SUPPLEMENTAL CONTRACT CONDITIONS

FEDERAL LABOR STANDARDS

and

SECTION 3 ECONOMIC OPPORTUNITIES

These conditions are applicable to contracts funded in whole or in part by federal funds and for Pima County Community and Workforce Development Department contracts funded by the U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) Program and HOME Investment Partnerships (HOME) Program.

NOTE: Whenever following the federal labor standards provisions that refer to "the local public agency or public body", those provisions refer to "Pima County, a municipal corporation."

The information contained in this document is subject to change without notice. Please check with the program manager for any changes to this guide.
CDBG and HOME CONSTRUCTION PROJECT
FORM SUBMITTAL REQUIREMENTS

The following information is provided as a guide for the submittal of required contract forms and reporting requirements for projects assisted by Community Development Block Grant and HOME funds. It is not intended to be comprehensive and is not a waiver of any other applicable federal requirements. Contractors are encouraged to read and understand all of the documents in this section. The following forms must be returned to:

Ana Durazo, Program Coordinator
Attn: CDBG Program
Community & Workforce Development Department
2797 E. Ajo Way, 3rd Floor
Tucson, AZ 85713
(520) 724-2696

Marcos Ysmal, Housing Program Manager
Attn: HOME Program
Community & Workforce Development
Pima County Housing Center
801 W. Congress Street
Tucson, AZ 85745
(520) 724-2460

After a conditional notice of award, and prior to issuance of a notice to proceed, the selected contractor will:

1. Confirm with Pima County the Wage Determination that will apply to the Project and be included in all bid packages.

2. Submit the following information:
   - Affirmative Action Plan
   - Contractor’s Notification of Subcontracts Awarded
   - Certification of Applicable Fringe Benefit Payments
   - Attachment A – Section 3 Clause
   - Attachment B – Section 3 Assurance
   - Attachment C – Estimated Project Workforce Breakdown
   - Attachment D – Section 3 Business Self-Certification
   - Attachment E – Section 3 Resident Self-Certification

After construction work has commenced the following forms are to be submitted:

- U.S. Department of Labor Weekly Payroll Form WH-347 - to be submitted on a weekly basis by the prime contractor and all subcontractors for all work covered under this contract.
- Authorization for deductions (if applicable)
- Attachment D – Section 3 Business Self-Certification (on-going)
- Attachment E – Section 3 Resident Self-Certification (on-going)
- Attachment F – Section 3 Summary Report HUD Form 60002 (after completion of project)

Forms attached to this document can be provided to you by email or by downloading them from the websites provided. Please contact county staff for assistance.
AFFIRMATIVE ACTION PLAN

TO INSURE EQUAL OPPORTUNITY IN HIRING AND EMPLOYMENT FOR ALL WORK FUNDED THROUGH THE PIMA COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

ALL CONTRACTORS AND SUB-CONTRACTORS AGREE TO TAKE THE FOLLOWING ACTIONS:

1. ENDORSE THE FOLLOWING STATEMENT: THE UNDERSIGNED CONTRACTOR HAS AGREED THAT IT WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, OR NATIONAL ORIGIN AND WILL TAKE AFFIRMATIVE ACTION TO INSURE THAT APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, OR NATIONAL ORIGIN. FURTHERMORE, THIS CONTRACTOR HAS AGREED THAT, TO THE GREATEST EXTENT FEASIBLE, OPPORTUNITIES FOR TRAINING AND EMPLOYMENT WILL BE GIVEN TO LOWER INCOME RESIDENTS OF THE PROJECT AREA AND CONTRACTS FOR WORK IN CONNECTION WITH THE PROJECT WILL BE AWARDED TO BUSINESS CONCERNS WHICH ARE LOCATED IN, OR OWNED IN SUBSTANTIAL PART BY PERSONS RESIDING IN, THE AREA OF THE PROJECT.

2. WHEN HIRING ANY SUBCONTRACTORS, TO PROVIDE AN OPPORTUNITY FOR ANY MINORITY OWNED FIRMS LOCATED WITHIN PIMA COUNTY TO BID FOR THE JOB.

3. REPORT TO THE OFFICE OF COMMUNITY DEVELOPMENT ON THE FIRM’S TOTAL EMPLOYEES, BY RACE AND SEX.

4. SEND A COPY OF THIS AFFIRMATIVE ACTION PLAN TO ANY COLLECTIVE BARGAINING ORGANIZATION WITH WHICH THE CONTRACTOR HAS AN AGREEMENT.

