
Arundel Community Development Services, Inc.

2666 Riva Road, Suite 210
Annapolis, Maryland 21401
(410) 222-7600
FAX: (410) 222-7619

**FEDERAL REQUIREMENTS
FOR ENERGY EFFICIENCY AND CONSERVATION
BLOCK GRANT FUNDED
CONSTRUCTION CONTRACTS RELATED TO
PROJECTS OF \$100,000 OR MORE**

- I. General Federal Provisions
- II. General Contractor Report
- III. General Contractor's Subcontractor/Vendor Report
- IV. Nondiscrimination and Equal Employment Opportunity
 - A. Overview of Applicable Equal Opportunity Legislation and Equal Opportunity Clauses
 - B. Contract Requirements
 - C. Certification of Nonsegregated Facilities (General Contractor submits when the Contract is signed; Subcontractors submit before work begins.)
 - D. Certification of Compliance with Affirmative Action Requirements for Equal Employment Opportunity (General Contractor submits when the Contract is signed; Subcontractors submit before work begins.)
- V. Minority and Women Owned Business Enterprise Requirements
 - A. Policy with Respect to Minority and Women Owned Business Enterprises
 - B. Minority and Women Owned Business Enterprise Identification Statement (General Contractor submits when the Contract is signed, if applicable; Subcontractors submit before beginning work, if applicable.)
- VI. Federal Labor Requirements
 - A. Overview of Important Points
 - B. Federal Labor Standards Provisions (detailed statement of the laws)
 - C. Weekly Report of Subcontracts on Job Site (Contractor submit weekly)
 - D. Weekly Certified Payroll Form (Contractor and all subcontractors submit weekly)
 - E. Authorization to Sign Certified Payroll Forms
 - F. Request for Approval of Wage Rate(s) for Additional Classification(s)
 - G. The Wage Decision which applies to the Contract
- VII. Waste Stream Plan
- VIII. Federal Recovery and Reinvestment Act of 2009 Reporting Requirements

Note: Bonding requirements stated elsewhere.

Revised June 2010

GENERAL FEDERAL PROVISIONS

GENERAL FEDERAL PROVISIONS FOR CONSTRUCTION CONTRACTS

The following general federal provisions are a part of this Contract and do not require submittal of additional documentation, forms, reports, or certifications, except in unusual circumstances.

1. Interest of Members of Local Public Agency. No member of the governing body of Arundel Community Development Services, Inc. (ACDS) and no other officer, employee, or agent of ACDS who exercises any functions or responsibilities in connection with the approval or review or carrying out of the project or program to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.
2. Interest of Local Public Officials. No member of the governing body of Anne Arundel County, Maryland (referred to herein as “the County”) and no other public official of the County who exercises any functions or responsibilities in the review or approval or the carrying out of the project or program to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.
3. Interest of Certain Federal Officials. No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share in, or part of, this Contract or to any benefit to arise therefrom, in accordance with 41 USC 22. If applicable, the Contractor must comply with the provisions of the Hatch Act (5 USC 1501-1508 and 7324-7326), as implemented by the United State’s 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 in part with federal funds.
4. Interest of Contractor. The Contractor covenants that they presently have no interest and shall not acquire any interest, direct or indirect, in the project area or any parcels therein, or any other interest which would conflict with the performance of this contract and covenants that no person having any such interest shall be employed.
5. Subcontracts and Other Contracts. The Contractor will certify that all contracts with applicants, recipients, subcontractors, and consultants contain the applicable federal requirements.
6. Access to Records. ACDS, the County, the United States Department of Energy (DOE), the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcriptions.
7. Retention of Records. All required records pertinent to this Contract shall be retained by the Contractor for four years after final payment is made. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the four year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular four year period, which ever is later.

