

# PROFESSIONAL SERVICE AGREEMENT

(Services to be performed directly for the City of Altoona or related to a sponsored agreement.)

This AGREEMENT is entered into by and between THE CITY OF ALTOONA (“ALTOONA” of “the City”), a Pennsylvania Home Rule Municipality and **(NAME OF COMPANY/INDIVIDUAL)** (“CONTRACTOR”), with its principal place of business at: **(CONTRACTOR’S ADDRESS)**.

WHEREAS, ALTOONA wishes to obtain the professional services offered by an independent contractor; and

WHEREAS, CONTRACTOR represents that s/he is an independent contractor who wishes to provide professional services to ALTOONA under the terms and conditions set forth in this AGREEMENT;

NOW, THEREFORE in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

**1. SCOPE OF WORK:** CONTRACTOR shall provide professional consulting services as described in the CONTRACTOR’s proposal attached hereto as **Exhibit 1** and in accordance with the CONTRACTOR’s hourly rates as described on the CONTRACTOR’S rate card attached hereto as **Exhibit 2**. For the purpose of this Agreement, the cumulative total budget **shall not exceed \$\_\_\_\_\_**. Work performed under this Agreement must be authorized by the City Council, the City Manager, or a duly authorized representative. CONTRACTOR acknowledges that the services to be performed for ALTOONA are those which s/he generally performs, in the independent established profession in which s/he is customarily engaged.

**2. PERIOD OF PERFORMANCE:** The term of this AGREEMENT will commence on **(START DATE)** and will expire on **(END DATE)**, subject, however, to earlier termination as hereinafter provided.

**3. COMPENSATION:** (A) **Basic services.** This is not a retainer agreement. ALTOONA shall pay CONTRACTOR only in accordance with the rates and the not-to-exceed limitations in the **Scope of Work** on a time-and-materials basis. ALTOONA shall not be obligated to pay CONTRACTOR for any services, expenses, reimbursables, or other costs in excess of the not-to-exceed amount specified in the Scope of Work unless CONTRACTOR has obtained the express, written consent of ALTOONA prior to the commencement of the services or incurring the expenses claimed.

(B) **Billing Period.** The CONTRACTOR may submit monthly, or less frequently, an invoice for payment based on the completion of the described tasks in conformance with the approved work schedule. Payment is due within thirty (30) days of ALTOONA’S receipt of the CONTRACTOR’S invoice.

(C) **Reimbursable Expenses.** ALTOONA agrees to pay the actual, necessary and reasonable expenses incurred by CONTRACTOR in performing services under this Agreement, or to reimburse Contractor for such expenses, as the case may be, for those expenses that the ALTOONA has given prior approval such as long distance telephone and fax, postage and courier costs, copying costs, out-

of-area travel, and related business expenses (such expenses not to exceed \$100.00 in a particular event without prior approval).

(D) **Special Services.** Compensation for “special services” shall be based on the CONTRACTOR’S established hourly rates as attached hereto. Statements for special services may only be submitted on a monthly basis. CONTRACTOR shall advise ALTOONA in advance if the CONTRACTOR contends that a particular service falls into the “special services” category. No service shall be compensated as a special service unless and until approved by the ALTOONA. ALTOONA shall promptly determine whether a service constitutes a special service so that work shall not be unreasonably delayed. As used in this Agreement, the term “special services” means:

- (1) Preparation of any special reports required for the marketing of bonds or certificates of obligation.
- (2) Appearances before regulatory agencies or governmental entities other than the City of Altoona.
- (3) Assistance to ALTOONA as an expert witness in any litigation with third parties arising from the development or construction of the Project and not involving the alleged fault of the Contractor.
- (4) Special investigations involving detailed consideration of operation, maintenance and overhead expenses; preparation of rate schedules, earnings, and expense statements; preparation of special feasibility studies, appraisals, valuations, and material audits or inventories required for certification of force account construction performed by ALTOONA.
- (5) Additional copies of reports and specifications (over the agreed number specified in the Scope of Work) and additional blueprint copies of drawings (over the agreed number specified in the Scope of Work).
- (6) Preparation of applications and supporting documents for government grants or planning advances for public works projects.
- (7) Preparation of environmental statements and assistance to ALTOONA in preparing for and attending public hearings on environmental impact statements.

(E) **Records of Expenses:** CONTRACTOR shall maintain reasonably detailed records of all work done on behalf of ALTOONA under this Agreement and of all expenses incurred for which Contractor seeks payment or reimbursement. CONTRACTOR shall promptly provide such records to ALTOONA upon request for inspection, copying, and audit.