5. POST THE EQUAL OPPORTUNITY POSTER AND THIS AFFIRMATIVE ACTION PLAN IN A CONSPICUOUS LOCATION AVAILABLE TO EMPLOYEES.

HEREBY AGREES TO ABIDE BY THE PROVISIONS OF THIS AFFIRMATIVE ACTION PLAN.

NAME OF FIRM: ________________________________________________________________

SIGNATURE & TITLE ____________________________________________________________

DATE

Revised August 2020
# CONTRACTOR’S NOTIFICATION OF SUBCONTRACTS AWARDED

Covered Area: PIMA COUNTY

Month of: ________________

<table>
<thead>
<tr>
<th>SUBCONTRACTOR’S NAME &amp; ADDRESS</th>
<th>CONTRACT AMOUNT</th>
<th>ESTIMATED STARTING DATE</th>
<th>ESTIMATED COMPLETION DATE</th>
<th>CRAFTS TO BE USED</th>
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INSURATIONS FOR PREPARATION OF STATEMENT OF COMPLIANCE

This statement of compliance meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay fringe benefits as predetermined by the Department of Labor, in addition to payment of the minimum rates. The contractor’s obligation to pay fringe benefits may be met by payment of the fringes to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes.

The contractor should show on the face of his payroll all monies paid to the employees whether as basic rates or as cash in lieu of fringes. The contractor shall represent in the statement of compliance that he is paying to other fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions follow:

Contractors who pay all required fringe benefits:

A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor shall continue to show on the face of his payroll the basic cash hourly rate and overtime rate paid to his employees just as he has always done. Such a contractor shall check paragraph 4(a) of the statement to indicate that he is also paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in Section 4(c).

Contractors who pay no fringe benefits:

A contractor who pays no fringe benefits shall pay to the employee and insert in the straight time hourly rate column of his payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on the basic or regular rate plus the required cash in lieu of fringes at the straight time rate. To simplify computation of overtime, it is suggested that the straight time basic rate and cash in lieu of fringes be separately stated in the hourly rate column, thus $3.25/.40. In addition, the contractor shall check paragraph 4(b) of the statement to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in Section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid to the employees as cash in lieu of fringes, and the hourly amount paid to plans, funds, or programs as fringes.
FORM B
To be completed by Prime and All Subcontractors

CERTIFICATION OF APPLICABLE FRINGE BENEFIT PAYMENTS

Project Name: ___________________________

Project Number: ___________________________

Use this form to identify those bona fide fringe benefit plan(s) in which your employees are participating. List third party plans, funds or trustees to which your firm makes fringe benefit payments in the interest of your employees. Provide an hourly equivalent of each fringe type (in dollars). If your firm does not participate in approved fringe benefit type plans, then check the box below.

<table>
<thead>
<tr>
<th>Classification and Fringe Benefit Provided:</th>
<th>Hourly Rate:</th>
<th>Name and Address of Plan or Fund:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Health and Welfare Pension Vacation Apprentice/Training</td>
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<tr>
<td>2) Health and Welfare Pension Vacation Apprentice/Training</td>
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<tr>
<td>3) Health and Welfare Pension Vacation Apprentice/Training</td>
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</tr>
</tbody>
</table>

OR: (Check if Applicable)

☐ I certify that I do not make payments to approved fringe benefit plans, funds or programs.

___________________________________________  By __________________________
Contractor Company Name                                      Signature

___________________________________________    Title
Phone Number

Date

Revised August 2020
DAVIS BACON CERTIFIED PAYROLL GUIDANCE

1. The certified payrolls may be submitted using the standard WH-347 form from the Department of Labor. However, contractors may also use their own payrolls provided it has all the required information from the WH-347.

2. All payroll certifications must be signed by an officer of the company. If someone other than an officer is designated to sign these documents, an authorization must be on contractor’s company letterhead and submitted to the engineer (or contracted equivalent) designating that individual to sign payroll certifications.

3. Payrolls (including subcontractors) must be submitted on a weekly basis to the engineer (or contracted equivalent).

4. Payrolls must be numbered in sequence. “No Work” payrolls must be submitted when no work is performed, and must be numbered in the same sequence as work payrolls.

5. Job classifications must conform to those listed on the Wage Decision issued for the project. Equipment operators must show the type of equipment operated. Laborer must show the type of labor performed (landscaping, unskilled labor, etc.)

6. Apprentices and Trainees must submit certification through the Department of Labor to be recognized as such and receive the appropriate wages.