8. Accessibility. Every building or facility (other than a privately-owned residential structure) designed, constructed, or altered as a result of this Contract and made available through federal financial assistance, shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 24 CFR Part 8 Subpart A, Section 8.4 of the Fair Housing Amendments Act of 1988, and Section 303 of the Americans with Disabilities Act of 1990.
9. Lead-Based Paint Requirement. The Contractor and all subcontractors, vendors, and consultants shall comply with 24 CFR 35: Prohibition of Use of Lead-Based Paint and Elimination of Lead-Based Paint Hazard, when applicable to projects or programs resulting from this Contract.
10. Clean Air and Water Pollution. The Contractor and all subcontractors, vendors, and consultants shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U. S. C. 7401, et. seq.) and the Clean Water Act (33 U. S. C. 1251 et. seq.), as implemented by Executive Order 11738 (3 CFR, 1971-1975 Comp., p 799) and Environmental Protection Agency rules at 40 CFR part 32, subpart J, when applicable to projects or programs resulting from this Contract.
11. Energy Conservation. The Contractor and all subcontractors, vendors, and consultants shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
12. Eligibility of Contractor and Exclusion of Entities Debarred from Federally Funded Contracts. The Contractor certifies that neither the Contractor nor any person or firm who has an interest in the Contractor's firm is ineligible to be awarded contracts utilizing federal funds per subpart C of 2 CFR parts 180 and 901. The Contractor shall refrain from entering into any contract or contract modification with an applicant, recipient, contractor, subcontractor, vendor, or consultant debarred from contracts funded in whole or in part with federal funds.
13. Lobbying. The Contractor must comply with the restrictions on lobbying in 31 USC 1352 as implemented by DOE or 10 CFR part 601, and submit all disclosures required by that statute and regulation. In addition, the Contractor must comply with the prohibition in 18 USC 1913 on the use of federal funds, absent express, congressional authorization, to pay directly or indirectly for any service, advertisement or other written matter, telephone communication, or other device intended to influence at any time a member of Congress or official of any government concerning any legislation, law, policy, appropriation, or ratification.
14. Submittal of Certifications, Forms, and Reports. The Contractor must complete and, if applicable, require all subcontractors to complete all certifications, forms, and reports specified in this Contract in a manner acceptable to ACDS. Interim and/or final payments may be withheld by ACDS pending receipt and approval by ACDS of these certifications, forms, and reports.

15. Drug-Free Work Place. The Contractor will comply with subpart B of 10 CFR part 607, which implements sections 5151 – 5160 of The Drug-Free Workplace Act of 1988 (pub. L 100-690, Title V, subtitle D; 41 USC 701, et seq.), to provide a drug-free work place by:
- a. publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor’s work place and specifying actions that will be taken against employees for violation of such prohibition;
 - b. establishing an ongoing drug-free awareness program to inform employees about
 - (1) the dangers of drug abuse in the work place,
 - (2) the Contractor’s policy of maintaining a drug-free work place,
 - (3) any drug counseling, rehabilitation, and employee assistance programs that may be available, and
 - (4) the penalties that may be imposed upon employees for drug abuse violations occurring in the work place;
 - c. making it a requirement that each employee to be engaged in the performance of the scope of services be given a copy of the statement required by Item 15.a.;
 - d. notifying the employee in the statement required by Item 15.a. that, as a condition of employment under the scope of services, the employee will
 - (1) abide by the terms of the statement, and
 - (2) notify the employer in writing of his/her conviction for a violation of a criminal drug statute occurring in the work place no later than five calendar days after such conviction;
 - e. notifying ACDS, in writing, within 10 days after receiving notice under Item 15.d(2) from an employee or otherwise receiving actual notice of such conviction and providing notice, including position title, to every contractor, employer, or subcontractor on whose activity the convicted employee was working, unless the Contractor has designated a central point for the receipt of such notices;
 - f. within 30 calendar days of receiving notice under Item 15.d(2), with respect to any employee who is so convicted, the Contractor shall
 - (1) take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
 - (2) require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
 - g. making a good faith effort to continue to maintain a drug-free work place through implementation of Items 15.a. through 15.f.

As part of the commitment to maintain a drug-free work place, the Contractor must insert in the following space the site(s) for the performance of work done in connection with this Contract.

