Indianapolis Housing Agency
A New Day & Better IHA

PROJECT MANUAL

FIRE ALARM REPLACEMENT
Barton Tower

IHA Project No. 10092026

ALLIANCE
ARCHITECTS

October 9, 2026

TABLE OF CONTENTS

	Page
DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS	
Invitation to Bid	00 10 00-1
Instructions to Bidders	
Instructions to Bidders (HUD-5369), pages 1-4	00 20 00-1
Supplemental Instructions to Bidders	00 21 00-1 thru 00 21 00-4
Prevailing Wage Requirements/General Wage Decision (pages 1-27)	00 21 50-1
Section 3 Clause	00 21 50-2
Special Notice to Contractors Regarding Section 3	00 21 50-3
Bid Forms and Certifications	
Bid Forms	00 40 00-1
Proposal for Construction	00 41 00-1 thru 00 41 00-2
Form 96/Non-Collusive Affidavit	00 42 00-1 thru 00 42 00-6
Certificate as to Corporate Principal	00 45 00-1
Representations, Certifications and Other Statements of Bidders (HUD 5369-A), pages 1-3	00 45 00-2
Non-Debarred Certification	00 45 00-3
Proposed Subcontractors and Suppliers	00 45 00-4
Proposed Wage Rate for Unlisted Classifications	00 45 00-5
Drug-Free Workplace Requirements	00 45 00-6 thru 00 45 00-7
Certificate for a Drug-Free Workplace (HUD -50070)	00 45 00-8 thru 00 45 00-9
Contractor Section 3 Initial Response Form	5 Pages
Contracting Agreements	
Form of Contract	00 52 00-1 thru 00 52 00-2
Hold Harmless Agreement	00 54 00-1
Notice to Proceed	00 55 00-1
Contracting Requirements	
Section 3 Plan	00 62 00-1 thru 00 62 00-5
Section 3 Compliance and Business Concern Acknowledgment Explanation	00 62 00-6
E-Verify Affidavit	00 62 00-7
Subcontracts Awarded	00 62 00-8
Request for Acceptance of Subcontractor	00 62 00-9
Non-Collusive Affidavit for Subcontractor	00 62 00-10
Certificate from Contractor Appointing Officer or Employee to Supervise Payment of Employee (HUD-5282)	00 62 00-11
Statement of Compliance	00 62 00-12 thru 00 62 00-13
Payroll Form WH-347	00 62 00-14 thru 00 62 00-18
Monthly Employment Utilization Report (CC-257)	00 62 00-19 thru 00 62 00-20
Application and Certificate for Payment	00 62 00-21 thru 00 62 00-22
Contractor's Certification	00 62 00-23
Affidavit and Waiver of Lien	00 62 00-24
Affidavit of Completion	00 64 00-1
Contractor's Certificate of Guarantee	00 64 00-2
Letter of Release	00 64 00-3
Consent of Surety to Final Payment (AIA G707)	00 64 00-4
Form of Contractor's Certificate and Release	00 64 00-5 thru 00 64 00-6

Page

DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS (Cont.)

General Conditions

General Conditions (HUD-5370), pages 1-19 ..... 00 70 00-1

Supplementary General Conditions

Supplementary General Conditions ..... 00 80 00-1 thru 00 80 00-8
Contractor's Insurance ..... 00 85 00-1 thru 00 85 00-3

DIVISION I - GENERAL REQUIREMENTS

Summary of Work ..... 01 10 00-1 thru 01 10 00-2
Alternates 01 23 00-1
Submittals 01 33 00-1
Cutting and Patching ..... 01 34 00-1 thru 01 34 00-2
Temporary Facilities 01 50 00-1
Substitutions 01 60 00-1
Substitution Request Form 01 61 00-1
Project Record Documents 01 72 00-1
Cleaning ..... 01 74 00-1 thru 01 74 00-2

DIVISION II thru DIVISION XXXII

Refer to the Drawings for Technical Specifications.

DIVISION 0
Bidding and Contract Requirements

SECTION 01 10 00
INVITATION TO BID

Notice is hereby given that the Indianapolis Housing Agency will receive sealed bids until 2:00 p.m., local time, on November 6, 2026, for the following project:

BARTON TOWER FIRE ALARM REPLACEMENT
555 Massachusetts Ave.
Indianapolis Housing Agency
Indianapolis, Indiana

A public bid opening will occur at that time. Any bid received after the above designated time will be returned unopened. The work shall be performed as per Plans and Specifications prepared by Alliance Architects, 929 Lincolnway East, Suite 200, South Bend, Indiana, and Bids are desired for the Barton Tower Fire Alarm Replacement in Indianapolis, Indiana.

All prime Contractors submitting Bids on the Project shall encourage qualified minority subcontractors to perform any portion of the Work in the Project which is not performed by the Contractor's own forces. All bidders shall comply with HUD Section 3 Clause of regulation 24 C.F.R. Part 75. Section 3 compliance will not be required if the Contract Amount does not exceed $200,000.

Said Indianapolis Housing Agency is not obligated to accept the lowest or any other Bid submitted and reserves the right to reject any and all Proposals, to waive informalities in any Proposal if it shall be in the judgment of the Indianapolis Housing Agency so to do and to defer the acceptance or rejection until the financial arrangements for said Project are completed.

Plans and Specifications may be obtained from the Indianapolis Housing Agency at their website (https://www.indyhousing.org/contracting-opportunities) on or after October 9, 2026. Electronic Plans and Specifications are available upon request.

