-56.37.

Insert Davis-Bacon Wage Decision When Received

A. 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.

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must 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. Frequently recurring classifications

- A.** In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B.** The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

- A.** The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must 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.

iv. Fringe benefits not expressed as an hourly rate

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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

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, in accordance with the criteria set forth in 29 CFR 5.28, 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.

- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, 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.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D.** A contractor's assignee(s);
- E.** A contractor's successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

- A. Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- B. Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- C. Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working 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; and

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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor’s or subcontractor’s agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must 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, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii Equal employment opportunity** The use of apprentices and journeymen under this part must 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 must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

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 the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it 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 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons 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 to 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 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

3. Withholding for unpaid wages and liquidated damages

i. Withholding process The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii Priority to withheld funds The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its reprocurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
- D.** A contractor’s assignee(s);
- E.** A contractor’s successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her 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 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

U.S. Department of Labor

Wage and Hour Division

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.



U.S. Wage and Hour Division

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
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PROJECT LOCATION	WAGE DETERMINATION NO.	WEEK ENDING DATE	PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS ADDRESS
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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.	(J) JOURNEYWORKER (RA) REGISTERED APPRENTICE	LABOR CLASSIFICATION	ST = STRAIGHT TIME OT = OVERTIME		HOURS WORKED EACH DAY (TOP) DAYS OF WORK WEEK (BOTTOM) DATES		TOTAL HOURS WORKED FOR WEEK	HOURLY WAGE RATE PAID FOR ST AND OT	TOTAL FRINGE BENEFIT CREDIT	PAYMENT IN LIEU OF FRINGE BENEFITS	GROSS AMT EARNED	GROSS AMT EARNED FOR ALL WORK	DEDUCTIONS FOR ALL WORK				NET PAY TO WORKER FOR ALL WORK
							TAX WITH-HOLDINGS	FICA									OTHER (MUST SPECIFY, SEE INSTRUCTIONS)	TOTAL DEDUCTIONS			
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While use of Form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federal or federally financed construction contracts to, on a weekly basis, "furnish a statement on the wages paid each employee during the prior week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors and subcontractors to submit weekly certified payrolls to the appropriate Federal agency if the agency is a party to the contract (or, if the agency is not such a party, to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency). Each certified payroll must be accompanied by a signed "Statement of Compliance" (e.g., page 2 of the WH-347 or another document with identical wording) indicating that the certified payrolls are accurate and complete, and that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review the information to determine whether workers have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

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: 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. 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. The classifications reported for each laborer or mechanic are the classification(s) of work that each worker actually performed. 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 ☐ OA ☐ SAA ☐ OA ☐ SAA ☐ OA ☐ SAA	NAME OF LABOR CLASSIFICATION					
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	TOTAL HOURLY CREDIT
	FB TYPE	FB TYPE	FB TYPE	FB TYPE	FB TYPE	
PLAN NO.	PLAN NO.	PLAN NO.	PLAN NO.	PLAN NO.	PLAN NO.	
☐ Funded	☐ Unfunded	☐ Funded	☐ Unfunded	☐ Funded	☐ Unfunded	☐ Funded ☐ 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 \$	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 \$	Hourly Credit \$	Hourly Credit \$
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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 \$	Hourly Credit \$	Hourly Credit \$
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.						

ATTACHMENT-G

**CONTRACTOR and SUBCONTRACTOR CLEARANCE
REQUIREMENTS**

COMPANY NAME: _____

OFFICE ADDRESS: _____

PHONE NUMBER: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER¹: _____

UNIQUE ENTITY IDENTIFIER (UEI)¹ (required): _____

Identify if the firm is: ☐ WBE ☐ MBE* ☐ SECTION 3

*Identify Race or Ethnicity: _____

Amount of Subcontract: \$ _____

PRINCIPAL OFFICERS

PRESIDENT: _____

ADDRESS: _____

VICE PRESIDENT:

ADDRESS: _____

TREASURER:

ADDRESS

SECRETARY:

ADDRESS

¹Your EIN number is required to obtain debarment clearance. You are responsible for compliance with all Federal regulations as this is a federal project. Contractors and subcontractors are responsible to incorporate the highest wage decision from Federal and State for each job title. A weekly report of subcontractors and certified payrolls are required from contractors and subcontractors. **Failure to comply with the submission of documentation or required corrections could result in withholding of progress and/or final payments.**

ATTACHMENT H

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Appendix II

- (A) Contracts for more than the simplified acquisition threshold, currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, **must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
1. **Termination of Contract for Cause.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Public Body shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Public Body, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Public Body for damages sustained by the Public Body by virtue of any breach of the Contract by the Contractor, and the Public Body may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Public Body from the Contractor is determined.
 2. **Termination for Convenience of the Public Body.** The Public Body may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the Contract is terminated by the Public Body as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Contractor, Paragraph 1 hereof relative to termination shall apply.
- (C) **Equal Employment Opportunity.** Applicable to all construction contracts over \$10,000. During the performance of this Contract, the Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60) as follows:
1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, sex, color, 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, religion, sex, color, 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 Public Body setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sexual orientation, gender identity sex, or national origin.
3. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contract or subcontracts for standard commercial supplies or raw materials.