Place of Performance _____

Street Address _____

City/State/Zip Code _____

16. Resource Conservation. The Contractor and all subcontractors shall comply with Section 6002 of the Resource Conservation and Recovery Act of 1976, as amended (42 USC 6962), and implementing regulations of the Environmental Protection Agency (40 CFR part 247) which requires the purchase of recycled products by states or political subdivision of states.
17. Research Misconduct. The Contractor must comply with the government-wide policy on research misconduct issued by the Office of Science and Technology Policy (available in the federal Register at 65 FR 76260, December 6, 2000, or on the internet at www.ostp.gov), as implemented by DOE at 10 CFR part 733 and 10 CFR 600.31.
18. Trafficking in Persons. The Contractor and all subcontractors shall comply with the Trafficking Victims Protection Act of 2000 (TVPA), as amended at 22 USC 7104 (g). In addition, the Contractor and all subcontractors under this Contract may not (i) engage in severe forms of trafficking in persons; (ii) procure a commercial sex act; or (iii) use forced labor.
19. Historic Preservation. For any property listed or eligible for listing on the National Register of Historic Places, the Contractor shall comply with Section 106 of The National Historic Preservation Act of 1966 (16 USC 470F), as implemented by the Advisory Council on Historic Preservation regulations at 36 CFR part 800 and Executive Order 11593, "Identification and Protection of Historic Properties," (3 CFR 1971-1975 Comp., p 559). The Contractor shall also comply with the Archaeological and Historic Preservation Act of 1974 (16 USC 469a-1, et seq.), as applicable.
20. Purchase of American-Made Equipment and Products. As this project is being partially funded through the Energy Efficiency and Conservation Block Grant (EECBG) Program from DOE which was funded under the American Recovery and Reinvestment Act of 2009, to the greatest extent practicable, all equipment and products purchased with funds made available under this award shall be American-made. Specifically, under Section 1605 of the American Recovery and Reinvestment Act, no funds appropriated by the Act may be used for a public building/work project unless all iron, steel and manufactured goods used are produced in the United States. All bidders must provide a written certification with their bid stating their intent that all iron, steel and manufactured goods purchased in association with this project will be American-made. In addition, the successful Contractor will be required to provide a written certification at the completion of the work stating that all iron, steel and manufactured goods purchased as part of this Contract were purchased in compliance with Section 1605 of the American Recovery and Reinvestment Act.

General Contractor Report

This project is being funded with federal dollars being made available through the United States Department of Energy appropriated by the enactment of the American Recovery and Reinvestment Act of 2009. In order to comply with the federal contracting provision governing the use of these federal dollars, the information requested on the General Contractor Report must be provided.

GENERAL CONTRACTOR REPORT

PROJECT NAME:

GENERAL CONTRACTOR'S LEGAL NAME:

ALSO DOING BUSINESS AS:

BUSINESS TELEPHONE NUMBER:

ADDRESS:

CONTACT PERSON:

CONTACT PERSON'S TELEPHONE NUMBER(S):

FAX NUMBER:

DUNS NUMBER:

FEDERAL TAX IDENTIFICATION NUMBER: *FEDERAL CONGRESSIONAL DISTRICT:*

General Contractor's Subcontractor/Vendor Report

The Subcontractor/Vendor Report must be submitted by the General Contractor before work begins and with the FINAL payroll. As new subcontractors are added during the course of the project, updated Subcontractor/Vendor Reports must be submitted. These reports must also include second-tier subcontractors.

SUBCONTRACTOR/VENDOR REPORT

The Subcontractor/Vendor Report is a list of the subcontractors working on the project as well as providers of professional and other services. These reports must be submitted by the General Contractor before work begins and at the end of the project before final payments are made. As new subcontractors are added during the course of the project, updated interim Subcontractor/Vendor Reports should be submitted. The Subcontractor/Vendor Reports should also include second-tier subcontractors. It is the General Contractor's responsibility to obtain the necessary information from the subcontractors. **Instead of using the chart, the General Contractor has the option of preparing these reports in another format, provided that all the required information is included. It is requested that the report be divided into two separate parts: one part listing companies doing building trades work; and the other part listing companies doing non-construction work (such as engineering, surveying, or cleaning) related to the project.**