A Pre-Bid Meeting will be held October 15, 2026, at 3:00 p.m. (local time) at the office of Barton Annex, 501 North East Street, Indianapolis, Indiana. Site visits that are necessary after this date will be by appointment only and should be made through the Indianapolis Housing Agency by contacting Mr. Jason Borror at (248) 830-0587.

Instructions to Bidders, Plans, and Specifications including General Conditions are on file at:

a. Alliance Architects
929 Lincolnway East, Suite 200
South Bend, Indiana 46601

b. Indianapolis Housing Agency
1919 N. Meridian Street
Indianapolis, Indiana 46202

SECTION 00 20 00
INSTRUCTIONS TO BIDDERS

THE "INSTRUCTION TO BIDDERS", HUD DOCUMENT HUD-5369, PAGES 1-4, OCTOBER 2002 EDITION, ARE HEREBY MADE A PART OF THE CONTRACT DOCUMENTS, EXCEPT AS THEY MAY BE MODIFIED BY THE SUPPLEMENTAL INSTRUCTIONS TO BIDDERS AND THE SPECIFIC PROVISIONS OF THESE DOCUMENTS.

END OF SECTION

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Instructions to Bidders for Contracts Public and Indian Housing Programs

Instructions to Bidders for Contracts

Public and Indian Housing Programs

Table of Contents

Clause		Page
1.	Bid Preparation and Submission	1
2.	Explanations and Interpretations to Prospective Bidders	1
3.	Amendments to Invitations for Bids	1
4.	Responsibility of Prospective Contractor	1
5.	Late Submissions, Modifications, and Withdrawal of Bids	1
6.	Bid Opening	2
7.	Service of Protest	2
8.	Contract Award	2
9.	Bid Guarantee	3
10.	Assurance of Completion	3
11.	Preconstruction Conference	3
12.	Indian Preference Requirements	3

1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

(1) Integrity;

(2) Compliance with public policy;

(3) Record of past performance; and

(4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the PHA/IHA will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

Yvonda A. Bean
CEO / President
Indianapolis Housing Agency
1919 North Meridian Street
Indianapolis, IN 46202

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding $25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[ ] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[ ] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[ ] (3) a 20 percent cash escrow;

[ ] (4) a 25 percent irrevocable letter of credit; or,

[ ] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website **http://www.fms.treas.gov/c570/index.html**, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [ ] does [ ] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

SECTION 00 21 00
SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

1.01 SUPPLEMENTS

A. The following supplements modify, change, delete from or add to the "Instructions to Bidders for Contracts, Public and Indian Housing Programs". HUD-5369, 10/2002. All other clauses remain enforced.

1.02 CONDITIONS AFFECTING THE WORK

A. Each bidder shall make a careful examination of the Plans and Specifications, visit the sites of the proposed construction and acquaint himself with all the conditions before submitting his proposal. He/she will be held responsible for any and all errors in his proposal resulting from his failure to make such examination. No "Request for Extras" will be entertained as a result of the bidder failing to examine the Plans and Specifications and inspecting the site. Any discrepancies between actual field conditions and work specified in Contract Documents shall be brought to the attention of the Architect prior to bidding. The Contractor shall be responsible for verifying all conditions and dimensions and shall be responsible for this work conforming to existing conditions. In order to facilitate site examinations, the Architect will be available to accompany bidders on the date and time as stated in the Pre-Bid Site Visit/Accessibility paragraph on page 00 10 00 INVITATION TO BID.

B. By submission of a bid, a bidder warrants that he has visited the site to investigate the actual site conditions and made a careful examination of the Plans and Specifications. Additionally, the successful bidder agrees to enter into a Form of Agreement Between the Owner and Contractor as prescribed in 00 52 00 FORM OF CONTRACT. See Section 00 80 00 SUPPLEMENTARY GENERAL CONDITIONS for sales tax status.

1.03 BID GUARANTEE

A. A bid guarantee for an amount of not less than five percent (5%) of the base bid and all add alternates shall be submitted with the proposal. The submitted guarantee shall be forfeited in case of failure of any bidder to enter into the Contract and furnish a satisfactory bond or guarantee in an amount equal to the Contract price within ten (10) days after notification of the acceptance of his proposal. The bid guarantee shall be a certified check, bank draft, U.S. Government Bonds at par value or a bid bond secured by a surety company. The surety or indemnity company must be authorized to do business in the State of Indiana. See section 00 80 00 SUPPLEMENTARY GENERAL CONDITIONS; 1.04 APPROVED SURETY.

1.04 WAGE RATES

A. Wage rates on this work shall not be less than the prescribed scale of wages as determined pursuant to the provisions of the U.S. Department of Housing and Urban Development. Refer to 00 21 50 PREVAILING WAGE REQUIREMENTS included herein.

B. Documentation of payroll and fringe benefits will be required for this project. The Contractor and its Subcontractors will be required to complete and submit either Payroll Form (WH-347) (manual payroll systems) or Statement of Compliance (WH-348) (computerized payroll system) for each work week during the course of the work. Review of these documents and requirements will be included at the pre-construction conference.

1.05 REQUIREMENTS FOR SIGNING PROPOSALS, BID BOND, AND PERFORMANCE AND PAYMENT BONDS

A. Submitted by an Individual

B. When submitted by an individual, said proposal shall be signed by the person making such proposal or the proposal must have attached thereto a Power-of-Attorney evidencing authority to sign the bid in the name of the person for whom it is signed.

