

CERTIFICATION REGARDING LOBBYING

(This Certification is required pursuant to 31 U.S.C. 1352)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$11,000 and not more than \$110,000 for each such failure.

Please check appropriate box:

No nonfederal funds have been used or are planned to be used for lobbying in connection with this application/award/contract.

or

Attached is Standard Form LLL, "Disclosure of Lobbying Activities," which describes the use (past or planned) of nonfederal funds for lobbying in connection with this application/award/contract.

Executed this _____ day of _____, 20____

by _____
(Type or Print Name)

(Title of Executing Official)

(Signature of Executing Official)

(Name of organization/applicant)

CONTRACT CLAUSE
NEW RESTRICTIONS ON LOBBYING

This contract, subcontract, or subgrant is subject to Section 319 of Public Law 101-121, which added section 1352, regarding lobbying restrictions, to Chapter 13 of Title 31 of the United States Code. The new section is explained in the common rule, 15 CFR Part 28 (55 FR 6736-6748, 2/26/90). Each bidder/applicant/recipient of this contract subcontract, or subgrant and subrecipients are generally prohibited from using Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with this Award.

Contract Clause Threshold

This Contract Clause regarding lobbying must be included in each application for a subgrant and in each bid for a contract or subcontract exceeding \$100,000 of Federal funds at any tier under the Federal Award.

Certification and Disclosure

Each applicant/recipient of a subgrant and each bidder/applicant/ recipient of a contract or subcontract exceeding \$100,000 of Federal funds at any tier under the Federal Award must file a "Certification Regarding Lobbying" and, if applicable, Standard Form LLL, "Disclosure of Lobbying Activities," regarding the use of any nonfederal funds for lobbying. Certifications shall be retained by the next higher tier. All disclosure forms, however, shall be forwarded from tier to tier until received by the Recipient of the Federal Award (grant), who shall forward all disclosure forms to the Federal agency.

Continuing Disclosure Requirement

Each subgrantee, contractor, or subcontractor that is subject to the Certification and Disclosure provision of this Contract Clause is required to file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person. Disclosure forms shall be forwarded from tier to tier until received by the Recipient of the Federal Award (grant) who shall forward all disclosure forms to the Federal agency.

Indian Tribes, Tribal Organizations, or Other Indian Organizations

Indian tribes, tribal organizations, or any other Indian organizations, including the Alaskan Native organizations, are excluded from the above lobbying restrictions and reporting requirements, but only with respect to expenditures that are by such tribes or organizations for lobbying activities permitted by other Federal law. An Indian tribe or organization that is seeking an exclusion from Certification and Disclosure requirements must provide (preferably in an attorney's opinion) EDA with the citation of the provision or provisions of Federal law upon which it relies to conduct lobbying activities that would otherwise be subject to the prohibitions in and to the Certification and Disclosure requirements of Section 319 of Public Law No. 101-121. Note, also, that a non-Indian subgrantee, contractor, or subcontractor under an award (grant) to an Indian tribe, for example, is subject to the restrictions and reporting requirements.

**U. S. DEPARTMENT OF COMMERCE
ECONOMIC DEVELOPMENT ADMINISTRATION**



**EDA CONTRACTING PROVISIONS
FOR CONSTRUCTION PROJECTS**

These EDA Contracting Provisions for Construction Projects (EDA Contracting Provisions) are intended for use by recipients receiving federal assistance from the U. S. Department of Commerce - Economic Development Administration (EDA). They contain provisions specific to EDA and other federal provisions not normally found in non-federal contract documents. The requirements contained herein must be incorporated into all construction contracts and subcontracts funded wholly or in part with federal assistance from EDA.

TABLE OF CONTENTS

1. Definitions
2. Applicability
3. Federally Required Contract Provisions
4. Required Provisions Deemed Inserted
5. Inspection by EDA Representatives
6. Examination and Retention of Contractor's Records
7. Construction Schedule and Periodic Estimates
8. Contractor's Title to Material
9. Inspection and Testing of Materials
10. "OR EQUAL" Clause
11. Patent Fees and Royalties
12. Claims for Extra Costs
13. Contractor's and Subcontractor's Insurance
14. Contract Security Bonds
15. Labor Standards - Davis-Bacon and Related Acts
16. Labor Standards - Contract Work Hours and Safety Standards Act
17. Equal Employment Opportunity
18. Contracting with Small, Minority and Women's Businesses
19. Health, Safety and Accident Prevention
20. Conflict of Interest and Other Prohibited Interests
21. New Restrictions on Lobbying
22. Historical and Archaeological Data Preservation
23. Clean Air and Water
24. Use of Lead-Based Paints on Residential Structures
25. Energy Efficiency
26. Environmental Requirements
27. Debarment, Suspension, Ineligibility and Voluntary Exclusions
28. EDA Project Sign

1. **DEFINITIONS**

Agreement – The written instrument that is evidence of the agreement between the Owner and the Contractor overseeing the Work.

Architect/Engineer - The person or other entity engaged by the Recipient to perform architectural, engineering, design, and other services related to the work as provided for in the contract.

Contract – The entire and integrated written agreement between the Owner and the Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

Contract Documents – Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents.

Contractor – The individual or entity with whom the Owner has entered into the Agreement.

Drawings or Plans – That part of the Contract Documents prepared or approved by the Architect/Engineer that graphically shows the scope, extent, and character of the Work to be performed by the Contractor.

EDA - The United States of America acting through the Economic Development Administration of the U.S. Department of Commerce or any other person designated to act on its behalf. EDA has agreed to provide financial assistance to the Owner, which includes assistance in financing the Work to be performed under this Contract. Notwithstanding EDA's role, nothing in this Contract shall be construed to create any contractual relationship between the Contractor and EDA.

Owner – The individual or entity with whom the Contractor has entered into the Agreement and for whom the Work is to be performed.

Project – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

Recipient - An entity receiving Federal financial assistance from EDA, including any EDA-approved successor to the entity.

Specifications – That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

Subcontractor – An individual or entity having direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

Work – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

2. **APPLICABILITY**

The Project to which the construction work covered by this Contract pertains is being assisted by the United States of America through federal assistance provided by the U.S. Department of Commerce - Economic Development Administration (EDA). Neither EDA, nor any of its departments, entities, or employees is a party to this Contract. The following EDA Contracting Provisions are included in this Contract and all subcontracts or related instruments pursuant to the provisions applicable to such federal assistance from EDA.

3. **FEDERALLY REQUIRED CONTRACT PROVISIONS**

(a) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate (Contracts more than the simplified acquisition threshold - currently fixed at \$100,000. *See* 41 U.S.C. 403(11)).

(b) Termination for cause and for convenience by the Recipient including the manner by which it will be effected and the basis for settlement (all contracts in excess of \$10,000).

(c) Compliance with Executive Order 11246 of September 24, 1965, *Equal Employment Opportunity*, as amended by Executive Order 11375 of October 13, 1967 and as supplemented by Department of Labor regulations at 41 C.F.R. chapter 60 (applicable to all construction contracts awarded in excess of \$10,000 by recipients of federal assistance and their contractors or subrecipients).

(d) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented by Department of Labor regulations at 29 C.F.R. part 3 (all contracts and subgrants for construction or repair).

(e) Compliance with the Davis-Bacon Act (40 U.S.C. § 3145) as supplemented by Department of Labor regulations at 29 C.F.R. part 5 (construction contracts in excess of \$2,000 awarded by Recipients and subrecipients).

(f) Compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations at 29 C.F.R. part 5. (construction contracts awarded by Recipients and subrecipients in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers)

(g) EDA requirements and regulations pertaining to reporting.

(h) EDA requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(i) EDA requirements and regulations pertaining to copyrights and rights in data.

(j) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. § 7606), section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, *Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act With Respect to Federal Contracts, Grants, or Loans*, and Environmental Protection Agency regulations at 48 C.F.R. part 15 (applicable to contracts, subcontracts, and subgrants of amounts in excess of \$ 100,000).

4. **REQUIRED PROVISIONS DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion of correction.

5. **INSPECTION BY EDA REPRESENTATIVES**

The authorized representatives and agents of EDA shall be permitted to inspect all work, materials, payrolls, personnel records, invoices of materials, and other relevant data and records.

6. **EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

(a) The Owner, EDA, or the Comptroller General of the United States, or any of their duly authorized representatives shall, generally until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders that do not exceed \$10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the Owner, EDA, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

7. **CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES**

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in a form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule. The Contractor also shall furnish the Owner (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only to determine the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

8. **CONTRACTOR'S TITLE TO MATERIAL**

No materials, supplies, or equipment for the work shall be purchased by the Contractor or by any subcontractor that is subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants and guarantees that he/she has good title to all work, materials, and equipment used by him/her in the Work, free and clear of all liens, claims, or encumbrances.

9. **INSPECTION AND TESTING OF MATERIALS**

All materials and equipment used in the completion of the Work shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. Materials of construction, particularly those upon which the strength and durability of any structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for intended uses.

10. **"OR EQUAL" CLAUSE**

Whenever a material, article, or piece of equipment is identified in the Contract Documents by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard. Any material, article, or equipment of other manufacturers and vendors that will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Architect/Engineer, of equal substance and function. However, such substitution material, article, or equipment shall not be purchased or installed by the Contractor without the Architect/Engineer's written approval.

11. **PATENT FEES AND ROYALTIES**

(a) Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in

the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents.

(b) To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the Owner and the Architect/Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

12. CLAIMS FOR EXTRA COSTS

No claims for extra work or cost shall be allowed unless the same was done in pursuance of a written order from the Architect/Engineer approved by the Owner.

13. CONTRACTORS AND SUBCONTRACTORS INSURANCE

(a) The Contractor shall not commence work under this Contract until the Contractor has obtained all insurance reasonably required by the Owner, nor shall the Contractor allow any subcontractor to commence work on his/her subcontract until the insurance required of the subcontractor has been so obtained and approved.

(b) Types of insurance normally required are:

- (1) Workmen's Compensation
- (2) Contractor's Public Liability and Property Damage
- (3) Contractor's Vehicle Liability
- (4) Subcontractors Public Liability, Property Damage and Vehicle Liability
- (5) Builder's Risk (Fire and Extended Coverage)

(c) **Scope of Insurance and Special Hazards:** The insurance obtained, which is described above, shall provide adequate protection for the Contractor and his/her subcontractors, respectively, against damage claims that may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him/her and also against any of the special hazards that may be encountered in the performance of this Contract.

(d) **Proof of Carriage of Insurance:** The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates, and dates of expiration of applicable insurance policies.

14. **CONTRACT SECURITY BONDS**

(a) If the amount of this Contract exceeds \$100,000, the Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the Contract price as security for the faithful performance of this Contract and also a payment bond in an amount equal to one hundred percent (100%) of the Contract price or in a penal sum not less than that prescribed by State, Territorial, or local law, as security for the payment of all persons performing labor on the Work under this Contract and furnishing materials in connection with this Contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law. Before final acceptance, each bond must be approved by EDA. If the amount of this Contract does not exceed \$100,000, the Owner shall specify the amount of the payment and performance bonds.

(b) All bonds shall be in the form prescribed by the Contract Documents except as otherwise provided in applicable laws or regulations, and shall be executed by such sureties as are named in the current list of *Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies* as published in Treasury Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act. Surety companies executing the bonds must also be authorized to transact business in the state where the Work is located.

15. **LABOR STANDARDS - DAVIS-BACON AND RELATED ACTS**
(as required by section 601 of PWEDA)

(a) **Minimum Wages**

(1) All laborers and mechanics employed or working upon the site of the Work in the construction or development of the Project 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 at 29 C.F.R. part 3, the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the 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 that 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 C.F.R. § 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 C.F.R. § 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 determined under 29 C.F.R. § 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.

(2) (i) Any class of laborers or mechanics to be employed under the Contract, but not listed in the wage determination, shall be classified in conformance with the wage determination. EDA shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(A) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(B) The classification is utilized in the area by the construction industry; and

(C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and EDA or its designee 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 by EDA or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210.

(iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and EDA or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), EDA or its designee shall refer the questions, including the views of all interested parties and the recommendation of EDA or its designee, to the Administrator for determination.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(2)(ii) or (iii) of this section, 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.

(3) 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.

(4) 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.

(b) Withholding

EDA 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 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 in the construction or development of the Project, all or part of the wages required by the Contract, EDA 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. EDA 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.

(c) Payrolls and basic records

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the Work in the construction or development of the Project. 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 1(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 C.F.R. § 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 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, the plan or program is financially responsible, and the plan or program has been communicated in writing to the laborers or mechanics affected, and provide records that 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.

(2) (i) For each week in which Contract work is performed, the Contractor shall submit a copy of all payrolls to the Owner for transmission to EDA or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose. It may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402; or downloaded from the U.S. Department of Labor's website at www.dol.gov/esa/forms/whd/index.htm. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors

(ii) 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:

(A) That the payroll for the payroll period contains the information required to be maintained under 29 C.F.R. § 5.5(a)(3)(i) and that such information is correct and complete;

(B) 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 C.F.R. part 3;

(C) 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.

(iii) 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 paragraph 14(c)(ii) of this section.

(iv) 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 U.S. Code.

(3) The Contractor or subcontractor shall make the records required under paragraph 14(c)(1) of this section available for inspection, copying, or transcription by authorized representatives of EDA or its designee or the Department of Labor, 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, EDA or its designee may, after written notice to the Contractor 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 C.F.R. part 5.12.

(d) **Apprentices and Trainees.**

(1) **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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, 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 Bureau of Apprenticeship and Training 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 Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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.

(2) **Trainees.** Except as provided in 29 C.F.R. § 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 that 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's 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 classification of 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.

(3) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, *Equal Employment Opportunity*, as amended, and 29 C.F.R. part 30.

(e) **Compliance with Copeland Anti-Kickback Act Requirements.** The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 276(c)) as supplemented by Department of Labor regulations (29 C.F.R. part 3, "Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States"). The Act provides that the Contractor and any subcontractors shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled. The Owner shall report all suspected or reported violations to EDA.

(f) **Subcontracts.** The Contractor and any subcontractors will insert in any subcontracts the clauses contained in 29 C.F.R. §§ 5.5(a)(1) through (10) and such other clauses as EDA or its designee may require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. part 5.5.

(g) **Contract termination; debarment.** The breach of the contract clauses in 29 C.F.R. part 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 C.F.R. § 5.12.

(h) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in this contract.

(i) **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 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and EDA or its designee, the U.S. Department of Labor, or the employees or their representatives.

(j) **Certification of Eligibility.**

(1) By entering into this Contract, the Contractor certifies that neither it nor any person or firm that 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 C.F.R. § 5.12(a)(1).

(2) 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 C.F.R. § 5.12(a)(1).

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

16. **LABOR STANDARDS - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

(a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which that person is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) **Violation; liability for unpaid wages, liquidated damages.** In the event of any violation of the clause set forth in paragraph (a) of this section, the Contractor and any subcontractor responsible 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 paragraph (a) of this section, 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 forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

(c) **Withholding for unpaid wages and liquidated damages.** EDA 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 monies payable on account of work performed by the Contractor or subcontractor under any such Contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

(d) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (c) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (c) of this section.