GENERAL CONTRACTOR'S SUBCONTRACTOR/VENDOR REPORT

Project Name: _____

Contact Person: _____

General Contractor: _____

Telephone Number of Contact Person: _____

Date: _____

Page # ___ of ___

Name/Address/Telephone	Check if Second or Third Tier Sub-Contractor*	Tax I.D.	Dollar Amount	Trade, Construction Element, or Service	If MBE/WBE, Specify Group(s)**	Check if Section 3

Page 11

**If yes, state here (or on an attached page if necessary) the name of the higher tier subcontractor who has contracted with this lower tier subcontractor: _____*

***African American, Hispanic, Native American, Asian/Pacific Islander, Eskimo/Aleut; Female*

**Nondiscrimination
and Equal Employment Opportunity**

NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

OVERVIEW

In accordance with Executive Order 11246 (3 CFR, 1964-1965 Comp., p. 339), as implemented by DOE regulations at 10 CFR part 1040 of September 24, 1965, as amended, and as implemented by Department of Labor regulations 41 CFR Chapter 60, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Equal Opportunity Clause, the Certification of Nonsegregated Facilities, and the Certification of Compliance with Affirmative Action Requirements for Equal Employment Opportunity which are included in this section are mandated by this Executive Order and the implementing regulations.

In accordance with Title VI of the Civil Rights Act of 1964 (42 USC 2000d, et seq.) as implemented by the DOE regulations at 10 CFR part 1040, there shall be no discrimination on the basis of race, color, or national origin in activities covered by this Contract.

In accordance with Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, no person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in activities covered by this Contract, including employment, on the ground of race, color, national origin, sex, or religion, either directly or through contractual, licensing, or other arrangements.

There shall be no discrimination resulting from this Contract on the basis of age under the Age Discrimination Act of 1975 (42 USC 6101, et seq.), as implemented by the Department of health and Human Services regulations at 45 CFR part 90 and the Department of Energy regulations at 10 CFR part 1040.

Section 109 also prohibits discrimination with respect to an otherwise qualified person with disabilities, as provided in Section 504 of the Rehabilitation Act of 1973. In accordance with the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973, there shall be no discrimination against persons with disabilities regarding employment or other economic opportunities resulting from this Contract.

Inclusion of the equal opportunity clauses in this Contract are required by Executive Order 11246 of September 24, 1965, as amended, and as implemented by Department of Labor regulations 41 CFR Chapter 60. The equal opportunity clauses contain the following important provisions:

- nondiscrimination in employment and treatment during employment,
- notices to be posted at the job site,
- equal employment opportunity statement in solicitation and advertising,
- notification to labor unions,
- agreement to comply with all provisions of Executive Order 11246,
- agreement to furnish required reports,

- agreement to permit access to records,
- sanctions and remedies for non-compliance, and
- inclusion of clause in all subcontracts and obligation of Contractor to help enforce it.

In accordance with Title IX of The Education Amendments of 1972 (20 USC 1681, et seq.), as implemented by DOE regulations at 10 CFR 1040. There shall be no discrimination on the basis of sex or blindness.

CONTRACT REQUIREMENTS

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, or national origin. Such action shall include but not be limited to (i) employment, upgrading, demotion, or transfer; (ii) recruitment or recruitment advertising; (iii) layoff or termination; (iv) rates of pay or other forms of compensation; and (v) 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 provision of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor during the performance of this contract, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor unions or worker's 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.
4. During the performance of this contract, 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.
5. 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.
6. In the event of the Contractor's non-compliance with the nondiscrimination clauses of the 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.
7. The Contractor will include the equal opportunity clause and all the contract requirements defined herein 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 non-compliance; *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.

8. The Contractor will not discriminate against any employee or applicant for employment on the basis of disability, in accordance with Section 504 of the Rehabilitation Act of 1973 (29 USC 794), as implemented by the Department of Justice regulation at 28 CFR part 41 and the Department of Energy regulations at 10 CFR part 1041.
9. The Contractor will not discriminate on the basis of disability in accordance with the Architectural Barriers Act of 1968 (42 USC 4151, et seq.) for the design, construction and alteration of buildings and facilities financed with federal funds.

