

**CDBG Build America, Buy America (BABA) Act Acknowledgement**

The Contractor acknowledges to and for the benefit of the \_\_\_\_\_ (“Owner”) and the Department of Workforce Services (DWS) that it understands the goods and services under this Agreement are being funded with federal monies and are subject to statutory requirements under the “Build America, Buy America” (BABA) Act.

BABA requires iron and steel, manufactured products, and construction materials used in the project to be produced in the United States (“Build America, Buy America Requirements”) including iron and steel, manufactured products, and construction materials provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants:

- (a) the Contractor has reviewed and understands the Build America, Buy America Requirements;
- (b) all iron and steel, manufactured products, and construction materials used in the project will be or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved; and
- (c) the Contractor will provide, as may be requested by the Owner or DWS: (i) any further verified information, certification, or assurance of compliance with this acknowledgement; or (ii) information necessary to support a waiver of the Build America, Buy America Requirements.

Notwithstanding any other provision of this Agreement, the Contractor’s failure to comply with this acknowledgement shall entitle the Owner or DWS, or both, to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney fees) incurred by the Owner or DWS resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from DWS or any damages owed to DWS by the Owner). If the Contractor has no direct contractual privity with DWS, as a lender or awardee to the Owner for the funding of the project, the Owner and the Contractor agree that DWS is a third-party beneficiary and neither this acknowledgement nor any other provision of this Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of DWS.

CONTRACTOR:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Authorized Signatory, Please Print or Type

\_\_\_\_\_  
Contractor’s Firm