

# Community Development Block Grant (CDBG)

Subrecipient Forms, Documents, and Instructions



## PINAL COUNTY

WIDE OPEN OPPORTUNITY

Pinal County, AZ  
31 North Pinal Street  
POB 1348

Florence, AZ 85132  
Phone: (520) 866-6266

## Helpful links

24 CFR Part 570: <https://www.ecfr.gov/cgi-bin/text-idx?SID=62759e1f750c67828c4bd6d1e3ca4d3c&mc=true&node=pt24.3.570&rgn=div5>

2 CFR Part 200: <https://www.ecfr.gov/cgi-bin/text-idx?SID=53896bd3debf2b91e6890b07eb559f6&mc=true&node=pt2.1.200&rgn=div5>

2 CFR Part 58: [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title24/24cfr58\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title24/24cfr58_main_02.tpl)

Income limits:

[https://www.hudexchange.info/incomecalculator/?utm\\_source=HUD+Exchange+Mailing+List&utm\\_campaign=cfd6a12ee3-FY\\_2020\\_CDBG\\_Hopwa\\_NS\\_Inc\\_Rent\\_Lim+\\_2020&utm\\_medium=email&utm\\_term=0\\_f32b935a5f-cfd6a12ee3-19591066](https://www.hudexchange.info/incomecalculator/?utm_source=HUD+Exchange+Mailing+List&utm_campaign=cfd6a12ee3-FY_2020_CDBG_Hopwa_NS_Inc_Rent_Lim+_2020&utm_medium=email&utm_term=0_f32b935a5f-cfd6a12ee3-19591066)

Mapping system to determine LMI:

<https://hud.maps.arcgis.com/home/item.html?id=ffd0597e8af24f88b501b7e7f326bedd>

Environmental Review: <https://www.hudexchange.info/programs/environmental-review/>

Davis Bacon and Labor Standards

Wage Decision: [https://www.hud.gov/program\\_offices/davis\\_bacon\\_and\\_labor\\_standards](https://www.hud.gov/program_offices/davis_bacon_and_labor_standards)

Forms: [https://www.hud.gov/program\\_offices/davis\\_bacon\\_and\\_labor\\_standards/olrform](https://www.hud.gov/program_offices/davis_bacon_and_labor_standards/olrform)

Section 3 Compliance: [https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/section3/section3](https://www.hud.gov/program_offices/fair_housing_equal_opp/section3/section3)

# File Checklist

The following files must be maintained for each project:

## 1. Application

	Source	Date	Complete
Application			
Amendments			
Notice of Award			
Correspondence			
National Objective Documentation			
Eligible Activity Documentation			
Project Timeline			

## 2. Special Income Survey

	Source	Date	Complete
Survey Tabulation Form			
Definition and map of Service Area			
Responses maintained for a minimum of 5 years			

## 3. Environmental Review

	Source	Date	Complete
Determination of level of review with detailed project description			
Project Map			
Correspondence to agencies			
Statutory Checklist Part 58 Form			
Back up Documentation			
Environmental Justice Form			
Authority to Use Grant Funds			

## 4. Subrecipient Agreement

	Source	Date	Complete
Executed Agreement including:			
Amount of Award			
Contract Period			
Statement of Work			

Budget by Activity			
Schedule by Activity			
Standard Provisions			
Authorized Official			
Authorization to use funds			
Amendments			

5. Procurement

	Source	Date	Complete
Bid Documents including:			
Description of Project Scope			
Reference to the Use of federal Funds			
Federal Project Provisions			
Insurance Certifications and Bonding			
Wage Decision and updates			
Approvals from legal and procurement			
Public Notice and Affidavits of Publication			
Copy of Bid Responses			
Pre-Bid Conference Notes			
Rational for Award			
Notice of Award and Non Award			
SAM.gov Verification			
Executed Agreement			
FSRS Report			
Notice to Proceed			
Communications			
Acceptance of Project			

6. Labor Standards

	Source	Date	Complete
Wage Decision			
Interview Forms			
Payroll Reports			
Documentation of Fringe Benefits			
Section 3 Compliance			

Restitution			
Communications			

7. Quarterly and Closeout Reporting

	Source	Date	Complete
Quarter 1			
Quarter 2			
Quarter 3			
Quarter 4			
Quarter 5			
Quarter 6			
Quarter 7			
Quarter 8			
Closeout			
Monitoring Letters			
Monitoring Reports			
Correspondence			

8. Financial Record

	Source	Date	Complete
Ledger			
Invoice 1			
Payment			
Invoice 2			
Payment			
Invoice 3			
Payment			
Invoice 4			
Payment			

9. Affirmatively Furthering Fair Housing

- a. Evidence of three activities completed each year

## Application

Each participating community will receive an allocation of funding based upon the Board of Supervisors method of distribution. The amount set aside for distribution is provided by HUD each year and is based upon the proportionate share of the funding for the communities as determined by HUD's calculation.

Applications to propose and apply for CDBG funding are available at [www.pinal.gov/grants](http://www.pinal.gov/grants). In preparation for submitting an application, the following items should be considered:

1. How does the proposed project benefit low to moderate income people?
2. What is the service area? This should be represented in a map based upon who will receive the benefit of the project.
3. What census tract and block group is the service area located? This can be verified by visiting <https://www.census.gov/geographies/reference-maps/2010/geo/2010-census-tract-maps.html>.
4. Is the service area determined to be low to moderate income? This can be verified either by a special income survey or by visiting <https://hud.maps.arcgis.com/home/item.html?id=ffd0597e8af24f88b501b7e7f326bedd>.
5. How ready is the project to be completed? The following may be completed prior to submitting an application a) environmental review, b) engineering, c) special income survey.
6. Is a budget available for the project that is allowable, reasonable, and allocable?
7. Has a realistic schedule for project completion been established?