CERTIFICATION OF NONSEGREGATED FACILITIES

General Contractor submits this form when the Contract is signed. Subcontractors must submit this form before beginning work on the project.

Company Name: _____

Company Address: _____

Company Telephone Number: _____ Date: _____

Company Tax Identification Number: _____

Name of Project: _____

Is Company (check one) *General Contractor* or *Subcontractor* on this project?

As used in this certification, the term "segregated facilities" means any waiting room, work area, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom or otherwise.

The Contractor certifies that no segregated facilities are or will be maintained or provided for the Contractor's employees at any of the Contractor's establishments, and that the Contractor's employees do not and will not be permitted to perform their services at any location under the Contractor's control where segregated facilities are maintained.

The Contractor further agrees (except if the Contractor has obtained identical certifications from proposed Subcontractors for specific time periods) that, prior to entering into subcontracts which exceed \$10,000 and are not exempt from the Equal Opportunity Clause, the Contractor will

- (1) obtain identical certifications from proposed Subcontractors;
- (2) retain the certification in its files; and
- (3) forward the following notice to proposed Subcontractors (except if the proposed Subcontractors have submitted identical certifications for specific time periods):

"Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities: A Certification of Nonsegregated facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually)."

The Contractor agrees that a breach of this certification or a breach of a Subcontractor's identical certification is a violation of the Equal Opportunity Clause in the Contract. The penalty for making false statements in these certifications is prescribed in 18 USC 1001.

Signature of Officer or Owner of Company: _____

Printed Name and Title of Signatory Above: _____

CERTIFICATION OF COMPLIANCE WITH AFFIRMATIVE ACTION REQUIREMENTS FOR EQUAL EMPLOYMENT OPPORTUNITY

General Contractor submits this form when the Contract is signed. Subcontractors must submit this form before work begins.

Company Name: _____

Company Address: _____

Company Telephone Number: _____ Date: _____

Company Tax Identification Number: _____

Name of Project: _____

Signature of Officer or Owner of Company: _____

Printed Name and Title of Signatory Above: _____

Check YES or NO whether the following statement applies to this company. If YES, complete the remainder of this form. If NO, do not answer the remaining questions.

The company has more than 50 employees AND has or is bidding for a contract or purchase order amounting to \$50,000 or more for the project designated above.

Yes No

Executive Order 11246 and 41 CFR part 60 require that certain companies involved in federally assisted construction projects develop and keep on file at each of their establishments an Affirmative Action Plan for achieving equal employment opportunity. Progress reports on utilization of minorities are to be completed annually on or before March 31. Previously, the reports were to be submitted to the Equal Employment Opportunity Commission or the administering agency within 30 days after the award of the contract or subcontract unless such a report was previously filed within 12 months preceding the date of the award. The requirement now is that these progress reports be kept on file at the company. Bidders and subcontractors who meet the criteria above must also answer the following questions.

The company has developed and has on file at each establishment affirmative action programs as required by 41 CFR part 60.

Yes No

The company has participated in a previous contract or subcontract subject to the equal opportunity clause requirements for affirmative action programs.

Yes No

The company has filed all reports as required by 41 CFR part 60.

Yes No

Minority and Women Owned Business Enterprise Requirements

**POLICY WITH RESPECT TO
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES
(MBEs/WBEs)**

To the maximum extent feasible, opportunities for contracting in connection with this project shall be given to MBEs/WBEs. Upon acceptance of a bid by ACDS, if any portion of the Contract is subcontracted, the Contractor will be expected to solicit MBE/WBE firms to bid on various aspects of the Contract. Resources available to assist the Contractor in finding or notifying MBE/WBE firms include, but are not limited to the following.