17. **EQUAL EMPLOYMENT OPPORTUNITY**

(a) The Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. chapter 60, which is paid for in whole or in part with funds obtained from EDA, the following equal opportunity clause:

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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 the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers representatives of the Contractor's

commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) 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 pursuant to rules, regulations, and orders of the Secretary of Labor and will permit access to its books, records, and accounts by 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 noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph 17(a) (1) and the provisions of paragraphs 17(a)(1) through (6) 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 EDA or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in or is threatened with litigation with or by a subcontractor or vendor as a result of such direction by EDA or the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

(9) The Recipient agrees that it will assist and cooperate actively with EDA and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish EDA and the Secretary of Labor such information as they may

require for the supervision of such compliance, and that it will otherwise assist EDA in the discharge of the EDA's primary responsibility for securing compliance.

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

(b) Exemptions to Above Equal Opportunity Clause (41 C.F.R. chapter 60):

(1) Contracts and subcontracts not exceeding \$10,000 (other than Government bills of lading) are exempt. The amount of the Contract, rather than the amount of the federal financial assistance, shall govern in determining the applicability of this exemption.

(2) Except in the case of subcontractors for the performance of construction work at the site of construction, the clause shall not be required to be inserted in subcontracts below the second tier.

(3) Contracts and subcontracts not exceeding \$10,000 for standard commercial supplies or raw materials are exempt.

18. **CONTRACTING WITH SMALL, MINORITY AND WOMEN'S BUSINESSES**

(a) If the Contractor intends to let any subcontracts for a portion of the work, the Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services.

(b) Affirmative steps shall consist of:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (4) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises;
- (5) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies;
- (6) Requiring each party to a subcontract to take the affirmative steps of this section; and
- (7) The Contractor is encouraged to procure goods and services from labor surplus area firms.

19. **HEALTH, SAFETY, AND ACCIDENT PREVENTION**

(a) In performing this contract, the Contractor shall:

- (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to their health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
- (2) Protect the lives, health, and safety of other persons;
- (3) Prevent damage to property, materials, supplies, and equipment; and,
- (4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:

- (1) Comply with regulations and standards issued by the Secretary of Labor at 29 C.F.R. part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701 – 3708); and
- (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

(c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this Contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 C.F.R. part 1904.

(d) The Owner shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the Work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Owner may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

(e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as EDA, or the Secretary of Labor shall direct as a means of enforcing such provisions.

20. **CONFLICT OF INTEREST AND OTHER PROHIBITED INTERESTS**

(a) No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part hereof.

(b) No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

(c) The Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the Contract Documents has a corporate or financial affiliation with the supplier or manufacturer.

(d) The Owner's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, may be involved. Such a conflict may arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest in the Contractor. The Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from the Contractor or subcontractors.

(e) If the Owner finds after a notice and hearing that the Contractor, or any of the Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of the Owner or EDA in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, the Owner may, by written notice to the Contractor, terminate this Contract. The Owner may also pursue other rights and remedies that the law or this Contract

provides. However, the existence of the facts on which the Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.

(f) In the event this Contract is terminated as provided in paragraph (e) of this section, the Owner may pursue the same remedies against the Contractor as it could pursue in the event of a breach of this Contract by the Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, the Owner may pursue exemplary damages in an amount (as determined by the Owner) which shall not be less than three nor more than ten times the costs the Contractor incurs in providing any such gratuities to any such officer or employee.

21. **RESTRICTIONS ON LOBBYING**

(a) This Contract, or subcontract is subject to section 319 of Public Law 101-121, which added section 1352, regarding lobbying restrictions, to chapter 13 of title 31 of the United States Code. The new section is explained in the common rule, 15 C.F.R. part 28 (55 FR 6736-6748, February 26, 1990). Each bidder under this Contract or subcontract is generally prohibited from using federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with this EDA Award.

(b) **Contract Clause Threshold:** This Contract Clause regarding lobbying must be included in each bid for a contract or subcontract exceeding \$100,000 of federal funds at any tier under the EDA Award.

(c) **Certification and Disclosure:** Each bidder of a contract or subcontract exceeding \$100,000 of federal funds at any tier under the federal Award must file Form CD-512, *Certification Regarding Lobbying*, and, if applicable, Standard Form-LLL, *Disclosure of Lobbying Activities*, regarding the use of any nonfederal funds for lobbying. Certifications shall be retained by the Contractor or subcontractor at the next higher tier. All disclosure forms, however, shall be forwarded from tier to tier until received by the Recipient of the EDA Award, who shall forward all disclosure forms to EDA.

(d) **Continuing Disclosure Requirement:** Each Contractor or subcontractor that is subject to the Certification and Disclosure provision of this Contract Clause is required to file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person. Disclosure forms shall be forwarded from tier to tier until received by the Recipient of the EDA Award, who shall forward all disclosure forms to EDA.

(e) **Indian Tribes, Tribal Organizations, or Other Indian Organizations:** Indian tribes, tribal organizations, or any other Indian organizations, including Alaskan Native organizations, are excluded from the above lobbying restrictions and reporting requirements, but only with respect to expenditures that are by such tribes or organizations for lobbying activities permitted by other federal law. An Indian tribe or organization that is seeking an exclusion from Certification and Disclosure requirements must provide EDA with the citation of the provision or provisions of federal law upon which it relies to conduct lobbying activities that would otherwise

be subject to the prohibitions in and to the Certification and Disclosure requirements of section 319 of Public Law No. 101-121, preferably through an attorney's opinion. Note, also, that a non-Indian subrecipient, contractor, or subcontractor under an award to an Indian tribe, for example, is subject to the restrictions and reporting requirements.

22. **HISTORICAL AND ARCHAEOLOGICAL DATA PRESERVATION**

The Contractor agrees to facilitate the preservation and enhancement of structures and objects of historical, architectural or archaeological significance and when such items are found and/or unearthed during the course of project construction. Any excavation by the Contractor that uncovers an historical or archaeological artifact shall be immediately reported to the Owner and a representative of EDA. Construction shall be temporarily halted pending the notification process and further directions issued by EDA after consultation with the State Historic Preservation Officer (SHPO) for recovery of the items. See the National Historic Preservation Act of 1966 (80 Stat 915, 16 U.S.C. § 470) and Executive Order No. 11593 of May 31, 1971.

23. **CLEAN AIR AND WATER**

Applicable to Contracts in Excess of \$100,000

(a) **Definition.** "Facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location, or site of operations, owned, leased, or supervised by the Contractor or any subcontractor, used in the performance of the Contract or any subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the United States Environmental Protection Agency (EPA) determines that independent facilities are collocated in one geographical area.

(b) In compliance with regulations issued by the EPA, 2 C.F.R. part 1532, pursuant to the Clean Air Act, as amended (42 U.S.C. § 7401 *et seq.*); the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 *et seq.*); and Executive Order 11738, the Contractor agrees to:

- (1) Not utilize any facility in the performance of this contract or any subcontract which is listed on the EPA List of Violating Facilities pursuant to 2 C.F.R. part 1532 for the duration of time that the facility remains on the list;
- (2) Promptly notify the Owner if a facility the Contractor intends to use in the performance of this contract is on the EPA List of Violating Facilities or the Contractor knows that it has been recommended to be placed on the List;
- (3) Comply with all requirements of the Clean Air Act and the Federal Water Pollution Control Act, including the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all applicable clean air and clean water standards; and

(4) Include or cause to be included the provisions of this clause in every subcontract and take such action as EDA may direct as a means of enforcing such provisions.

24. **USE OF LEAD-BASED PAINTS ON RESIDENTIAL STRUCTURES**

(a) If the work under this Contract involves construction or rehabilitation of residential structures, the Contractor shall comply with the Lead-based Paint Poisoning Prevention Act (42 U.S.C. § 4831). The Contractor shall assure that paint used on the Project on applicable surfaces does not contain lead in excess of the percentages set forth in Paragraphs (a) and (b) of this section. In determining compliance with these standards, the lead content of the paint shall be measured on the basis of the total nonvolatile content of the paint or on the basis of an equivalent measure of lead in the dried film of paint already applied.

(1) For paint manufactured after June 22, 1977, paint may not contain lead in excess of 6 one-hundredths of 1 percent (.0006) lead by weight.

(2) For paint manufactured on or before June 22, 1977, paint may not contain lead in excess of five-tenths of 1 percent lead by weight.

(b) As a condition to receiving assistance under PWEDA, recipients shall assure that the restriction against the use of lead-based paint is included in all contracts and subcontracts involving the use of federal funds.

(c) **Definitions**

(1) “Applicable surfaces” are those exterior surfaces which are readily accessible to children under seven years of age.

(2) “Residential structures” means houses, apartments, or other structures intended for human habitation, including institutional structures where persons reside, which are accessible to children under seven years of age, such as day care centers, intermediate and extended care facilities, and certain community facilities.

25. **ENERGY EFFICIENCY**

The Contractor shall comply with all standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public L. No. 94-163) for the State in which the Work under the Contract is performed.

26. **ENVIRONMENTAL REQUIREMENTS**

When constructing a Project involving trenching and/or other related earth excavations, the Contractor shall comply with the following environmental constraints:

(1) **Wetlands.** When disposing of excess, spoil, or other construction materials on public or private property, the Contractor shall not fill in or otherwise convert wetlands.

(2) **Floodplains.** When disposing of excess, spoil, or other construction materials on public or private property, the Contractor shall not fill in or otherwise convert 100 year floodplain areas delineated on the latest Federal Emergency Management Agency (FEMA) Floodplain Maps, or other appropriate maps, i.e., alluvial soils on Natural Resource Conservation Service (NRCS) Soil Survey Maps.

(4) **Endangered Species.** The Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of the Contractor, the Contractor will immediately report this evidence to the Owner and a representative of EDA. Construction shall be temporarily halted pending the notification process and further directions issued by EDA after consultation with the U.S. Fish and Wildlife Service.

27. **DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSIONS**

As required by Executive Order 12549, *Debarment and Suspension*, and implemented at 2 C.F.R. part 1326, for prospective participants in lower tier covered transactions (except subcontracts for goods or services under the \$25,000 small purchase threshold unless the subrecipient will have a critical influence on or substantive control over the award), as defined at 2 C.F.R. part 1326.

(1) By entering into this Contract, and by further executing Form CD-512, the Contractor and subcontractors certify, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency.

(2) Where the Contractor or subcontractors are unable to certify to any of the statements in this certification, the Contractor or subcontractors shall attach an explanation to this bid.

See also 15 C.F.R. §§ 14.13 or 24.35, as applicable.

28. **EDA PROJECT SIGN**

The Contractor shall supply, erect, and maintain in good condition a Project sign according to the specifications provided by EDA. To the extent practical, the sign should be a free standing sign. Project signs shall not be located on public highway rights-of-way. Location and height of signs will be coordinated with the local agency responsible for highway or street safety in the Project area, if any possibility exists for obstructing vehicular traffic line of sight. Whenever the EDA site sign specifications conflict with State law or local ordinances, the EDA Regional Director will permit such conflicting specifications to be modified so as to comply with State law or local ordinance.

ECONOMIC DEVELOPMENT ADMINISTRATION
EDA REQUIRED SPECIFICATION DOCUMENTS

Below are the documents that EDA requires to be inserted into the specifications:

- **EDA Required Specification Documents**
 - [Davis-Bacon Wage Rates](#)
 - [Lobbying Certification and Restriction Forms](#)
(Required for all contracts in which Federal funds exceed \$100,000)
 - [Requirements for Affirmative Action \(EEO\)](#)
 - [EDA Contracting Provisions for Construction Projects](#)
 - [EDA Construction Site Sign Specifications](#)
(Insert the sign specifications into the *EDA Contracting Provisions for Construction Projects* if the sign has not yet been erected);
 - ✓ There is information available in a variety of file formats for the contractor or sign-maker ([See EDA Construction Site Sign](#))

EDA PROJECT SIGN

The Contractor shall supply, erect, and maintain in good condition a project sign according to the specifications set forth below:

EDA SITE SIGN SPECIFICATIONS

Size: 4' x 8' x ¾"

Materials: Exterior grade/MDO plywood (APA rating A-B)

Supports: 4" x 4" x 12' posts with 2" x 4" cross branching

Erection: Posts shall be set a minimum of three feet deep in concrete footings that are at least 12" in diameter.

Paint: Outdoor enamel

Colors: Jet Black, Blue (PMS300), and Gold (PMS7406). Specifically, on white background the following will be placed:

The U. S. Department of Commerce seal in blue, black, and gold;

“EDA” in blue;

“U. S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT
ADMINISTRATION” in black;

“In partnership with” in blue;

(Actual name of the) “Investment Recipient” in black;

“PUTTING AMERICA TO WORK” in blue;

“Barack Obama, President of the United States” in black.

Lettering: Specific fonts are named below; positioning will be as shown on the attached illustration.

“U. S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT
ADMINISTRATION” use Bank Gothic Medium - **BANK GOTHIC MED**

“In partnership with” use Univers™ 55 Oblique - *Univers 55*

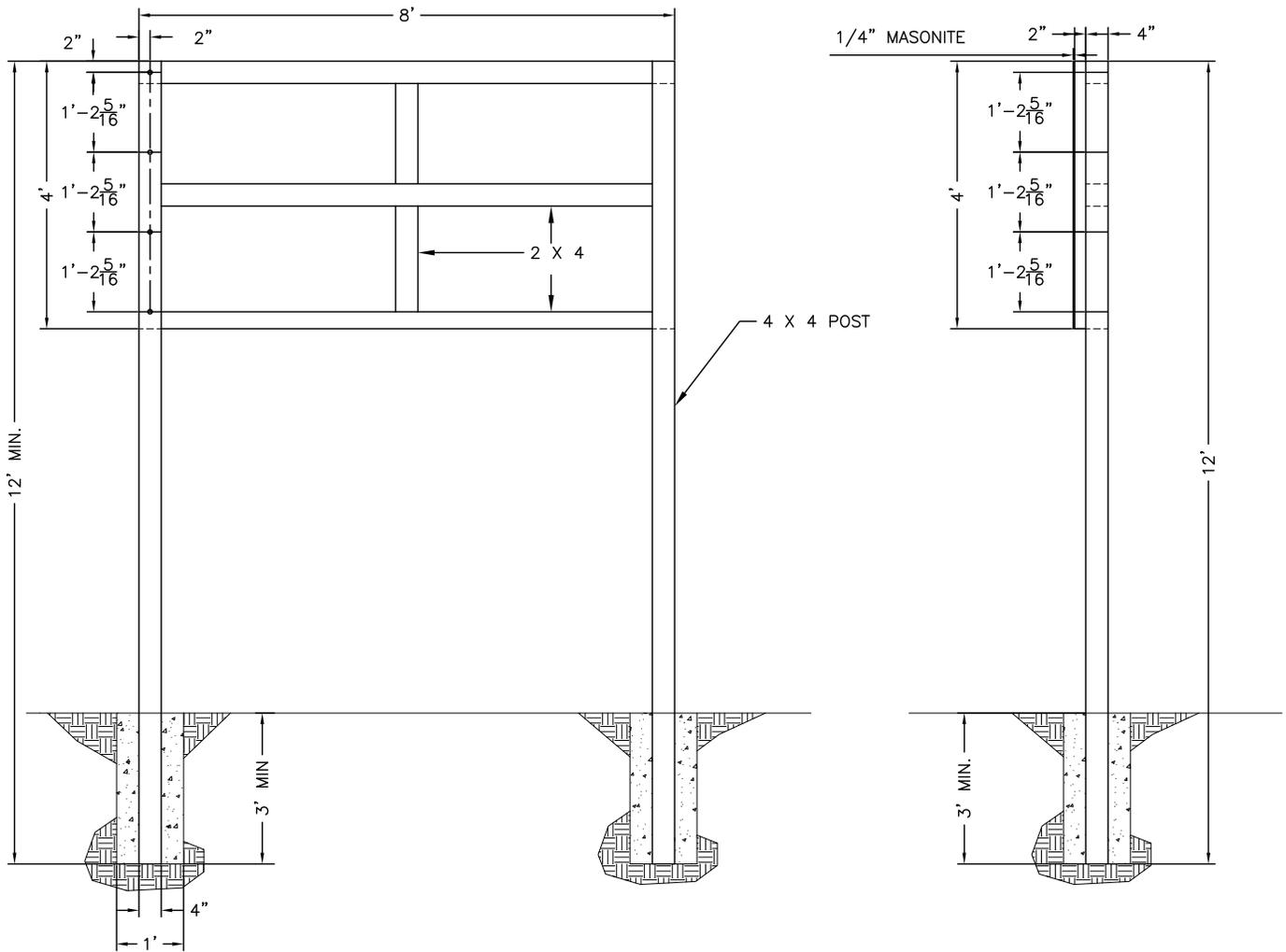
(Name of) “Investment Recipient” use Univers™ Extra Black 85 - **Univers 85**

“PUTTING AMERICA TO WORK” use Walkway Black - **Walkway**

“Barack Obama, President of the United States” use Univers™ 55 Oblique - *Univers 55*

Project signs will not be erected on public highway rights-of-way. If any possibility exists for obstruction to traffic line of sight, the location and height of the sign will be coordinated with the agency responsible for highway or street safety in the area.

