(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 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or the PHA/IHA 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, HUD or its designee may, after written notice to the Contractor, 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 or denial of participation in HUD's programs pursuant to 24 CFR Part 24.

(d) **Compliance with Copeland Act requirements.** The Contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

(e) **Contract termination; debarment.** A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 24 CFR Part 24.

(f) **Disputes concerning labor standards.**

(1) Disputes arising out of the labor standards provisions of paragraphs (a), (b), (c), and (e) of this clause shall be subject to the general disputes clause of this contract.

(2) Disputes arising out of the labor standards provisions of paragraphs (d), and (g) of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this paragraph (f)(2) include disputes between the Contractor (or any of its subcontractors) and the PHA/IHA, HUD, the U.S. Department of Labor, or the employees or their representatives.

(g) **Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

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

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in subparagraph (g)(1) of this clause, the Contractor and any subcontractor responsible therefor 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 provisions set forth in subparagraph (g)(1) of this clause, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (g)(1) of this clause.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any 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 provisions set forth in subparagraph (g)(2) of this clause.

(h) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in this clause.

49. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever either of the following occurs:

(1) Such non-Federal prevailing wage rate exceeds: (A) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 276a et seq) to be prevailing in the locality with respect to such trade; (B) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor or a DOL-recognized State Apprenticeship Agency; or (C) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program; or

(2) Such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

[FR Doc. 96–18923 Filed 7–24–96; 8:45 am]
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DEPARTMENT OF THE INTERIOR

Bureau of Land Management

[WO–320–6–1990–01]

Information Collection Submitted to the Office of Management and Budget for Review Under the Paperwork Reduction Act (44 U.S.C. Chapter 35)

The proposal for the collection of information listed below has been submitted to the Office of Management and Budget for approval under the provisions of the Paperwork Reduction Act, *as amended* (44 U.S.C. Chapter 35). Copies of the proposed collection of information and explanatory material may be obtained by contacting the BLM's Clearance Officer at the telephone number listed below. Comments and suggestions on the proposal should be made within 30 days directly to the Bureau Clearance Officer and to the Office of management and Budget, Paperwork Reduction Project (1004–0114), Washington, D.C. 20503, telephone 202–395–7340.

Title: Recordation of Location Notices and Annual Filings for Mining Claims, Mill Sites, and Tunnel Sites; Payment of Location and Maintenance Fees and Service Charges.

OMB Approval Number: 1004–0114.

Abstract: The information collected is used to determine whether or not mining claimants have met the statutory requirements of Section 314 of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1744), the Mining Claim Rights Restoration Act of 1955 (30 U.S.C. 621 *et seq.*), the Oregon and California Railroad and Reconveyed Coos Bay Wagon Road Grant Lands Act of 1948 (hereinafter called ''the O and C Lands Act'', Pub. L. 80–477, 62 STAT 162), the General Mining Law of 1872 (30 U.S.C. 22–54), the Act of August 10, 1993 (Pub. L. 103–66; 30 U.S.C. 28f–k), and the Act of April 16, 1993 (Pub. L. 103–23; 43 U.S.C. 299[b]). Mining claimants must record location notices of mining claims, mill sites, and tunnel sites with the Bureau of Land Management (BLM) within 90 days of their location. Each calendar year after the claims and sites are located, the claimants must make an annual filing by December 30. Failure to record the mining claim or site or to submit an annual filing makes the mining claim or site abandoned and void by operation of law. Enactment of Pub. L. 103–66 of August 10, 1993 (107 STAT 405; 30 U.S.C. 28[f]–[k]) requires payment of a $100 per claim or site maintenance fee for fiscal years 1994 through 1998. The payment is due at the time of recording and by each following August 31 thereafter. The Act also requires a $25 location fee for all new claims or sites located, payable at the time of recording with BLM. Certain ''small miners'' owning 10 or fewer claims and sites in total may file by each August 31 a waiver from payment of the maintenance fee and file an annual filing as in the past. Failure to pay the fee or file for a waiver by August 31 makes the mining claim or site forfeited by operation of law. Pub. L. 103–66 expires on September 30, 1998 unless renewed by Congress. Enactment of Pub. L. 103–23 of April 16, 1993 (107 STAT 60; 43 U.S.C. 299[b]) establishes new procedures for location of mining claims upon the reserved mineral estate of the United States where the mineral estate was reserved under the authority of the Stockraising Homestead Act of 1916, *as amended*. The locator must now file a Notice of Intent to Locate Mining Claims (NOITL) with BLM and serve a copy of the NOITL upon the surface owner of record, as taken from the local tax records. The locator must wait 30 days after serving the surface owner before entering the lands or locating mining claims upon the lands so noticed. The notice segregates the lands from mineral entry or mineral sale on behalf of the locator for 90 days from acceptance by BLM. BLM is required to post the NOITL upon its official land records. The surface owner is not subject to filing a NOITL and may locate mining claims at any time the mineral estate is not segregated.

Bureau Form Numbers: 3814–4 and 3830–2.

Frequency: Once for notices and certificates of location, NOITL, and payment of location fees. Once each year for annual filings, payment of maintenance fees or filing of waivers.

Description of Respondents: Respondents may range from an individual to multi-national corporations.

Estimated Completion Time: 0.1333 hours for each document or payment.

Annual Responses: 359,000.

Bureau Clearance Officer: Wendy Spencer (303)–236–6642.

Dated: July 18, 1996.

Annetta L. Cheek,

Chief, Regulatory Management Team.

[FR Doc. 96–18864 Filed 7–24–96; 8:45 am]

BILLING CODE 4310–84–P

[WY–010–1820–00]

Environmental Impact Statement (FEIS) for the Grass Creek Planning Area Resource Management

AGENCY: Bureau of Land Management, Interior.

ACTION: Notice of Availability of the Final Environmental Impact Statement (FEIS) for the Grass Creek Planning Area Resource Management Plan (RMP) for public review and comment.

SUMMARY: The FEIS for the Grass Creek Planning Area RMP describes and analyzes four alternative resource management plans, including the proposed RMP, for managing the BLM-administered public lands and Federal mineral estate in the Grass Creek Planning Area of the Bighorn Basin Resource Area. The planning area includes portions of Big Horn, Hot Springs, Park, and Washakie counties in the Bighorn Basin of north central Wyoming.

The Draft EIS (DEIS) for the Grass Creek Planning Area RMP was made available for public review and comment in January 1995. Comments received on the DEIS were considered in preparing the proposed RMP and FEIS. When completed, the Grass Creek Planning Area RMP will provide the management direction for future land and resource management actions on approximately 968,000 acres of public land surface and approximately 1,171,000 acres of Federal mineral estate administered by the BLM. The FEIS focuses on the proposed RMP alternative and BLM's responses to public comments on the DEIS. The FEIS also describes the other alternatives and their environmental consequences which were considered in the DEIS, therefore, it will not be necessary to have the DEIS to conduct a complete review of the FEIS.

The proposed Grass Creek Planning Area RMP is a comprehensive land-use and resource management plan. It was developed by making adjustments to the Preferred Alternative presented in the DEIS. In addition, the planning team has revised some of the analysis in the DEIS and included new information, based on public comments. However, the environmental consequences of the proposed RMP are not substantially different from those of the Preferred Alternative.

The following are changes to the management actions in the Preferred Alternative of the DEIS.

—Motorized vehicle use in the Badlands Proposed Special Recreation Management Area would be limited to