Non-profits may also submit an application. The total amount of funding available for non-profit public services may not exceed 15% of the total amount of funds received by the county. A proposed public service activity must take into consideration the following:

1. The type of the project must be included within the list of eligible activities in the CDBG regulations. The CDBG regulations also list activities that are explicitly ineligible. Additionally, maintenance and operation expenses and equipment purchases are ineligible except as part of an eligible public service.
2. CDBG projects must meet at least one of three national objectives. However, public service activities provided by non-profits typically fall under the service to low and moderate-income persons.
3. The project must be consistent with the objectives and strategies outlined in the County's Consolidated Plan. The Consolidated Plan is accessible on the County's website at [www.pinal.gov/grants](http://www.pinal.gov/grants).
4. Public Services activities must be either NEW or have a Quantifiable Increase in the level of service.
5. The project must be able to be completed within the timeframe covered by the Sub-recipient Agreement (typically a one-year timeframe).
6. A nonprofit must be registered with [www.sam.gov](http://www.sam.gov).
7. Specific documentation is required, see the application for a complete list.

## Special Income Survey

A Special income survey is required when the service area by census and HUD calculations are not considered low to moderate income or the project area does not encompass an entire census tract and therefore determination of LMI status is not readily available.

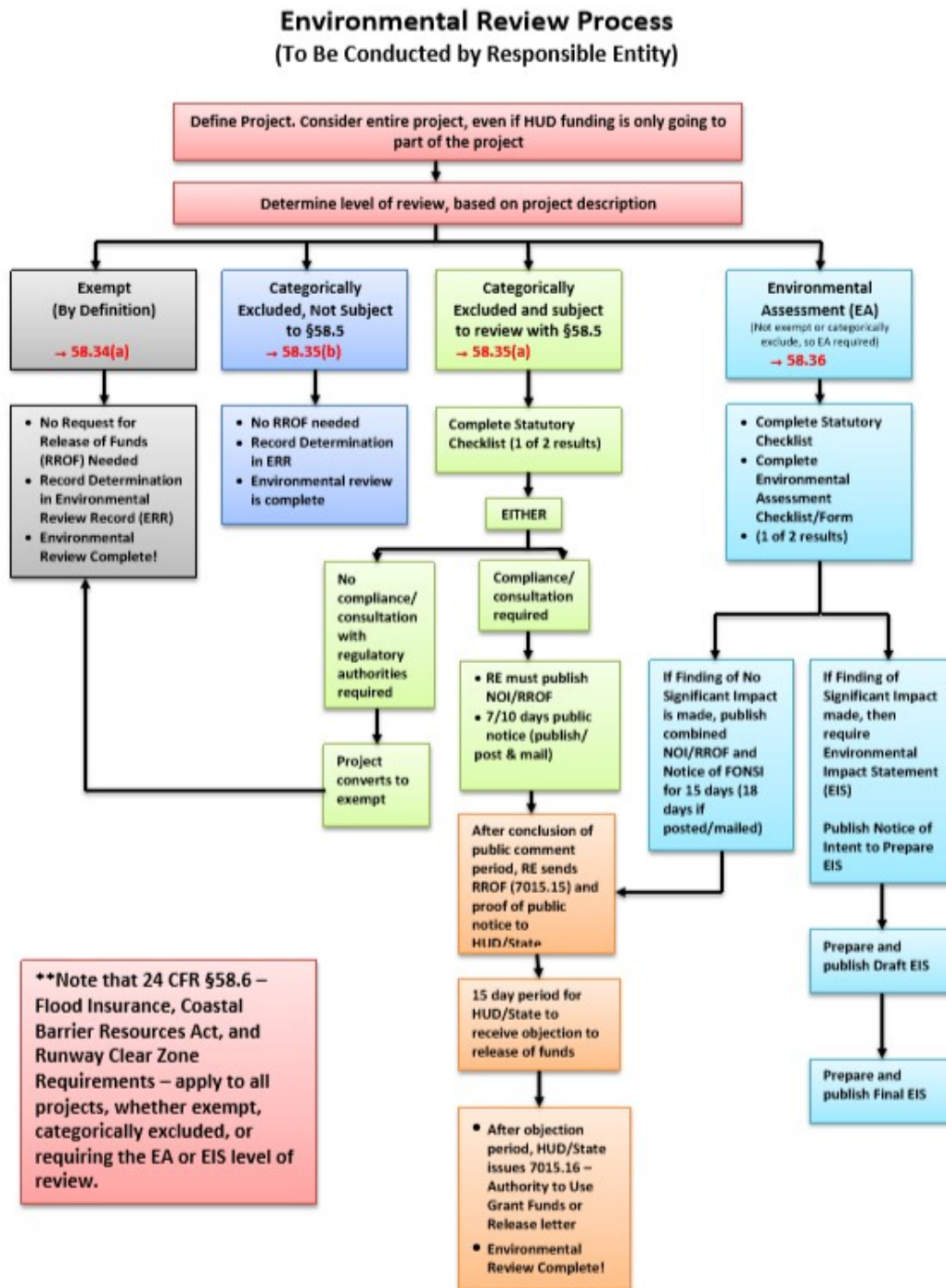
Surveys are done through a random sampling of the housing units. The number of surveys mailed is dependent upon the total number of housing units within the service area. All surveys require a 75% response rate from the total number of households surveyed. See the chart below to determine how many households will need to be surveyed.