The EDA Regional Director may permit modifications to these specifications if they conflict with state law or local ordinances.



SIGN A
MASONITE SIGN
SCALE: 3/8" = 1'

PROJECT - SIGN A

ECONOMIC DEVELOPMENT ADMINISTRATION



EDDA

U.S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION

In partnership with

Recipient Name

PUTTING AMERICA TO WORK

Barack Obama, President of the United States



EEDA

Black
Blue= PMS300
Gold= PMS7406

U.S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION

In partnership with

Recipient Name

PUTTING AMERICA TO WORK

Barack Obama, President of the United States

2.25"

13.5"

1.75"

1.75"

10"

2.0"

1.5"

4.0"

3.0"

3.0"

3.75"

3.0"

4.25"

2.0"

1.75"

4.0"

48"

ECONOMIC AREAS

STATE	GOAL (percent)
-------	----------------

Maine:

001 Bangor, ME:	
Non-SMSA Counties _____	0.8
ME Aroostook; ME Hancock; ME Penobscot; ME Piscataquis; ME Waldo; ME Washington.	
002 Portland-Lewiston, ME:	
SMSA Counties:	
4243 Lewiston-Auburn, ME _____	0.5
ME Androscoggin.	
6403 Portland, ME _____	0.6
ME Cumberland; ME Sagadahoc.	
Non-SMSA Counties _____	0.5
ME Franklin; ME. Kennebec; ME Knox. ME; Lincoln; ME Oxford; ME Somerset; ME York.	

Vermont:

003 Burlington, VT:	
Non-SMSA Counties _____	0.8
NH Coos; NH Grafton; NH Sullivan; VT Addison; VT Caledonia; VT Chittenden; VT Essex; VT Franklin; VT Grand Isle; VT Lamoille; VT Orange; VT Orleans; VT Rutland; VT Washington; VT Windsor.	

Massachusetts:

004 Boston, MA:	
SMSA Counties:	
1123 Boston - Lowell - Brockton - Lawrence - Haverhill. MA-NH _____	4.0
MA Essex; MA Middlesex; MA Norfolk; MA Plymouth; MA Suffolk; NH Rockingham.	
4763 Manchester-Nashua, NH _____	0.7
NH Hillsborough.	
5403 Fall River-New Bedford, MA _____	1.6
MA Bristol	
9243 Worcester - Fitchburg – Leominster, MA _____	1.6
MA Worcester.	
Non-SMSA Counties _____	3.6
MA Barnstable; MA Dukes-, MA Nantucket, NH Belknap; NH Carroll; NH Merrimack; NH Strafford.	

Rhode Island:

005 Providence - Warwick - Pawtucket, RI:	
SMSA Counties:	
6483 Providence - Warwick - Pawtucket RI _____	3.0
RI Bristol; RI Kent; RI Providence; RI Washington	
Non-SMSA Counties _____	3.1
RI Newport.	

Connecticut (Massachusetts):

006 Hartford - New Haven - Springfield, CT-MA:

SMSA Counties:

3283 Hartford - New Britain – Bristol, CT _____ 6.9

CT Hartford; CT Middlesex; CT Tolland

5483 New Haven - Waterbury – Meriden, CT _____ 9.0

CT New Haven.

5523 New London - Norwich, CT _____ 4.5

CT New London.

6323 Pittsfield, MA _____ 1.6

MA Berkshire.

8003 Springfield - Chicopee - Holyoke. MA-CT _____ 4.8

MA Hampden; MA Hampshire.

Non-SMSA Counties _____ 5.9

CT Litchfield; CT Windham; MA Franklin; NH Cheshire; VT Windham.

New York:

007 Albany - Schenectady - Troy, NY:

SMSA Counties:

0160 Albany - Schenectady – Troy, NY _____ 3.2

NY Albany; NY Montgommy, NY Rensselaer, NY Saratoga; NY Schenectady.

Non-SMSA Counties _____ 2.6

NY Clinton; NY Columbia; NY Essex; NY Fulton; NY Greene; NY Hamilton, NY Schoharie

NY Warren; NY Washington; VT Bennington.

008 Syracuse - Utica, NY:

SMSA Counties:

8160 Syracuse _____ 3.8

NY Madison; NY Onondaga; NY Oswego.

8680 Utica -Rome, NY _____ 2.1

NY Herkimer; NY Oneida.

Non-SMSA Counties _____ 2.5

NY Cayuga; NY Cortland; NY Franklin; NY Jefferson; NY Lewis; NY St. Lawrence.

009 Rochester, NY:

SMSA Counties:

6840 Rochester, NY _____ 5.3

NY Livingston; NY Monroe; NY Ontario; NY Orleans; NY Wayne.

Non-SMSA Counties _____ 5.9

NY Genesee; NY Seneca; NY Yates.

010 Buffalo, NY:

SMSA Counties:

1280 Buffalo, NY _____ 7.7

NY Erie; NY Niagara.

Non-SMSA Counties _____ 6.3

NY Allegany; NY Cattaraugus; NY Chautauqua; NY Wyoming. PA McKean; PA Potter.

011 Binghamton - Elmira, NY:

SMSA Counties

0960 Binghamton, NY - PA _____ 1.1

NY Broome; NY Tioga; PA Susquehanna.

2335 Elmira, NY _____ 2.2

NY Chemung

Non-SMSA Counties _____ 1.2

NY Chenango; NY Delaware; NY Otsego; NY Schuyler; NY Steuben; NY Tompkins;

PA Bradford; PA Tioga.

012 New York, NY:

SMSA Counties:

1163 Bridgeport - Stamford - Norwalk - Danbury, CT CT Fairfield.	10.2
3640 Jersey City, NJ NJ Hudson.	12.8
4410 Long Branch - Asbury Park, NJ NJ Monmouth	9.5
5380 Nassau – Suffolk, NY NY Nassau; NY Suffolk.	5.8
5460 New Brunswick - Perth Amboy - Sayreville, NJ. NJ Middlesex	5.8
5600 New York NY, NJ NJ Bergen; NY Putnam; NY Rockland; NY Westchester	22.6

The following goal ranges are applicable to the indicated trades in the counties of Bronx, Kings, New York, Queens, and Richmond.

Electricians	9.0 to 10.2
Carpenters	27.6 to 32.0
Steam fitters	12.2 to 13.5
Metal lathers	24.6 to 25.6
Painters	28.6 to 26.0
Operating Engineers	25.6 to 26.0
Plumbers	12.0 to 14.5
Iron workers (struct)	25.9 to 32.0
Elevator constructors	5.5 to 6.5
Bricklayers	13.4 to 15.5
Asbestos workers	22.8 to 28.0
Roofers	6.3 to 7.5
Iron workers (ornamental)	22.4 to 23.0
Cement masons	23.0 to 27.0
Glaziers	16.0 to 20.0
Plasterers	15.8 to 18.0
Teamsters	22.0 to 22.5
Boilermakers	13.0 to 15.5
All others	16.4 to 17.5

5640 Newark, NJ NJ Essex; NJ Morris; NJ Somerset; NJ Union.	17.3
6040 Paterson - Clifton - Passaic., NJ NJ Passaic.	12.9
6460 Poughkeepsie, NY NY Dutchese	6.4
Non-SMSA Counties NJ Hunterdon; NJ Ocean; NJ Sussex; NY Orange; NY Sullivan; NY Ulster; PA Pike.	17.0

Pennsylvania:

013 Scranton - Wilkes-Barre, PA: SMSA Counties	
5745 Northeast Pennsylvania PA Lackawanna; PA Luzerne; PA Monroe.	0.6
Non-SMSA Counties	0.5
PA Columbia; PA Wayne; PA Wyoming.	
014 Williamsport, PA: SMSA Counties	
9140 Williamsport, PA	1.0

PA Lycoming.	
Non-SMSA Counties	0.7
PA Cameron; PA Centre; PA Clearfield; PA Clinton; PA Elk; PA Jefferson; PA Montour; PA Northumberland; PA Snyder; PA Sullivan; PA Union.	
015 Erie, PA:	
SMSA Counties:	
2360 Erie, PA	2.8
PA Erie.	
Non-SMSA Counties	1.8
PA Clarion; PA Crawford; PA Forest; PA Venango; PA Warren.	
016 Pittsburgh, PA:	
SMSA Counties	
0280 Altoona, PA	1.0
PA Blair.	
3680 Johnson, PA	1.3
PA Cambria; PA Somerset.	
6280 Pittsburgh, PA	6.3
PA Allegheny; PA Beaver; PA Washington; PA Westmoreland.	
Non-SMSA Counties	4.8
MD Allegany; MD Garrett; PA Armstrong; PA Bedford; PA Butler; PA Fayette; PA Greene; PA Indiana; WV Mineral.	
017 Harrisburg - York - Lancaster, PA:	
SMSA Counties	
3240 Harrisburg PA	6.2
PA Cumberland; PA Dauphin; PA Perry.	
4000 Lancaster, PA	2.0
PA Lancaster.	
9280 York, PA	2.2
PA Adams; PA York.	
Non-SMSA-Counties	3.1
PA Franklin; PA Fulton; PA Huntingdon; PA Juniata; PA Lebanon; PA Mifflin.	
018 Philadelphia, PA:	
SMSA Counties	
0240 Allentown - Bethlehem - Easton, PA-NJ	1.6
NJ Warren; PA Carbon; PA Lehigh; PA Northampton.	
0560 Atlantic City, NJ	18.2
NJ Atlantic	
6160 Philadelphia, PA-NJ	17.3
NJ Burlington; NJ Camden; NJ Gloucester; PA Bucks; PA Chester; PA Delaware; PA Montgomery; PA Philadelphia.	
8680 Reading, PA	2.5
PA Berks.	
8480 Trenton, NJ	16.4
NJ Mercer.	
8760 Vineland - Millville - Bridgeton, NJ	16.0
NJ Cumberland.	
9160 Wilmington, DE-NJ-MD	12.3
DE Now Castle; MD Cecil; NJ Salem.	
Non-SMSA Counties	14.5
DE Kent; DE Sussex; NJ Cape May; PA Schuylkill.	

Maryland:

019 Baltimore, MD	
SMSA Counties:	
0720 Baltimore MD	23.0
MD Anne Arundel; MD Baltimore; MD Carroll; MD Harford; MD Howard; MD Baltimore City.	

Non-SMSA Counties	23.6
MD Caroline; MD Dorchester; MD Kent; MD Queen Annes; MD Somerset; MD Talbot; MD Wicomico; MD Worcester; VA Accomack; VA Northampton	

Washington DC:

020 Washington DC:	
SMSA Counties	
8840 Washington, DC-MD-VA	28.0
DC District of Columbia; MD Charles; Montgomery; MD Prince Georges; VA Arlington; VA Fairfax; VA Loudoun; VA Prince William; VA Alexandria; VA Fairfax City; VA Falls Church.	
Non-SMSA Counties	25.2
MD Calvert; MD Frederick; MD St. Marys; MD Washington; VA Clarke; VA Culpepper; VA Fauquier; VA Frederick; VA King George; VA Page; VA Rappahannock; VA Shenandoah; VA Spottsylvania; VA Stafford; VA Warren; VA Westmoreland; VA Fredericksburg; VA Winchester; WV Berkeley; WV Grant; WV Hampshire; WV Hardy; WV Jefferson; WV Morgan.	

Virginia:

021 Roanoke-Lynchburg VA:	
SMSA Counties:	
4640 Lynchburg, VA	19.3
VA Amherst; VA Appomattox; VA Campbell; VA Lynchburg.	
6800 Roanoke, VA	10.2
VA Botetourt; VA Craig; VA Roanoke VA; VA Roanoke City; VA Salem.	
Non-SMSA Counties	12.0
VA Alleghany, VA Augusta; VA Bath; VA Bedford; VA Bland; VA Carroll; VA Floyd; VA Franklin; VA Giles; VA Grayson; VA Henry; VA Highland; VA Montgomery; VA Nelson; VA Patrick; VA Pittsylvania; VA Pulaski; VA Rockbridge; VA Rockingham; VA Wythe; VA Bedford City; VA Buena Vista; VA Clifton Forge; VA Covington; VA Danville; VA Galex; VA Harrisonburg; VA Lexington; VA Martinsville; VA Radford; VA Staunton; VA Waynesboro; WV Pendleton.	
022 Richmond, VA:	
SMSA Counties:	
6140 Petersburg - Colonial Heights – Hopewell, VA	30.6
VA Dinwiddie; VA Prince George; VA Colonial Heights; VA Hopewell; VA Petersburg.	
6760 Richmond, VA	24.9
VA Charles City; VA Chesterfield; VA Goochland; VA Hanover; VA Henrico; VA New Kent; VA Powhatan; VA Richmond.	
Non-SMSA Counties	27.9
VA Albemarle; VA Amelia; VA Brunswick; VA Buckingham; VA Caroline; VA Charlotte; VA Cumberland; VA Essex; VA Fluvanna; VA Greene; VA Greensville; VA Halifax; VA King And Queen; VA King William; VA Lancaster; VA Louisa; VA Lunenburg; VA Madison; VA Mecklenburg; VA Northumberland; VA Nottoway; VA Orange; VA Prince Edward; VA Richmond; VA Sussex; VA Charlottesville; VA Emporia; VA South Boston.	
023 Norfolk - Virginia Beach - Newport News, VA:	
SMSA Counties:	
5680 Newport News-Hampton, VA....	27.1
VA Gloucester, VA James City; VA York; VA Hampton; VA Newport News; VA Williamsburg.	
5720 Norfolk - Virginia Beach – Portsmouth VA – NC	26.6
NC Currituck; VA Chesapeake; VA Norfolk; VA Portsmouth; VA Suffolk; VA Virginia Beach.	

