ATTACHMENT E

STANDARD FORMS

WH-347 (Certified Payroll Form) Instructions

General: The use of the WH-347 payroll form is not mandatory. This form has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 CFR, Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

This form meets needs resulting from the amendment of Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay not less than fringe benefits as predetermined by the Department of Labor, in addition to payment of not less than the predetermined rates. The contractor's obligation to pay fringe benefits may be met either by payment of the fringes to the various plans, funds or programs or by making these payments to the employees as cash in lieu of fringes.

This payroll provides for the contractor's showing on the face of the payroll all monies to the employees, whether as basic rates or as cash in lieu of fringes and provides for the contractor's representation in the statement of compliance on the rear of the payroll that he is paying to other fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Column 1 - Name, Address, and Social Security Number of Employee: The employee's full name and Social Security Number must be shown on each weekly payroll submitted. The employee's address must also be shown on the payroll covering the first week in which the employee works on the project. The address need not be shown on subsequent weekly payrolls unless the address changes.

Column 2 - Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by employees. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. Employee may be shown as having worked in more than one classification provided accurate breakdown or hours so worked is maintained and shown on submitted payroll by use of separate entries.

Column 4 - Hours worked: On all contracts subject to the Contract Work Hours Standard Act enter as overtime hours worked in excess of 8 hours per day and 40 hours a week.

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay, including Fringe Benefits: In straight time box, list actual hourly rate paid the employee for straight time worked plus in cash in lieu of fringes paid the employee. When recording the straight time hourly rate, any cash paid in lieu of fringes may be shown separately from the basic rate, thus $3.25/.40. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. In overtime box

shown overtime hourly rate paid, plus any cash in lieu of fringes paid the employee. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962. In addition to paying no less than the predetermined rate for the classification which the employee works, the contractor shall pay to approved plans, funds or programs or shall pay as cash in lieu of fringes amounts predetermined as fringe benefits in the wage decision made part of the contract. See "FRINGE BENEFITS" below.

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

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

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employee as cash in lieu of fringes and the hourly amount paid to plans, funds, or programs as fringes. The contractor shall pay, and shall show that he is paying to each such employee for all hours (unless otherwise provided by applicable determination) worked on Federal or Federally assisted project an amount not less than the predetermined rate plus cash in lieu of fringes as shown in Section 4(c). The rate paid and amount of cash paid in lieu of fringe benefits per hour should be entered in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of the employees' weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus $63.00/$120.00.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction should be involved, use first 4 columns; show the balance deductions under "Other" column; show actual total under "Total Deductions" column: and in the attachment to the payroll describe the deduction contained in the "Other"

column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 CFR, Part 3. If the employee worked on other jobs in addition to this project, show actual deductions from his weekly gross wage, but indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While this form need not be notarized, the statement on the back of the payroll is subject to the penalties provided by 18 USV 1001, namely, possible imprisonment of 5 years or $10,000.00 fine or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Space has been provided between item (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See paragraph entitled "FRINGE BENEFITS" above for instructions concerning filling out paragraph 4 of the statement.

Note: In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at http://www.adobe.com/products/acrobat/readstep.html. To save the completed forms on your workstation, you need to use the "Save..As" method to save the file.
For example, move your mouse curser over the PDF link and click on your "RIGHT" mouse button. This will cause a menu to be displayed, from which you will select the proper save option -- depending upon which browser you are using:

For Microsoft IE users, select "Save Target As"
For Netscape Navigator users, select "Save Link As"

Once you've selected the proper save option for your browser, and have saved the file to a location you specified, go to your program menu and start the Adobe Acrobat® Reader. Once open, locate the PDF file you saved and open it directly in Acrobat®.

For additional instructions on the WH-347 (Certified Payroll) Form, go to:

http://www.dol.gov/esa/forms/whd/wh347instr.htm

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

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

OMB No.: 1215-0149
Expires: 03/31/2003

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ | ADDRESS

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

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	DT. OR ST.	(4) DAY AND DATE / HOURS WORKED EACH DAY							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			D								0.00		$0.00						$0.00	$0.00
			S								0.00	/								
			D								0.00		$0.00						$0.00	$0.00
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We estimate that it will take an average of 56 minutes to complete this collection of information, 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 of information, 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 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), 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.

* U.S. G.P.O.:1997 519.881

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

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

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 / HOURS WORKED EACH DAY							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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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.

(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, 63 Start. 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.