C. Submitted by a Partnership

1. When submitted by a partnership, said proposal shall be signed by all of the partners or by an Attorney-In-Fact. If signed by an Attorney-In-Fact, there must be attached to the proposal a Power-of-Attorney for the individuals for whom it is signed.

D. Submitted by a Corporation

1. When submitted by a Corporation, said proposal shall have the correct corporate name thereof and the signature of the president or other authorized officer of the corporation manually written below the corporate name, the attesting signature of the secretary of the corporation and shall have affixed the impression of the corporate seal. If such proposal is manually signed by an official other than the president of the corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the bid should be attached.

1.06 WITHDRAWAL OF PROPOSALS

A. Any bidder may withdraw his proposal at any time prior to the opening of bids.

1.07 PROPOSAL IRREGULARITIES

A. Any error and/or omission in the proposal form or any other irregularity as a result of negligent preparation shall not furnish cause for relief for any damages resulting therefrom nor in any way relieve the Contractor from fulfillment of all contractual obligations as provided for in the Contract Documents.

1.08 SUBSTANTIAL COMPLETION

A. Substantial Completion is the stage in the progress of the work when the work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the work for its intended use.

1.09 ALTERNATES

A. Each bidder must provide a bid on all alternates listed in the Specifications (see Section 01 23 00) or noted on the Plans.

B. The price to be added and/or deducted shall include all labor, materials, equipment, services, facilities and all other items required to complete the work as indicated on the Drawings and as specified herein.

C. Each bidder is encouraged to submit voluntary alternates for materials, procedures and equipment that benefit the project and produce a savings to the Owner.

1.10 UNIT PRICES

A. All unit prices listed on the bid form shall be included with the submission of the bid. Unit pricing found not to be in the best interest of the Indianapolis Housing Agency may be grounds for rejection of proposal.

B. All unit prices quoted shall include the sum of all additional costs of labor, materials, overhead, profit, fees and such other costs incidental to the work described.

C. Unit prices shall be used to replace products, materials, etc., which cannot be repaired or reused as indicated on the Drawings and Specifications. Unit prices shall also be used to repair or replace products, materials, etc., which have been found unacceptable during field surveys and inspections after the Contract has been awarded, but prior to performing the addition work.

1.11 "OR EQUAL"

A. Where the phrase "or equal", or "or equal as approved by the Architect" or "or Architect approved equal" occurs in the Contract Documents, do not assume that material, equipment or methods will be approved as equal by the Architect unless the item has been approved for this work in writing by the Architect.

B. If "equal" products are permitted by the Contract Documents, submit all relevant technical information necessary to evaluate said products versus the specified products to the Architect a minimum of ten (10) business days prior to the bid due date.

C. Any products which have not been reviewed by the Architect within the time frame noted above which the Contractor desires to use will be considered substitution requests and will be governed by Section 01 60 00 SUBSTITUTIONS.

1.12 FEES, PERMITS AND TAXES

A. Bids prices and alternates shall include the cost of all permits, inspections, mandatory testing, and related fees.

B. This program is not subject to Indiana State Sales Tax, Use Tax and Federal Excise Tax on materials used in construction.

1.13 RESPONSIBILITY OF PROSPECTIVE CONTRACTOR

A. In addition to the Housing Agency's proposal form, include Form 96, Contractor's Bid for Public Work. Refer to pages 00 42 00-1 thru 00 42 00-6.

1.14 FORM OF CONTRACT

A. The Agreement Form between the Housing Agency and the Contractor shall be per the Housing Agency's approved Contract form, where the basis of payment is a stipulated sum. See Section 00 52 00 FORM OF CONTRACT.

1.15 SUBMITTAL REQUIREMENTS AT TIME OF BID SUBMITTAL

A. From time to time, the Owner finds it necessary to reject a bid because it does not comply with HUD requirements. In preparing your bid, please use the following checklist in order to make sure the bid has been prepared in the proper manner. ALL BIDS SHALL INCLUDE ONE ORIGINAL AND ONE COPY OF ALL OF THE FOLLOWING:

_____ Proposal for Construction form (refer to pages 00 41 00-1 and 00 41 00-2) properly executed and notarized, including all Alternates and Unit Prices.

_____ Contractor's Bid for Public Work - Form 96 (refer to pages 00 42 00-1 thru 00 42 00-6).

_____ Acknowledgment of all Addenda on Proposal form.

_____ Completion Time reference on Proposal form for base bid and each alternate to obtain substantial completion.

_____ Bidders shall review the requirements for alternates, allowances, unit prices, and include all in their bid.

_____ Bid Bond or Bid Guarantee. See item 1.03 above.

_____ Certificate as to Corporate Principal (page 00 45 00-2) (if bid is submitted by a Corporation).

_____ Representations, Certifications, and Other Statements of Bidders (HUD-5369-A, pages 1-3) (see page 00 45 00-2).

_____ Non-Debarred Certification (refer to page 00 45 00-3) or proof of active registration with the U.S. Government System for Award Management.

_____ Proposed Subcontractors and Suppliers (refer to page 00 45 00-4).

_____ Proposed Wage Rates for unlisted classifications (refer to page 00 45 00-5). Rates may be submitted at time of bid or submitted to Architect within five (5) calendar days of time and date of bid submittal.