4. **NOTICE:** With respect to rights and obligations of each party, notice shall be provided as follows: If to ALTOONA, to the Office of the City Manager, City Hall, 1301 Twelfth Street, Altoona, PA 16601 and, if to CONTRACTOR, to **(NAME AND ADDRESS OF CONTRACTOR CONTACT)**.
5. **BEST EFFORTS:** CONTRACTOR agrees to, at all times, perform the work specified in the AGREEMENT (“Services”) to the best of his/her ability and to ALTOONA’s reasonable satisfaction and approval, to inform ALTOONA of any cause which renders the CONTRACTOR unable to perform the work as required, and to deliver all Deliverables on or before the agreed-upon times.
6. **ACCEPTANCE OF DELIVERABLES:** ALTOONA shall review and determine the acceptance of all deliverables described within the CONTRACTOR’S proposal. CONTRACTOR shall make such revisions to any work that has been completed as are necessary to correct any errors or

omissions that appear in such work. If the ALTOONA finds it necessary to make changes to previously satisfactorily completed work or parts thereof, the CONTRACTOR shall make such revisions if requested and as directed by ALTOONA and such services will be considered as additional work and paid for as specified under Section 7.

7. **ADDITIONAL WORK:** Work that is clearly not within the general description of the Scope of Work and does not otherwise constitute special services under this Agreement must be approved in writing by ALTOONA by supplemental agreement before the additional work is undertaken by the CONTRACTOR. If the CONTRACTOR is of the opinion that any work is beyond that contemplated in this Agreement and the Scope of Work governing the project and therefore constitutes additional work, the CONTRACTOR shall promptly notify ALTOONA of that opinion, in writing. If the CONTRACTOR agrees that such work does constitute additional work, then ALTOONA and the CONTRACTOR shall execute a supplemental agreement for the additional work and ALTOONA shall compensate the Contractor for the additional work on the basis of the rates contained in the Rate Card. The not-to-exceed fee shall be adjusted if additional work is approved by ALTOONA and performed by the CONTRACTOR.
8. **OWNERSHIP OF WORK PRODUCT:** CONTRACTOR hereby irrevocably transfers and assigns to ALTOONA all of his/her/its right, title and interest in and to all materials and deliverables created, discovered, invented, developed or prepared for ALTOONA as part of performing this AGREEMENT (“Deliverables”), including, without limitation, all copyrights, trade secrets, inventions (whether patentable or not) and other intellectual or proprietary rights in and to the Deliverables (the “Intellectual Property”). ALTOONA shall own the Deliverables and the Intellectual Property, and CONTRACTOR disclaims any ownership interests. CONTRACTOR represents and warrants to ALTOONA that the Services and Deliverables will not violate or infringe a third party’s patent, copyright, trade secret or other intellectual or proprietary right, and that no third party has an ownership interest in the Deliverables.
9. **TRADEMARK RIGHTS:** CONTRACTOR agrees not to use any ALTOONA name, logo, or trademark, without ALTOONA's prior written authorization.
10. **CONFIDENTIAL INFORMATION:** ALTOONA agrees to make available to CONTRACTOR information that may be needed to perform the Services. Such information may include information ALTOONA considers to be, or that as a matter of law is, confidential (“CONFIDENTIAL INFORMATION”). CONFIDENTIAL INFORMATION shall include, without limitation, all individually identifiable or protected health information (PHI) in any form, and information about employees (other than directory information) protected against disclosure by federal law. CONFIDENTIAL INFORMATION shall also include all information in any form developed or created by or on behalf of ALTOONA relating to research, funding, faculty and student affairs, financial and business operations, or that ALTOONA has advised CONTRACTOR is confidential, privileged, or proprietary. CONFIDENTIAL INFORMATION shall not include: (a) information CONTRACTOR legally possessed, without an obligation of confidentiality, prior to disclosure by ALTOONA; (b) information generally available to the public, or that becomes available to the public through a legally authorized source other than ALTOONA, and (c) information that was rightfully obtained by CONTRACTOR from a third party who is under no obligation of confidentiality to ALTOONA with respect to such information.

CONTRACTOR agrees to accept and hold CONFIDENTIAL INFORMATION in confidence at all times during, and for five years after, the termination of this AGREEMENT. Consultant shall not use nor disclose CONFIDENTIAL INFORMATION, except as permitted by this AGREEMENT or as required by law.