BID BOND *(See instruction on reverse)*	DATE BOND EXECUTED *(Must not be later than bid opening date)*	OMB NO.: **9000-0045**

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

PRINCIPAL *(Legal name and business address)*

TYPE OF ORGANIZATION *("X" one)*

☐ INDIVIDUAL ☐ PARTNERSHIP

☐ JOINT VENTURE ☐ CORPORATION

STATE OF INCORPORATION

SURETY(IES) *(Name and business address)*

PENAL SUM OF BOND					BID IDENTIFICATION	
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO.
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	FOR *(Construction, Supplies, or Services)*	

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL

SIGNATURE(S)	1. *(Seal)*	2. *(Seal)*	3. *(Seal)*	*Corporate Seal*
NAME(S) & TITLE(S) *(Typed)*	1.	2.	3.	

INDIVIDUAL SURETY(IES)

SIGNATURE(S)	1. *(Seal)*	2. *(Seal)*
NAME(S) *(Typed)*	1.	2.

CORPORATE SURETY(IES)

SURETY A	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT ($)	*Corporate Seal*
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) *(Typed)*	1	2.		

SURETY B	NAME & ADDRESS		STATE OF INC	LIABILITY LIMIT ($)	Corporate Seal
	SIGNATURE(S)	1	2.		
	NAME(S) & TITLE(S) *(Typed)*	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC	LIABILITY LIMIT ($)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) *(Typed)*	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT ($)	Corporate Seal
	SIGNATURE(S)	1	2.		
	NAME(S) & TITLE(S) *(Typed)*	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT ($)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) *(Typed)*	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT ($)	Corporate Seal
	SIGNATURE(S)	1.	2		
	NAME(S) & TITLE(S) *(Typed)*	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT ($)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) *(Typed)*	1.	2.		

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved

3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., (e.g., 20% of the bid price but the amount not to exceed _____ dollars).

4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designed "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.

5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal": and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

6. Type the name and title of each person signing this bond in the space provided.

7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

CORPORATE SURETY(IES) *(Continued)*

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT $	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) *(Typed)*	1	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT $	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) *(Typed)*	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT $	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) *(Typed)*	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT $	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) *(Typed)*	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT $	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) *(Typed)*	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT $	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) *(Typed)*	1.	2.		

BOND PREMIUM	RATE PER THOUSAND ($)	TOTAL ($)

INSTRUCTIONS

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

PAYMENT BOND
(See instructions on reverse)

DATE BOND EXECUTED *(Must be same or later than date of contract)*

OMB No.: **9000-0045**

Public reporting burden for this collection of information is estimate to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405

PRINCIPAL *(Legal name and business address)*

TYPE OF ORGANIZATION *("X" one)*

☐ INDIVIDUAL ☐ PARTNERSHIP

☐ JOINT VENTURE ☐ CORPORATION

STATE OF INCORPORATION

SURETY(IES) *(Name(s) and business address(es)*

PENAL SUM OF BOND

MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS

CONTRACT DATE	CONTRACT NO.

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

PRINCIPAL

SIGNATURE(S)	1. (Seal)	2. (Seal)	3. (Seal)	Corporate Seal
NAME(S) & TITLE(S) *(Typed)*	1.	2.	3.	

INDIVIDUAL SURETY(IES)

SIGNATURE(S)	1. (Seal)	2. (Seal)
NAME(S) *(Typed)*	1.	2.

CORPORATE SURETY(IES)

SURETY A	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT $	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) *(Typed)*	1.	2.		

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STANDARD FORM 25A (REV. 10-98)
Prescribed by GSA-FAR (48 CFR) 53.2228(c)

CORPORATE SURETY(IES) *(Continued)*

SURETY B	NAME & ADDRESS		STATE OF INC	LIABILITY LIMIT $	Corporate Seal
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) *(Typed)*	1.	2.	
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT $	Corporate Seal
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) *(Typed)*	1	2	
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT $	Corporate Seal
	SIGNATURE(S)	1.	2	
	NAME(S) & TITLE(S) *(Typed)*	1.	2.	
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT $	Corporate Seal
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) *(Typed)*	1.	2.	
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT $	Corporate Seal
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) *(Typed)*	1.	2.	
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT $	Corporate Seal
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) *(Typed)*	1.	2.	