_____ Drug-Free Workplace Certificate (refer to pages 00 45 00-8 and 00 45 00-9).

_____ Contractor Section 3 Inirial Response Form

_____ Evidence of active and current status under System Award Management (SAM).

_____ Proposals shall be enclosed in a sealed envelope, properly labeled with the project name and forwarded with adequate time to enable it to arrive before the time and date noted on 00 10 00 INVITATION TO BID to:

Indianapolis Housing Agency
Indianapolis, Indiana

Deliver to:

Ms. Jacquelyne Brown
Procurement Manager
tIndianapolis Housing Agency
1919 North Meridian Street
Indianapolis, Indiana 46202

B. All bids received after the legally published deadline will be rejected.

END OF SECTION

SECTION 00 21 50
PREVAILING WAGE REQUIREMENTS

A. Prevailing wage requirements for these projects have been determined by the U.S. Department of Labor and have been adopted by the U.S. Department of Housing and Urban Development and the Indianapolis Housing Agency. Wage rates for these projects shall not be less than the prescribed scale of wages included herein:

General Decision Number IN20260002
Modification Number 2, Dated 05/18/2026

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards clauses (Title 29, part 5. CFR).

For purposes of submitting a bid, unlisted classifications shall be included as proposed on 00 45 00-13 PROPOSED WAGE RATE FOR UNLISTED CLASSIFICATIONS.

B. Prevailing Wages

Prevailing wages must be paid to all employees working on the job site. The Contractor is responsible for paying the applicable wage rates and ensure that any subcontractors pay the applicable rates. The Federal Labor Standard Provisions as well as the general wage determination must be included in subcontractor and lower-tier subcontractor contracts.

C. Payroll Report

The Contractor shall submit a certified payroll report and compliance statement to the Indianapolis Housing Agency each week during the contract period. If no work is performed on the project during a given week, submit payrolls indicating “No Work”. Weekly payrolls shall be numbered sequentially and the final payroll marked “final”.

On the first payroll submitted, the address and social security number must be reported for each employee, updated for each new employee used during the project.

D. On-Site Employee Interviews

The enforcement of labor standards provisions is as important as other requirements of the contract specifications, and that compliance with such labor standards is mandatory by contractors and subcontractors. The Indianapolis Housing Agency will be on the job site conducting employee interviews to ensure compliance with Federal Regulations. Each employee must be able to show their wage rate via payroll stubs and other acceptable means.

E. Posting

The U.S. Department of Labor "Red Poster" (WH-1321) will be required to be posted on the job site along with the General Wage Decision for this project. This posting informs employees of their rights and indicates that complaints will be received by the Indianapolis Housing Agency. Your cooperation in this matter is mandatory.

"General Decision Number: IN20260002 05/18/2026

State: Indiana

Construction Types: Building

Counties: Indiana Counties of
Adams, Allen, Bartholomew, Benton,
Blackford, Boone, Carroll, Cass,
Clinton, DeKalb, Delaware, Fountain,
Fulton, Grant, Hamilton, Hancock,
Hendricks, Howard, Huntington, Jay,
Johnson, Madison, Marion, Miami, Monroe,
Montgomery, Morgan, Noble, Shelby,
Steuben, Tippecanoe, Tipton, Wabash,
Warren, Wells, White and Whitley

Modification Number	Publication Date
1	01/30/2026
2	05/18/2026

ASBE0018-004 06/01/2017

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER: INCLUDES PREPARATION, WETTINGS, STRIPPING, REMOVAL, SCRAPPING, VACUUMING, BAGGING & DISPOSING OF ALL INSULATION MATERIALS, WHETHER THEY CONTAIN ASBESTOS OR NOT, FROM MECHANICAL SYSTEMS (BARTHOLOMEW, BENTON, BOONE, CARROLL, CLINTON, DELAWARE, FOUNTAIN, HAMILTON, HANCOCK, HENDRICKS, HOWARD, JOHNSON, MADISON, MARION, MONROE, MONTGOMERY, MORGAN, SHELBY, TIPPECANOE, TIPTON, AND WARREN COUNTIES:)	$ 23.00	14.40
ASBESTOS WORKER/HEAT & FROST INSULATOR: INCLUDES APPLICATION OF ALL INSULATING MATERIALS, PROTECTIVE COVERINGS, COATINGS AND FINISHINGS TO ALL TYPES OF MECHANICAL SYSTEMS (BARTHOLOMEW, BENTON, BOONE, CARROLL, CLINTON, DELAWARE, FOUNTAIN, HAMILTON, HANCOCK, HENDRICKS, HOWARD, JOHNSON, MADISON, MARION, MONROE, MONTGOMERY, MORGAN, SHELBY, TIPPECANOE, TIPTON, AND WARREN COUNTIES:)	$ 40.20	25.68

ASBE0018-004 06/01/2025

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER: INCLUDES PREPARATION, WETTINGS, STRIPPING, REMOVAL, SCRAPPING, VACUUMING, BAGGING & DISPOSING OF ALL INSULATION MATERIALS, WHETHER THEY CONTAIN ASBESTOS OR NOT, FROM MECHANICAL SYSTEMS (BARTHOLOMEW, BENTON, BOONE, CARROLL, CLINTON, DELAWARE, FOUNTAIN, HAMILTON, HANCOCK, HENDRICKS, HOWARD, JOHNSON, MADISON, MARION, MONROE, MONTGOMERY, MORGAN, SHELBY,		