Non-SMSA Counties	29.7
NC Bertie; NC Camden; NC Chowan; NC Gates; NC Hertford; NC Pasquotank; NC Perquimans; VA Isle of Wight; VA Matthews; VA Middlesex; VA Southampton; VA Surry; VA Franklin.	

North Carolina:

024 Rocky Mount - Wilson - Greenville NC:	
Non-SMSA Counties	31.7
NC Beaufort; NC Carteret; NC Craven; NC Dare; NC Edgecombe; NC Greene; NC Halifax; NC Hyde; NC Jones; NC Lenoir; NC Martin; NC Nash; NC Northampton; NC Pamlico; NC Pitt; NC Tyrrell; NC Washington; NC Wayne; NC Wilson	
025 Wilmington, NC:	
SMSA Counties:	
9200 Wilmington, NC	20.7
NC Brunswick; NC New Hanover.	
Non-SMSA counties	23.5
NC Columbus; NC Duplin; NC Onslow; NC Pender.	
026 Fayetteville, NC:	
SMSA Counties:	
2560 Fayetteville, NC	26.2
NC Cumberland.	
Non-SMSA Counties	33.5
NC Bladen; NC Hoke; NC Richmond; NC Robeson; NC Sampson; NC Scotland.	
027 Raleigh - Durham, NC.	
SMSA Counties:	
6640 Raleigh – Durham	22.8
NC Durham; NC Orange; NC Wake.	
Non-SMSA Counties	24.7
NC Chatham; NC Franklin; NC Granville; NC Harnett; NC Johnston; NC Lee; NC Person; NC Vance; NC Warren.	
028 Greensboro - Winston Salem - High Point, NC:	
SMSA Counties:	
1300 Burlington, NC	16.2
NC Alamance.	
3120 Greensboro - Winston Salem – High Point NC	16.4
NC Davidson; NC Forsyth; NC Guilford; NC Randolph; NC Stokes; NC Yadkin.	
Non-SMSA Counties	15.5
NC Alleghany; NC Ashe; NC Caswell; NC Davie; NC Montgomery; NC Moore; NC Rockingham; NC Surry; NC Watauga; NC Wilkes.	
029 Charlotte, NC:	
SMSA Counties:	
1520 Charlotte – Gastonia, NC	18.5
NC Gaston; NC Mecklenburg; NC Union.	
Non-SMSA Counties	15.7
NC Alexander; NC Anson; NC Burke; NC Cabarrus; NC Caldwell; NC Catawba; NC Cleveland; NC Iredell; NC Lincoln; NC Rowan; NC Rutherford; NC Stanley; SC Chester; SC Lancaster SC York.	
030 Asheville, NC	
Non-SMSA Counties:	
0480 Asheville, NC	8.5
NC Buncombe; NC Madison.	
Non-SMSA Counties	6.3
NC Avery; NC Cherokee; NC Clay; NC Graham; NC Heywood; NC Henderson; NC Jackson; NC McDowell; NC Macon; NC Mitchell; NC Swain; NC Transylvania; NC Yancey.	

South Carolina:

031 Greenville – Spartanburg, SC:	
SMSA Counties:	
3160 Greenville –Spartanburg, SC	16.0
SC Greenville; SC Pickens; SC Spartanburg.	
Non-SMSA Counties	17.8
SC Polk; SC Abbeville; SC Anderson; SC Cherokee; SC Greenwood; SC Laurens; SC Oconee; SC Union.	
032 Columbia, SC	
SMSA Counties:	
1760 Columbia, SC	23.4
SC Lexington; SC Richland.	
Non-SMSA Counties	32.0
SC Calhoun SC Clarendon; SC Fairfield; SC Kershaw; SC Lee; SC Newberry; SC Orangeburg; SC Saluda; SC Sumter	
033 Florence, SC	
Non-SMSA Counties	33.0
SC Chesterfield; SC Darlington; SC Dillon; SC Florence; SC Georgetown; SC Horry; SC Marion; SC Marlboro; SC Williamsburg.	
034 Charleston - North Charleston, SC	
SMSA Counties	
1440 Charleston - North Charleston, SC	30.0
SC Berkeley; SC Charleston; SC Dorchester.	
Non-SMSA Counties	30.7
SC Collection	

Georgia:

035 Augusta, GA:	
SMSA Counties:	
0600 Augusta, GA – SC	27.2
GA Columbia; GA Richmond; SC Aiken	
Non-SMSA Counties	32.8
GA Burke; GA Emanuel; GA Glascock; GA Jefferson; GA Jenkins; GA Lincoln; GA McDuffie; GA Taliaferro; GA Warren; GA Wilkes; SC Allendale, SC Bamberg; SC Barnwell; SC Edgefield; SC McCormick	
036 Atlanta, GA	
SMSA Counties	
0520 Atlanta	21.2
GA Butts; GA Cherokee; GA Clayton; GA Cobb; GA DeKalb; GA Douglas; GA Fayette; GA Forsyth; GA Fulton; GA Gwinnett; GA Henry, GA Newton; GA Paulding; GA Rockdale; GA Walton	
Non-SMSA Counties	19.5
GA Banks; GA Barrow; GA Bartow; GA Carroll; GA Clarke; GA Coweta; GA Dawson; GA Elbert; GA Fannin; GA Floyd; GA Franklin; GA Gilmer; GA Gordon; GA Greene; GA Habersham; GA Hall; GA Haralson; GA Hart; GA Heard; GA Jackson; GA Jasper; GA Lamar, GA Lumpkin; GA Madison, GA Morgan; GA Oconee, GA Oglethorpe; GA Pickens; GA Pike; GA Polk; GA Rabun, GA Spalding; GA Stephens; GA Towns; GA Union; GA Upson; GA White.	
037 Columbus, GA:	
SMSA Counties	
1800 Columbus	29.6
AL Russell; GA Chattahoochee; GA Columbus.	
Non-SMSA Counties	31.6
AL Chambers; AL Lee; GA Harris; GA Marion; GA Meriwether; GA Quitman; GA Schley; GA Stewart; GA Sumter; GA Talbot; GA Troup; GA Webster.	

038 Macon, GA:		
SMSA Counties		
4660 Macon, GA	_____	27.5
GA Bibb; GA Houston; GA Jones; GA Twiggs.		
Non-SMSA Counties	_____	31.7
GA Baldwin; GA Bleckley; GA Crawford; GA Crisp; GA Dodge; GA Dooly; GA Hancock;		
GA Johnson; GA Laurens; GA Macon; GA Monroe; GA Peach; GA Pulaski; GA		
Putnam. GA Taylor; GA Telfair; GA Treutlen; GA Washington; GA Wheeler; GA Wilcox;		
GA Wilkinson.		
039 Savannah, GA:		
SMSA Counties:		
7520 Savannah, GA	_____	30.6
GA Bryan; GA Chatham; GA Effingham		
Non-SMSA Counties	_____	29.8
GA Appling; GA Atkinson; GA Bacon; GA Bullock; GA Candler; GA Coffee;		
GA Evans; GA Jeff Davis; GA Liberty; GA Long; GA McIntosh; GA Montgomery;		
GA Screven; GA Tattinall; GA Toombs; GA Wayne; SC Beaufort; SC Hampton; SC Jasper.		
040 Albany, GA		
SMSA Counties		
0120 Albany, GA	_____	32.1
GA Dougherty; GA Lee.		
Non-SMSA Counties	_____	31.1
GA Baker; GA Ben Hill; GA Berrien; GA Brooks; GA Calhoun; GA Clay; GA Clinch; GA		
Colquitt; GA Cook; GA Decatur; GA Early; GA Echols; GA Grady; GA Irwin; GA Lanier;		
GA Lowndes; GA Miller; GA Mitchell; GA Randolph; GA Seminole, GA Terrell; GA		
Thomas; GA Tift; GA Turner; GA Worth.		

Florida:

041 Jacksonville, FL:		
SMSA Counties		
2900 Gainesville, FL	_____	20.6
FL Alachua		
3600 Jacksonville, FL	_____	21.8
FL Baker; FL Clay; FL Duval; FL Nassau; FL St. Johns.		
Non-SMSA Counties	_____	22.2
FL Bradford; FL Columbia; FL Dade; FL Gilchrist; FL Hamilton; FL LaFayette;		
FL Levy; FL Marion; FL Putnam; FL Suwannee; FL Union; GA Brantley; GA Camden;		
GA Charlton; GA Glynn; GA Pierce; GA Ware.		
042 Orlando - Melbourne - Daytona Beach, FL.		
SMSA Counties:		
2020 Daytona Beach, FL	_____	15.7
FL Volusia.		
4900 Melbourne – Tutusville – Cocoa, FL	_____	10.7
FL Brevard.		
5960 Orlando, FL	_____	15.5
FL Orange; FL Osceola; FL Seminole.		
Non-SMSA Counties	_____	14.9
FL Flagler; FL Lake; FL Sumter.		
043 Miami - Fort Lauderdale, FL:		
SMSA Counties:		
2680 Fort Lauderdale – Hollywood, FL	_____	15.5
FL. Broward.		
5000 Miami, FL	_____	39.5
FL Dade.		
8960 West Palm Beach - Boca Raton, FL	_____	22.4
FL Palm Beach.		

Non-SMSA Counties	30.4
FL Glades; FL Hendry; FL Indian River; FL Martin; FL Monroe; FL Okeechobee; FL St. Lucie.	
044 Tampa - St Petersburg, FL	
SMSA Counties:	
1140 Bradenton, FL	15.9
FL Manatee.	
2700 Fort Myers, FL	15.3
FL Lee.	
3980 Lakeland - Winter Haven, FL	18.0
FL Polk	
7510 Sarasota, FL	10.5
FL Sarasota.	
8280 Tampa - St. Petersburg, FL	17.9
FL Hillsborough, FL Pasco; FL Pinellas	
Non-SMSA Counties	17.1
FL Charlotte; FL Citrus; FL Collier, FL Desoto; FL Hardee; FL Hernando; FL Highlands.	
045 Tallahassee, FL:	
SMSA Counties:	
8240 Tallahassee, FL	24.3
FL Leon; FL Wakulla.	
Non-SMSA Counties:	29.5
FL Calhoun; FL Franklin; FL Gadsden; FL Jackson; FL Jefferson; FL Liberty; FL Madison; FL Taylor.	
046 Pensacola - Panama City, FL	
SMSA Counties:	
8615 Panama City, FL	14.1
FL Bay.	
6080 Pensacola, FL	18.3
FL Escambia; FL Santa Rosa.	
Non-SMSA Counties	15.4
FL Gulf; FL Holmes; FL Okaloosa; FL Walton; FL Washington.	

Alabama:

047 Mobile, AL	
SMSA Counties:	
5160 Mobile, AL	26.9
AL Baldwin; AL Mobile.	
6026 Pascagoula - Moss, Point MS	16.9
MS Jackson.	
Non-SMSA Counties	26.4
AL Choctaw; AL Clarke; AL Conecuh; AL Escambia; AL Monroe; AL Washington; AL Wilcox; MS George; MS Greene.	
048 Montgomery, AL:	
SMSA Counties	
5240 Montgomery, AL	29.9
AL Autauga; AL Elmore; AL Montgomery.	
Non-SMSA Counties	29.9
AL Barbour; AL Bullock; AL Butler; AL Coffee; AL Coosa; AL Covington; AL Crenshaw; AL Dale; AL Dallas; AL Geneva; AL Henry; AL Houston; AL Lowndes; AL Macon; AL Perry; AL Pike; AL Tallapoosa.	
049 Birmingham, AL:	
SMSA Counties:	
0450 Anniston, AL	14.3
AL Calhoun.	

1000 Birmingham, AL	24.9
AL Jefferson; AL St. Clair; AL Shelby; AL Walker; AL Etowah	
8600 Tuscaloosa, AL	20.6
AL Tuscaloosa.	
Non-SMSA Counties	20.7
AL Bibb; AL Blount; AL Cherokee; AL Chilton; AL Clay; AL Cleburne; AL Cullman; AL Fayette; AL Greene; AL Hale; AL Lamar; AL Marion; AL Pickens; AL Randolph; AL Sumter; AL Talladega; AL Winston.	
050 Huntsville – Florence, AL:	
SMSA Counties:	
2650 Florence, AL	11.9
AL Colbert; AL Lauderdale.	
3440 Huntsville, AL	12.0
AL Limestone; AL Madison; AL Marshall.	
Non-SMSA Counties	11.2
AL Franklin; AL Lawrence AL Morgan; TN Lincoln.	

Tennessee:

051 Chattanooga, TN:	
SMSA Counties:	
1560 Chattanooga, TN – GA	12.5
GA Catoosa; GA Dade; GA Walker; TN Hamilton; TN Marion; TN Sequatchie.	
Non-SMSA Counties	8.6
AL De Kalb; AL Jackson; GA Chattooga; GA Murray; GA Whitfield; TN Bledsoe; TN Bradley; TN Grundy; TN McMinn; TN Meigs; TN Monroe; TN Polk; TN Rhea.	
052 Johnson City - Kingsport - Bristol, TN-VA:	
SMSA Counties:	
3660 Johnson City - Kingsport - Bristol. TN – VA	2.6
TN Carter; TN Hawkins; TN Sullivan; TN Unicoi; TN Washington; VA Scott; VA Washington; VA Bristol.	
Non-SMSA Counties	3.2
TN Greene; TN Hancock; TN Johnson; VA Buchanan; VA Dickenson; VA Lee; VA Russell; VA Smyth; VA Tazewell; VA Wise; VA Norton; WV McDowell, WV Mercer.	
053 Knoxville, TN	
SMSA Counties:	
3840 Knoxville, TN	6.6
TN Anderson; TN Blount; TN Knox; TN Union.	
Non-SMSA Counties	4.5
KY Bell; KY Harlan; KY Knox; KY Laurel; KY McCreary; KY Wayne; KY Whitley; TN Campbell; TN Claiborne; TN Cocke; TN Cumberland; TN Fentress; TN Grainger, TN Hamblen; TN Jefferson; TN Loudon; TN Morgan; TN Roane; TN Scott; TN Sevier.	
054 Nashville, TN:	
SMSA Counties:	
1660 Clarksville - Hopkinsville, TN - KY	18.2
KY Christian; TN Montgomery.	
5360 Nashville - Davidson, TN	15.8
TN Cheatham, TN Davidson; TN Dickson; TN Robertson; TN Rutherford; TN Sumner; TN Williamson; TN Wilson.	
Non-SMSA Counties	12.0
KY Allen; KY Barren; KY Butler; KY Clinton; KY Cumberland; KY Edmonson; KY Logan; KY Metcalfe; KY Monroe; KY Simpson; KY Todd; KY Trigg; KY Warren; TN Bedford; TN Cannon; TN Clay; TN Coffee; TN DeKalb; TN Franklin; TN Giles; TN Hickman; TN Houston; TN Humphreys; TN Jackson; TN Lawrence; TN Lewis; TN Macon; TN Marshall; TN Maury; TN Moore; TN Overton; TN Perry; TN Pickett;	

TN Putnam; TN Smith; TN Stewart; TN Trousdale; TN Van Buren; TN Warren;
TN Wayne; TN White.