(D) **Title VI of the Civil Rights Act of 1964.** No person shall, on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal funds.

(E) **Section 109 of the Housing and Community Development Act of 1974.** No person in the United States shall on the grounds of race, color, national origin, disability, age, religion, or sex be excluded from participation in, or be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

(F) **Davis-Bacon Act**, as amended (40 U.S.C. 3141- 3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

Attach HUD form 4010 Federal Labor Standards Provisions.

(G) **Contract Work Hours and Safety Standards Act** Applicable to contracts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(H) **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and

any implementing regulations issued by the awarding agency.

- (I) **Clean Air Act** (42 U.S.C. 7401- 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended - Compliance with the applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15) is required for all contracts, subcontracts and subgrants of amounts in excess of \$150,000. For all such Contracts, all Contractors and subcontractors agree to the following requirements:

1. A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
2. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. A stipulation that as a condition for the award of the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities.
4. Agreement by the Contractor that he will include or cause to be included the criteria and requirements in paragraph (a) through (d) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provision.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

- (J) **Debarment and Suspension** (Executive Orders 12549 and 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Use www.SAM.gov

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

- (L) **Procurement of recovered materials.**- Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

ATTACHMENT I
CERTIFICATION REGARDING 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 or 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 contract documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

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

Name of Company: _____

Authorized Signature: _____

Print Name: _____

Date: _____

ATTACHMENT J

HOUSING CONSTRUCTION STANDARDS

The structure must meet the standards set by the New Jersey State and local codes.

The contractor is responsible for obtaining all permits and complying with local building codes.

ATTACHMENT K

SECTION 3 CONTRACTS WITH HUD-ASSISTED FUNDS OVER \$300,000 (\$150,000 FOR LEAD HAZARD CONTROL)

SECTION 3 Applies to construction projects where the total amount of HUD-assisted funds to the project (including multiple-phased projects where funding has been disbursed in increments on a yearly basis to the same activity) exceeds a threshold of \$300,000. (The threshold is \$150,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs).

ATTACHMENT K

SECTION 3 CLAUSE FOR THE PROCUREMENT DOCUMENTS AND CONTRACTS

All Section 3 covered contracts and subcontracts, procurement documents and solicitations must include the following clause:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which 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 75 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. The contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. Said notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.
- E. The contractor agrees to hire, to the greatest extent feasible, Section 3 workers as new hires, or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical hiring goals, despite its efforts to comply with the provisions of this clause.
- F. The contractor agrees to attempt to recruit from within the grantee's service area to fill employment opportunities generated by Section 3 covered assistance through local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area and providing preference for these opportunities in the following order: Section 3 Residents residing in the service area or neighborhood in which the Section 3 covered project is located (Targeted Section 3 Workers); Participants in YouthBuild Programs, and Other Section 3 Residents.
- G. The contractor agrees to maintain records documenting Section 3 residents that were hired to work on previous Section 3 covered projects or activities that were retained by the

contractor for subsequent Section 3 covered projects or activities.

- H. The contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- I. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- J. The contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.
- K. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- L. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

_____ Contractor Name	_____ Contractor Signature	_____ Date
_____ Subcontractor Name	_____ Subcontractor Signature	_____ Date
_____ Subcontractor Name	_____ Subcontractor Signature	_____ Date
_____ Subcontractor Name	_____ Subcontractor Signature	_____ Date

Add page for additional subcontractors

ATTACHMENT L

FOR PROJECTS WITH BABAA

BUILD AMERICA, BUY AMERICA ACT (BABAA)

The Build America, Buy America Act (BABAA) was signed into law in November 2021 as part of the Infrastructure Investment and Jobs Act. BABAA establishes a domestic content procurement preference known as the “Buy America Preference” (BAP) for Federal infrastructure spending. In general, BAP requires that all iron, steel, manufactured products, and construction materials used in infrastructure projects funded with Federal financial assistance (FFA) must be produced in the United States, unless a waiver is in place requiring otherwise. Bidders shall submit evidence of materials produced in the United States as part of the submission.