TIPPECANOE, TIPTON, AND WARREN COUNTIES:).....$ 23.00 14.40
ASBESTOS WORKER/HEAT & FROST INSULATOR: INCLUDES
APPLICATION OF ALL INSULATING MATERIALS, PROTECTIVE
COVERINGS, COATINGS AND FINISHINGS TO ALL TYPES OF
MECHANICAL SYSTEMS (BARTHOLOMEW, BENTON, BOONE,
CARROLL, CLINTON, DELAWARE, FOUNTAIN, HAMILTON,
HANCOCK, HENDRICKS, HOWARD, JOHNSON, MADISON,
MARION, MONROE, MONTGOMERY, MORGAN, SHELBY,
TIPPECANOE, TIPTON, AND WARREN COUNTIES:).....$ 40.20 25.68

ASBE0041-002 06/01/2024

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER: INCLUDES PREPARATION, WETTINGS, STRIPPING, REMOVAL, SCRAPPING, VACCUMING, BAGGING & DISPOSING OF ALL INSULATION MATERIALS, WHETHER THEY CONTAIN ASBESTOS OR NOT, FROM MECHANICAL SYSTEMS (ADAMS, ALLEN, BLACKFORD, DE KALB, GRANT, HUNTINGTON, JAY, MIAMI, NOBLE, STEUBEN, WABASH, WELLS AND WHITLEY COUNTIES:)	$ 35.10	19.39
ASBESTOS WORKER/HEAT & FROST INSULATOR: INCLUDES APPLICATION OF ALL INSULATING MATERIALS, PROTECTIVE COVERINGS, COATINGS AND FINISHINGS TO ALL TYPES OF MECHANICAL SYSTEMS (ADAMS, ALLEN, BLACKFORD, DE KALB, GRANT, HUNTINGTON, JAY, MIAMI, NOBLE, STEUBEN, WABASH, WELLS AND WHITLEY COUNTIES:)	$ 37.25	19.85

ASBE0041-002 03/01/2025

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER: INCLUDES PREPARATION, WETTINGS, STRIPPING, REMOVAL, SCRAPPING, VACCUMING, BAGGING & DISPOSING OF ALL INSULATION MATERIALS, WHETHER THEY CONTAIN ASBESTOS OR NOT, FROM MECHANICAL SYSTEMS (ADAMS, ALLEN, BLACKFORD, DE KALB, GRANT, HUNTINGTON, JAY, MIAMI, NOBLE, STEUBEN, WABASH, WELLS AND WHITLEY COUNTIES:)	$ 35.10	19.39
ASBESTOS WORKER/HEAT & FROST INSULATOR: INCLUDES APPLICATION OF ALL INSULATING MATERIALS, PROTECTIVE COVERINGS, COATINGS AND FINISHINGS TO ALL TYPES OF MECHANICAL SYSTEMS (ADAMS, ALLEN, BLACKFORD, DE KALB, GRANT, HUNTINGTON, JAY, MIAMI, NOBLE, STEUBEN, WABASH, WELLS AND WHITLEY COUNTIES:)	$ 37.25	19.85

ASBE0075-003 06/01/2024

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER: INCLUDES PREPARATION, WETTING, STRIPPING, REMOVAL, SCRAPPING, VACCUMING, BAGGING & DISPOSING OF ALL INSULATION MATERIALS, WHETHER THEY CONTAIN ASBESTOS OR NOT, FROM MECHANICAL SYSTEMS (CASS, FULTON AND WHITE COUNTIES)	$ 39.50	28.19
ASBESTOS WORKER/HEAT & FROST INSULATOR: INCLUDES APPLICATION OF ALL INSULATING MATERIALS, PROTECTIVE COVERINGS, COATINGS AND FINISHINGS TO ALL TYPES OF MECHANICAL SYSTEMS (CASS, FULTON AND WHITE COUNTIES)	$ 39.50	28.19

BOIL0374-002 05/01/2025

	Rates	Fringes
BOILERMAKER	$ 43.24	38.17

BRIN0003-001 06/01/2023

	Rates	Fringes
TILE, MARBLE SETTER (INDIANAPOLIS BOONE, HANCOCK, HENDRICKS, JOHNSON, MARION, MONTGOMERY, MORGAN AND SHELBY COUNTIES)	$ 35.63	17.23
TILE & MARBLE FINISHER (INDIANAPOLIS BOONE, HANCOCK, HENDRICKS, JOHNSON, MARION, MONTGOMERY, MORGAN AND SHELBY COUNTIES)	$ 24.33	13.16
TERRAZZO WORKER/SETTER (INDIANAPOLIS BOONE, HANCOCK, HENDRICKS, JOHNSON, MARION, MONTGOMERY, MORGAN AND SHELBY COUNTIES)	$ 36.38	17.24
TERRAZZO FINISHER (INDIANAPOLIS BOONE, HANCOCK, HENDRICKS, JOHNSON, MARION, MONTGOMERY, MORGAN AND SHELBY COUNTIES)	$ 23.38	13.15
BRICKLAYER, STONE MASON, POINTER, CAULKING (INDIANAPOLIS BOONE, HANCOCK, HENDRICKS, JOHNSON, MARION, MONTGOMERY, MORGAN AND SHELBY COUNTIES)	$ 36.24	17.39