055 Memphis, TN:

SMSA Counties:

4920 Memphis, TN-AR-MS _____ 32.3

AR Critteriden; MS Do Soto; TN Shelby; TN Tipton.

Non-SMSA Counties _____ 26.5

AR Clay; AR Craighead; AR Cross; AR Greene; AR Lawrence; AR Lee;
AR Mississippi; AR Phillips; AR. Poinsett; AR Randolph; AR St. Francis; MS Alcorn;
MS Benton; MS Bolivar; MS Calhoun; MS Carroll; MS Chickasaw, MS Clay;
MS Coahoma; MS Grenada; MS Itawamba; MS Lafayette; MS Lee; MS Leflore;
MS Marshall; MS Monroe; MS Montgomery; MS Panola; MS Pontotoc; MS Prentiss;
MS Quitman; MS Sunflower; MS Tallahatchie; MS Tate; MS Tippah; MS Tishomingo;
MS Union; MS Washington; MS Webster. MS Yalobusha; MO Dunklin;
MO New Madrid; MO Pemiscot; TN Benton; TN Carroll; TN Chester; TN Crockett;
TN Decatur; TN Dyer; TN Fayette; TN Gibson; TN Hardeman; TN Hardin;
TN Haywood; TN Henderson; TN Henry; TN Lake; TN Lauderdale; TN McNairy;
TN Madison; TN Obion; TN Weakley.

Kentucky:

056 Paducah, KY:

Non-SMSA Counties _____ 5.2

IL Hardin; IL Massac; IL Pope; KY Ballard; KY Caldwell; KY Calloway. KY Carlisle;
KY Crittenden; KY Fulton; KY Graves; KY Hickman; KY Livingston; KY Lyon. KY
McCracken; KY Marshall.

057 Louisville, KY:

SMSA Counties:

4520 Louisville, KY-IN _____ 11.2

IN Clark; IN Floyd; KY Bullitt; KY Jefferson; KY Oldham.

Non-SMSA Counties _____ 9.6

IN Crawford; IN Harrison; IN Jefferson; IN Orange; IN Scott; IN Washington;
KY Breckinridge; KY Grayson; KY Hardin; KY Hart; KY Henry; KY Larue; KY Marion;
KY Meade; KY Nelson; KY Shelby; KY Spencer; KY Trimble; KY Washington.

058 Lexington, KY

SMSA Counties

4280 Lexington-Fayette, KY _____ 10.8

KY Bourbon; KY Clark; KY Fayette; KY Jessamine; KY Scott; KY Woodford.

Non-SMSA Counties _____ 7.0

KY Adair KY Anderson; KY Bath; KY Boyle; KY Breathitt; KY Casey; KY Clay;
KY Estill; KY Franklin; KY Garrard; KY Green; KY Harrison; KY Jackson; KY Knott;
KY Lee; KY Leslie; KY Letcher; KY Lincoln; KY Madison; KY Magoffin; KY Menifee;
KY Mercer; KY Montgomery; KY Morgan. KY Nicholas; KY Owsley; KY Perry;
KY Powell; KY Pulaski; KY Rockcastle; KY Russell; KY Taylor; KY Wolfe.

West Virginia:

059 Huntington, WV:

SMSA Counties:

3400 Huntington – Ashland, WV-KY-OH _____ 2.9

KY Boyd; KY Greenup; OH Lawrence; WV Cabell; WV Wayne.

Non-SMSA Counties _____ 2.5

KY Carter; KY Elliott; KY Floyd; KY Johnson; KY Lawrence; KY Martin; KY Pike;
KY Rowan; OH Gallia; WV Lincoln; WV Logan; WV Mason; WV Mingo.

060 Charleston, WV

SMSA Counties:

1480 Charleston, WV	4.9
WV Kanawha; WV Putnam.	
Non-SMSA Counties	4.2
WV Boone; WV Braxton; WV Calhoun; WV Clay; Fayette; WV Gilmer; WV Greenbrier; WV Jackson; WV Monroe; WV Nicholas; WV Pocahontas; WV Raleigh; WV Roane; WV Summers; WV Webster; WV Wyoming.	
061 Morgantown-Fairmont; WV:	
Non-SMSA Counties	2.1
WV Barbour; WV Doddridge; WV Harrison; WV Lewis; WV Marion; WV Monongalia; WV Preston; WV Randolph; WV Taylor; WV Tucker, WV Upshur.	
062 Parkersburg, WV:	
SMSA Counties:	
6020 Parkersburg-Marietta. WV-OH	1.1
OH Washington; WV Wirt; WV Wood.	
Non-SMSA Counties	1.2
WV Pleasants; WV Ritchie.	
063 Wheeling - Steubenville - Wierton, WV-OH:	
SMSA Counties:	
8080 Steubenville-Wierton, OH-WV	4.3
OH Jefferson; WV Brooke; WV Hancock.	
9000 Wheeling, WV-OH	2.4
OH Belmont; WV Marshall; WV Ohio.	
Non-SMSA Counties	3.0
OH Harrison; OH Monroe; WV Tyler; WV Wetzel.	

Ohio:

064 Youngstown-Warren, OH:	
SMSA Counties:	
9320 Youngstown-Warren, OH	9.4
OH Mahoning; OH Trumbull.	
NonSMSA Counties	6.7
OH Columbiana; PA Lawrence; PA Mercer.	
065 Cleveland, OH:	
SMSA Counties:	
0080 Akron, OH	7.8
OH Portage; OH Summit.	
1320 Canton, OH	6.1
OH Carroll; OH Stark.	
1680 Cleveland, OH	16.1
OH Cuyahoga; OH Geauga; OH Lake; OH Medina.	
4440 Lorain-Elyria, OH	9.3
OH Lorain.	
4800 Mansfield, OH	6.3
OH Richland.	
Non-SMSA Counties:	
OH Ashland; OH Ashtabula; OH Coshocton; OH Crawford; OH Erie; OH Holmes; OH Huron; OH Tuscarawas; OH Wayne.	
066 Columbus, OH:	
SMSA Counties:	
1840 Columbus, OH	10.6
OH Delaware; OH Fairfield; Franklin; OH Madison; OH Pickaway.	
Non-SMSA Counties	7.3
OH Athens; OH Fayette; OH Guernsey; OH Hocking; OH Jackson; OH Knox; OH Licking; OH Marion; OH Meigs; OH Morgan; OH Morrow; OH Muskingum; OH Noble; OH Perry OH Pike; OH Ross; OH Scioto; OH Union; OH Vinton.	
067 Cincinnati, OH:	
SMSA Counties:	

1640 Cincinnati, OH-KY-IN	11.0
IN Dearborn; KY Boone; KY Campbell; KY Kenton; OH Clermont; OH Hamilton; OH Warren.	
3200 Hamilton-Middletown, OH	5.0
OH Butler.	
Non-SMSA Counties	9.2
IN Franklin; IN Ohio; IN Ripley; IN Switzerland; KY Bracken; KY Carroll; KY Fleming; KY Gallatin; KY Grant; KY Lewis; KY Mason; KY Owen; KY Pendleton; KY Robertson; OH Adams; OH Brown; OH Clinton; OH Highland.	
068 Dayton, OH:	
SMSA Counties:	
2000 Dayton, OH	11.5
OH Greene; ON Miami; OH Montgomery; OH Preble.	
7960 Springfield, OH	7.8
OH Champaign; OH Clark.	
Non-SMSA Counties	9.9
OH Darke; OH Logan; ON Shelby.	
069 Lima, OH:	
SMSA Counties:	
4320 Lima, OH	4.4
OH Allen; OH Auglaize; OH Putnam; OH Van Wert.	
Non-SMSA Counties	3.5
OH Hardin; OH Mercer.	
070 Toledo, OH:	
SMSA Counties:	
8400 Toledo, OH-MI	8.8
MI Monroe; OH Fulton; OH Lucas; OH Ottawa; OH Wood.	
Non-SMSA Counties	7.3
MI Lenawee; OH Hancock; OH Henry; OH Sandusky; OH Seneca; OH Wyandot.	

Michigan:

071 Detroit, MI:	
SMSA Counties:	
0440 Ann Arbor, MI	8.5
MI Washtenaw.	
2160 Detroit, MI	17.7
MI Lapeer; MI Livingston; MI Macomb; MI Oakland; MI St. Clair; MI Wayne.	
2640 Flint, MI	12.6
MI Genesee; MI Shiawassee.	
Non-SMSA Counties	16.7
MI Sanilac.	
072 Saginaw, MI:	
SMSA Counties:	
0800 Bay City, MI	2.2
MI Bay.	
6960 Saginaw, MI	14.3
MI Saginaw.	
Non-SMSA Counties	5.2
MI Alcona; MI Alpena; MI Arenac; MI Cheboygan; MI Chippewa; MI Clare; MI Crawford; MI Gladwin; MI Gratiot; MI Huron; MI Iosco; MI Isabella; MI Luce; MI Mackinac; MI Midland; MI Montmorency; MI Ogemaw; MI Oscoda; MI Otsego; MI Presque Isle; MI Roscommon; MI Tuscola.	
073 Grand Rapids, MI:	
SMSA Counties:	
3000 Grand Rapids, MI	5.2
MI Kent; MI Ottawa.	

5320 Muskegon - Norton Shores - Muskegon Heights, MI	9.7
MI Muskegon; MI Oceana.	
Non-SMSA Counties	4.9
MI Allegan; MI Antrim; MI Benzie; MI Charlevoix; MI Emmet; MI Grand Traverse; MI Kalkaska; MI Lake; MI Leelanau; MI Manistee; MI Mason; MI Mecosta; MI Missaukee; MI Montcalm; MI Newaygo; MI Osceola; MI Wexford.	
074 Lansing - Kalamazoo, MI:	
SMSA Counties:	
0780 Battle Creek, MI	7.2
MI Barry; MI Calhoun.	
3520 Jackson, MI	5.1
MI Jackson.	
3720 Kalamazoo-Portage, MI	5.9
MI Kalamazoo; MI Van Buren.	
4040 Lansing-East Lansing, MI	5.5
MI Clinton; MI Eaton; MI Ingham; MI Ionia.	
Non-SMSA Counties	5.5
MI Branch; MI Hillsdale.	

Indiana:

075 South Bend, IN:	
SMSA Counties:	
7800 South Bend, IN	7.1
IN Marshall; IN St. Joseph,	
2330 Elkhart IN	4.0
IN Elkhart.	
Non-SMSA Counties	6.2
IN Fulton; IN Kosciusko; IN Lagrange; MI Berrien; MI Cass; MI St. Joseph.	
076 Fort Wayne, IN:	
Non-SMSA Counties	4.4
IN Allen; IN Dekalb; IN Wells; IN Huntington; IN Noble; IN Steuben; IN Whitley; OH Defiance; OH Paulding; OH Williams.	
077 Kokomo-Marion, IN:	
SMSA Counties:	
3850 Kokomo, IN	4.4
IN Howard; IN Tipton.	
Non-SMSA Counties	3.7
IN Cass; IN Grant; IN Miami; IN Wabash.	
078 Anderson-Muncie, IN:	
SMSA Counties:	
0400 Anderson, IN	4.9
IN Madison.	
5280 Muncie, IN	5.3
IN Delaware.	
Non-SMSA Counties	3.9
IN Blackford; IN Fayette; IN Henry; IN Jay; IN Randolph; IN Union; IN Wayne.	
079 Indianapolis, IN:	
SMSA Counties:	
1020 Bloomington, IN	3.1
IN Monroe.	
3480 Indianapolis, IN	12.5
IN Boone; IN Hamilton; IN Hendricks; IN Johnson; IN Marion; IN Morgan; IN Shelby.	
Non-SMSA Counties	9.7
IN Bartholomew; IN Brown; IN Daviess; IN Decatur; IN Greene; IN Jackson; IN Jennings; IN Lawrence; IN Martin; IN Owen; IN Putnam; IN Rush.	

080 Evansville, IN:	
SMSA Counties	
2440 Evansville, IN-KY	4.8
IN Gibson; IN Posey; IN Vanderburgh; IN Warrick; KY Henderson.	
5990 Owensboro, KY	4.7
KY Daviess.	
Non-SMSA Counties	3.5
IL Edwards; IL Gallatin; IL Hamilton; IL Lawrence; IL Saline; IL Wabash;	
IL White; IN Dubois; IN Knox; IN Perry; IN Pike; IN Spencer; KY Hancock;	
KY Hopkins; KY McLean; KY Muhlenberg; KY Ohio; KY Union; KY Webster.	
081 Terre Haute, IN:	
SMSA Counties:	
8320 Terre Haute, IN	3.1
IN Clay; IN Sullivan; IN Vermillion; IN Vigo.	
Non-SMSA Counties	2.5
IL Clark; IL Crawford; IN Parke.	
082 Lafayette, IN:	
SMSA Counties:	
3920 Lafayette - West Lafayette, IN	2.7
IN Tippecanoe.	
Non-SMSA Counties	1.5
IN Benton; IN Carroll; IN Clinton; IN Fountain; IN Montgomery;	
IN Warren; IN White.	

Illinois:

083 Chicago, IL:	
SMSA Counties:	
1600 Chicago, IL	19.6
IL Cook; IL Du Page; IL Kane; IL Lake; IL McHenry; IL Will.	
2960 Gary - Hammond - East Chicago, IN	20.9
IN Lake; IN Porter.	
3740 Kankakee. IL	9.1
IL Kankakee.	
3800 Kenosha, WI	3.0
WI Kenosha.	
Non-SMSA Counties	18.4
IL Bureau; IL De Kalb; IL Grundy; IL Iroquois; IL Kendall; IL La Salle;	
IL Livingston; IL Putnam; IL Jasper; IN Laporte; IN Newton; IN Pulaski; IN Starke.	
084 Champaign-Urbana, IL:	
SMSA Counties:	
1400 Champaign - Urbana – Rantoul, IL	7.8
IL Champaign.	
Non-SMSA Counties	4.8
IL Coles; IL Cumberland; IL Douglas; IL Edgar; IL Ford; IL Platt; IL Vermilion.	
085 Springfield-Decatur, IL:	
SMSA Counties:	
2040 Decatur, IL	7.6
IL Macon.	
7880 Springfield, IL	4.5
IL Menard; IL Sangamon.	
Non-SMSA Counties	4.0
IL Cass; IL Christian; IL De Witt; IL Logan; IL Morgan; IL Moultrie;	
IL Scott; IL Shelby.	
086 Quincy, IL:	
Non-SMSA Counties	3.1
IL Adams; IL Brown; IL Pike; MO Lewis; MO Marlon; MO Pike; MO Rails.	