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under the Act of August 24, 1935, 49 Stat. 793 (40 U.S.C. 270a-270e). Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

TO BE TYPED ON CONTRACTOR'S LETTERHEAD

[DATE]

John Doe & Associates
Architects & Engineers
ANY TOWN, USA

Subject: **Monthly Progress Report**
Contract No: AE-_____
[Project Title]_____
_____Job Corps Center
[City, State]_____

Gentlemen:

Attached herewith is our updated construction schedule, as required by the contract, indicating our scheduled and actual progress. Please note delays in two areas:

1. Foundation excavation at Building No. 6 is approximately two weeks behind schedule. This is due primarily to a ground water problem as discussed in our letter dated June 1, 2008. This problem has been resolved and we anticipate being back on schedule by the end of the next month.

2. We have been informed that, due to a strike at the factory, the transformer serving Building No. 3 will be approximately eight weeks late. We are currently contacting other manufacturers.

All other items on this progress chart are on schedule.

If you have any questions concerning this, please feel free to contact me.

Sincerely,

[Signature and Name of Contractor]

Attachment

cc: COTR
ESC PM

SAMPLE CONTRACTOR'S MONTHLY PROGRESS STATEMENT

DATE OF SCHEDULE

SAMPLE

PROGRESS SCHEDULE

ANYTOWN JOB CORPS CENTER

CONTRACT NUMBER

PROJECT NAME

Item Description	% Complete	$ Amount	Jan	Feb.	March	April
1. General Requirements						
Social Conditions						
Testing						
2. Site Work						
Site Cleaning						
Bldg. Excavation						
Fitting and Grading						
Demolition						
Site Utilities						
Landscaping Work						
3. Concrete						
Cast-in-Place						
Pre-Cast						
Reinforcing						
4. Masonary						
Unit Masonary Work						
Brick Paving						
Reinforcing						
5. Metals						
Miscellaneous Metals						
Structual Steel						
Metal/Decking						
6. Wood						
Case Work						
Rough Carpentry						
Finish Carpentry						
Rough Hardware						
7. Moisture Protection						
Built-up Roofing						
Roof Insulation & Sheet Metal Work						
Building Insulation						
Fluid Applied Waterproofing						
Bitumonous Dampproofing						
Sealants and Caulking						
Gutters for Down Spouts						
8. Doors, Windows and Glass						
Hollow Metal Doors						
Hollow Metal Frames						
Wood Doors						
Hollow Metal Windows						
Wood Window						
Glass and Glazing						
Finish Hardware						

9. Finishes						
Painting						
Ceramic Tile						
Flooring						
Carpeting						
10. Socialities						
Toilet Accessories						
Toilet/Shower Partitions						
Signage						
13. Social Construction						
Pre-Engineered Building						
14. Conveying Systems						
Elevators						
15. Mechanical						
Mechanical General						
Plumbing						
Ductwork						
Ventilation & Heating						
Air Conditioning						
16. Electrical						
Conduit & Wiring						
Electrical Distribution System						
Grounding Systems						
Telephone Systems						
TOTAL	100%					

LEGEND

	Original Schedule
Completed-to-Date	Revised Schedule

PAY REQUEST
(Submit in four copies, to DOL)

APPLICATION FOR PAYMENT NO._____ CONTRACT NO. _____ DATE_____
Period covered by this application: from_____ to _____
Project:_____
Construction Contractor:_____

	1	2	3	4	5
	Basic Contract	Completed to Date	Uncompleted Balance	Previous Application	This Application
7. MOISTURE PROTECTION					
Built-up Roofing, Roof Insulstion & Sheet Metal Work					
Fluid Applied Waterproofing					
Bituminous Damproofing					
Roof Vents					
Salants and Caulking					
Metal Fascia and Trim					
8. DOORS, WINDOWS AND GLASS					
Hollow Metal Doors & Frames					
Aluminum Doors and Frames					
Glass and Glazing					
Rolling Fire Shutter					
Finish Hardware, General					
9. FINISHES					
Painting					
Ceramic Tile					
10. SPECIALTIES					
Ash Receptacles					
Architecture Louvers					
11. EQUIPMENT					
Parking Devices					
Campus Directories					
12. CONVEYING SYSTEMS					
Hydraulic Elevator					

Total Basic Contract	
Mod. No 1 thru	
Total Contract values to dated	

A. Value of completed work to date from Column 2	
B. Less retention (10% of line A)	
C. Sub-total due to date (A less B)	
D. Less previous payments	

Construction completed date_____ % competed_____ Days to completion_____

PAY REQUEST
(Submit in four copies, to DOL)