Total Number of Households in the Service Area	Number of Households to be Surveyed
50	46-50
60	51-59
80	67-75
110	89-97
150	116-124
210	152-160
290	192-200
400	236-244
700	319-327
1200	396-404
1800	446-454
2500	480-488
Figures in this table represent a 95% Confidence Level (accuracy) and a 4% Confidence Interval (margin of error). For figures not represented on the table, refer to the Sample Size Calculator found at <a href="https://www.surveysystem.com/sscalc.htm">https://www.surveysystem.com/sscalc.htm</a>	

If a special income survey is required, please contact the CDBG Specialist for a methodology, sample survey, and survey results tabulation form.

# Environmental Review

Each project must have a complete environmental review prior to an executed subrecipient agreement and authority to use grant funds. Review the information below to determine the level of the environmental review required. Pinal County CDBG staff serves as the Environmental Review Officer and Certifying Officer, however your involvement is critical. Follow the steps below to proceed with your environmental review of your project.





Letters may be written to applicable agencies giving them a minimum of 35 days to respond to your request. In some cases, websites may provide the information you are needing. The following charts include instructions and contact information on the applicable areas of the environmental review.

The following **must** be contacted

**Environmental Protection Agency (EPA)**

U.S. Environmental Protection Agency Headquarters  
Attn: Environmental Review Record Process/Clearance  
1200 Pennsylvania Avenue, NW  
Washington, DC 20460  
Phone: 202-272-0167

U.S. Environmental Protection Agency – Region 9  
Attn: Environmental Review Record Process/Clearance  
75 Hawthorne Street  
San Francisco, CA 94105  
Phone: 415-947-8000 / (Toll-free outside of California: (866) EPA-WEST)

**Water Quality**

Arizona Department of Environmental Quality  
Water Division  
Attn: Environmental Review Record Process/Clearance  
1110 W. Washington Street  
Phoenix, AZ 85007  
Phone: 602-771-2300

Pinal County Public Works Department  
Water Resources  
Contact: Lonnie Frost  
Email: [Lonnie.frost@pinal.gov](mailto:Lonnie.frost@pinal.gov)  
Phone: 520-866-6293

**The following Tribal contacts are provided IF your project is within their area. See the chart below for additional information.**

Gila River Indian Community  
Barnaby V. Lewis, THPO  
PO Box 2140  
Sacaton, AZ 85147  
Phone: 520-562-7162  
Fax: 520-562-5083  
Email: [barbaby.lewis@gric.nsn.us](mailto:barbaby.lewis@gric.nsn.us)

Tohono Nation  
Peter L. Steere, THPO  
PO Box 837  
Sells, AZ 85634  
Phone: 520-383-3622 x 103  
Fax: 520-383-0217

Email: [peter.steere@tonation-nsn.gov](mailto:peter.steere@tonation-nsn.gov)

Ak-Chin Indian Community  
42507 W Peters and Naill Rd  
Maricopa, AZ 85138  
Phone: 520-568-1000  
Email: [info@ak-chin.nsn.us](mailto:info@ak-chin.nsn.us)

San Carlos Apache Tribe  
Administration  
PO Box "o"  
San Carlos, AZ 85550  
Phone: 928-475-2361  
Fax: 928-475-2567

ONLY IF DIRECTED BY SHPO/THPO (A.R.S. §41-865 village ruins or burial grounds are thought to exist)

The Arizona State Museum  
The University of Arizona  
1013 East University Blvd. P.O. Box 210026  
Tucson, AZ 85721  
Phone: 520-621-6302  
Fax: 520-621-2976

Advisory Council on Historic Preservation  
Attn: Director  
401 F Street NW, Suite 308  
Washington, DC 20001-2637  
Phone: 202-517-0200  
Email: [achp@achp.gov](mailto:achp@achp.gov)

**Environmental Review  
for Activity/Project that is Exempt or  
Categorically Excluded Not Subject to Section 58.5  
Pursuant to 24 CFR Part 58.34(a) and 58.35(b)**

**Project Information**

**Project Name:**

**Grant Recipient** (if different than Responsible Entity):

**Preparer:**

**Project Location:**

**Description of the Proposed Project** [24 CFR 58.32; 40 CFR 1508.25]:

**Level of Environmental Review Determination:**

- Activity/Project is Exempt per 24 CFR 58.34(a)
- Activity/Project is Categorically Excluded Not Subject To §58.5 per 24 CFR 58.35(b)

**Funding Information**

**Estimated Total HUD Funded Amount:**

**This project anticipates the use of funds or assistance from another Federal agency in addition to HUD in the form of** (if applicable):

**Estimated Total Project Cost** (HUD and non-HUD funds) [24 CFR 58.32(d)]:

**Compliance with 24 CFR §50.4 and §58.6 Laws and Authorities**

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

<b>STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §58.6</b>		
<b>Airport Runway Clear Zones and Accident Potential Zones</b>  24 CFR Part 51 Subpart D	Yes    No <input type="checkbox"/> <input type="checkbox"/>	Indicate project location on map_ <a href="https://adot.maps.arcgis.com/apps/OnePage/basicviewer/index.html?appid=2526932c847e4f8d84d3e1195e316282">https://adot.maps.arcgis.com/apps/OnePage/basicviewer/index.html?appid=2526932c847e4f8d84d3e1195e316282</a>
<b>Flood Insurance</b>  Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes    No <input type="checkbox"/> <input type="checkbox"/>	Indicate project location on map <a href="https://msc.fema.gov/portal/home">https://msc.fema.gov/portal/home</a>

**Mitigation Measures and Conditions [40 CFR 1505.2(c)]**

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure

Preparer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title/Organization: \_\_\_\_\_