087 Peoria, IL:	
SMSA Counties	
1040 Bloomington - Normal, IL_____	2.5
IL McLean.	
8120 Peoria, IL_____	4.4
IL Peoria; IL Tazewell; IL Woodford.	
Non-SMSA Counties_____	3.3
IL Fulton; IL Knox; IL McDonough; IL Marshall; IL Mason; IL Schuyler;	
IL Stark; IL Warren.	
088 Rockford, IL:	
SMSA Counties:	
6880 Rockford, IL_____	6.3
IL Boone; IL Winnebago.	
3620 Janesville - Beloit WI_____	3.1
WI Rock	
Non-SMSA Counties_____	4.6
IL Lee; IL Ogle; IL Stephenson.	

Wisconsin:

089 Milwaukee, WI:	
SMSA Counties:	
5080 Milwaukee, WI_____	8.0
WI Milwaukee; WI Ozaukee; WI Washington; WI Waukesha.	
6600 Racine, WI_____	8.4
WI Racine.	
Non-SMSA Counties_____	7.0
WI Dodge; WI Jefferson; WI Sheboygan; WI Walworth.	
090 Madison, WI:	
SMSA Counties:	
4720 Madison, WI_____	2.2
WI Dane.	
Non-SMSA Counties_____	1.7
WI Adams; WI Columbia; WI Green; WI Iowa; WI Marquette; WI Richland; WI Sauk.	
091 La Crosse, WI:	
SMSA Counties:	
3870 LaCrosse. WI_____	0.9
Non-SMSA Counties_____	0.6
MN Houston; MN Winona; WI Buffalo; WI Jackson; WI Juneau; WI Monroe;	
WI Trempealeau; WI Vernon.	
092 Eau Claire, WI:	
SMSA Counties:	
2290 Eau Claire, WI_____	0.5
WI Chippewa; WI Eau Claire.	
Non-SMSA Counties_____	0.6
WI Barron; WI Dunn; WI Pepin; WI Rusk; WI Sawyer; WI Washburn.	
093 Wausau, WI:	
Non-SMSA Counties_____	0.6
WI Clark; WI Langlade; WI Lincoln; WI Marathon; WI Oneida; WI Portage;	
WI Price; WI Taylor; WI Vilas; WI Wood.	
094 Appleton - Green Bay - Oshkosh, WI:	
SMSA Counties:	
0460 Appleton-Oshkosh, WI_____	0.9
WI Calumet; WI Outaramie; WI Winnebago.	
3080 Green Bay, WI_____	1.3
WI Brown.	

Non-SMSA Counties	1.0
MI Alger; MI Baraga; MI Delta; MI Dickinson; MI Houghton; MI Iron; MI Keweenaw; MI Marquette; MI Menominee; MI Schoolcraft; WI Door; WI Florence; WI Fond Du Lac; WI Forest WI Green Lake; WI Kewaunee; WI Manitowoc; WI Marinette; WI Menominee; WI Oconto; WI Shawano; WI Waupaca; Waushara.	
095 Duluth, MN:	
SMSA Counties:	
2240 Duluth - Superior, MN-WI	1.0
MN St Louis; WI Douglas.	
Non-SMSA Counties	1.2
MI Gogebic; MI Ontonagon; MN Carlton; MN Cook; MN Itasca; MN Koochiching; MN Lake; WI Ashland; WI Bayfield; WI Iron.	

Minnesota:

096 Minneapolis-St. Paul, MN:	
SMSA Counties:	
5120 Minneapolis-St. Paul, MN-WI	2.9
MN Anoka; MN Carver; MN Chisago; MN Dakota; MN Hennepin; MN Ramsey; MN Scott; MN Washington; MN Wright; MN St. Croix.	
6980 St. Cloud, MN	0.5
MN Benton; MN Sherburne; MN Stearns.	
Non-SMSA Counties	2.2
MN Aitkin; MN Big Stone; MN Blue Earth; MN Brown; MN Cass; MN Chippewa; MN Crow Wing; MN Douglas; MN Faribault; MN Goodhue; MN Grant; MN Isanti; MN Kanabec; MN Kandiyohi; MN Lac Qui Parle; MN Le Sueur; MN McLeod; MN Martin; MN Meeke; MN Mille Lacs; MN Mornson; MN Nicollet; MN Pine; MN Pope; MN Renville; MN Rice; MN Sibley; MN Stevens; MN Swift; MN Todd; MN Traverse; MN Wadena; MN Waseca; MN Watonwan; MN Yellow Medicine; WI Burnett; WI Pierce; WI Polk.	
097 Rochester, MN:	
SMSA Counties:	
6820 Rochester, MN	1.4
MN Olmsted.	
Non-SMSA Counties	0.9
MN Dodge; MN Fillmore; MN Freeborn; MN Mower; MN Steele; MN Wabasha.	

Iowa:

098 Dubuque, IA:	
SMSA Counties:	
2200 Dubuque, IA	0.6
IA Dubuque	
Non-SMSA Counties	0.5
IL Jo Daviess; IA Allamakee; IA Clayton; IA Delaware, IA Jackson; IA Winneshiek; WI Crawford; WI Grant; WI Lafayette.	
099 Davenport-Rock Island-Moline, IA-IL:	
SMSA Counties:	
1960 Davenport-Rock Island-Moline, IA-IL	4.6
IL Henry; IL Rock Island; IA Scott.	
Non-SMSA Counties	3.4
IL Carroll; IL Hancock; IL Henderson; IL Mercer; IL Whiteside; IA Clinton; IA Des Moines; IA Henry; IA Lee; IA Louisa; IA Muscatine; MO Clark.	
100 Cedar Rapids, IA:	
SMSA Counties:	
1360 Cedar Rapids, IA	1.7
IA Linn.	
Non-SMSA Counties	1.5

IA Benton; IA Cedar; IA Iowa; IA Johnson; IA Jones; IA Washington.	
101 Waterloo, IA:	
SMSA Counties:	
8920 Waterloo-Cedar Falls, IA	4.7
IA Black Hawk.	
Non-SMSA Counties	2.0
IA Bremer; IA Buchanan; IA Butler; IA Cerro Gordo; IA Chickasaw; IA Fayette; IA Floyd; IA Franklin; IA Grundv; IA Hancock; IA Hardin; IA Howard; IA Mitchell; IA Winnegago; IA Worth.	
102 Fort Dodge, IA:	
Non-SMSA Counties	0.4
IA Bueno Vista; IA Calhoun; IA Carroll; IA Clay; IA Dickinson; IA Emmet; IA Greene; IA Hamilton; IA Humboldt; IA Kossuth; IA Palo Alto; IA Pocahontas; IA Sac; IA Webster; IA Wright.	
103 Sioux City, IA:	
SMSA Counties:	
7720 Sioux City, IA-NE	1.9
IA Woodbury; NE Dakota.	
Non-SMSA Counties	1.2
IA Cherokee, IA Crawford; IA Ida; IA Monona; IA O'Brien; IA Plymouth; IA. Sioux; NE Antelope; NE Cedar; NE Cuming; NE Dixon; NE Knox; NE Madison; NE Pierce; NE Stanton; NE Thurston; NE Wayne; SD Bon Homme; SD Clay; SD Union; SD Yankton.	
104 Des Moines, IA:	
SMSA Counties:	
2120 Des Moines, IA	4.5
IA Polk; IA Warren.	
Non-SMSA Counties	2.4
IA Adair; IA Appanoose; IA Boone; IA Clarke; IA Dallas; IA Davis; IA Decatur; IA Guthrie; IA Jasper; IA Jefferson; IA Keokuk; IA Lucas; IA Madison; IA Mahaska; IA Marion; IA Marshall; IA Monroe; IA Poweshiek; IA Ringgold; IA Story; IA Tama; IA Union; IA Van Buren; IA Wapello; IA Wayne.	

Missouri:

105 Kansas City, MO:	
SMSA Counties:	
3760 Kansas City, MO-KS	12.7
KS Johnson; KS Wayandotte; MO Cass; MO Clay; MO Jackson; MO Platte; MO Ray.	
4150 Lawrence, KS	7.2
7000 St Joseph, MO	3.2
MO Andrew; MO Buchanan.	
Non-SMSA Counties	10.0
KS Anderson; KS Atchison; KS Brown; KS Doniphan; KS Franklin; KS Leavenworth; KS Linn; KS Miami; MO Atchison; MO Bates; MO Benton; MO Caldwell; MO Carroll; MO Clinton; MO Daviess; MO Dekalb; MO Gentry; MO Grundy; MO Harrison; MO Henry; MO Holt; MO Johnson; MO Lafayette; MO Livingston; MO Mercer; MO Nodaway; MO Pettis; MO Saline; MO Worth.	
106 Columbia, MO:	
SMSA Counties:	
1740 Columbia, MO; MO Boone	6.3
Non-SMSA Counties	4.0
MO Adair; MO Audrain; MO Callaway; MO Camden; MO Chariton; MO Cole; MO Cooper; MO Howard; MO Knox; MO Linn; MO Macon; MO Miller; MO Moniteau; MO Monroe; MO Morgan; MO Osage; MO Putnam; MO Randolph; MO Schuyler; MO Scotland; MO Shelby; MO Sullivan.	

107 St. Louis, MO:	
SMSA Counties:	
7040 St. Louis, MO-IL	14.7
IL Clinton; IL Madison; IL Monroe; IL St. Clair; MO Franklin; MO Jefferson; MO St. Charles; MO St. Louis; MO St. Louis City.	
Non-SMSA Counties	11.4
IL Alexander; IL Bond; IL Calhoun; IL Clay; IL Effingham; IL Fayette; IL Franklin; IL Greene; IL Jackson; IL Jasper; IL Jefferson; IL Jersey; IL Johnson; IL Macoupin; IL Marion; IL Montgomery; IL Perry; IL Pulaski; IL Randolph; IL Richland; IL Union; IL Washington; IL Wayne; IL Williamson; MO Bollinger; MO Butler; MO Cape Girardeau; MO Carter; MO Crawford; MO Dent; MO Gasconade; MO Iron; MO Lincoln; MO Madison; MO Maries; MO Mississippi; MO Montgomery; MO Perry; MO Phelps; MO Reynolds; MO Ripley; MO St. Francis; MO Ste. Genevieve; MO Scott; MO Stoddard; MO Warren; MO Washington; MO Wayne.	
108 Springfield, MO:	
SMSA Counties:	
7920 Springfield, MO	2.0
MO Christian; MO Greene.	
Non-SMSA Counties	2.3
KS Allen; KS Bourbon; KS Cherokee; KS Crawford; KS Labette; KS Montgomery; KS Neosho; KS Wilson; KS Woodson; MO Barry; MO Barton; MO Cedar; MO Dade; MO Dallas; MO Douglas; MO Hickory; MO Howell; MO Jasper; MO Laclede; MO Lawrence; MO McDonald; MO Newton; MO Oregon; MO Ozark; MO Polk; MO Pulaski; MO St. Clair; MO Shannon; MO Stone; MO Taney; MO Texas; MO Vernon; MO Webster; MO Wright; OK Craig; OK Ottawa.	

Arkansas:

109 Fayetteville, AR:	
Non-SMSA Counties	3.3
AR Baxter; AR Benton; AR Boone; AR Carroll; AR Madison; AR Marion; AR Newton; AR Searcy; AR Washington; OK Adair; OK Delaware.	
110 Fort Smith, AR:	
SMSA Counties:	
2720 Fort Smith, AR-OK	5.6
AR Crawford; AR Sebastian; OK Le Flore; OK Sequoyah.	
Non-SMSA Counties	6.6
AR Franklin; AR Logan; AR Polk; AR Scott; OK Choctaw; OK Haskell; OK Latimer; OK McCurtain; OK Pittsburg; OK Pushmataha.	
111 Little Rock-North Little Rock, AR:	
SMSA Counties:	
4400 Little Rock-North Little Rock, AR	15.7
AR Pulaski; AR Saline.	
6240 Pine Bluff, AR	31.2
AR Jefferson	
Non-SMSA Counties	16.4
AR Arkansas; AR Ashley; AR Bradley; AR Calhoun; AR Chicott; AR Clark; AR Calhoun; AR Cleveland; AR Conway; AR Dallas; AR Desha; AR Drew; AR Faulkner; AR Fulton; AR Garland; AR Grant; AR Hot Springs; AR Independence; AR IZard; AR Jackson; AR Johnson; AR Lincoln; AR Lonoke; AR Monroe; AR Montgomery; AR Ouachita; AR Perry; AR Pope; AR Prairie; AR Sharp; AR Stone; AR Union; AR Van Buren; AR While; AR Woodruff; AR Yell.	

Mississippi:

112 Jackson, MS:	
SMSA Counties:	
3560 Jackson, MS	30.3
MS Hinds; MS Rankin.	
Non-SMSA Counties	32.0
MS Attala; MS Choctaw; MS Choctaw; MS Clarke; MS Copiah;	
MS Covington; MS Franklin; MS Holmes; MS Humphreys; MS Issaquena;	
MS Jasper; MS Jefferson; MS Jefferson Davis; MS Jones; MS Kemper;	
MS Lauderdale; MS Lawrence; MS Leake; MS Lincoln; MS Lowndes;	
MS Madison; MS Neshoba; MS Newton; MS Noxubee; MS Oktibbeha;	
MS Scott; MS Sharkey; MS Simpson; MS Smith; MS Warren; MS Wayne;	
MS Winston; MS Yazoo.	

Louisiana:

113 New Orleans, LA:	
SMSA Counties	
0920 Biloxi-Gulfport, MS	19.2
MS Hancock; MS Harrison; MS Stone.	
5560 New Orleans, LA	31.0
LA Jefferson; LA Orleans; LA St. Bernard; LA St. Tammany.	
Non-SMSA Counties	27.7
LA Assumption; LA Lafourche; LA Plaquemines; LA St. Charles; LA St. James;	
LA St. John The Baptist; LA Tangipahoa; LA Terrebonne; LA Washington; MS Forrest;	
MS Lamar; MS Marion; MS Pearl River; MS Perry; MS Pike; MS Walthall.	
114 Baton Rouge, LA:	
SMSA Counties:	
0760 Baton Rouge, LA	26.1
LA Ascension; LA East Baton Rouge; LA Livingston; LA West Baton Rouge.	
Non-SMSA Counties	30.4
LA Concordia; LA E. Feliciana; LA Iberville; LA Pointe Coupee; LA St. Helena;	
LA West Feliciana; MS Adams; MS Amite; MS Wilkinson.	
115 Lafayette, LA:	
SMSA Counties:	
3880 Lafayette, LA	20.6
LA Lafayette.	
Non-SMSA Counties	24.1.
LA Acadia; LA Evangeline; LA Iberia; LA St. Landry; LA St. Martin;	
LA St. Mary; LA Vermillion.	
116 Lake Charles, LA:	
SMSA Counties:	
3960 Lake Charles, LA	19.3
LA Calcasieu.	
Non-SMSA Counties	17.8
LA Allen; LA Beauregard; LA Cameron; LA Jefferson Davis LA Vernon.	
117 Shreveport, LA:	
SMSA Counties:	
0220 Alexandria, LA	25.7
LA Grant; LA Rapides.	
7680 Shreveport, LA	29.3
LA Bossier; LA Caddo; LA Webster.	
Non-SMSA Counties	29.3
LA Avoyelles; LA Bienville; LA Claiborne; LA De Soto; LA Natchitoches;	
LA Red River; LA Sabine; LA Winn.	