7. Deductions from employee’s wages, other than those listed on the Payroll Deduction Authorization Form must be authorized by the employee who must complete the form referenced above.

8. Subcontractors must complete certified payrolls also and comply with all Davis-Bacon related items.
# ADDITIONAL CLASSIFICATION RATE FORM

[Link to HUD Form 4230A](https://www.hud.gov/sites/dfiles/OCHCO/documents/4230A.pdf)

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<table>
<thead>
<tr>
<th>U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT</th>
<th>HUD FORM 4230A</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT OF ADDITIONAL CLASSIFICATION AND RATE</td>
<td>OMB Approval Number 2501-0011</td>
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<tr>
<th>1. FROM (name and address of requesting agency)</th>
<th>2. PROJECT NAME AND NUMBER</th>
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<tr>
<th>3. LOCATION OF PROJECT (City, County and State)</th>
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<th>4. BRIEF DESCRIPTION OF PROJECT</th>
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<th>5. CHARACTER OF CONSTRUCTION</th>
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- Building
- Residential
- Heavy
- Other (specify)

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<tr>
<th>6. WAGE DECISION NO. (include modification number, if any)</th>
<th>7. WAGE DECISION EFFECTIVE DATE (LOCK-IN):</th>
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<tr>
<th>COPY ATTACHED</th>
<th>DATE</th>
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<tr>
<th>8. WORK CLASSIFICATION(S)</th>
<th>9. FRIME CONTRACTOR (name, address)</th>
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<tr>
<th>10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)</th>
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<tr>
<th>Check All That Apply:</th>
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- The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.
- The proposed classification is utilized in the area by the construction industry.
- The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision.
- The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).
- Supporting documentation attached, including applicable wage decision.

<table>
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<th>Check One:</th>
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- Approved, meets all criteria. DOL confirmation requested.
- One or more classifications fail to meet all criteria. DOL decision requested.

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<th>FOR HUD USE ONLY</th>
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<th>Agency Representative (Typed name and signature)</th>
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<th>Date</th>
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<th>Log out:</th>
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<tbody>
<tr>
<td>Name of Contractor</td>
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<tbody>
<tr>
<td>Name and Individual Identifying Number</td>
<td>Work Classification</td>
<td>Hours Worked Each Day</td>
<td>Total Hours</td>
<td>Rate of Pay</td>
<td>Gross Amount Earned</td>
<td>Payroll Tax</td>
<td>Other Deductions</td>
<td>Total Deductions</td>
</tr>
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(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ — Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

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<tr>
<th>EXCEPTION (CRAFT)</th>
<th>EXPLANATION</th>
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REMARKS:

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.
AUTHORIZATION FOR DEDUCTIONS

The undersigned authorize deductions, as noted, to be made from their wages. It is understood that these deductions are:

a) in the interest of the employee;
b) not a condition of employment;
c) in no direct or indirect financial benefit accruing to the employer; and
d) not otherwise forbidden by law.

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<tr>
<th>EMPLOYEE NAME</th>
<th>DATE/DURATION</th>
<th>AMOUNT</th>
<th>PURPOSE</th>
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<td>Print Name</td>
<td>Date/Duration</td>
<td>Deduction Amount</td>
<td>Purpose</td>
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Signature of Authorized Representative of Employer: _________________________________

Authorized Representative’s Name and Title: ______________________________________

Company Name: ________________________________ Date: ________________

Revised August 2020

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

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

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conferred under 29 CFR 5.5(a)(1) and(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers. (ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

Page 1 of 5
of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work performed for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2) (B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Wherever the Secretary of Labor has found under 29 CFR 5. (a)(1) (iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I (b)(2) (B) of the Davis- Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5. (a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only include an individually identifying number for each employee (e.g., the last four digits of the employee’s social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm, or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5. (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5. (a)(3)(i), and that such information is correct and complete;
(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A. 3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A. 3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the contractor’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee’s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by form HUD-4010 (06/2009).
the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor’s firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3 (a) of the Davis-Bacon Act or 29 CFR 5.12 (a)(1) or to be awardedHUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3 (a) of the Davis-Bacon Act or 29 CFR 5.12 (a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S. C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., “Federal Housing Administration t ransactions”, provides in part: “W hoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both.”

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.
(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

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

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

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

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

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

Executive Order 11246, As Amended

Subpart B – Contractors’ Agreements

SEC. 202

Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor’s legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers’ representative of the contractor’s commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

SEC. 203

a. Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
b. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
c. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency’s practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, that to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.
d. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer’s practices and policies do not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.