# Environmental Review for all other projects

## Project Information

**Project Name:**

**Grant Recipient** (if different than Responsible Entity):

**Preparer:**

**Project Location:**

**Description of the Proposed Project** [24 CFR 50.12 & 58.32; 40 CFR 1508.25]:

**Statement of Purpose and Need for the Proposal** [40 CFR 1508.9(b)]:

**Existing Conditions and Trends** [24 CFR 58.40(a)]:

## Funding Information

**Estimated Total HUD Funded Amount:**

**Estimated Total Project Cost** (HUD and non-HUD funds) [24 CFR 58.32(d)]:

## **Compliance with 24 CFR 50.4, 58.5, and 58.6 Laws and Authorities**

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

<b>Compliance Factors:</b> Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance determinations
<b>STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 &amp; 58.6</b>		
<b>Airport Hazards</b>  24 CFR Part 51 Subpart D	Yes    No <input type="checkbox"/> <input type="checkbox"/>	Indicate project location on map. <a href="https://adot.maps.arcgis.com/apps/OnePane/basicviewer/index.html?appid=2526932c847e4f8d84d3e1195e316282">https://adot.maps.arcgis.com/apps/OnePane/basicviewer/index.html?appid=2526932c847e4f8d84d3e1195e316282</a>  If the project is near a Pinal County Airport, consult with: Pinal County Airport Department Contact: Jim Petty Email: <a href="mailto:jim.petty@pinal.gov">jim.petty@pinal.gov</a>  Website: <a href="https://www.hudexchange.info/environmental-review/airport-hazards/">https://www.hudexchange.info/environmental-review/airport-hazards/</a>
<b>Coastal Barrier Resources</b>  Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes    No <input type="checkbox"/> <input checked="" type="checkbox"/>	Arizona is not a coastal state. Website: <a href="http://coast.noaa.gov">coast.noaa.gov</a>
<b>Flood Insurance</b>  Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes    No <input type="checkbox"/> <input type="checkbox"/>	Indicate project location on map <a href="https://msc.fema.gov/portal/home">https://msc.fema.gov/portal/home</a>  Guidance: <a href="https://www.hudexchange.info/programs/environmental-review/floodplain-management/">https://www.hudexchange.info/programs/environmental-review/floodplain-management/</a>  <a href="https://www.hudexchange.info/programs/environmental-review/flood-insurance/">https://www.hudexchange.info/programs/environmental-review/flood-insurance/</a>

**STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 & 58.5**

<p><b>Clean Air</b></p> <p>Clean Air Act, as amended, particularly section 176(c) &amp; (d); 40 CFR Parts 6, 51, 93</p>	<p>Yes    No</p> <p><input type="checkbox"/>    <input type="checkbox"/></p>	<p>Contact:</p> <p>Arizona Department of Environmental Quality (ADEQ) Office of Air Quality Attn: Environmental Review Record Process/Clearance Phone: 602-771-8500 or 602-771-4287 Submit request via email to Dodie O’bier at <a href="mailto:obier.dodie@azdeq.gov">obier.dodie@azdeq.gov</a></p> <p>Pinal County Air Quality Department Contact: Michael Sundblom Email: <a href="mailto:Michael.sundblom@pinal.gov">Michael.sundblom@pinal.gov</a> Phone: 520-866-6929</p> <p>Guidance: <a href="https://www.hudexchange.info/programs/environmental-review/air-quality/">https://www.hudexchange.info/programs/environmental-review/air-quality/</a> Non-Attachment area Mapping Tool: <a href="http://www.epa.gov/emetdata/em4et.home">http://www.epa.gov/emetdata/em4et.home</a></p>
<p><b>Coastal Zone Management</b></p> <p>Coastal Zone Management Act, sections 307(c) &amp; (d)</p>	<p>Yes    No</p> <p><input type="checkbox"/>    <input checked="" type="checkbox"/></p>	<p>Arizona is not a coastal state.</p> <p>Website: coast.noaa.gov</p>
<p><b>Contamination and Toxic Substances</b></p> <p>24 CFR Part 50.3(i) &amp; 58.5(i)(2)</p>	<p>Yes    No</p> <p><input type="checkbox"/>    <input type="checkbox"/></p>	<p>Indicate the project location on the map_ <a href="https://enviro.epa.gov/">https://enviro.epa.gov/</a></p>
<p><b>Endangered Species</b></p> <p>Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402</p>	<p>Yes    No</p> <p><input type="checkbox"/>    <input type="checkbox"/></p>	<p>Contact:</p> <p>Arizona Game and Fish Department Non-Game Branch Attn: Environmental Review Record Process/Clearance 5000 W. Carefree Hwy Phoenix, AZ 85086-5000 Phone: 602-842-3000 Email: <a href="mailto:pep@azgfd.gov">pep@azgfd.gov</a></p> <p>Guidance: <a href="https://www.hudexchange.info/programs/environmental-review/endangered-species/">https://www.hudexchange.info/programs/environmental-review/endangered-species/</a> Endangered species data: <a href="http://www.fws.gov/endangered/">http://www.fws.gov/endangered/</a></p>