11. **ELIGIBILITY TO WORK AND RELATIONSHIP OF PARTIES:** The parties intend that CONTRACTOR be an independent contractor, and not an ALTOONA employee. Contractor, its employees or subcontractors are not agents or employees of ALTOONA for any purpose and, therefore, are not entitled to the benefits provided by ALTOONA to its employees, including, but not limited to, fringe benefits, worker's compensation, health and unemployment insurance, and pension plans or any other employee benefit. ALTOONA will not pay federal or state withholding taxes in connection with the Services. CONTRACTOR agrees to report and pay all applicable taxes. CONTRACTOR represents and warrants to ALTOONA that entering into this AGREEMENT and performing the Services will not violate CONTRACTOR's obligations to or contract with any employer or third person.
12. **REPRESENTATIONS AND INDEMNIFICATION:** ALTOONA has entered into this AGREEMENT in reliance upon information provided by CONTRACTOR, including CONTRACTOR'S express representation that s/he is an independent contractor and in compliance with all applicable laws related to work as an independent contractor. Should any regulatory body, or court of competent jurisdiction, find that CONTRACTOR is not an independent contractor and/or is not in compliance with applicable laws related to work as an independent contractor, based upon CONTRACTOR'S own actions, CONTRACTOR shall assume full responsibility and liability for all taxes, assessment and penalties imposed against CONTRACTOR and/or ALTOONA resulting from such contrary interpretation, including, but not limited to taxes, assessments and penalties which should have been deducted from CONTRACTOR'S earnings had CONTRACTOR been on ALTOONA'S payroll and employed as an employee of ALTOONA. CONTRACTOR hereby agrees to indemnify, defend and hold harmless ALTOONA, its manger, staff, solicitor, employees, and agents against all liability, damages, costs and expenses, including but not limited to attorneys' fees, arising out of, or claimed to have been caused by, or relating to, CONTRACTOR'S performance of the Services or breach or alleged breach of this AGREEMENT or any representation or warranty in this AGREEMENT.
13. **TERMINATION:** ALTOONA shall be entitled to immediately terminate this AGREEMENT if in ALTOONA's opinion, CONTRACTOR fails to perform the Services to ALTOONA's reasonable satisfaction. ALTOONA also can terminate this AGREEMENT at any time for any or no reason, by delivering at least fifteen days prior written notice to CONTRACTOR. In the event of termination for whatever reason, CONTRACTOR shall be entitled only to compensation for work completed or otherwise performed up to the date of termination and accepted by ALTOONA, and ALTOONA shall be relieved of any further obligations or liabilities to CONTRACTOR, financial or otherwise.
14. **ASSIGNMENT:** This AGREEMENT may not be assigned nor shall any portion of the AGREEMENT be subcontracted by CONTRACTOR without the prior written approval of ALTOONA. CONTRACTOR shall not engage an agent or subcontractor to perform any of the

Services without ALTOONA's prior written consent, and CONTRACTOR is solely responsible for payment to, and the work of, any such approved agent(s) or subcontractor(s).

15. **GOVERNING LAW:** This AGREEMENT shall be governed by and interpreted in accordance with Pennsylvania law, without regard to conflicts of law principles. CONTRACTOR hereby agrees to the exclusive jurisdiction and venue of courts in Blair County, Pennsylvania in connection with all disputes arising out of this Agreement and the Services.
16. **COMPLIANCE WITH LAWS:** ALTOONA and CONTRACTOR will comply with all applicable federal, state and local laws, rules and regulations in connection with this AGREEMENT and when performing the Services, including but not limited to non-discrimination in employment practices. CONTRACTOR warrants and certifies to ALTOONA that neither CONTRACTOR, nor any person working for or acting on behalf of CONTRACTOR as part of this AGREEMENT, has been or is debarred, penalized by, convicted, sanctioned, suspended, excluded or otherwise ineligible to participate in any state or federal program or by any federal department or agency.
17. **INVOICES:** Unless stated otherwise herein, CONTRACTOR shall submit itemized invoices on CONTRACTOR'S business letterhead, no more frequently than monthly, to ALTOONA at the address set forth in ARTICLE 4, NOTICES. Unless stated otherwise herein, ALTOONA will pay such invoices within 30 days after receipt. ALTOONA may withhold payment of amounts disputed in good faith or invoices submitted without supporting documentation.
18. **INSURANCE.** CONTRACTOR, at his/her/its own cost and expense, shall obtain and maintain in force during the term of this Agreement, the following insurance coverages: (a) A policy of general liability insurance with broad form property damage endorsement, with such policy to afford protection to the limit of One Million Dollars (\$1,000,000) per incident and in the aggregate as respects any bodily injury including death, personal injury and/or property damage; and (b) if required by law, a policy of Worker's Compensation insurance, in amounts required by law, covering all officers, employees or agents of the CONTRACTOR who are in any way engaged in or connected with the performance of the Services and Employers Liability insurance in the amount of One Hundred Thousand Dollars (\$100,000) per occurrence and in the aggregate.