SEC. 204

a. The Secretary of Labor may, when the Secretary deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this Order in any specific contract, subcontract, or purchase order.
b. The Secretary of Labor may, by rule or regulation, exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no
recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers of workers; or (4) to the extent that they involve subcontracts below a specified tier.

c. Section 202 of this Order shall not apply to a Government contractor or subcontractor that is a religious corporation, association, educational institution, or society, with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities. Such contractors and subcontractors are not exempted or excused from complying with the other requirements contained in this Order.

d. The Secretary of Labor may also provide, by rule, regulation, or order, for the exemption of facilities of a contractor that are in all respects separate and distinct from activities of the contractor related to the performance of the contract: provided, that such an exemption will not interfere with or impede the effectuation of the purposes of this Order; and provided further, that in the absence of such an exemption all facilities shall be covered by the provisions of this Order.

SECTION 3 COMPLIANCE

FOR CONTRACTS REQUIRED TO COMPLY WITH SECTION 3
EMPLOYMENT OPPORTUNITIES FOR LOW INCOME
HOUSEHOLDS IN THE PROJECT AREA

Pima County will monitor compliance with such provisions and standards on behalf of the County of Pima. The successful bidder will be required to complete the following forms in order to comply. A brief explanation of the form and when the form is to be submitted to Pima County are listed below. If you have any questions concerning Section 3 or the forms to be submitted, contact the CDBG or HOME Program Manager (see page 1). Attachments are lettered A through H for CDBG/HOME and I through K for HOME, only.

A. SECTION 3 CLAUSE (2 pages) This form needs to be included in all bid documents for Section 3 covered projects.

B. SECTION 3 ASSURANCE (1 page) This form is to be completed by the Prime Contractor and submitted as a part of the bid package or within 3 days of contract award. Completion of this form provides assurance that the Prime Contractor will comply with Section 3 requirements.

C. ESTIMATED PROJECT WORK FORCE BREAKDOWN (1 page) This form is to be completed by the Prime Contractor and submitted as a part of the bid package or within 3 days of contract award. This form identifies additional positions needed to complete the Section 3 covered project.

D. SECTION 3 BUSINESS SELF-CERTIFICATION (1 page) This form is to be completed by the Prime Contractor and Sub-Contractors (if applicable), and submitted as a part of the bid package or within 3 days of contract award. The bidder completes this form to qualify as a Section 3 business concern.

E. SECTION 3 RESIDENT SELF-CERTIFICATION (1 page) This form is to be completed by newly hired employee(s) of the Prime Contractor and/or Sub-Contractor if applicable, and submitted as a part of the bid package, within 3 days of contract award, or as employees is newly hired through the life of the contract/project. The bidder completes this form to qualify as a Section 3 business concern.

F. SECTION 3 SUMMARY REPORT HUD Form 60002 (after project completion).

G. TUCSON/PIMA COUNTY INCOME LIMITS - 80% AREA MEDIAN INCOME (1 page)

HOME Program – Additional Section 3 Forms. Also, other requirements on forms A – H, above.

- HUD Form 6002 for HOME must report on the period beginning July 1 and ending June 30 during every year of construction and every year HOME funds are expended (i.e. after construction for release of retention).

- HUD Form 2516 for contracts and subcontracts of $10,000 or more for the period beginning October 1 and ending September 30 during every year of construction and every year HOME funds are expended (i.e. after construction for release of retention).

- HUD Form 40107, Part III only, for period beginning July 1 and ending June 30 during every year of construction and every year HOME funds are expended (i.e. after construction for release of retention).
City of Tucson Sub-contractors List submitted upon start of construction, updated whenever new subcontractors are added, and annually for the period beginning \textbf{July 1} and ending \textbf{June 30} during every year of construction and every year HOME funds are expended (i.e. after construction for release of retention).

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ATTACHMENT A

I. Section 3 Clause

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

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible; be directed to low- and very low-income persons, particularly persons who are of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR, Part 135, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractors commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR, Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR, Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR, Part 135.

E. The contractor will certify that any vacant employment positions including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR, Part 135 require employment opportunities to be directed, were not filled to circumvent the contractors obligations under 24 CFR, Part 135.