<p><b>Explosive and Flammable Hazards</b></p> <p>24 CFR Part 51 Subpart C</p>	<p>Yes    No</p> <p><input type="checkbox"/>   <input type="checkbox"/></p>	<p>Indicate the project location on the map  <a href="https://enviro.epa.gov/">https://enviro.epa.gov/</a></p> <p>Guidance:  <a href="https://www.hudexchange.info/programs/environmental-review/explosive-and-flammable-facilities/">https://www.hudexchange.info/programs/environmental-review/explosive-and-flammable-facilities/</a></p>
<p><b>Farmlands Protection</b></p> <p>Farmland Protection Policy Act of 1981, particularly sections 1504(b) and 1541; 7 CFR Part 658</p>	<p>Yes    No</p> <p><input type="checkbox"/>   <input type="checkbox"/></p>	<p>If your project is not located in farmlands, provide a map which shows the project area  <a href="http://websoilsurvey.nrcs.usda.gov/app/HomePage.htm">http://websoilsurvey.nrcs.usda.gov/app/HomePage.htm</a></p> <p>If it is located on or near farmlands, contact:  U.S.D.A Natural Resources Conservation Service  ECS (Ecological Conservation Service)  230 N 1<sup>st</sup> Avenue, Suite 509  Phoenix, AZ 85003-1706  Phone: 602-280-8801</p> <p>Guidance:  <a href="https://www.hudexchange.info/programs/environmental-review/farmlands-protection/">https://www.hudexchange.info/programs/environmental-review/farmlands-protection/</a></p> <p>Census Maps:  <a href="http://websoilsurvey.nrcs.usda.gov/app/HomePage.htm">http://websoilsurvey.nrcs.usda.gov/app/HomePage.htm</a></p>
<p><b>Floodplain Management</b></p> <p>Executive Order 11988, particularly section 2(a); 24 CFR Part 55</p>	<p>Yes    No</p> <p><input type="checkbox"/>   <input type="checkbox"/></p>	<p>Create a firmette and indicate project location on map at  <a href="https://msc.fema.gov/portal/home">https://msc.fema.gov/portal/home</a></p> <p>If the projects is near a floodplain, contact:  Arizona Department of Water Resources  Attn: Environmental Review Record Process/Clearance  1110 W. Washington Street  Phoenix, AZ 85007  Phone: 602-771-8500</p> <p>Pinal County Flood Control District  Contact: Chris Wanamaker  Email: Christopher.wanamaker@pinal.gov  Phone: 520-866-6010</p>
<p><b>Historic Preservation</b></p> <p>National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800</p>	<p>Yes    No</p> <p><input type="checkbox"/>   <input type="checkbox"/></p>	<p>Contact:  State Historic Preservation Office (SHPO)  Phone: 602-542-4009  Email: azshpo@azstateparks.gov</p> <p>Guidance:</p>



		<a href="https://www.hudexchange.info/programs/environmental-review/historic-preservation/">https://www.hudexchange.info/programs/environmental-review/historic-preservation/</a>  Contact applicable tribes based on project location. For Tribal Historic Preservation Officer (THPO) and Relevant Tribes Website: <a href="https://egis.hud.gov/TDAT/">https://egis.hud.gov/TDAT/</a> (For Contact information use the TDAT). Tribal contact are provided above.
<b>Noise Abatement and Control</b>  Noise Control Act of 1972, as amended by the Quiet Communities Act of 1978; 24 CFR Part 51 Subpart B	Yes    No <input type="checkbox"/> <input type="checkbox"/>	Consultation can be had with local public works or community development staff. A copy of the community noise ordinance should accompany this item.
<b>Sole Source Aquifers</b>  Safe Drinking Water Act of 1974, as amended, particularly section 1424(e); 40 CFR Part 149	Yes    No <input type="checkbox"/> <input type="checkbox"/>	Indicate the project location on the map <a href="https://www.epa.gov/dwssa/map-sole-source-aquifer-locations">https://www.epa.gov/dwssa/map-sole-source-aquifer-locations</a>
<b>Wetlands Protection</b>  Executive Order 11990, particularly sections 2 and 5	Yes    No <input type="checkbox"/> <input type="checkbox"/>	Contact: Arizona Ecological Services Attn: Environmental Review Record Process/Clearance DOI – U.S. Fish and Wildlife Services 9828 N 31 <sup>st</sup> Avenue, Suite C Phoenix, AZ 85051-2517 Phone: 602-242-0210 Fax: 602-242-2513  U.S. Army Corp of Engineers Attn: Environmental Review Record Process/Clearance Arizona Regulatory Field Office 3636 N Central Avenue, Suite 900 Phoenix, AZ 85012-1939 Phone: 602-230-6900 Email: <a href="mailto:lisa.E.Robinson@usace.army.mil">lisa.E.Robinson@usace.army.mil</a>
<b>Wild and Scenic Rivers</b>  Wild and Scenic Rivers Act of 1968, particularly section 7(b) and (c)	Yes    No <input type="checkbox"/> <input type="checkbox"/>	Indicate the project location on the map. <a href="https://www.rivers.gov/">https://www.rivers.gov/</a>  If you projects is near a National Forest, you must contact the following:  USDA Forest Service – Prescott National Forest Attn: Environmental Review Record Process/Clearance 344 South Cortez

		<p>Prescott, AZ 86303  Phone: 928-443-800  Fax: 928-771-4884</p> <p>FOR NO. PINAL COUNTY ONLY  Tonto National Forest  Attn: Environmental Review Record  Process/Clearance  2324 E McDowell Road  Phoenix, AZ 85006  Phone: 602-225-5200  Fax: 602-225-5295</p> <p>FOR SE PINAL COUNTY ONLY  Coronado National Forest  300 West Congress Street  Tucson, Arizona 85701  Phone: 520-388-8300</p> <p>National Park Service  Attn: Environmental Review Record  Process/Clearance  Santa Fe Support Office  1100 Old Santa Fe Trail  Santa Fe, NM 87505  Phone: 505-988-6888</p> <p>Pinal County Open Space &amp; Trails  Contact: Kent Taylor  Email: kent.taylor@pinal.gov  Phone: 520-866-6910</p> <p>Guidance:  <a href="https://www.hudexchange.info/programs/environmental-review/wild-and-scenic-rivers/">https://www.hudexchange.info/programs/environmental-review/wild-and-scenic-rivers/</a>  Maps and data: <a href="http://www.rivers.gov/">http://www.rivers.gov/</a>  <a href="https://www.nps.gov/subjects/rivers/nationwide-rivers-inventory.htm">https://www.nps.gov/subjects/rivers/nationwide-rivers-inventory.htm</a></p>
<b>ENVIRONMENTAL JUSTICE</b>		
<b>Environmental Justice</b>  Executive Order 12898	Yes    No <input type="checkbox"/> <input type="checkbox"/>	Complete the EJ form below  Guidance: <a href="https://www.hudexchange.info/programs/environmental-review/environmental-justice/">https://www.hudexchange.info/programs/environmental-review/environmental-justice/</a>

## Environmental Justice (CEST and EA)

Determine if the project creates adverse environmental impacts upon a low-income or minority community. If it does, engage the community in meaningful participation about mitigating the impacts or move the project. HUD strongly encourages starting the Environmental Justice analysis only after all other laws and authorities, including Environmental Assessment factors if necessary, have been completed.