APPLICATION FOR PAYMENT NO._____ CONTRACT NO. _____ DATE _____
Period covered by this application: from _____ to _____
Project: _____
Construction Contractor: _____

	1	2	3	4	5
	Basic Contract	Completed to Date	Uncompleted Balance	Previous Application	This Application
13. MECHANICAL					
Mechanical General					
Plumbing & Heating, Ventilating & Air Conditioning					
Equipment & Materials					
Plumbing & Heating, Ventilating & Air Conditioning					
Equipment & Materials					
General					
Piping Systems					
Pipe, Fitting & Accessories					
Valves					
Painting					
Pumping Equipment					
Motors					
Bases, Support & Vibration Isolation					
Insulation					
Plumbing					
Plumbing General					
Outside Utilities					
Drainage					
Water Supply					
Fire Sprinkler					
Compressed Air					
Heating, Ventilating & Air Conditioning					
Heating, Ventilating & Air Conditioning General					
Diesel Oil					
Air Handling					
Duct Work and Casing					
Air Outlets					
Automatic					
Total Basic Contract					
Mod. No 1 thru					
Total Contract values to dated					
A. Value of completed work to date from Column 2					
B. Less retention (10% of line A)					
C. Sub-total due to date (A less B)					
D. Less previous payments					

Construction completed date _____ % competed _____ Days to completion _____

PAY REQUEST
(Submit in four copies, to DOL)

APPLICATION FOR PAYMENT NO._____ CONTRACT NO. _____ DATE_____
Period covered by this application: from _____ to _____
Project: _____
Construction Contractor: _____

	1	2	3	4	5
	Basic Contract	Completed to Date	Uncompleted Balance	Previous Application	This Application
14. ELECTRICAL					
General Requirement					
Conduit and Fittings					
Wire and Cable					
Distribution Equipment					
Panelboards					
Wiring Devices and Materials					
Lighting Fixtures					
Motors, Starters & Controls					
Grounding System					
Telephone System					
Emergency					
Signal Systems					
Site Facilities					
Total Basic Contract					
Mod. No 1 thru					
Total Contract values to dated					
A. Value of completed work to date from Column 2					
B. Less retention (10% of line A)					
C. Sub-total due to date (A less B)					
D. Less previous payments					

Construction completed date _____ % competed _____ Days to completion _____

Pay Request

CERTIFICATIONS

I hereby certify, to the best of my knowledge and belief, that -

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

_____
(Name of Company)

_____
(Name and Title of Authorized Signature)

_____
(Date)

This is to certify that in accordance with your contract dated _____, the Contractor is entitled to payment in the amount of ($_____) _____ _____ dollars and _____ cents.

_____
(Name of Company)

_____
(Name and Title of Authorized Signature)

_____
(Date)

ACH Vendor/Miscellaneous Payment Enrollment Form

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L.93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used to transmit payment data, by electronic means to the vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

SECTION I

AGENCY IDENTIFIER: DOL | AGENCY LOCATION CODE (ALC): 16-01-2018

ADDRESS: U.S. DEPARTMENT OF LABOR
Office of the Chief Financial Officer
200 Constitution Avenue, N.W., Room S4502
Washington, D.C. 20210

CONTACT PERSON: James Smoot WORK: 202 693-6845 FAX: 202 693-6963

SECTION II

PAYEE/COMPANY INFORMATION

NAME: | SS / TIN / EIN:

ADDRESS:

CONTACT PERSON: TELEPHONE NO:

FINANCIAL INSTITUTION INFORMATION

NAME:

ADDRESS:

ACH COORDINATOR: | TELEPHONE NUMBER:

TYPE OF ACCOUNT: ☐ CHECKING ☐ SAVINGS

DEPOSITOR ACCOUNT TITLE:

DEPOSITOR ACCOUNT NUMBER: ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

ROUTING TRANSIT NUMBER (9 - DIGITS): ☐☐☐☐☐☐☐☐☐

SECTION III

CERTIFICATION OF DATA

NAME: TITLE/POSITION:

SIGNATURE: DATE: TELEPHONE NO:

TO BE TYPED ON CONTRACTOR'S LETTERHEAD

[DATE]

Mr. William Dakshaw
Contracting Officer's Technical Representative
U.S. Department of Labor/ETA
P.O. Box 682
Arlington, Virginia 22216-0682

Subject: **Notice of Substantial Completion**
Contract No. _____
[Project Title]_____
_____ Job Corps Center

Dear Mr. Dakshaw:

This letter is to inform you that work on the subject is substantially complete. Attached is a list of all outstanding work to be completed and the estimated date of completion for your review.