The County's MBE Program:

MBE Coordinator, Office of the Purchasing Agent
2660 Riva Road, Third Floor
Annapolis, MD 21401 (410) 222-7667

Various MBE/WBE directories available for use by the Contractors from 8:30 a.m. to 5:00 p.m., Monday through Friday, at:

Arundel Community Development Services, Inc.
2666 Riva Road, Suite 210
Annapolis, MD 21401 (410) 222-7600

A list of MBE/DBE certified by the Maryland Department of Transportation may be accessed online by visiting: www.mdot.state.md.us.

Minority trade associations:

Maryland/Washington Minority Contractors Association
1107 North Point Blvd., Suite 227 website: www.mwmca.org
P.O. Box 2671 e-mail wrf@mwmca.org
Baltimore, MD 21224 (410) 282-6101; Fax (410) 282-6102

National Association of Minority Contractors
666 11th Street NW, Suite 520 e-mail national@namcline.org
Washington, D.C. 20001 (202) 347-8259

For each MBE/WBE with whom a Contractor enters into a contract, the MBE/WBE Identification Statement shall be completed. This form was designed by ACDS to obtain information which it must report to the federal government on behalf of Anne Arundel County regarding MBE/WBE participation in certain DOE programs. It is the only MBE/WBE certification required for this project by ACDS. However, some projects which are partially financed by the State of Maryland may require a separate certification of a firm by the Maryland Department of Transportation in order for the firm to count toward meeting the State's minority business participation goals for the project. If State funding of the project requires Maryland Department of Transportation certification and any additional documentation, those requirements will be stated elsewhere in the Contract.

MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES IDENTIFICATION STATEMENT

If applicable, this form is to be submitted by the General Contractor, Consultant or Service Provider as part of the Contract or Agreement, and by Subcontractors before they begin work.

Name of Company/Organization: _____

Address of Company/Organization: _____

Company/Organization Telephone Number: _____

Tax Identification Number: _____

Name of Project: _____

1. Indicate if, on this project, you are a
 - general contractor/consultant/service provider
 - subcontractor Specify trade or service: _____
 - supplier/vendor Specify product or service: _____
2. When was the company/organization established? _____
3. State the name of each owner of the enterprise, whether they are WBE and/or MBE, their percentage of ownership, and the applicable minority group.

Name	WBE		MBE			Minority Group(Check all that apply)			
	Yes	No	Yes	No	% Ownership	African American	Hispanic American	Native American	Asian/Pacific Islander American

4. The above percentages of ownership have existed since _____.
5. Does any owner of your enterprise who is not a minority group member also have an

ownership interest in any other firm working on this project? Yes No
(If yes, state the name of each such owner and the names of the firms in which such ownership interests exists.)

6. Has your enterprise entered into any agreement with any of the firms named in Question #5? Yes No
(If yes, describe such agreements.)

7. Are any of the minority owners listed in Question #3 or any minority group member officers of your business a former or current employee of any other firm working on the project? Yes No
(If yes, state the name(s) of the individual(s), name(s) of the employer(s), date(s) of employment with the other firm(s), and responsibilities in such employment.)

8. Has your enterprise subcontracted with other firms any work to be performed on this project? Yes No
(If yes, state the percentage of work subcontracted and the nature of such work.)

I certify that the foregoing information is correct and complete.

Printed or Typed Name of Owner or Officer

Signature of Owner or Officer

Title of Owner or Officer Above

Date

Federal Labor Requirements

FEDERAL LABOR REQUIREMENTS: OVERVIEW OF IMPORTANT POINTS

Please Note: This Contract is being funded with federal dollars being made available through the federal enactment of the American Recovery and Reinvestment Act of 2009 and is therefore subject to the federal reporting requirements governing the use of these funds. Therefore, this Contract requires that the Contractor report on the number of jobs created and/or retained through this Contract. The Contractor and all subcontractors must indicate all new hires on the weekly certified payroll forms.

