

PAYROLL

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

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



U.S. Wage and Hour Division
Rev. Dec. 2008

OMB No. 1235-0008
Expires: 01/31/2015

NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS

PAYROLL NO. FOR WEEK ENDING PROJECT AND LOCATION PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHELDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS				(9) NET WAGES PAID FOR WEEK		
				HOURS	MON	TUE	WED	THUR	FRI	SAT				SUN	FICA	WITH- HOLDING TAX	OTHER		TOTAL DEDUCTIONS	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(e)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 65 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

(over)

Date _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____ ; that during the payroll period commencing on the
(Building or Work)

_____ day of _____ and ending the _____ day of _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 53 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(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.

(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

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Special Condition A

FEDERAL PARTICIPATION

1. The Davis-Bacon and Related Acts and The Copeland "Anti-Kickback" Act

Due to Federal financing of this project, all Contractors and Subcontractors are subject to the provisions of the Davis-Bacon and Related Acts (DBRA), 40 USCS §§ 3141 et seq. and The Copeland "Anti-Kickback" Act, 40 USC §276c and 18 USC § 874.

The Davis-Bacon Act, as amended, requires that each contract over \$2,000 to which the United States finances, in whole or in part, the construction, alteration, or repair of public works shall set forth the minimum wages to be paid to various classes of laborers and mechanics employed under the contract. Contractors or their subcontractors are to pay workers employed directly upon the site of the work no less than the prevailing wages and fringe benefits listed in the Wage Determination. The Contractors and Subcontractors are responsible for prevailing wage compliance by their subcontractors, pursuant to 29 C.F.R. § 5.5(a)(6), and have a general obligation to familiarize themselves with applicable wage standards contained in any wage determination incorporated into the project contract.

Required Contract Stipulations:

(A) the contractor or subcontractor shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the laborers and mechanics;

(B) the contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work; and

(C) there may be withheld from the contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the contractor or any subcontractor on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the contractor or subcontractors or their agents.

The Copeland "Anti-Kickback" Act has reporting requirements for contracts in excess of \$2,000. Each covered contractor and subcontractor must provide a weekly statement of wages paid to each of its laborers and mechanics during the preceding weekly payroll period. Each payroll submitted shall be accompanied by a "Statement of Compliance." This statement must be signed by the contractor, subcontractor or the authorized officer

or employee of the contractor or subcontractor who supervises the payment of wages. Statements of Compliance are to be made on the Form WH-347 "Payroll (For Contractors Optional Use)" (<http://www.dol.gov/whd/forms/wh347instr.htm>) or on any form with identical wording. This must be submitted within seven days after the regular pay date for the pay period. The WH 347 form is attached to this Special Condition.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractors, Subcontractors, and lower tier participants in this project are required to submit completed Certifications, if attached, prior to award of contracts.

"General Decision Number: PA20220077 10/28/2022

Superseded General Decision Number: PA20210077

State: Pennsylvania

Construction Type: Building

County: Blair County in Pennsylvania.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/11/2022

2	02/25/2022
3	04/01/2022
4	06/10/2022
5	06/17/2022
6	07/08/2022
7	07/22/2022
8	08/05/2022
9	09/16/2022
10	10/28/2022

ASBE0023-008 06/27/2022

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 37.25	28.51

BOIL0154-003 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 43.90	29.55

BRPA0009-011 02/01/2021

	Rates	Fringes
TILE FINISHER.....	\$ 26.97	16.07
TILE SETTER.....	\$ 33.25	20.42

BRPA0009-044 02/01/2021

	Rates	Fringes
BRICKLAYER (Including Pointing, Caulking, Cleaning)....	\$ 31.50	20.79
MASON - STONE.....	\$ 31.50	20.79

CARP0423-009 06/01/2022

	Rates	Fringes
CARPENTER (Includes Acoustical Ceiling Installation,Batt Insulation,Drywall Hanging,Metal Stud Installation,Floor Laying-Carpet and Vinyl,Form Work and Gutter Installation;Scaffold Building and Floor Laying-Hardwood Floors.).....	\$ 32.05	17.67

CARP0443-004 06/01/2021

	Rates	Fringes
MILLWRIGHT.....	\$ 42.27	46.80%+.91

ELEC0005-016 12/24/2021

	Rates	Fringes
--	-------	---------

ELECTRICIAN (Includes Alarm Installation, Installation of Sound and Communication System, Low Voltage Wiring and HVAC Temperature Control Installation).....\$ 45.11 29.00

 * ENGI0066-041 07/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Backhoe/Excavator/Trackhoe, Bulldozer, Crane* Loader, Mechanic.....	\$ 28.37	15.66
Bobcat/Skid Steer/Skid Loader, Drill, Gradall, Grader/Blade, Paver (Asphalt, Aggregate, and Concrete).....	\$ 32.59	18.10
Hoist, Pump.....	\$ 28.36	18.10
Oiler.....	\$ 23.35	15.66
Roller.....	\$ 25.20	15.66

*Add to Crane rate:

Booms 101-150 jibs- Add \$.50
 Booms 151-200 jibs- Add \$1.00
 Booms 201-251 jibs- Add \$1.50

 IRON0003-013 06/01/2022

	Rates	Fringes
IRONWORKER (Ornamental, Reinforcing, Rigger, and Structural).....	\$ 31.79	31.87

 LAB00125-005 06/01/2014

	Rates	Fringes
LABORER		
Mason Tender - Cement/Concrete.....	\$ 24.34	9.75

 LAB00824-002 01/01/2020

	Rates	Fringes
LABORER (Mason Tender-Brick).....	\$ 21.56	17.05

 * PAIN0057-035 06/01/2022

	Rates	Fringes
PAINTER (Brush, Roller, and Spray Only).....	\$ 28.80	20.72
PAINTER (Drywall Finishing/Taping Only).....	\$ 31.02	22.44

 * PAIN0751-002 09/01/2022

	Rates	Fringes
GLAZIER.....	\$ 24.90	24.12

PLAS0526-014 02/01/2021		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 29.24	17.80

PLAS0526-025 06/01/2021		
	Rates	Fringes
PLASTERER.....	\$ 29.20	12.86

PLUM0354-009 06/01/2020		
	Rates	Fringes
PLUMBER (Industrial).....	\$ 40.90	24.55

PLUM0354-012 06/01/2019		
	Rates	Fringes
PLUMBER (Excludes Work on Industrial Sites).....	\$ 34.77	24.25

PLUM0520-013 05/01/2020		
	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe Installation).....	\$ 37.52	28.04

SFPA0669-004 04/01/2022		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 42.29	27.23

SHEE0019-017 06/01/2022		
	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 40.22	40.39

FOOTNOTE: Paid Holiday: Election Day		

SUPA2011-035 08/20/2014		
	Rates	Fringes
LABORER: Common or General.....	\$ 18.15	9.76
OPERATOR: Forklift, All Types....	\$ 23.69	13.13
ROOFER, Excludes Waterproofing...	\$ 33.50	20.66
ROOFER: Waterproofing Only.....	\$ 29.50	21.10
SHEET METAL WORKER, Excludes		

HVAC Duct Installation.....\$ 32.03 22.87

TRUCK DRIVER: Dump Truck.....\$ 23.36 7.60

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

=====
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing

this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISIO"

ADDITIONAL GENERAL PROVISIONS
Federal Provisions

Index

SUBJECT	PAGE NO.
1. Nondiscrimination	G2
2. Lobbying	G2
3. Drug-Free Work Place	G2
4. Environmental Standards	G3
5. Debarment and Suspension	G3
6. National Historic Preservation	G3
7. Hatch Act	G4
8. Equal Employment	G4
9. Cargo Employment	G4
10. Buy American Act	G4
11. Relocation and Real Property Acquisition	G5
12. Copeland "Anti-Kickback" Act	G5
13. Contract Work Hours and Safety Standards Act	G5
14. Davis-Bacon Act	G5
15. Reference for U.S. Flag Carriers	G6

FEDERAL PROVISIONS FOR STATE CONTRACTS.

~~1. NONDISCRIMINATION~~ -- By signing this contract or accepting funds under this Contract, the contractor assures that it will comply with applicable provisions of The following National policies prohibiting discrimination:

- a. On the basis of race, color, or national origin, in Title VII of the Civil Rights Act of 1964 (42 U.S.C. page 2000 et seq.), implemented by DoD Regulation (32 CFR Part 195);
- b. On the basis of race, color, religion, sex, or national origin, in Executive Order 11246 (3 CFR, 1964-1965 Comp., p. 339) as implemented by Department of Labor Regulations issued thereunder (41 CFR Part 60);
- c. On the basis of handicapped, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. page 794) implemented by Department of Justice Regulation at 28 CFR part 41 and DoD Regulation at (32 CFR Part 56); and
- ~~d. On the basis of Age, in the Age Discrimination Act of 1975 (42 U.S.C. page 6101 et seq.) as implemented by Department of Health and Human Services Regulation at (45 CFR Part 90):~~

2. LOBBYING -- The contractor agrees that it will not expend any Federal Appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: the award of any Federal contract, the making of any Federal grant, the making of any Federal loan; the entering into of any cooperative agreement, and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement covered by 31 U.S.C. 1352.

~~3. DRUG-FREE WORK PLACE~~ - The contractor agrees that it will comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. page 701 et seq.) and maintain a drug-free workplace.

- b. The Final Rule, Government-Wide Requirements for Drug-Free Workplace (Grants), issued by the Office of management and budget and the Department of Defense (32 CFR Part 28, Subpart f) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor covenants and agrees to comply with all the provisions thereof, including any amendments to the final rule that may hereafter be issued.