BRIN0004-004 06/01/2024

	Rates	Fringes
TILE, MARBLE & TERRAZZO FINISHER (FORT WAYNE ADAMS, ALLEN, DEKALB, HUNTINGTON, NOBLE, STEUBEN, WELLS AND WHITLEY COUNTIES:)	$ 31.55	19.08
TILE SETTER & MARBLE MASON MECHANIC (FORT WAYNE ADAMS, ALLEN, DEKALB, HUNTINGTON, NOBLE, STEUBEN, WELLS AND WHITLEY COUNTIES:)	$ 31.55	19.08
TERRAZZO WORKER MECHANIC (FORT WAYNE ADAMS, ALLEN, DEKALB, HUNTINGTON, NOBLE, STEUBEN, WELLS AND WHITLEY COUNTIES:)	$ 36.30	22.04
TERRAZZO GRINDER FINISHER (FORT WAYNE ADAMS, ALLEN, DEKALB, HUNTINGTON, NOBLE, STEUBEN, WELLS AND WHITLEY COUNTIES:)	$ 31.00	17.89
BRICKLAYER: STONE MASON, MARBLE MASONS, POINTER, CLEANER, AND CAULKER (FORT WAYNE ADAMS, ALLEN, DEKALB, HUNTINGTON, NOBLE, STEUBEN, WELLS AND WHITLEY COUNTIES:)	$ 35.00	21.60

BRIN0004-021 06/01/2024

	Rates	Fringes
TILE & MARBLE SETTER; MOSAIC WORKER (BARTHOLOMEW AND MONROE COUNTIES)	$ 37.22	18.05
TILE & MARBLE FINISHER (BARTHOLOMEW AND MONROE COUNTIES)	$ 25.33	14.19
TERRAZZO WORKER/SETTER (BARTHOLOMEW AND MONROE COUNTIES)	$ 37.97	18.06
TERRAZZO FINISHER (BARTHOLOMEW AND MONROE COUNTIES)	$ 25.33	14.19
BRICKLAYER, STONEMASON (BARTHOLOMEW AND MONROE COUNTIES)	$ 35.21	18.19

BRIN0011-001 06/01/2023

	Rates	Fringes
TILE & MARBLE SETTER; MOSAIC WORKER (LAFAYETTE BENTON, CARROLL, CLINTON, FOUNTAIN, TIPPECANOE, WARREN AND WHITE COUNTIES)	$ 35.63	17.23
TILE & MARBLE FINISHER (LAFAYETTE BENTON, CARROLL, CLINTON, FOUNTAIN, TIPPECANOE, WARREN AND WHITE COUNTIES)	$ 24.33	13.16
TERRAZZO WORKER/SETTER (LAFAYETTE BENTON, CARROLL,		

CLINTON, FOUNTAIN, TIPPECANOE, WARREN AND WHITE
COUNTIES).....$ 36.38 17.24
TERRAZZO FINISHER (LAFAYETTE BENTON, CARROLL,
CLINTON, FOUNTAIN, TIPPECANOE, WARREN AND WHITE
COUNTIES).....$ 23.38 13.15
BRICKLAYER, STONEMASON, POINTER, CAULKER &
CLEANER (LAFAYETTE BENTON, CARROLL, CLINTON,
FOUNTAIN, TIPPECANOE, WARREN AND WHITE COUNTIES)....$ 33.75 20.12

BRIN0018-001 06/01/2023

Rates Fringes
TILE, MARBLE SETTER (CASS, FULTON, GRANT, HOWARD,
MIAMI AND WABASH COUNTIES).....$ 34.50 23.62
TILE & MARBLE FINISHER (CASS, FULTON, GRANT,
HOWARD, MIAMI AND WABASH COUNTIES).....$ 34.50 23.62
TERRAZZO WORKER/SETTER (CASS, FULTON, GRANT,
HOWARD, MIAMI AND WABASH COUNTIES).....$ 33.50 23.62
TERRAZZO WORKER FINISHER (CASS, FULTON, GRANT,
HOWARD, MIAMI AND WABASH COUNTIES).....$ 35.50 23.62
BRICKLAYER, STONEMASON, POINTER, CAULKER & CLEANER
(CASS, FULTON, GRANT, HOWARD, MIAMI AND WABASH
COUNTIES).....$ 34.00 19.71

BRIN0019-001 06/01/2023

Rates Fringes
TILE & MARBLE SETTER; MOSAIC WORKER (MUNCIE
CHAPTER BLACKFORD, DELAWARE, HAMILTON, JAY,
MADISON AND TIPTON COUNTIES:).....$ 35.63 17.23
TILE & MARBLE FINISHER (MUNCIE CHAPTER
BLACKFORD, DELAWARE, HAMILTON, JAY, MADISON AND
TIPTON COUNTIES:).....$ 23.38 13.15
TERRAZZO WORKER/SETTER (MUNCIE CHAPTER BLACKFORD,
DELAWARE, HAMILTON, JAY, MADISON AND TIPTON
COUNTIES:).....$ 36.38 17.24
TERRAZZO FINISHER (MUNCIE CHAPTER BLACKFORD,
DELAWARE, HAMILTON, JAY, MADISON AND TIPTON
COUNTIES:).....$ 23.38 13.15
BRICKLAYER, STONEMASON, POINTER, CAULKER &
CLEANER (MUNCIE CHAPTER BLACKFORD, DELAWARE,
HAMILTON, JAY, MADISON AND TIPTON COUNTIES:).....$ 33.83 20.14