We respectfully request, prior to the issuing of the Certification of Substantial Completion, that a walk-through inspection be conducted by the Design Architect/Engineer and you or your representatives.

If you have any questions or comments, please feel free to contact me.

Sincerely,

[Signature and Name of Contractor]

cc: Design Architect/Engineer

SAMPLE NOTICE OF SUBSTANTIAL COMPLETION

TO BE TYPED ON CONTRACTOR'S LETTERHEAD

[DATE]

Mr. William Dakshaw
Contracting Officer's Technical Representative
U.S. Department of Labor/ETA
P.O. Box 682
Arlington, Virginia 22201

Subject: **Notice of Final Completion**
Contract No. _____
_____[Project Title]_____
_____Job Corps Center

Dear Mr. Dakshaw:

This letter is to inform you that we have completed all outstanding work as listed on the attachment to the Certificate of Substantial Completion, and all work within our contract. We respectfully request a walk-thru inspection of the project by the Design Architect/Engineer and you or your representative prior to the project closeout.

If you have any questions concerning this, please feel free to contact me.

Sincerely,

[Signature and Name of Contractor]

cc: Design Architect/Engineer

SAMPLE NOTICE OF FINAL COMPLETION

TO BE TYPED ON CONTRACTOR'S LETTERHEAD

[DATE]

Mr. William Dakshaw
Contracting Officer's Technical Representative
U.S. Department of Labor/ETA
P.O. Box 682
Arlington, Virginia 22201

Dear Mr. Dakshaw:

WHEREAS, the undersigned, [Name of Subcontractor], has been employed by [Name of Contractor], to furnish the following labor and/or materials, to wit: [Insert appropriate information], for the premises known as the [Name of] Job Corps Center, located in [City and State].

NOW, THEREFORE, the undersigned, for and in consideration of the sum of [Written Amount] Dollars [$ _____], and other good and valuable considerations, the receipt whereof is hereby acknowledged by the undersigned, does hereby waive and release any and all lien or claim of right to lien under statutes of the State of _____ relating to mechanics' liens, with respect to and on the above-described premises, and the improvements thereon, and on the material, fixtures, apparatus, or machinery heretofore furnished, or which may be furnished at any time hereafter, by the undersigned, to or on account of the said contractor or said owner, for the above-described premises.

Dated this [day] day of [Month, Year]

By:
[Subcontractor's Signature]

[Typed Name and Title]

Notary Public

SAMPLE CERTIFICATE OF PAYMENT TO SUBCONTRACTORS AND SUPPLIERS

TO BE TYPED ON CONTRACTOR'S LETTERHEAD

[DATE]

Mr. William Dakshaw
Contracting Officer's Technical Representative
U.S. Department of Labor/ETA
P.O. Box 682
Arlington, Virginia 22201

Dear Mr. Dakshaw:

In accordance with the provisions of the Construction Contract between the U.S. Department of Labor and the [Name and Address of Contractor], the [Name and Address of Surety], on bond for the Construction Contractor as indicated above, hereby approves of the final payment to the Construction Contractor, and agrees that final payment to the Construction Contractor shall not relieve the Surety Company of any of its obligations to the U.S. Department of Labor as set forth in said Surety Company's bond.

[Company Name]
[Signature of Authorized Representative]
[Title]
[Date]
[Corporate Seal, when applicable]

SAMPLE CONSENT OF SURETY TO FINAL PAYMENT

TO BE TYPED ON CONTRACTOR'S LETTERHEAD

[DATE]

Mr. Steve Johnson
Center Director
ANY TOWN Job Corps Center
ANY TOWN, USA

Subject: Life Safety Improvements
ANY TOWN Job Corps Center

Dear Mr. Johnson:

Our records indicate that all inspection reports, test results, operation and maintenance manuals, keys and keying schedules and as-built drawings have been turned over to the center. Also, all instructions and demonstrations of equipment to Job Corps personnel have been completed.

Please acknowledge that all of the above has been completed by signing and returning the original and enclosed two (2) copies of this letter.

Sincerely,

[Signature and Name of Contractor]

Acknowledged by: _____ Date: _____

SAMPLE REQUEST FOR CENTER TO ACKNOWLEDGE RECEIPT OF DOCUMENTS AND TRAINING