118 Monroe, LA:	
SMSA Counties:	
5200 Monroe, LA _____	22.8
LA Ouachita.	
Non-SMSA Counties _____	27.9
LA Caldwell; LA Catahoula; LA East Carroll; LA Franklin; LA Jackson; LA La Salle; LA Lincoln;	
LA Madison; LA Morehouse; LA Richland; LA Tensas; LA Union; LA West Carroll.	

Texas:

119 Texarkana, TX:	
SMSA Counties:	
8360 Texarkana, TX-Texarkana, AR _____	19.7
AR Little River; AR Miller; TX Bowie.	
Non-SMSA Counties _____	20.2
AR Columbia; AR Hempstead; AR Howard; AR Lafayette; AR Nevada; AR Pike;	
AR Sevier; TX Camp; TX Cass; TX Lamar; TX Morris; TX Red River; TX Titus.	
120 Tyler-Longview, TX:	
SMSA Counties:	
4420 Longview, TX _____	22.8
TX Gregg; TX Harrison.	
8640 Tyler, TX _____	23.5
TX Smith.	
Non-SMSA Counties _____	22.5
TX Anderson; TX Angelina; TX Cherokee; TX Henderson; TX Houston; TX Marion;	
TX Nacogdoches; TX Panola; TX Rusk; TX San Augustine; TX Shelby; TX Upshur;	
TX Wood.	
121 Beaumont-Port Arthur, TX:	
SMSA Counties:	
0840 Beaumont-Port Arthur Orange, TX _____	22.6
TX Hardin; TX Jefferson; TX Orange.	
Non-SMSA Counties _____	22.6
TX Jasper; TX Newton; TX Sabine; TX Tyler.	
122 Houston, TX:	
SMSA Counties	
1260 Bryan-College Station, TX _____	23.7
TX Brazos.	
2920 Galveston-Texas City, TX _____	28.9
TX Galveston.	
3360 Houston, TX _____	27.3
TX Brazoria; TX Fort Bend; TX Harris; TX Liberty, TX Montgomery, TX Waller.	
Non-SMSA Counties _____	27.4
TX Austin; TX Bureson; TX Calhoun; TX Chambers; TX Colorado; TX De Witt;	
TX Fayette; TX Goliad; TX Grimes; TX Jackson; TX Lavaca; TX Leon;	
TX Madison; TX Matagorda; TX Polk; TX Robertson; TX San Jacinto; TX Trinity;	
TX Victoria; TX Walker; TX Washington; TX Wharton.	
123 Austin, TX:	
SMSA Counties:	
0640 Austin, TX _____	24.1
TX Hays; TX Travis; TX Williamson.	
Non-SMSA Counties _____	24.2
TX Bastrop; TX Blanco; TX Burnet; TX Caldwell; TX Lee; TX Llano.	
124 Waco-Killeen-Temple, TX:	
SMSA Counties:	
3810 Killeen-Temple, TX. _____	16.4
TX Belt TX Coryall.	
8800 Waco, TX _____	20.7
TX McLermax	

Non-SMSA Counties _____	18.6
TX Bosque; TX Falls; TX Freestone; TX Hamilton; TX Hill; TX Lampasas; TX Limestone; TX Milam; TX Mills.	
125 Dallas-Fort Worth, TX:	
SMSA Counties	
1920 Dallas-Fort Worth, TX _____	18.2
TX Collier; TX Dallas; TX Denton; TX Ellis; TX Hood; TX Johnson; TX Kaufman; TX Parker; TX Rockwall; TX Tarrant; TX Wise.	
7640 Sherman-Denison, TX _____	9.4
TX Grayson.	
Non-SMSA Counties _____	17.2
OK Bryan; TX Cooke; TX Delta; TX Erath; TX Fannin; TX Franklin; TX Hopkins; TX Hunt; TX Jack; TX Montague; TX Navarro; TX Palo Pinto; TX Rains; TX Somervell; TX Van Zandt.	
126 Wichita Falls, TX:	
SMSA Counties:	
9080 Wichita Falls, TX: _____	12.4
TX Clay; TX Wichita.	
Non-SMSA Counties _____	11.0
TX Archer; TX Baylor; TX Cottle; TX Foard; TX Hardeman; TX Wilbarger; TX Young.	
127 Abilene, TX:	
SMSA Counties:	
0040 Abilene, TX _____	11.6
TX Callahan; TX Jones; TX Taylor.	
Non-SMSA Counties _____	10.9
TX Brown; TX Coleman; TX Comanche; TX Eastland; TX Fisher; TX Haskell; TX Kent; TX Knox; TX Mitchell; TX Nolan; TX Scurry; TX Shackelford; TX Stephens; TX Stonewall; TX Throckmorton.	
128 San Angelo, TX:	
SMSA Counties:	
7200 San Angelo, TX _____	19.2
TX Tom Green.	
Non-SMSA Counties _____	20.0
TX Coke; TX Concha; TX Crockett; TX Irion; TX Kimble; TX McCulloch; TX Mason; TX Menard; TX Reagan; TX Runnels; TX San Saba; TX Schleicher; TX Sterling; TX Sutton, TX Terrell.	
129 San Antonio, TX:	
SMSA Counties:	
4080 Laredo _____	87.3
TX Webb.	
7240 San Antonio, TX _____	47.8
TX Bexar; TX Comal; TX Guadalupe.	
Non-SMSA Counties _____	49.4
TX Atascosa; TX Bandera; TX Dimmit; TX Edwards; TX Frio; TX Gillespie; TX Gonzales; TX Jim Hogg; TX Karnes; TX Kendall; TX Kerr; TX Kinney; TX La Salle; TX McMullen; TX Maverick; TX Medina; TX Real; TX Uvalde; TX Val Verde; TX Wilson; TX Zapata; TX Zavala.	
130 Corpus Christi, TX:	
SMSA Counties:	
1880 Corpus Christi, TX _____	41.7
TX Nueces; TX San Patricio.	
Non-SMSA Counties _____	44.2
TX Aransas; TX Bee; TX Brooks; TX Duval; TX Jim Wells; TX Kenady; TX Kyberg; TX Live Oak; TX Refugio.	
131 Brownsville-McAllen-Harlingen, TX:	
SMSA Counties:	
1240 Brownsville-Harlingen-San Benito, TX _____	71.0
TX Cameron.	
4880 McAllen-Pharr-Edinburg, TX _____	72.8

TX Hidalgo.	
Non-SMSA Counties _____	72.9
TX Starr; TX Willacy.	
132 Odessa-Midland, TX:	
SMSA Counties:	
5040 Midland, TX _____	19.1
TX Midland.	
5800 Odessa, TX _____	15.1
TX Ector.	
Non-SMSA Counties _____	18.9
TX Andrews; TX Crane; TX Glasscock; TX Howard; TX Loving; TX Martin; TX Pecos; TX Reeves; TX Upton; TX Ward; TX Winkler.	
133 El Paso, TX:	
SMSA Counties:	
2320 El Paso, TX _____	57.8
TX El Paso.	
Non-SMSA Counties _____	49.0
NM Chaves; NM Dona Ana; NM Eddy; NM Grant; NM Hidalgo; NM Luna; NM Otero; NM Sierra, TX Brewster; TX Culberson; TX Hudspeth; TX Jeff Davis; TX Presidio.	
134 Lubbock, TX:	
SMSA Counties:	
4600 Lubbock _____	19.6
TX Lubbock.	
Non-SMSA _____	19.5
NM Lea; NM Roosevelt ; TX Bailey; TX Borden; TX Cochran; TX Crosby; TX Dawson; TX Dickens; TX Floyd; TX Gaines; TX Garza; TX Hale; TX Hockley; TX King; TX Lamb; TX Lynn; TX Motley; TX Terry; TX Yoakum.	
135 Amarillo, TX:	
SMSA Counties:	
0320 Amarillo, TX _____	9.3
TX Potter; TX Randall.	
Non-SMSA Counties _____	11.0
NM Curry; NM Harding; NM Quay; NM Union; OK Beaver; OK Cimarron; OK Texas; TX Armstrong; TX Briscoe; TX Carson; TX Castro; TX Childress; TX Collingsworth; TX Dallam; TX Deaf Smith; TX Donley; TX Gray; TX Hall; TX Hansford; TX Hartley; TX Hemphill; TX Hutchinson; TX Lipscomb; TX Moore; TX Ochitree; TX Oldham; TX Parmer; TX Roberts; TX Sherman; TX Swisher; TX Wheeler.	

Oklahoma:

136 Lawton, OK:	
SMSA Counties:	
4200 Lawton, OK _____	14.8
OK Comanche.	
Non-SMSA Counties _____	10.8
OK Cotton; OK Green; OK. Harmon; OK Jackson; OK Jefferson; OK Kiowa; OK Stephens; OK Tillman.	
137 Oklahoma City, OK:	
SMSA Counties	
5880 Oklahoma City, OK _____	10.2
OK Canadian; OK Cleveland; OK McClain; OK Oklahoma; OK Pottawatomie.	
Non-SMSA Counties _____	9.0
OK Alfalfa; OK Atoka; OK Beckham; OK Blaine; OK Caddo; OK Carter; OK Coat; OK Custer; OK Dewey; OK Ellis; OK Garfield; OK Garvin; OK Grady; OK Grant; OK Harper; OK Hughes; OK Johnston; OK Kingfisher; OK Lincoln; OK Logan; OK Love; OK Major; OK Marshall; OK Murray, OK Okfuskee; OK Pontotoc; OK Roger Mills; OK Seminole; OK Washita; OK Woods; Ok Woodward.	

138 Tulsa, OK:	
SMSA Counties:	
8560 Tulsa, OK _____	10.2
OK Creek; OK Mayes; OK Osage; OK Rogers; OK Tulsa; OK Wagoner.	
Non-SMSA Counties _____	10.0
OK Cherokee; OK Key; OK McIntosh; OK Muskogee; OK Noble; OK Nowata; OK Okmulgee; OK Pawnee; OK Payne; OK Washington.	

Kansas:

139 Wichita, KS:	
SMSA Counties:	
9040 Wichita, KS _____	7.9
KS Butler; KS Sedgwick.	
Non-SMSA Counties _____	5.7
KS Barber; KS Barton; KS Chase; KS Chautauqua; KS Clark; KS Comanche. KS Cowley; KS Edwards; KS Elk; KS Finney; KS Ford; KS Grant; KS Gray; KS Greeley; KS Greenwood; KS Hamilton; KS Harper; KS Harvey; KS Haskell; KS Hodgeman; KS Kearny; KS Kingman; KS Kiowa; KS Lane; KS McPherson; KS Marion; KS Meade; KS Morton; KS Ness; KS Pawnee; KS Pratt; KS Reno; KS Rice; KS Rush; KS Scott; KS Seward; KS Stafford; KS Stanton; KS Stevens; KS Sumner, KS Wichita.	
140 Salina, KS:	
Non-SMSA Counties _____	1.5
KS Cheyenne; KS Cloud; KS Decatur; KS Dickinson; KS Ellis; KS Ellsworth; KS Gove; KS Graham; KS Jewell; KS Lincoln; KS Logan; KS Mitchell; KS Norton; KS Osborne; KS Ottawa; KS Phillips; KS Rawlins; KS Republic; KS Rooks; KS Russell; KS Saline; KS Sheridan; KS Sherman; KS Smith; KS Thomas; KS Trego; KS Wallace.	
141 Topeka, KS:	
SMSA Counties:	
8440 Topeka, KS _____	9.0
KS Jefferson; KS Osage; KS Shawnee.	
Non-SMSA Counties _____	8.5
KS Clay; Coffey; KS Geary; KS Jackson; KS Lyon; KS Marshall; KS Morris; KS Nemaha; KS Pottawatomie, KS Riley; KS Wabaunsee; KS Washington.	

Nebraska:

142 Lincoln, NE:	
SMSA Counties:	
4360 Lincoln, NE _____	2.8
NE Lancaster.	
Non SMSA Counties _____	1.9
NE Butler; NE Fillmore; NE Gage; NE Jefferson; NE Johnson; NE Nemaha; NE Otoe; NE Pawnee; NE Polk; NE Richardson; NE Saline, NE Seward; NE Thayer; NE York.	
143 Omaha, NE:	
SMSA Counties:	
5920 Omaha, NE-IA _____	7.6
IA Pottawattamie; NE Douglas; NE Sarpy.	
Non-SMSA _____	6.3
IA Adams; IA Audubon; IA Cass; IA Fremont; IA Harrison; IA Mills; IA Montgomery; IA Page; IA Shelby; IA Taylor; NE Burt; NE Cass; NE Colfax; NE Dodge; NE Platte; NE Saunders; NE Washington.	
144 Grand Island, NE:	
Non SMSA Counties _____	1.4
NE Adams; NE Aurther; NE Blaine; NE Boyd; NE Brown; NE Buffalo; NE Chase; NE Cherry; NE Clay; NE Custer; NE Dawson; NE Dundy; NE Franklin; NE Frontier; NE Fumas; NE Garfield; NE Gosper; NE Grant; NE Greeley, NE Hall; NE Hamilton;	

NE Harlan; NE Hayes; NE Hitchcock; NE Holt; NE Hooker; NE Howard; NE Kearney; NE Keith; NE Keya Paha; NE Lincoln; NE Logan; NE Loup; NE McPherson; NE Merrick; NE Nance; NE Nuckolls; NE Perkins; NE Phelps; NE Red Willow; NE Rock; NE Sherman; NE Thomas; NE Valley; NE Webster; NE Wheeler.	
145 Scottsbluff, NE:	
Non-SMSA Counties	5.3
NE Banner; NE Box Butt; NE Cheyenne; NE Dawes; NE Deuel; NE Garden; NE Kimball; NE Morrill; NE Scotts Buff; NE Sheridan; NE Sioux; NE Goshen.	

South Dakota:

146 Rapid City, SD:	
SMSA Counties:	
6660 Rapid City, SD	3.4
SD Pennington; SD Meade.	
Non-SMSA Counties	7.9
SD Bennett; SD Buffalo; SD Butte; SD Campbell; SD Corson; SD Custer; SD Dewey (Armstrong); SD Fall River; SD Haakon; SD Harding; SD Hughes; SD Hyde; SD Jackson; SD Jones; SD Lawrence; SD Lyman; SD Mellette; SD Perkins; SD Potter; SD Shannon (Washington); SD Stanley; SD Sully; SD Todd; SD Tripp; SD Walworth; SD Washabaugh; SD Ziebach; WY Crook; WY Niobrara; WY Weston.	
147 Sioux Falls, SD:	
SMSA Counties:	
7760 Sioux Falls, SD	1.2
SD Minnehaha.	
Non-SMSA Counties	0.8
IA Lyon; IA Osceola; MN Cottonwood; MN Jackson;. MN Lincoln; MN Lyon; MN Murray, MN Nobles; MN Pipestone; MN Redwood; MN Rock; SD Aurora; SD Beadle; SD Brookings; SD Brule; SD Charles Mix; SD Davison; SD Douglas; SD Gregory; SD Hand; SD Hanson; SD Hutchinson; SD Jerauld; SD Kingsbury; SD Lake; SD Lincoln; SD McCook, SD Miner, SD Moody, SD Sanborn; SD Turner.	
148 Aberdeen, SD:	
Non-SMSA Counties	1.3
SD Brown; SD Clark; SD Codington; SD Day; SD Deuel; SD Edmunds; SD Faulk; SD Grant; SD Hamlin; SD McPherson; SD Marshall; SD Roberts; SD Spink.	