F. Noncompliance with HUD's regulations in 24 CFR, Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b)–
II. Providing Other Economic Opportunities

a) General. In accordance with the findings of the Congress, as stated in Section 3, that other economic opportunities offer an effective means of empowering low-income persons, a recipient is encouraged to undertake efforts to provide to low-income persons economic opportunities other than training, employment, and contract awards, in connection with Section 3-covered assistance.

b) Other training and employment related opportunities. Other economic opportunities to train and employ Section 3 residents include, but need not be limited to, use of "upward mobility", "bridge" and trainee positions to fill vacancies; hiring Section 3 residents in management and maintenance positions within other housing developments; and hiring Section 3 residents in part-time positions.

c) "Other Business Related Economic Opportunities

1) A recipient or contractor may provide economic opportunities to establish stabilize or expand Section 3 business concerns, including micro-enterprises. Such opportunities include, but are not limited to the formation of Section 3 joint ventures, financial support for affiliating with franchise development, use of labor only contracts for building trades, purchase of supplies and materials from housing authority resident-owned businesses, purchase of materials and supplies from PHA resident-owned businesses and use of procedures under 24 CFR, Part 963 regarding HA contracts to HA resident owned businesses. A recipient or contractor may employ these methods directly or may provide incentives to non-Section 3 businesses to utilize such methods to provide other economic opportunities to low-income persons.

2) A Section 3 joint venture means an association of business concerns, one of which qualifies as a Section 3 business concern, formed by written joint venture agreement to engage in and carry out a specific business venture for which purpose the business concerns combine their efforts, resources, and skills for joint profit, but not necessarily on a continuing or permanent basis for conducting business generally, and for which the Section 3 business concern:

(i) Is responsible for a clearly-defined portion of the work to be performed and holds management responsibilities in the joint venture; and

(ii) Performs at least 25 percent of the work and is contractually entitled to compensation proportionate to its work.

III. Certifications and Reporting:
The attached certifications must be submitted upon contract execution, prior to commencing contract activities and the attached annual report is required annually and prior to final draw.
ATTACHMENT B

THIS DOCUMENT IS TO BE SUBMITTED BY THE BIDDER WITH THE BID DOCUMENTS OR WITHIN 3 DAYS OF CONTRACT AWARD

SECTION 3 ASSURANCE

1. I, the undersigned, ______________________, as official representative of ______________________
   (Printed Name) (Contractor) agree to comply with Section 3 requirements, to include recordkeeping and reporting, for the
   ______________________. It is understood that failure to comply may result in the following sanctions: Cancellation, Termination or Suspension of this contract in whole or in part.

2. Prime Contractor
   a. The number of positions needed in this project: ______________________
   
   Details of occupational categories provided in Attachment B _____ (Yes)

   b. The number of these positions to be filled by regular, permanent employees: ______________

   c. The number of positions projected to be filled by low income area residents: ______________
   
   Details of occupational categories provided in Attachment B _____ (Yes)

3. Subcontractors/Vendors
   a. The number of subcontractors projected to be utilized for this project: ______________

   b. The number of subcontractors projected to be Section 3 businesses: ______________

   c. The number of businesses/suppliers projected to be utilized: ______________
   
   Dollar amount: $ ______________

   d. The number of businesses/suppliers projected to be Section 3 businesses/suppliers: ______________
   
   Dollar amount: $ ______________

________________________________________  ______________________
Authorized Signature                          Date
ATTACHMENT C

SECTION 3 ESTIMATED PROJECT WORK FORCE BREAKDOWN
&
STATEMENT OF INTENT TO FULFILL OBLIGATION

PROJECT NAME: 

CONTRACT NO: 

PRIME CONTRACTOR/SUBCONTRACTOR NAME: 

OPPORTUNITIES PLAN

☐ The contractor has identified _____ employment opportunities during the term the contract (if no opportunities have been identified, enter 0). The Contractor affirms that the jobs identified shall be for meaningful employment that may or may not be related to the scope of work of this contract. 

☐ The Contractor has identified _____ subcontracting opportunities. 

☐ The Contractor qualifies as a Section 3 Business Enterprise (See Attachment D Business Certification)

<table>
<thead>
<tr>
<th>Job Category</th>
<th>Total Estimated Positions Needed for Project</th>
<th>No. of Positions Occupied by Current Employees</th>
<th>No. of Positions NOT filled by Current Employees</th>
<th>No. of Positions to be filled with Section 3 Residents</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professionals</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technicians</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office/Clerical</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other non-building Trades</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Workers</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Building Trades Workers (List Trades & Numbers Below:)

<table>
<thead>
<tr>
<th>Trades</th>
<th>Numbers</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

TOTALS

Contractor Signature: ______________________

Title: ______________________ Date: ________

Revised August 2020
### ATTACHMENT D

**SECTION 3 ELIGIBLE BUSINESS CERTIFICATION**

To be continued for certification as a Section 3 Business Concern, a business must complete this form and provide all required supporting documentation. An Individual Certification for Section 3 Resident owner or employee certifying that each individual meets the HUD definition of a Section 3 Resident.