CARP0215-001 06/01/2024

Rates Fringes
CARPENTER (BENTON, CARROLL, CLINTON, TIPPECANOE,
WARREN AND WHITE COUNTIES).....$ 34.99 25.27
MILLWRIGHT (BENTON, CARROLL, CLINTON, TIPPECANOE,
WARREN AND WHITE COUNTIES).....$ 37.68 27.84

CARP0215-001 06/01/2025

Rates Fringes
CARPENTER (BENTON, CARROLL, CLINTON, TIPPECANOE,
WARREN AND WHITE COUNTIES).....$ 34.99 25.27
MILLWRIGHT (BENTON, CARROLL, CLINTON, TIPPECANOE,
WARREN AND WHITE COUNTIES).....$ 37.68 27.84

CARP0232-001 06/01/2025

Rates Fringes
CARPENTER & PILEDRIVERMEN (ALLEN, DEKALB, NOBLE,

STEUBEN AND WHITLEY COUNTIES)	$ 33.42	25.93

CARP0615-001 06/01/2025

	Rates	Fringes
CARPENTER & PILEDRIVERMEN (ADAMS, CASS, FULTON, GRANT, HOWARD, HUNTINGTON, MIAMI, TIPTON, WABASH AND WELLS COUNTIES)	$ 34.45	25.33

CARP0912-001 06/01/2025

	Rates	Fringes
CARPENTER: MILLWRIGHT (ZONE 4: BLACKFORD, DELAWARE, JAY AND MADISON COUNTIES)	$ 39.10	25.95
CARPENTER: MILLWRIGHT (ZONE 2: BOONE, FOUNTAIN, HENDRICKS, MONROE, MONTGOMERY AND MORGAN COUNTIES)	$ 39.10	25.95
CARPENTER: CARPENTERS, DRYWALL (ZONE 4: BLACKFORD, DELAWARE, JAY AND MADISON COUNTIES)	$ 37.54	24.90
CARPENTER: CARPENTERS, DRYWALL (ZONE 2: BOONE, FOUNTAIN, HENDRICKS, MONROE, MONTGOMERY AND MORGAN COUNTIES)	$ 35.55	24.21

CARP0912-002 06/01/2025

	Rates	Fringes
CARPENTERS: MILLWRIGHT (HAMILTON, HANCOCK, JOHNSON (TOWNSHIPS OF WHITE RIVER, PLEASANT AND CLARK), MARION)	$ 39.10	25.95

CARP0999-008 10/01/2025

	Rates	Fringes
CARPENTERS: SOFT FLOOR LAYERS (BARTHOLOMEW, JOHNSON (TOWNSHIPS OF UNION, HENSLEY, FRANKLIN, NINEVA, NEEDHAM AND BLUE RIVER), SHELBY COUNTIES)	$ 35.54	22.12

CARP1029-001 06/01/2025

	Rates	Fringes
MILLWRIGHT (ADAMS, ALLEN, CASS, DEKALB, ELKHART, FULTON, GRANT, HOWARD, HUNTINGTON, KOSCIUSKO, LAGRANGE, MARSHALL, MIAMI, NOBLE, ST. JOSEPH, STEUBEN, TIPTON, WABASH, WELLS AND WHITLEY COUNTIES)	$ 35.89	30.52

ELEC0305-002 12/01/2024

	Rates	Fringes
ELECTRICIAN (ADAMS, ALLEN, DE KALB, HUNTINGTON, NOBLE, STEUBEN, WELLS, AND WHITLEY COUNTIES)	$ 40.18	23.18

ELEC0481-005 05/31/2025

	Rates	Fringes
ELECTRICIAN (BARTHOLOMEW, BOONE, HAMILTON, HANCOCK, HENDRICKS, JOHNSON, MADISON, MARION, MONTGOMERY, MORGAN AND SHELBY COUNTIES)	$ 45.45	28.19

ELEC0538-006 06/01/2025

	Rates	Fringes
ELECTRICIAN (FOUNTAIN AND WARREN COUNTIES:)	$ 41.00	27.36

ELEC0668-002 06/01/2025

	Rates	Fringes
ELECTRICIAN (BENTON, CARROLL, CASS, FULTON, TIPPECANOE AND WHITE COUNTIES) FOOTNOTE: A. PAID HOLIDAYS: NEW YEARS DAY, MEMORIAL DAY, JULY 4TH, LABOR DAY, VETERANS DAY THANKSGIVING DAY AND CHRISTMAS DAY	$ 42.00	24.15

ELEC0725-006 06/01/2022

	Rates	Fringes
COMMUNICATION TECHNICIAN: INCLUDES THE INSTALLATION, OPERATION, INSPECTION, MAINTENANCE, REPAIR AND SERVICE OF RADIO, TELEVISION, RECORDING, VOICE SOUND AND VISION PRODUCTION AND REPRODUCTION APPARATUS, EQUIPMENT AND APPLIANCES USED FOR DOMESTIC, COMMERCIAL, EDUCATION, ENTERTAINMENT AND PRIVATE TELEPHONE SYSTEMS. (MONROE COUNTY)	$ 30.00	18.07