Federal Labor Standards apply to this Contract. These labor standards include Davis-Bacon and Related Acts. In brief, this means:

- Wage rates paid to employees of the Contractor and employees of all subcontractors must be no less than those in the Department of Labor “Wage Decision” for this project.
- The minimum wage rate for a trade not on the “Wage Decision” must be established in conjunction with ACDS and HUD based on Department of Labor regulations.
- Employees must be paid “time and a half” for hours which exceed 40 in any one week, as mandated by the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 - 333).
- Salaries of all employees of the Contractor and subcontractors under this Contract shall be paid unconditionally and not less often than once a week without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland Anti-Kickback Act of June 13, 1934 (40 U.S.C. 276c). The Copeland Act makes it a criminal offense to induce any person employed under this Contract to give up any part of the compensation to which he or she is entitled.
- Weekly Certified Payroll Reports must be submitted by the Contractor and all subcontracts, as mandated by the Copeland Act.
- A “working subcontractor” who performs trade work at the project site **and has employees working at the site** must submit weekly certified payroll reports on which he includes the hours he worked on the project. However, he may identify himself on those reports as “owner” and omit the wage rate he pays himself.

*A “working subcontractor” who performs trade work at the project site **and has no employees working at the site** must be included on the General Contractor’s weekly certified payroll reports. His trade, wage rate, and hours must be included. The terms “1099” or “subcontractor” may be used to indicate why no deductions are taken. Regardless of the bid amount of the subcontract, this subcontractor must actually be paid weekly and at a wage rate no less than that established by the Wage Decision or accepted additional classification procedures. If the subcontract provides for additional compensation, the amounts owed shall be paid by the General Contractor periodically and/or at the end of the project in response to invoices submitted by the subcontractor.*

- **Contractors must use the “Wage Decision” in effect when the bids are opened for this project. The most recent “Wage Decision” available is included in the bid documents. If this “Wage Decision” is modified by the Department of Labor prior to the opening of bids, the new rates will apply if the modification occurs at a time when it is still feasible for ACDS to notify potential bidders.**

Federal Labor Standards Provisions

Applicability

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

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

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The United States Department of Labor (DOL) shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2)** The classification is utilized in the area by the construction industry; and
 - (3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and DOL agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent to the Administrator of the Wage and Hour Division,

Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the representative within the 30-day period that additional time is necessary.

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and DOL or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the questions, including the views of all interested parties and the recommendation shall be referred to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the representative within the 30 day period that additional time is necessary.

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to DOL or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to DOL or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the

payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii) , the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

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

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

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

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

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the

job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3

which are incorporated by reference in this contract

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

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

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

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

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded DOE contracts or participate in DOE programs pursuant to Executive Order 12549.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded DOE contracts or participate in DOE programs pursuant to Executive Order 12549.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

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

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

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated

damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. DOE or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

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

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

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

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

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor.

PAYROLL

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

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

Rev. Dec. 2008

OMB No.: 1215-0149
 Expires: 12/31/2011

NAME OF CONTRACTOR		OR SUBCONTRACTOR		ADDRESS										OMB No.: 1215-0149 Expires: 12/31/2011							
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 WITHHOLDING 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 WORKED EACH DAY	FICA	WITH- HOLDING TAX			OTHER	TOTAL DEDUCTIONS											
			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(a)(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 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

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,
63 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.

AUTHORIZATION TO SIGN CERTIFIED PAYROLL FORMS

PROJECT: _____

I hereby authorize the following person(s) to sign Certified Payroll Forms for this project.

NAME OF PERSON AUTHORIZED TO SIGN CERTIFIED PAYROLL FORMS	TITLE OF PERSON AUTHORIZED TO SIGN CERTIFIED PAYROLL FORMS

COMPANY: _____

SIGNATURE OF OFFICER OR OWNER: _____

PRINTED NAME OF SIGNATORY: _____

TITLE OF SIGNATORY: _____

DATE: _____

**REQUEST FOR APPROVAL OF WAGE RATE(S)
FOR
ADDITIONAL CLASSIFICATION(S)**

PROJECT: _____

The company below will employ one or more workers to perform trades which are not listed in the wage decision which was issued for this project. The trades and the wages and fringe benefits which will be paid for the work on this project are listed below for approval by the U.S. Department of Labor. The employees will receive no less than the wages plus the fringe benefits or the wages plus the value of the fringe benefits in cash. The amounts are no less than the wage rates for the lowest paid skill on the wage determination and are acceptable to the employees involved.