BABAA CLAUSE FOR THE PROCUREMENT DOCUMENTS AND CONTRACTS

All Build America, Buy America (BABAA) covered contracts and subcontracts, procurement documents and solicitations must include the following clause:

Contractor shall comply with the Build America, Buy America Act Section 70912, enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub. L. 117-58. The Act establishes domestic content procurement preference for infrastructure projects. (1) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) All manufactured products and construction materials used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation. 5 IIJA, § 70923(a) & (b)(1). 6 OMB Memorandum M-21-26, Increasing Opportunities for Domestic Sourcing and Reducing the Need for Waivers from Made in America Laws available at: <https://www.whitehouse.gov/wp-content/uploads/2020/11/M-21-06.pdf> 7 For the purposes of this guidance, a “Buy America” preference is a domestic content procurement preference as defined in IIJA, § 70912(2). 8 IIJA, § 70912 (5) & (7). 9 See Appendix I: Example of Award Term - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials. 2 (3) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

BABAA BIDDER'S CERTIFICATION

Attach this form to all Bids for all HUD-assisted funding infrastructure projects.

Project Name			
BIDDER COMPANY NAME		BIDDER COMPANY ADDRESS	

PURPOSE: This Bidder Certification Form is used to certify that, as required by federal law, materials listed in the bid(s) attached meet the requirements of the Build America, Buy America Act (BABAA), also known as the Buy America Program (BAP).

The undersigned certifies that the iron, steel, manufactured products, and construction materials used in any contract awarded under this bid proposal will meet BABAA requirements (if applicable), including:

- ☐ **Iron and Steel:** All iron and steel used in the project are produced in the United States, meaning that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- ☐ **Construction Materials:** (Not applicable for 2023 and earlier funding) All construction materials are manufactured in the United States, meaning that all manufacturing processes for the construction material occurred in the United States. *Minor additions of materials or binding agents to a construction material do not change the categorization of the material.*
- ☐ **Manufactured Products:** (Not applicable to 2024 and earlier funding) All manufactured products were produced in the United States. To be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

As a bidder for the project, I hereby certify that I have read, understand, and will comply with the Build America, Buy America provisions as required by federal law and that the materials in the attached Bid meet the requirements of the Build America, Buy America Act and accompanying guidance. Furthermore, I understand that BABAA provisions apply to any and all portions of this project, including subcontracted portions.

I also agree to provide a completed and signed *BABAA Contractor/Subcontractor Certification* with each payment request to the Municipality/Agency along with documentation verifying the material meets all requirements of BABAA.

I understand that a false statement on this Certification may be grounds for rejection or termination of any contract.

Contractor Name: _____

Contractor Signature: _____ Date: _____

BABAA CONTRACTOR/SUBCONTRACTOR CERTIFICATION

Project Name			
CONTRACTOR/ SUBCONTRACTOR NAME		CONTRACT NUMBER	
CONTRACTOR/ SUBCONTRACTOR ADDRESS		INVOICED PERIOD	
		INVOICED AMOUNT	

PURPOSE: This Contractor Buy America Certification form is used to certify that, as required by federal law, materials listed meet the requirements of the Build America, Buy America Act (BABAA), also known as the Buy America Program (BAP).

Contractors and Subcontractors must complete and sign a copy of this form and submit with each payment request to the Municipality or Agency, along with receipts and/or other documentation showing evidence of BABAA compliance. Evidence includes, but is not limited to, Made in the USA labels or product details information labels with country of origin, or Manufacturer Certification Letters that confirm products used for the infrastructure project comply with BABAA. Letters may include project name and location, contract/project number, description of products and identify location of production.

The undersigned certifies that the iron, steel, manufactured products, and construction materials used in this contract is in full compliance with the BABAA requirements (if applicable), including:

- ☐ **Iron and Steel:** All iron and steel used in the project are produced in the United States, meaning that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- ☐ **Construction Materials:** (Not applicable to 2023 and earlier projects) All construction materials are manufactured in the United States, meaning that all manufacturing processes for the construction material occurred in the United States. *Minor additions of materials or binding agents to a construction material do not change the categorization of the material.*
- ☐ **Manufactured Products:** (Not applicable to 2024 and earlier projects) All manufactured products were produced in the United States. To be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

I Certify that in accordance with the BABAA requirements and absent an applicable waiver, all of the iron, steel, manufactured products and construction materials used were produced in the United States.

Authorized Representative (Name): _____

Signature: _____ Date: _____