<table>
<thead>
<tr>
<th>Business Name:</th>
<th>Phone No:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>Fax No:</td>
</tr>
<tr>
<td>City:</td>
<td>State:</td>
</tr>
<tr>
<td>Zip:</td>
<td></td>
</tr>
<tr>
<td>Email Address:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sole Proprietor</th>
<th>Corporation</th>
<th>Partnership</th>
<th>Limited Liability</th>
</tr>
</thead>
</table>

Date Business Established

Federal Tax ID or Social Security No.

<table>
<thead>
<tr>
<th>Total No. of:</th>
<th>*No. of Section 3 Employees:</th>
<th>Percentage of Section 3 Employees:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employees:</td>
<td></td>
<td>%</td>
</tr>
</tbody>
</table>

*Must provide completed Individual Certification forms for each employee

Please select “Yes” or “No”. If you answer “Yes” to one or more of the following questions, you may designate your company as a Section 3 Business Enterprise.

1. 51% or more of the business is owned by Section 3 Resident; or
   - YES
   - NO

2. 30% or more of the company’s full-time employees are Section 3 Residents, or were Section 3 Residents within the past 3 years; or
   - YES
   - NO

3. The company can provide evidence, as required, of a commitment to subcontract 25% or more of all subcontract dollars to a certified and qualified Section 3 Business Enterprises.
   - YES
   - NO

A Section 3 Resident is a public housing resident or an individual who resides in the covered Metropolitan area or the County if not within metropolitan area and is a low income person as identified by HUD, *(see certification instructions for HUD definitions and income limits)*

Business Owner’s Name (printed):

Title:

Signature:

Date:

Revised August 2020
ATTACHMENT E

SECTION 3 RESIDENT SELF-CERTIFICATION

This form to be used by individual persons requesting to be certified by the Pima County as a Section 3 Resident for purposes of Section 3 employment opportunities on HUD-funded projects. □ Construction   □ Non-construction

| Project: __________________________ | Contract No: _________ |
| Contractor Name: __________________ |                     |
| Job Title: ________________________ | Hire Date: _________ |
| Name: _____________________________ | Phone No: _________ |
| Physical Address: __________________ | (No PO Box Addresses) |
| City, State, Zip: __________________ | Email Address: ______ |

Please complete Household Size and Income:

My household size (total persons in household) is: ____________
My total annual income is: __________________
My total current monthly income is: __________________

County Use only:

Income at/below: __________
Verified: __________ Date: __________

I hereby certify, under penalty or perjury, that all of the information provided above is true and correct. I agree to provide acceptable documentation, if requested, that confirms the accuracy of my residency, household size, income, and employment.

Employee Name (Print): __________________________ Date: ________

Employee Signature: __________________________
ATTACHMENT F

(see next page)
### Part I: Employment and Training (**Columns B, C and F are mandatory fields. Include New Hires in E & F)**

<table>
<thead>
<tr>
<th>Job Category</th>
<th>Number of New Hires</th>
<th>Number of New Hires that are Sec. 3 Residents</th>
<th>% of Aggregate Number of Staff Hours of New Hires that are Sec. 3 Residents</th>
<th>% of Total Staff Hours for Section 3 Employees and Trainees</th>
<th>Number of Section 3 Trainees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professionals</td>
<td></td>
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<tr>
<td>Technicians</td>
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<tr>
<td>Office/Clerical</td>
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<tr>
<td>Construction by Trade (List)</td>
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<td>Trade</td>
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<tr>
<td>Construction by Trade (List)</td>
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<td>Trade</td>
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<tr>
<td>Construction by Trade (List)</td>
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<td>Construction by Trade (List)</td>
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<td>Trade</td>
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<td>Construction by Trade (List)</td>
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<tr>
<td>Other (List)</td>
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</tr>
</tbody>
</table>

* Program Codes

- 1 = Flexible Subsidy
- 2 = Section 202/811
- 3 = Public/Indian Housing
- 4 = Homeless Assistance
- 5 = HOME
- 6 = HOME State Administered
- 7 = CDBG Entitlement
- 8 = CDBG State Administered
- 9 = Other CD Programs
- 10 = Other Housing Programs
## Part II: Contracts Awarded

1. **Construction Contracts:**
   - A. Total dollar amount of all contracts awarded on the project: $
   - B. Total dollar amount of contracts awarded to Section 3 businesses: $
   - C. Percentage of the total dollar amount that was awarded to Section 3 businesses: %
   - D. Total number of Section 3 businesses receiving contracts

2. **Non-Construction Contracts:**
   - A. Total dollar amount all non-construction contracts awarded on the project/activity: $
   - B. Total dollar amount of non-construction contracts awarded to Section 3 businesses: $
   - C. Percentage of the total dollar amount that was awarded to Section 3 businesses: %
   - D. Total number of Section 3 businesses receiving non-construction contracts

## Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

- Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- Other; describe below.