4. ENVIRONMENTAL STANDARDS – a. By signing this contract or accepting funds under this contract, the recipient assures that it will: Comply with applicable provisions of the Clean Water Act (33 U.S.C. 251, et seq.), as implemented by Executive Order 11738 (3 CFR, 1971-1975 Comp, p 799) and Environmental Protection Agency (EPA) rules at 40 CFR Part 15. These requirements relate generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder, in accordance with the EPA rules, the contractor further agrees that it will:

Note: Use any facility on the EPA's list of violating facilities in performing any award that is nonexempt under 40 CFR 15.5, as long as the facility remains on the list.

The above paragraph of this section shall not apply to any armory, base, training site, or other facility or portion thereof, the operation and maintenance of which is funded under the contract, that is currently listed as a violating facility, on the effective date of the contract, pursuant to 40 CFR Part 15: nor, shall such listing be the basis for state's termination for cause of this contract or for state's disallowance of any cost otherwise allowable under this contract. The contractor agrees to cooperate to remediate, as expeditiously as possible, for any facility the operation and maintenance of which is within the scope of this contract, the condition giving rise to the listing of any such facility as a violating facility according to applicable statutes, regulations, or other contracts subject to the availability of funds.

5. DEBARMENT AND SUSPENSION – a. Contractor shall not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal Assistance Program under Executive Order 12549, "Debarment and Suspension".

b. The Final Rule, government wide debarment and suspension (nonprocurement), issued by the office of Management and Budget and the the Department of Defense (32 CFR Part 25) to implement the Provisions of Executive Order 12549, "Debarment and Suspension" is incorporated by reference and the contractor covenants and agrees to comply with all the provisions thereof, including any amendments to the Final Rule that may hereafter be issued.

6. NATIONAL HISTORIC PRESERVATION – (Any construction, acquisition, modernization, or other activity that may impact a historic property.) The contractor agrees to identify to the awarding agency any property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and to provide any help the awarding agency may

need, with respect to this award, to comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470, et seq.) as implemented by The Advisory Council on Historic Preservation Regulations at 36 CFR 800 and Executive Order 11593 (3 CFR, 1971-1975 Comp, p 559).

(36 CFR Part 800 requires Grants Officers to get comments from the Advisory Council on Historic Preservation before proceeding with Federally assisted projects that may affect properties listed on or eligible for listing on the National Register of Historic Places.)

7. HATCH ACT - The contractor agrees to comply with the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), as implemented by the Office of Personnel Management at 5 CFR Part 151, which limits political activity of employees or officers of state or local governments whose employment is connected to an activity financed in whole or part with Federal Funds.
8. EQUAL EMPLOYMENT - (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).

Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60.)

9. CARGO PREFERENCE - (Any contract under which international air travel may be supported by U.S. Government Funds).

Travel supported by U.S. Government Funds under this contract shall use U.S.-Flag air carriers (air carrier holding certificates under 49 U.S.C. 41102) for International air transportation of people and property to extend that such Service is available, in accordance with International Air Transportation Fair Competitive practices Act of 1974 (49 U.S.C. 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

10. BUY AMERICAN ACT - The contractor agrees that it will not expend any funds Appropriated by Congress without complying with the Buy American Act (41 U.S.C. 10.) The Buy American Act give preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of American and the European Economic Community on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

11. **RELOCATION AND REAL PROPERTY ACQUISITION** - The contractor assures that it will comply with 49 CFR part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. page 4601 et seq.) and regulations issued thereunder (49 CFR Part 24).

The act provides for fair and equitable treatment of persons displaced by federally assisted programs of persons whose property is acquired as a result of such programs.

12. **COPELAND "ANTI-KICKBACK" ACT** - The contractor agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this contract, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat or procuring dismissal from employment, or otherwise, any person employed in the construction of repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract or employment.

13. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT** - The contractor agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards (40 U.S.C. 327 -330) as supplemented by Department of Labor regulations (29 CFR Part 5), as applied to this contract. The Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this contract shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at no less than 1 1/2 times the basic rate of pay. This Act is applicable to any construction contract awarded in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers.

14. **DAVIS-BACON ACT** - (When required by Federal Assistance Program Legislation, Such as the Comprehensive Environmental Response, Compensation and Liability Act of 1980; as amended, environmental remediation construction will have the provisions of the Davis-Bacon Act [40 U.S.C. 276a, as supplemented by Department of Labor regulations (29 CFR Parts 1, 3, and 5)], inserted in construction contracts over \$2,000 that are awarded by State and State contractors and subcontractors.)

The contractor agrees that it will comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by U.S. Department of Labor regulations (29 CFR Part 5). All rulings and interpretations of the Davis-Bacon Acts contained in 29 CFR Part 5 are incorporated by reference in this contract. As applied to this contract, The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the Federal Government provides

assistance funding for construction, alteration, or repair (including painting and decorating) of public buildings or public works within the United States, shall contain a provision that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rate as determined by the U.S. Secretary of Labor.

15. REFERENCE FOR U.S. FLAG CARRIERS - (Any contract under international air Travel may be supported by U.S. Government funds.)

Travel supported by U.S. Government funds under this contract shall use U.S. flag carrier (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the interpretative Guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.



**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name _____

Date _____

By _____

Name and Title of Authorized Representative

Signature of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.