Each of these insurance policies shall be issued by insurance companies reasonably acceptable to ALTOONA and permitted to conduct business in Pennsylvania. Except with respect to Workers' Compensation, each policy shall name ALTOONA as an additional insured, and shall be written as primary coverage and not contributing with or in excess of any coverage that ALTOONA may carry. The CONTRACTOR shall furnish to ALTOONA's Finance Department, upon execution of this Agreement and at least thirty (30) days before the expiration of any certificate previously furnished, a certificate of insurance for each of the above-mentioned policies.

19. **NO CONFLICT OF INTEREST.** CONTRACTOR affirms that there exists no actual, potential or appearance of conflict of interest between CONTRACTOR and its business or financial interests (including, without limitation, those of his/her immediate family members also), and CONTRACTOR's performance of the Services.

20. **RECORDS AND AUDIT.** CONTRACTOR shall maintain complete and accurate books and records in connection with performance of the Services, for at least four (4) years after termination of the AGREEMENT or completion of the Services, whichever is later. CONTRACTOR shall deliver copies of such books and records to ALTOONA or its designee, upon ALTOONA's request and at CONTRACTOR's expense. For at least four (4) years after termination of this AGREEMENT or completion of the Services, whichever is later, CONTRACTOR will permit ALTOONA or its designee (including without limitation, a government entity or agency) to access and audit such books and records upon reasonable advance notice and during ALTOONA's business hours.
21. **INTEGRATION:** ATTACHMENT 1, "SCOPE OF WORK" and ATTACHMENT 2, "Rate Card" are hereby incorporated into this AGREEMENT, as if set forth in full in the body hereof. This AGREEMENT is the final and entire agreement between the parties with respect to the subject matter set forth herein, and supersedes all prior agreements, understandings, representations, and statements, whether oral or written. Neither this AGREEMENT nor any provisions hereof may be modified or amended unless in an instrument signed by both parties. If there is a conflict or ambiguity between a term in the body of this AGREEMENT and ATTACHMENT 1 WORK STATEMENT, the term in the body of the AGREEMENT shall be deemed to reflect the intent and agreement of the parties and prevail in meaning and interpretation.
22. **EXTRA COST CLAIMS.** Any changes to this AGREEMENT must be made in writing and approved by ALTOONA before such work is performed. Portions of this AGREEMENT may be altered, added or subtracted without invalidating this AGREEMENT provided that the contracted sum is adjusted accordingly. Extra compensation on this AGREEMENT may be made where the extra work was foreseen as a possibility in the AGREEMENT and the extra work was performed in strict compliance with the terms of the AGREEMENT. Any cost changes will be limited to no more than 15% of the original cost detailed in the AGREEMENT. All changes shall be executed under the terms and conditions of the AGREEMENT. Requested extensions of time for performance shall be considered at the time such changes are ordered.
23. **CHANGE ORDERS.** Any change orders shall include a calculation detailing the amount of any extra costs which may be incurred as a result of the change. Change orders are permissible when they result from unforeseen contingencies or new ideas that arise during the term of the AGREEMENT. Changes orders may not vary so far from the original plan or be so major as to constitute a new undertaking.
24. **PAYMENT SCHEDULE AND INTEREST PENALTIES.** All payments shall be paid in accordance with the provisions of the Public Works Contract Regulation Act, 62 Pa. C.S.A. §3932. Any payments of interest shall be made in accordance with the provisions of the Political Subdivision Procurement Interest Payment Act, 72 P.S. §1601-C.
25. **HOLDBACK OF PAYMENTS.** In the event that a dispute arises regarding CONTRACTOR'S performance pursuant to the terms of the AGREEMENT, ALTOONA shall be entitled to withhold up to 10% of payments due as retainage.

26. **SUBCONTRACTS.** CONTRACTOR shall identify any and all subcontractors it employs on any project related to this AGREEMENT. CONTRACTOR shall be held responsible for the performance of any subcontractors. CONTRACTOR shall be prohibited from subcontracting more than the portion of work stated in the AGREEMENT that is permitted to be the subject of any subcontract.