Public reporting for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, mandates that the Department ensures that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very-low-income persons, particularly those who are recipients of government assistance housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as self-monitoring tool. The data is entered into a database and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.
Form HUD-60002, Section 3 Summary Report, Economic Opportunities for Low- and Very Low-Income Persons.

Instructions: This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any public and Indian housing programs that receive: (1) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to recipients of housing and community development assistance in excess of $200,000 expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards); (2) housing construction; or (3) other public construction projects; and to contracts and subcontracts in excess of $100,000 awarded in connection with the Section-3-covered activity.

Form HUD-60002 has three parts, which are to be completed for all programs covered by Section 3. Part I relates to employment and training. The recipient has the option to determine numerical employment/training goals either on the basis of the number of hours worked by new hires (columns B, D, E and F). Part II of the form relates to contracting, and Part III summarizes recipients' efforts to comply with Section 3.

Recipients or contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons.* A recipient of Section 3 covered assistance shall submit one copy of this report to HUD Headquarters, Office of Fair Housing and Equal Opportunity. Where the program providing assistance requires an annual performance report, this Section 3 report is to be submitted at the same time the program performance report is submitted. Where an annual performance report is not required, this Section 3 report is to be submitted by January 10 and, if the project ends before December 31, within 10 days of project completion. Only Prime Recipients are required to report to HUD. The report must include accomplishments of all recipients and their Section 3 covered contractors and subcontractors.

HUD Field Office: Enter the Field Office name .
1. Recipient: Enter the name and address of the recipient submitting this report.
2. Federal Identification: Enter the number that appears on the award form (with dashes). The award may be a grant, cooperative agreement or contract.
3. Dollar Amount of Award: Enter the dollar amount, rounded to the nearest dollar, received by the recipient.
4 & 5. Contact Person/Phone: Enter the name and telephone number of the person with knowledge of the award and the recipient's implementation of Section 3.
6. Reporting Period: Indicate the time period (months and year) this report covers.
7. Date Report Submitted: Enter the appropriate date.

Submit one (1) copy of this report to the HUD Headquarters Office of Fair Housing and Equal Opportunity, at the same time the performance report is submitted to the program office. The Section 3 report is submitted by January 10. Include only contracts executed during the period specified in item 8. PHAs/IHAs are to report all contracts/subcontracts.

The Secretary may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the Secretary's findings such that variations are necessary because of prevailing levels of construction costs or unusually high or low-income families. Very low-income persons mean low-income families (including single persons) whose incomes do not exceed 50 percent of the median family income area, as determined by the Secretary with adjustments for smaller and larger families, except that

* The terms "low-income persons" and very low-income persons" have the same meanings given the terms in section 3 (b) (2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 percent of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that

Ref 24 CFR 135

Revised August 2020

Page 31
### 2020
**HOME PROGRAM INCOME LIMITS**
**CITY OF TUCSON / PIMA COUNTY**

*(EFFECTIVE 07/01/2020)*

<table>
<thead>
<tr>
<th>NUMBER OF PERSONS</th>
<th>EQUAL TO OR LESS THAN 80% OF MEDIAN INCOME</th>
<th>EQUAL TO OR LESS THAN 60% OF MEDIAN INCOME</th>
<th>EQUAL TO OR LESS THAN 50% OF MEDIAN INCOME</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Person family</td>
<td>$38,300</td>
<td>$28,740</td>
<td>$23,950</td>
</tr>
<tr>
<td>2 Person family</td>
<td>$43,800</td>
<td>$32,880</td>
<td>$27,400</td>
</tr>
<tr>
<td>3 Person family</td>
<td>$49,250</td>
<td>$36,960</td>
<td>$30,800</td>
</tr>
<tr>
<td>4 Person family</td>
<td>$54,700</td>
<td>$41,040</td>
<td>$34,200</td>
</tr>
<tr>
<td>5 Person family</td>
<td>$59,100</td>
<td>$44,340</td>
<td>$36,950</td>
</tr>
<tr>
<td>6 Person family</td>
<td>$63,500</td>
<td>$47,640</td>
<td>$39,700</td>
</tr>
<tr>
<td>7 Person family</td>
<td>$67,850</td>
<td>$50,940</td>
<td>$42,450</td>
</tr>
<tr>
<td>8 Person family</td>
<td>$72,250</td>
<td>$54,180</td>
<td>$45,150</td>
</tr>
</tbody>
</table>