North Dakota:

149 Fargo-Moorhead, ND-MN:	
Non-SMSA Counties	0.7
MN Becker MN Clay; MN Cass; MN Wilkin; ND Barnes; ND Dickey; ND Eddy; ND Foster; ND Griggs; ND La Moure; ND Logan; ND McIntosh; ND Ransom; ND Richland; ND Sargent; ND Steele; ND Stutsman; ND Traill.	
150 Grand Forks, ND:	
SMSA Counties:	
2985 Grand Forks, ND-MN	1.2
MN Polk; ND Grand Forks.	
Non-SMSA Counties	2.0
MN Beltrami; MN Clearwater MN Hubbard. MN Kittson; MN Lake of the Woods; MN Mahnomen; MN Marshall; MN Norman; MN Pennington; MN Red Lake; MN Roseau; MN Benson; ND Cavalier; ND Nelson; ND Pembina; ND Ramsey; ND Towner; ND Walsh.	
151 Bismarck, ND:	
SMSA Counties:	
1010 Bismarck, ND	0.4
ND Burleigh; ND Morton.	

Non-SMSA Counties	1.3
ND Adams; ND Billings; ND Bowman; ND Dunn; ND Emmons; ND Golden Valley; ND Grant; ND Hettinger; ND Kidder; ND Mercer; ND Oliver; ND Sheridan; ND Sioux; ND Slope; ND Stark; ND Wells.	
152 Minot, ND:	
Non-SMSA Counties	4.4
MT Daniels; MT Richland; MT Roosevelt; MT Sheridan; ND Bottineau; ND Burke; ND Divide; ND McHenry; ND McKenzie; ND McLean; ND Mountrail; ND Pierce; ND Renville; ND Rolette; ND Ward; ND Williams.	

Montana:

153 Great Falls, MT:	
SMSA Counties:	
3040 Great Falls, MT	3.2
MT Cascade.	
Non-SMSA Counties	4.1
MT Blaine; MT Broadwater; MT Chouteau; MT Fergus; MT Glacier; MT Hill; MT Jefferson; MT Judith Basin; MT Lewis and Clark; MT Liberty; MT Meagher; MT Petroleum; MT Phillips; MT Pondera; MT Teton; MT Toole; MT Valley; MT Wheatland.	
154 Missoula, MT:	
Non-SMSA Counties	2.7
MT Beaverhead; MT Deer Lodge; MT Flathead; MT Granite; MT Lincoln; MT Madison; MT Mineral; MT Missoula; MT Powell; MT Ravalli; MT Sanders; MT Silver Bow; MT Lake.	
155 Billings, MT:	
SMSA Counties:	
0880 Billings, MT	3.3
MT Yellowstone.	
Non-SMSA Counties	3.3
MT Big Horn; MT Carbon; MT Carter; MT Custer; MT Dawson; MT Fallon; MT Gallatin; MT Garfield; MT Golden Valley; MT McCone; MT Musselshell; MT Park; MT Powder River; MT Prairie; UT Rosebud; MT Stillwater, MT Sweet Grass; MT Treasure; MT Wilboux; MT Yellowstone Nat'l Park; WY Big Horn; WY Hot Springs; WY Park; WY Sheridan; WY Washakie.	

Wyoming:

156 Cheyenne-Casper, WY:	
Non-SMSA Counties	7.5
CO Jackson; WY Albany; WY Campbell; WY Carbon; WY Converse; WY Fremont WY Johnson; WY Laramie; WY Natrona, WY Platte.	

Colorado:

157 Denver, CO:	
SMSA Counties:	
2080 Denver-Boulder, CO	13.8
CO Adams; CO Arapahoe; CO Boulder. CO Denver; CO Douglas; CO Gilpin; CO Jefferson.	
2670 Fort Collins, CO	6.9
CO Larimer.	
3060 Greeley, CO	13.1
CO Weld.	

Non-SMSA Counties	12.8
CO Cheyenne; CO Clear Creek; CO Elbert CO Grand; CO Kit Carson; CO Logan; CO Morgan; CO Park; CO Phillips; :CO Sedgwick; CO Summit; CO Washington; CO Yuma.	
158 Colorado Springs-Pueblo, CO:	
SMSA Counties:	
1720 Colorado Springs, CO	10.9
CO EL Paso; CO Teller.	
6560 Pueblo, CO	27.5
CO Pueblo.	
Non-SMSA Counties	19.0
CO Alamosa; CO Baca; CO Bent; CO Chaffee; CO Conejos; CO Costilla; CO Crowley; CO Custer; CO Fremont; CO Huerfano; CO Kiowa; CO Lake; CO Las Animas; CO Lincoln; CO Mineral; CO Otero; CO Prowers; CO Rio Grande; CO Saguache.	
159 Grand Junction. CO:	
Non-SMSA Counties	10.2
CO Archuleta; CO Delta; CO Dolores; CO Eagle; CO Garfield; CO Gunnison; CO Hinsdale; CO La Plata, CO Mesa; CO Moffat; CO Montezuma; CO Montrose; CO Ouray; CO Pitkin; CO Rio Blanco; CO Routt; CO San Juan; CO San Miguel; UT Grand; UT San Juan.	

New Mexico:

160 Albuquerque, NM:	
SMSA Counties:	
0200 Albuquerque, NM	38.3
NM Bernalillo; NM Sandoval.	
Non-SMSA Counties	45.9
NM Citron. NM Colfax; NM De Baca; NM Guadalupe; NM San Juan; NM San Miguel; NM Santa Fe; NM Socorro; NM Taos; NM Torrance; NM Valencia.	

Arizona:

161 Tucson, AZ:	
SMSA Counties:	
8520 Tucson, AZ	24.1
AZ Pima.	
Non-SMSA Counties	27.0
AZ Cochise; AZ Graham; AZ Greenlee; AZ Santa Cruz.	
162 Phoenix, AZ:	
SMSA Counties:	
6200 Phoenix, AZ	15.8
AZ Maricopa.	
Non-SMSA Counties	19.6
AZ Apache; AZ Coconino; AZ Gila; AZ Mohave; AZ Navajo; AZ Pinal; AZ Yavapai; AZ Yuma.	

Nevada:

163 Las Vegas, NV:	
SMSA Counties:	
4120 Las Vegas, NV	13.9
NV Clark.	

Non-SMSA Counties	12.6
NV Esmeralda; NV Lincoln; NV Nye; UT Beaver; UT Garfield; UT Iron; UT Kane; UT Washington.	
164 Reno, NV:	
SMSA Counties:	
6720 Reno, NV	8.2
NV Washoe.	
Non-SMSA Counties	9.2
NV Churchill; NV Douglas; NV Elko; NV Eureka; NV Humboldt; NV Lander; NV Lyon; NV Mineral; NV Pershing; NV Storey; NV White Pine; NV Carson City	

Utah:

165 Salt Lake City, Ogden, UT:	
SMSA Counties	
6520 Provo-Orem, UT	2.4
UT Utah.	
7160 Salt Lake City-Ogden, UT	6.0
UT Davis; UT Salt Lake; UT Toole; UT Weber.	
Non-SMSA Counties	5.1
ID Bear Lake; ID Franklin; ID Oneida; UT Box Elder; UT Cache; UT Carbon; UT Daggett; UT Duchesne; UT Emery; UT Juab; UT Millard; UT Morgan; UT Piute; UT Rich; UT Sanpete; UT Sevier; UT Summit; UT Uintah -UT Wasatch; UT Wayne; WY Lincoln; WY Sublette; WY Sweetwater; WY Uinta.	

Idaho:

166 Pocatello-Idaho Falls, ID:	
Non-SMSA Counties	
	4.0
ID Bannock; ID Bingham; ID Blaine; ID Bonneville; ID Butte; ID Camas; ID Caribou; ID Cassia; ID Clark; ID Custer; ID Fremont; ID Gooding; ID Jefferson; ID Jerome; ID Lemini; ID Lincoln; ID Madison; ID Minidoka; ID Power; ID Teton; ID Twin Falls; WY Teton.	
167 Boise City, ID:	
SMSA Counties:	
1080 Boise City, ID	2.3
ID Ada.	
Non-SMSA Counties	4.4
ID Adams; ID Boise; ID Canyon; ID Elmore; ID Gem; ID Owyhee; ID Payette; ID Valley; ID Washington; OR Harney; OR Malheur.	

Washington:

168 Spokane, WA:	
SMSA Counties:	
7840 Spokane, WA	2.8
WA Spokane.	
Non-SMSA Counties	3.0
ID Benewah; ID Bonner; ID Boundary; ID Clearwater; ID Idaho; ID Kootena; ID Latah; ID Lewis; ID Nez Perce; ID Shoshone; WA Adams; WA Asotin; WA Columbia; WA Ferry; WA Garfield; WA Lincoln; WA Pend Orelle; WA Stevens; WA Whitman.	
169 Richland, WA:	
SMSA Counties:	
6740 Richland-Kennewick, WA	5.4
WA Benton; WA Franklin.	
Non-SMSA Counties	3.8

OR Baker; OR Gilliam; OR Grant; OR Morrow; OR Umatilla; OR Union;
OR Wallowa; OR Wheeler; WA Walla Walla.

170 Yakima, WA:

SMSA Counties:

9260 Yakima, WA _____ 9.7

WA Yakima.

Non-SMSA Counties _____ 7.2

WA Chelan; WA Douglas; WA Grant; WA Kittitas; WA Okanogan.

171 Seattle, WA:

SMSA Counties:

7600 Seattle-Everett, WA _____ 7.2

WA King; WA Snohomish.

8200 Tacoma, WA _____ 6.2

WA Pierce.

Non-SMSA Counties _____ 6.2

WA Clallam; WA Grays Harbor; WA Island; WA Jefferson; WA Kitsap; WA Lewis;
WA Mason; WA Pacific; WA San Juan; WA Skaqil; WA Thurston; WA Whatcom.

Oregon:

172 Portland, OR:

SMSA Counties:

6440 Portland, OR-WA _____ 4.5

OR Clackamas; OR Maitnomah; OR Washinton; WA Clark.

7080 Salem OR _____ 2.9

OR Marion; OR Polk.

Non-SMSA Counties:

OR Benton; OR Clatsop; OR Columbia; OR Crook; OR Deschutes; OR Hood River;

OR Jefferson; OR Lincoln; OR Linn; OR Sherman; OR Tillammok; OR Wasco;

OR Yamhill; WA Cowlitz; WA Klickitat; WA Skamania; WA Wahkiakum.

173 Eugene, OR:

SMSA Counties:

2400 Eugene-Springfield, OR _____ 2.4

OR Lane.

Non-SMSA Counties _____ 2.4

OR Coos; OR Curry; OR Douglas; OR Jackson; OR Josephine; OR Klamath;
OR Lake

California:

174 Redding, CA:

Non-SMSA Counties _____ 6.8

CA Lassen; CA Modoc; CA Plumas; CA, Shasta; CA Siskiyou; CA Tehama.

175 Eureka, CA:

Non-SMSA Counties _____ 6.6

CA Del Norte; CA Humboldt; CA Trinity.

176 San Francisco-Oakland-San Jose, CA:

SMSA Counties:

7120 Salinas-Seaside-Monterey, CA _____ 28.9

CA Monterey.

7360 San Francisco-Oakland, CA _____ 25.8

CA Alameda; CA Contra Costa; CA Marin; San Francisco; CA San Mateo.

7400 San Jose, CA _____ 19.6

CA Santa Clara.

7485 Santa Cruz, CA _____ 14.9

CA Santa Cruz.

7500 Santa Rosa, CA _____ 9.1

CA Sonoma.-

8720 Vallejo-Fairfield-Napa, CA _____	17.1
CA Napa; CA Solano.	
Non-SMSA Counties _____	23.2
CA Lake; CA Mendocino; CA San Benito.	
177 Sacramento, CA:	
SMSA Counties:	
6920 Sacramento, CA _____	16.1
CA Placer; CA Sacramento; CA Yolo.	
Non-SMSA Counties _____	14.3
CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba.	
178 Stockton-Modesto, CA:	
SMSA Counties:-	
5170 Modesto, CA _____	12.3
CA Stanislaus	
8120 Stockton, CA _____	24.3
CA San Joaquin.	
Non-SMSA Counties _____	19.8
CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced, CA Tuolumne.	
179 Fresno-Bakersfield, CA:	
SMSA Counties:	
0680 Bakersfield, CA _____	19.1
CA Kent	
2840 Fresno, CA _____	26.1
CA Fresno	
Non-SMSA Counties _____	23.6
CA Kings; CA Madera CA Tulare.	
180 Los Angeles, CA:	
SMSA Counties.	
0360 Anaheim-Santa Ana-Garden Grove, CA _____	11.9
CA Orange.	
4480 Los Angeles-Long Beach, CA _____	28.3
CA Los Angeles	
6000 Oxnard-Simi Valley-Ventura, CA _____	21.5
CA Ventura	
6780 Riverside-San Bernardino-Ontario, CA _____	19.0
CA Riverside; CA San Bernadino.	
7480 Santa Barbara-Santa Maria-Lompoc, CA _____	19.7
CA Santa Barbara.	
Non-SMSA Counties _____	24.6
CA Inyo; CA Mono; CA San Luis - Obispo.	
181 San Diego, CA:	
SMSA Counties	
7320 San Diego, CA _____	16.9
CA San Diego.	
Non-SMSA Counties _____	16.2
CA Imperial	

Alaska:

182 Anchorage, AK:	
SMSA Counties:	
0380 Anchorage, AK _____	8.7
AK Anchorage Division.	
Non-SMSA Counties _____	15.1
AK Aleutian Islands Division; AK Angoon Division; AK Barrow-North Slope Division; AK Bethel Division; AK Bristol Bay Borough; AK Bristol Bay Division; AK Cordova McCarthy Division; AK Fairbanks Division; AK Haines Division; AK Juneau Division;	

AK Kenai-Cook Inlet Division; AK Ketchikan Division; AK Kobuk Division; AK Kodiak Division; AK Kwskokwim Division; AK Matanuska-Susitna Division; AK Nome Division; AK Outer Ketchikan Division; AK Prince of Wales Division; AK Seward Division; AK Sitka Division; AK Skagaway-Yakutat Division; AK Southeast Fairbanks Division; AK Upper Yukon Division; AK Valdez-Citina-Whittier Division; AK Wade Hampton Division; AK Wrangell-Petersburg Division; AK Yukon-Koyukuk Division.

Hawaii:

183 Honolulu, HI:	
SMSA Counties:	
3320 Honolulu, HI	69.1
HI Honolulu.	
Non-SMSA Counties	70.4
HI Hawaii; HI Kauai; HI Maui; HI Kalowao.	

**NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246 AND 41 CFR PART 60-4)**

The following Notice shall be included in, and shall be a part of all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000.

The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation for each trade
	%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is:

State of _____

County of _____

City of _____