TRADE (ADDITIONAL CLASSIFICATION)	WAGE RATE	FRINGE BENEFIT CASH VALUE

COMPANY: _____

SIGNATURE OF OFFICER OR OWNER: _____

PRINTED NAME OF SIGNATORY: _____

TITLE OF SIGNATORY: _____

DATE: _____

Waste Stream Plan

The Contractor will be required to execute this form prior to contract award.

WASTE STREAM PLAN

Requirements – The Contractor and all subcontractors must perform all hazardous and non-hazardous waste handling and disposal operations in a prudent, conscientious, safe and professional manner. At a minimum, Contractor and all subcontractors shall comply with all applicable Maryland Department of the Environment and local laws, regulations and procedures including, but not limited to, those promulgated under the Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Occupational Safety and Health Act and the Hazardous Materials Transportation Act. The Contractor shall be responsible for all necessary personnel, labor, transportation, packaging, equipment and the compilation and submission of all required documents. The Contractor shall also ensure that all personnel involved in handling and packaging hazardous and non-hazardous waste be trained for the level of expertise required for the proper performance of the task and, in particular, in the areas of chemical incompatibility, general first aid procedures and spills. The Contractor is solely responsible for any and all spills or leaks and subsequent clean ups that may be required which occur as a result of or are contributed to by the actions of the Contractor or subcontractors. The Contractor must clean up such spills or leaks to the satisfaction of Maryland Department of the Environment and in a manner that complies with all applicable federal and local laws and regulations.

If applicable, the Contractor is responsible for providing the Maryland Department of the Environment with a copy of the manifest from the treatment, storage, disposal or recycling facility to which waste is sent. A copy of the manifest is required to be submitted by the destination facility irrespective of whether the facility is located in Maryland or another state.

CONTRACTOR CERTIFICATION

I agree to create and forward to ACDS prior to the start of construction, a waste stream plan identifying and addressing the waste to be generated by the project. This waste management plan will describe a process for disposing of any sanitary or hazardous waste (e.g., construction and demolition debris, old light bulbs, lead ballasts, lead based paint, piping, roofing material, discarded equipment, debris, and asbestos) generated as a result of the project.

Name of Authorized Signature

Title of Authorized Signature

Signature

Date

**AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
REPORTING REQUIREMENTS**

This report must be submitted to Arundel Community Development Services, Inc. on a monthly basis.

**AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
REPORTING REQUIREMENTS
(DESIGN PHASE ONLY)**

Project Name: _____

Company's Legal Name: _____

Also Doing Business As: _____

Address: _____ Phone: _____

Contact Person: _____ Phone: _____

Fax Number: _____ DUNS Number: _____

Federal Tax I.D. Number: _____

Federal Congressional District: _____

Jobs Reporting:

As this project is being funded by the American Recovery and Reinvestment Act of 2009, you are required to report the number of jobs created and/or retained through the design phase of this contract. Jobs information must be submitted to ACDS on a monthly basis. For the design phase only for this contract you are required to submit a report for the reporting periods checked below by the corresponding date to that reporting period.

Jobs Created:

To report the number of new jobs created, take the total number of hours worked by all new hires on this contract and divide that number by one-fourth of a full time position for a full year (i.e. $2080 \div 4 = 520$). Please show the complete calculation below.

Number of New Hires: _____

Total number of hours worked on this contract during the reporting period by all new hires: _____

Total hours worked by all new hires divided by 520 hours: _____

Retained Jobs:

To report the number of jobs retained, take the total number of hours worked on this contract by all employees other than new hires during the reporting period and divide that number by one-fourth of a full time position for a full year. Please show the complete calculation below.

Number of staff members who worked on this contract – other than new employees – during the reporting period: _____

Total number of hours worked on this contract during the reporting period by staff other than new hires: _____

Total hours worked by employees other than new hires divided by 520 hours: _____

I certify that the information provided herein is true and correct.

Name Authorized Signature

Title of Authorized Signature

Signature

Date