*For families with more than 8 persons, please contact the City at 837-5329 for assistance in calculating the appropriate income limits.*
### ATTACHMENT H

**HUD FORM 2516 FOR CONTRACTS AND SUBCONTRACTS OF $10,000 OR MORE**

Initially and Annually for Period Beginning October 1 and ending September 30

---

<table>
<thead>
<tr>
<th>Contract and Subcontract Activity</th>
<th>U.S. Department of Housing and Urban Development</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>OMB Approval No.: 2577-0022</td>
</tr>
<tr>
<td></td>
<td>OMB Approval No.: 2500-0331</td>
</tr>
</tbody>
</table>

---

**Form Instructions**:

- **Frequency of Reporting**: Initially and annually for the period beginning October 1 and ending September 30.
- **Submission Requirements**: Forms must be submitted electronically to the nearest HUD office.
- **Reporting Period**: March 1 to March 31.

---

**Mandatory Reporting**:

- **Agency Name**: *Contractor Name*
- **Address**: *Address*
- **Telephone**: *Telephone*
- **Fax**: *Fax*
- **Web Site**: *Web Site*
- **E-mail**: *E-mail*

---

<table>
<thead>
<tr>
<th>Year</th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>August</th>
<th>September</th>
<th>October</th>
<th>November</th>
<th>December</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td></td>
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</tr>
</tbody>
</table>

---

**Program Codes**:

- **Housing Public Housing Only**
  - 1 = Street Address
  - 2 = City
  - 3 = State
  - 4 = Zip

---

**Incorrect Information**

- *Incorrect Information*

---

**Construction and Repair**

- *Construction and Repair*

---

**Housing Public Housing Only**

- *Housing Public Housing Only*

---

**Contractor Information**

- *Contractor Information*

---

**Attachment**

- *Attachment*
END OF ATTACHMENT H
ATTACHMENT I

HUD FORM 40107 HOME PROGRAM ANNUAL PERFORMANCE REPORT
https://www.hud.gov/sites/documents/19671_40107.PDF
For period beginning October 1 and ending September 30
Complete Part III only

<table>
<thead>
<tr>
<th>Part I</th>
<th>Participant Identification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Participant Number</td>
<td>2. Participant Name</td>
</tr>
<tr>
<td>3. Name of Person completing this report</td>
<td>4. Phone Number (Include Area Code)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part II</th>
<th>Program Income</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Part III</th>
<th>Minority Business Enterprises (MBE) and Women Business Enterprises (WBE)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Contracts</td>
<td></td>
</tr>
<tr>
<td>1. Number</td>
<td></td>
</tr>
<tr>
<td>2. Dollar Amount</td>
<td></td>
</tr>
<tr>
<td>B. Sub-Contracts</td>
<td></td>
</tr>
<tr>
<td>1. Number</td>
<td></td>
</tr>
<tr>
<td>2. Dollar Amount</td>
<td></td>
</tr>
<tr>
<td>C. Contracts</td>
<td></td>
</tr>
<tr>
<td>1. Number</td>
<td></td>
</tr>
<tr>
<td>2. Dollar Amount</td>
<td></td>
</tr>
<tr>
<td>D. Sub-Contracts</td>
<td></td>
</tr>
<tr>
<td>1. Number</td>
<td></td>
</tr>
<tr>
<td>2. Dollar Amount</td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT J

City of Tucson Sub-contractor’s List
Submitted at start of project, whenever new subs are added, and annually beginning October 1 and ending September 30

**SUB-CONTRACTORS LIST**

<table>
<thead>
<tr>
<th>Work Category</th>
<th>Subcontractor’s Name &amp; AZ ROC License Number</th>
<th>Value of Contract</th>
<th>Tax ID # (9 digits)</th>
<th>DUNS #</th>
<th>Ethnic Code</th>
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</tbody>
</table>

Contractor:
Address:

City & State:

Signature
Printed Name

For COT Use Only:
Approved By:
Approval Date:

Revised August 2020