1. Were any adverse environmental impacts identified in any other compliance review portion of this project's total environmental review?

Yes → Continue to Question 2.

No → Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below.

2. Were these adverse environmental impacts disproportionately high for low-income and/or minority communities?

Yes

Explain:

→ Continue to Question 3. Provide any supporting documentation.

No

Explain:

→ Continue to the Worksheet Summary and provide any supporting documentation.

3. All adverse impacts should be mitigated. Explain in detail the proposed measures that must be implemented to mitigate for the impact or effect, including the timeline for implementation.

Mitigation as follows will be implemented:

→ Continue to Question 4.

No mitigation is necessary.

Explain why mitigation will not be made here:

→ Continue to Question 4.

4. Describe how the affected low-income or minority community was engaged or meaningfully involved in the decision on what mitigation actions, if any, will be taken.

→ Continue to the Worksheet Summary and provide any supporting documentation.

#### Worksheet Summary

##### Compliance Determination

Provide a clear description of your determination and a synopsis of the information that it was based on, such as:

- Map panel numbers and dates
- Names of all consulted parties and relevant consultation dates
- Names of plans or reports and relevant page numbers
- Any additional requirements specific to your region

Are formal compliance steps or mitigation required?

Yes

No

**Field Inspection** (Date and completed by):

**Summary of Findings and Conclusions:**

**Mitigation Measures and Conditions [40 CFR 1505.2(c)]**

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure

**Determination:**

- This categorically excluded activity/project converts to Exempt, per 58.34(a)(12) because there are no circumstances which require compliance with any of the federal laws and authorities cited at §58.5. **Funds may be committed and drawn down after certification of this part** for this (now) EXEMPT project; OR
- This categorically excluded activity/project cannot convert to Exempt because there are circumstances which require compliance with one or more federal laws and authorities cited at §58.5.; OR
- This project is now subject to a full Environmental Assessment according to Part 58 Subpart E due to extraordinary circumstances (Section 58.35(c)). **Please continue with the next portion of the assessment.**

Preparer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title/Organization: \_\_\_\_\_

\_\_\_\_\_

**Complete the additional Environmental Assessment Factors if the project is categorized as an Environmental Assessment.**

**Impact Codes:** Use an impact code from the following list to make the determination of impact for each factor.

- (1) Minor beneficial impact
- (2) No impact anticipated
- (3) Minor Adverse Impact – May require mitigation
- (4) Significant or potentially significant impact requiring avoidance or modification which may require an Environmental Impact Statement

Environmental Assessment Factor	Impact Code	Impact Evaluation
<b>LAND DEVELOPMENT</b>		
Conformance with Plans / Compatible Land Use and Zoning / Scale and Urban Design		
Soil Suitability/ Slope/ Erosion/ Drainage/ Storm Water Runoff		
Hazards and Nuisances including Site Safety and Noise		
Energy Consumption		
<b>SOCIOECONOMIC</b>		
Employment and Income Patterns		
Demographic Character Changes, Displacement		
<b>COMMUNITY FACILITIES AND SERVICES</b>		
Educational and Cultural Facilities		
Commercial Facilities		

Environmental Assessment Factor	Impact Code	Impact Evaluation
Health Care and Social Services		
Solid Waste Disposal / Recycling		
Waste Water / Sanitary Sewers		
Water Supply		
Public Safety - Police, Fire and Emergency Medical		
Parks, Open Space and Recreation		
Transportation and Accessibility		
<b>NATURAL FEATURES</b>		
Unique Natural Features, Water Resources		
Vegetation, Wildlife		
Other Factors		

**Additional Studies Performed:**

**Field Inspection** (Date and completed by):

**List of Sources, Agencies and Persons Consulted** [40 CFR 1508.9(b)]:

**List of Permits Obtained:**

**Public Outreach** [24 CFR 50.23 & 58.43]:

**Cumulative Impact Analysis** [24 CFR 58.32]:

**Alternatives** [24 CFR 58.40(e); 40 CFR 1508.9]

**No Action Alternative** [24 CFR 58.40(e)]:

**Summary of Findings and Conclusions:**

**Mitigation Measures and Conditions [40 CFR 1505.2(c)]**

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure

**Determination:**

**Finding of No Significant Impact** [24 CFR 58.40(g)(1); 40 CFR 1508.27]  
The project will not result in a significant impact on the quality of the human environment.

**Finding of Significant Impact** [24 CFR 58.40(g)(2); 40 CFR 1508.27]  
The project may significantly affect the quality of the human environment.

Preparer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title/Organization: \_\_\_\_\_

\_\_\_\_\_



## Procurement

All federal projects require compliance with the 2 CFR 200. All services for engineering and construction must be competitively bid and include the items listed below in the request for qualifications and/or the request for proposal. They should also be included in the construction agreement. Sample language is below. A copy of the RFQ/RFP and the construction contract shall be submitted to the CDBG Specialist at Pinal County prior to publishing or executing.