27. **ANTI BID-RIGGING.** CONTRACTORS shall submit non-collusion affidavits on the forms available from the Pennsylvania Office of Attorney General.

28. **ALTERNATE AND ADDITIONAL TERMS & CONDITIONS:** Any alternate and additional terms and conditions shall be attached hereto as Exhibit 3 and incorporated into this Agreement.

29. **COUNTERPARTS:** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute the same instrument.

IN WITNESS WHEREOF, and in consideration of the additional terms and conditions on the attached additional pages, both ALTOONA and CONTRACTOR, through their respective duly authorized representatives, have executed this AGREEMENT as of the date written below.

THE CITY OF ALTOONA

CONTRACTOR

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT 1**  
**CONTRACTOR PROPOSAL**

**EXHIBIT 2**  
**CONTRACTOR RATE CARD**

# EXHIBIT 3

## ALTERNATE & ADDITIONAL TERMS & CONDITIONS

**Notwithstanding anything in the Agreement, if the space before one or more of the following paragraphs is “checked off”, the term on this Alternate Clauses sheet shall replace the corresponding term in the body of the Agreement and/or supplement terms in the Agreement, and the “checked off” term(s) shall be deemed to reflect the agreement and intention of ALTOONA and CONTRACTOR:**

**OWNERSHIP OF WORK PRODUCT:** Section 8, “Ownership of Work Product”, is hereby deleted in its entirety, and replaced with the following “checked off” paragraph:

\_\_\_\_\_ CONTRACTOR hereby irrevocably transfers and assigns to ALTOONA all of his/her/its right, title and interest in and to all materials and deliverables created, developed or prepared, and all inventions, discoveries, know-how, and trade secrets invented, discovered, created, developed or prepared, as part of performing this AGREEMENT and the Services (collectively, the “Deliverables”), including, without limitation, all copyrights, trade secrets, inventions (whether patentable or not), discoveries and other intellectual property rights in and to the Deliverables (collectively, the “Intellectual Property”). CONTRACTOR shall obtain from every employee of CONTRACTOR, and any and all agents, independent contractors, subcontractors, or other individuals, who perform any of the Services by or on behalf of CONTRACTOR, a written assignment to CONTRACTOR or to ALTOONA of such employee’s, agent’s, independent contractor’s, subcontractor’s, or other individual’s right, title and interest in and to the Deliverables and the Intellectual Property (the “Written Assignment”). ALTOONA shall have the right to review and approve the form of the Written Assignment prior to CONTRACTOR presenting it to individuals for review and execution. The Deliverables which are copyrightable shall be deemed to be “works made for hire”, to the extent permitted pursuant to federal copyright laws. ALTOONA shall own the Deliverables and the Intellectual Property, and CONTRACTOR hereby disclaims any ownership interest therein. CONTRACTOR agrees to provide reasonable assistance to ALTOONA, at ALTOONA’s expense, to perfect the assignment of right, title and interest to ALTOONA in the Deliverables and the Intellectual Property, including, without limitation, executing Written Assignments. CONTRACTOR represents and warrants to ALTOONA that the Services and Deliverables do not and will not violate or infringe a third party’s patent, copyright, trade secret or other intellectual property or proprietary right, and that no third party has an ownership interest in the Deliverables or the Intellectual Property.

**CONFIDENTIAL INFORMATION:** The following additional term(s) are in addition to the rights and obligations set forth in Section 10, “Confidential Information”, in the AGREEMENT:

\_\_\_\_\_ **(use when student personal identifying information from an education record covered under FERPA is expected to be disclosed).** CONTRACTOR agrees to treat as ALTOONA confidential information any personally identifiable information of an eligible student disclosed pursuant to this AGREEMENT. CONTRACTOR shall not disclose any of such personally identifiable information to any third person without directly obtaining the student’s prior written consent and without obtaining ALTOONA’s prior written consent.

\_\_\_\_\_ (use when a covered entity expects to disclose protected health information)  
CONTRACTOR agrees to the attached Business Associate Agreement terms.

\_\_\_\_\_ (use when a covered entity expects to disclose a limited data set for research purposes)  
CONTRACTOR and ALTOONA agree to execute the attached HIPAA Limited Data Set Agreement.