- Provide a reference to the source of funds to indicate the project is paid in whole or in part by federal Community Development Block Grant funds.
- Provide a clear description of the project scope.
- Indicate all bidders shall be registered in [www.sam.gov](http://www.sam.gov) and verified for debarment and suspension to participate in a federal award prior to the execution of an agreement.
- Access to records sample language  
The undersigned certifies, to the best of his or her knowledge and belief the individual, sole proprietor, partnership, corporation, and/or association agrees to permit the Pinal County to have access to all records for review, monitoring, and audit during normal working hours and agrees to retain all records for at least four years following the official closeout date of the grant or the resolution of all audit findings, whichever is later.
- Conflict of interest sample language  
The undersigned is fully aware this contract is wholly or partially federally funded, and further, by submission of the bid or proposal the individual or firm, certifies: 1. There is no substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission, or committee with Pinal County, 2. Any substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission, or committee (including members of their immediate family) with Pinal County develops at any time during this contract will be immediately disclosed to the county.
- Administrative, contractual, or legal remedies to breach of contract including sanctions and penalties  
Contracts for more than the simplified acquisition threshold, currently set at \$150,000, 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. See 2 C.F.R. Part 200, Appendix II(A). Pursuant to Federal Rule (A) above, when Pinal County expends federal funds, Pinal County reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
- Contracts in excess of \$10,000 include termination for cause  
If Contractor fails to complete the project in a workmanlike manner within the prescribed time frame or violates any other provisions of this agreement, contract may be declared in default. Pinal County will provide contractor with a two (2) working day written notice of default or failure to comply with the contract obligations. This notice shall contain the reasons to declare contractor in default and unless within forty-eight (48) hours after service of said notice, the violations shall cease or satisfactory arrangements shall be made for its correction, contractor's right to proceed under the contract will be terminated. In the event contractor is terminated, Pinal County shall have the right to hire another contractor to complete the project. The cost of having the work completed shall be deducted from the amount of this agreement. In the event the costs to complete construction exceed the balance remaining on this agreement, contractor shall upon demand immediately pay the county the difference.

Contractor shall be entitled to payment, prorated, for all work done through and including the effective date of termination, subject to the above limitations.

- Equal Employment Opportunity compliance including civil rights and ADA compliance  
Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

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 setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment 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 advising the said labor union or workers' representatives of the contractor's commitments under this section, 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 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or

pursuant thereto, and will permit access to his books, records, and accounts by the administering 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 the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 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 portion of the sentence immediately preceding paragraph (1) and 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 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 the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been

received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- Davis Bacon for contracts in excess of \$2,000 include copy of the wage decision and the 4010 form.

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 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 29 C.F.R. Part 200, Appendix II, ¶ D. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

#### Compliance with David-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week

- Copeland Anti-Kickback Act  
Recipient and subrecipient contracts must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).

#### Compliance with the Copeland “Anti-Kickback” Act.

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

- Contracts in excess of \$100,000 include work hours and safety standards

Contract Work Hours and Safety Standards Act. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E. Under 40 U.S.C. § 3702, 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

Compliance with the Contract Work Hours and Safety Standards Act.

- a. 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.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section 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 paragraph (a) of this section, in the sum of \$27 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 paragraph (a) of this section.
- c. Withholding for unpaid wages and liquidated damages. Pinal County 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 contractor, 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 paragraph (b) of this section.
- d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section 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 paragraphs (a) through (d) of this section.

- Section 3 Compliance  
Recipient and subrecipient contracts must include a provision for compliance with Section 3 requirements outlined in 24 CFR Part 135.38)

#### Compliance with Section 3 Requirements

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

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

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

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

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

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

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).

- Rights to inventions clause  
If the award by the Federal Awarding Agency meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. 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 Federal Awarding Agency See 2 C.F.R. Part 200, Appendix II(F).
- Clean Air Act and Federal Water Pollution Control Act for contracts in excess of \$150,000  
Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non - Federal entity to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). See c C.F.R. Part 200, Appendix II(G).

#### Clean Air Act.

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to Pinal County and understands and agrees that Pinal County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Federal Awarding Agency.

#### Federal Water Pollution Control Act.

- a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The contractor agrees to report each violation to Pinal County and understands and agrees that the Pinal County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Federal Awarding Agency.

- Anti-lobbying Amendment contracts in excess of \$100,000 sample language  
Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

Pursuant to Federal Rule (J) above, when federal funds are expended by Pinal County, the offeror certifies that during the term and after the all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- a. No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
  - b. 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  - c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- Procurement of recovered materials/Fly Ash sample language  
All contractors/subcontractors/vendors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322

Procurement of Recovered Materials.

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
  - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - ii. Meeting contract performance requirements; or



iii. At a reasonable price.

b. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

- MBE/WBE/SBE sample language  
Minority-Owned, Women-Owned, and Disadvantaged Small Business Enterprises are encouraged to be used whenever possible. Language to this effect shall be included.

**Section 3 and MBE/WBE Compliance Documentation**

Contractor/Subcontractor name	Amount of contract	Trade	Racial/Ethnic	WBE	EIN/TIN	DUNS

Trade code:

- 1 – new construction
- 2 – substantial rehab
- 3 – repair
- 4 – service
- 5 – project management
- 6 – professional
- 7 – tenant services
- 8 – education/training
- 9 – architectural/engineering appraisal
- 0 – other

Racial/Ethnic code:

- 1 – white American
- 2 – black American
- 3 – Native American
- 4 – Hispanic American
- 5 – Asian/Pacific American

## Labor Standards

Construction projects require compliance with the Davis Bacon and Related Act and Section 3 compliance.

A copy of the current wage decision shall be included in the request for proposal. Ten days prior to publishing the RFP, a wage decision shall be obtained at <https://beta.sam.gov/search?index=wd>. Updated decisions may supersede what was printed in the RFP up to 10 days prior to the bids being due. Notices can be received through the system to notify you of any updates.