**INSURANCE:** The following additional term(s) are in addition to the rights and obligations set forth in Section 18, "Insurance" in the AGREEMENT:

\_\_\_\_\_ (use when any of the following are anticipated: Services significantly related to or involving minors; the use or disclosure of protected health information (PHI/HIPAA); CONTRACTOR with access to any ALTOONA computer, information system, or financial system; or CONTRACTOR is (or needs to be) a licensed professional.)

(a) the Employer's Liability insurance shall be in the amount of Five Hundred Thousand Dollars (\$500,000) per occurrence, not \$100,00 per occurrence;

(b) the CONTRACTOR's insurance shall include a policy of comprehensive general liability insurance with broad form property damage endorsement which, in addition to the coverages and amounts set forth in Section 16 of the Agreement, also affords protection to the limit of Twenty Five Thousand (\$25,000) with respect to damage to property of any one owner from one occurrence;

(c) If an automobile is to be used by CONTRACTOR in performing the Services, a policy of comprehensive automobile liability insurance covering the operation of all automobiles used in connection with the performance of this Agreement with such policy to afford protection to the limit of One Million Dollars (\$1,000,000) with respect to bodily injury or death, or personal injury of any one person, One Million Dollars (\$1,000,000) with respect to bodily injury or death of any number of persons in any one occurrence and Twenty Five Thousand Dollars (\$25,000) with respect to damage to the property of any one owner from one occurrence.

(d) Each insurance policy required to be carried by the CONTRACTOR shall provide (and any certificate evidencing the existence of each such insurance policy shall certify) that such insurance policy shall not be canceled unless ALTOONA shall have received twenty (20) days' prior written notice of cancellation. The CONTRACTOR shall provide immediate notice to the City Manager of any significant change in the insurance coverage or limits.

(e) Neither the issuance of any insurance policy required under this Agreement, nor the minimum limits specified herein with respect to the CONTRACTOR's insurance coverage, shall be deemed to limit or restrict in any way the CONTRACTOR's liability arising under or out of this Agreement.

If this AGREEMENT is entered into in connection with a grant or cooperative agreement between ALTOONA and the federal government, the provisions of OMB Circular A-110 Appendix A apply to CONTRACTOR and this AGREEMENT. OMB Circular A-110 requires CONTRACTOR to comply with:

\_\_\_\_\_ **EQUAL EMPLOYMENT OPPORTUNITY.** CONTRACTOR shall comply with Executive Order 11246, as amended by Executive Order 11375 and the regulations at 41 C.F.R. Part 60.

\_\_\_\_\_ **COPELAND ANTI-KICKBACK ACT.** If this AGREEMENT is for more than \$2,000 in construction or repair, CONTRACTOR shall comply with the Copeland Anti-Kickback Act, which prohibits CONTRACTOR from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

\_\_\_\_\_ **DAVIS-BACON ACT.** If this AGREEMENT is for construction services in excess of \$2,000, CONTRACTOR shall comply with the Davis-Bacon Act and supplemental regulations, which requires CONTRACTOR to pay wages not less than minimum wage and not less than once per week to laborers and mechanics. This AGREEMENT is conditioned upon CONTRACTOR's acceptance of the wage determination made by the Department of Labor.

\_\_\_\_\_ **CONTRACT WORK HOURS AND STANDARDS ACT.** Where applicable, if this AGREEMENT is for construction services in excess of \$2000 and/or involves the employment of mechanics or laborers in excess of \$2500, CONTRACTOR shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act, and supplemental regulations.

\_\_\_\_\_ **RIGHTS TO INVENTIONS.** If this AGREEMENT is for the performance of experimental, developmental or research work, this AGREEMENT provides for the rights of the federal government and others in any resulting invention in accordance with 37 CFR Part 401 and implementing regulations.

\_\_\_\_\_ **CLEAN AIR ACT and FEDERAL WATER POLLUTION CONTROL ACT.** If this AGREEMENT is in excess of \$100,000, CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

\_\_\_\_\_ **BYRD ANTI-LOBBYING AMENDMENT.** By acceptance of this AGREEMENT, CONTRACTOR certifies with respect to an award of \$100,000 or more, that CONTRACTOR will not and has not used federally-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant or other award covered by 31 U.S.C. 1352.

\_\_\_\_\_ **DEBARMENT AND SUSPENSION.** By acceptance of this AGREEMENT, CONTRACTOR certifies that CONTRACTOR and its principal employees are not listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement Programs in accordance with Executive Orders 12549 and 12689. This list contains the names of parties debarred, suspended or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than Executive Order 12549.