Once a contract is signed and construction begins, the community will be required to conduct on-site interviews of all the employees and payroll reports are due from the contractor each week. Similarly, these reports shall be submitted to the CDBG Specialist at Pinal County within the following week after the community has determined the reports are accurate.

The following forms shall be used for construction projects to ensure compliance with Davis Bacon and Related Acts. All forms can be found at:

[https://www.hud.gov/program\\_offices/davis\\_bacon\\_and\\_labor\\_standards/olrform](https://www.hud.gov/program_offices/davis_bacon_and_labor_standards/olrform)

- HUD-4010 – shall be included in the bid documents for construction projects.
- WH-1321 (English and Spanish) - – shall be included in the bid documents for construction projects.
- WH-347 - The contractor shall submit their payroll reports weekly on this form.
- HUD-11 (English and Spanish) – shall be used when interviewing construction staff on-site.
- HUD-4230-A – shall be used when the wage decision lacks a specific wage determination for a needed position.

If a project exceed \$200,000, Section 3 compliance is required. Please speak with the CDBG Specialist to determine the next steps.

Survey	Types
 <p><b>Building</b></p> <p>Includes sheltered enclosures with walk-in access for the purpose of housing, persons, machinery, or supplies</p>	 <p><b>Residential</b></p> <p>Includes construction, alteration or repair of single family houses or apartment buildings of no more than four stories in height</p>
 <p><b>Highway</b></p> <p>Includes roads, streets, runways, highways or other similar projects</p>	 <p><b>Heavy</b></p> <p>Is a catch-all grouping that includes projects not properly classified under the other three types of construction</p>

## Quarterly Reporting

Quarterly reports are to be submitted to the CDBG Specialist on the following schedule:

October 1 – December 31 submitted by January 10

January 1 – March 30 by April 10

April 1 – June 30 by July 10

July 1 – September 30 by October 10

Reports shall include all items identified in the Subrecipient Agreement where applicable:

1. Status of project by percent complete compared to the funds expended and the schedule submitted with the application
2. All labor standard documentation to date
3. Amount of funds expended, invoiced to Pinal County, and reimbursed by Pinal County
4. Any additional funds allocated and spent on the project including the source
5. Name of contractor including:
  - a. Total contract amount
  - b. verification of [www.sam.gov](http://www.sam.gov) eligibility
  - c. DUNS #
  - d. MBE/WBE eligibility
  - e. List of subcontractors including the above information

## Closeout Report

A final report shall be submitted within 30 days of close of project. The report shall include all items identified in the Subrecipient Agreement where applicable:

1. Total number of beneficiaries
2. Total low income beneficiaries
3. Breakdown of beneficiaries by race and ethnicity
4. Total amount of funds expended, reimbursed by county, any balance remaining
5. Total amount of additional funds spent on the project including source
6. Final outcome of project e.g.
  - a. how did the project benefit low income people?
  - b. what were the results of the project?

Sample chart to illustrate financial report

	Funding	Expended	Invoiced	Received
Project award	\$	\$	\$	\$
Invoice 1	\$	\$	\$	\$
Invoice 2	\$	\$	\$	\$
Invoice 3	\$	\$	\$	\$
Invoice 4	\$	\$	\$	\$
Invoice 5	\$	\$	\$	\$
Final balance	\$00.00	\$	\$	\$

## Monitoring

Pinal County will monitor the project and all project files during the life of the agreement. Monitoring may be in person or by emailing requested documentation to the CDBG Specialist. Monitoring is intended to meet the following objectives:

- To determine if a sub recipient is carrying out its community development program, and its individual activities described in the application for CDBG assistance and the sub recipient agreement.
- To determine if a sub recipient is carrying out its activities in a timely manner, in accordance with the schedule included in the agreement.
- To determine if a sub recipient is charging costs to the project that is eligible under applicable laws and CDBG regulations, and reasonable in light of the services or products delivered.
- To determine if a sub recipient is conducting its activities with adequate controls over program and financial performance, and in a way that maximizes opportunities for waste, mismanagement, fraud, and abuse.
- To assess if the sub recipient has a continuing capacity to carry out the approved project, as well as future grants for which it may apply.
- To identify potential problem areas and to assist the sub recipient in complying with applicable laws and regulations.
- To assist sub recipients in resolving compliance problems through discussion, negotiation, and the provision of technical assistance and training.
- To provide adequate follow-up measures to ensure that performance and compliance deficiencies are corrected by sub recipients, and not repeated.
- To comply with the Federal monitoring requirements of 24 CFR 570.501(b) and with 24 CFR 84.51 and 85.40, as applicable.
- To determine if any conflicts of interest exist in the operation of the CDBG program, per 24 CFR 570.611.
- To ensure that required records are maintained to demonstrate compliance with applicable regulations.

## Affirmatively Furthering Fair Housing

April is Fair Housing Month. Each year, a community must complete, at a minimum three activities that affirmatively further fair housing. These activities may include:

- Adopting a resolution or proclamation furthering fair housing
- Attending training on fair housing practices
- Publishing information in the local paper on fair housing
- Including information on the community website on fair housing
- Distributing flyers or displaying posters on fair housing practices
- Providing information to local realtors

Each community will be asked to share what activities they undertook each year.

In addition to the above related activities, the community shall identify the following:

1. Actions taken on behalf of the local government to remove negative effects of public policy that serve as a barrier to affordable housing.
2. What actions, if any were taken to reduce lead-based paint hazards in affordable housing?
3. What actions, if any were taken to reduce the number of poverty-level families within your community?
4. What actions, if any were taken to improve coordination with social service agencies serving your community?
5. What actions, if any were taken to remove impediments to fair housing outside those actions listed above?