ELEC0725-011 10/01/2024

	Rates	Fringes
ELECTRICIAN (MONROE COUNTY)	$ 43.30	25.32

ELEC0855-003 06/01/2025

	Rates	Fringes
ELECTRICIAN (BLACKFORD, DELAWARE, AND JAY COUNTIES)	$ 40.18	22.15

ELEC0873-002 03/01/2025

	Rates	Fringes
ELECTRICIAN (CLINTON, GRANT, HOWARD, MIAMI, TIPTON AND WABASH COUNTIES:)	$ 42.02	23.07

ELEV0034-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC (BARTHOLOMEW, BENTON, BLACKFORD, BOONE, CARROLL, CASS, CLINTON, DELAWARE, FOUNTAIN, FULTON, GRANT, HAMILTON, HANCOCK, HENDRICKS, HOWARD,JAY, JOHNSON, MADISON, MARION, MIAMI, MONROE, MONTGOMERY, MORGAN, SHELBY, TIPPECANOE, TIPTON, WARREN AND WHITE COUNTIES) A) PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERN'S DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING, AND CHRISTMAS DAY. B) EMPLOYER CONTRIBUTES 8% OF REGULAR HOURLY RATE TO VACATION PAY CREDIT FOR EMPLOYEE WITH MORE THAN 5 YEARS OF SERVICE; 6% FOR LESS THAN 5 YEARS' SERVICE	$ 60.17	38.44

ELEV0044-002 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC (ADAMS, ALLEN, DEKALB, HUNTINGTON, NOBLE, STEUBEN, WABASH, WELLS, WHITLEY COUNTIES) A) PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING, AND CHRISTMAS DAY. B) EMPLOYER CONTRIBUTES 8% OF REGULAR HOURLY RATE TO VACATION		

PAY CREDIT FOR EMPLOYEE WITH MORE THAN 5 YEARS OF
SERVICE; 6% FOR LESS THAN 5 YEARS' SERVICE.....$ 62.27 38.44

ENGI0103-001 04/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATORS: GROUP 4 AIR COMPRESSOR (UNDER 200 CU. FR. PER MIN), BITUMINOUS DISTRIBUTOR, CEMENT GUN, CONCRETE SAW, CONVEYOR, DECK HAND OILER, EARTH ROLLER, FORM GRADER, GENERATOR, GUARDRAIL DRIVER, HEATER, OILER, PAVING JOINT MACHINE, POWER TRAFFIC SIGNALS, STEAM JENNY, VIBRATOR, WATER PUMP, ""JLG"" LIFTS AND ""SCISSOR"" LIFT OR SIMILAR MACHINE (BENTON, CARROLL, CASS, CLINTON, GRANT, HOWARD, MIAMI, TIPPECANOE, TIPTON, WABASH, AND WHITE COUNTIES)	$ 30.43	23.95
POWER EQUIPMENT OPERATORS: GROUP 3 AIR COMPRESSOR 210 CU FT & OVER, BITUMINOUS DISTRIBUTOR, CHAIR CART, CONCRETE CURING MACHINE, CONCRETE SAW, DOPE POT POWER AGITATED, FLEX PLANE, FORM GRADER, HYDROHAMMER, JACKS HYDRAULIC POWER DRIVEN, PAVING JOINT MACHINE, POST HOLE DIGGER, ROLLER EARTH, THROTTLE VALVE, TRACK JACK POWER DRIVEN, TRACTOR FARM TYPE, TRUCK CRANE DRIVER (BENTON, CARROLL, CASS, CLINTON, GRANT, HOWARD, MIAMI, TIPPECANOE, TIPTON, WABASH, AND WHITE COUNTIES)	$ 35.00	23.95
POWER EQUIPMENT OPERATORS: GROUP 2 AIR COMPRESSOR (UP TO 600 CU. FT.), BRAKEMAN, BULL FLOAT, CONCRETE MIXER (OVER 10S AND UNDER 21S), CONCRETE SPREADER OR PUDDLER, DECK ENGINE, DRILL HELPER, ELECTIC VIBRATOR KOMPACTOR (EARTH OR ROCK), FINISHING MACHINE, GIREMAN, GREASER (ON GREASE FACILITIES SERVICING HEAVY EQUIPMENT), MATERIAL PUMP, MOTOR BOATS, MOTOR CRANE OILER, PORTABLE LOADER, POST HOLE DIGGER, POWER BROOM, ROCK ROLLER, ROLLER-WOBBLE WHELL (EARTH OR ROCK), SPIKE MACHINE (RR) SEAMEN TILLER, SPREADER ROCK, SUB GRADER, TAMPING MACHINE, TRUCK MOUNTED DRILL OILER, WELDING MACHINE, WIDENER (APSCO OR SIMILAR TYPE) (BENTON, CARROLL, CASS, CLINTON, GRANT, HOWARD, MIAMI, TIPPECANOE, TIPTON, WABASH, AND WHITE COUNTIES)	$ 35.70	23.95
POWER EQUIPMENT OPERATORS: GROUP 1 A-FRAME WINCH TRUCK, AIR COMPRESSORS OVER 600 CU.FT., AIR TUGGER, AUTOGRADE (CMI), AUTO PATROL, BACKHOE, BALLAST REGULATOR (RR), BATCHER PLANT (ELECTRICIAL CONTROL CONCRETE), BENDING MACHINE (PIPE), BITUMINOUS PLANT (ENGINEER), BITUMINOUS PLANT, BITUMINOUS MIXER TRAVEL PLANT, BITUMINOUS PAVER, BITUMINOUS ROLLER, BUCK HOIST, BULL DOZER, CABLE WAY, CHICAGO BOOM, CLAMSHELL, CONCRETE MIXER (21 CU. FT. OR OVER), CONCRETE PAVER, CONCRETE PUMP(CRETE), CRANE, CRANEMAN, CRUSHER PLANT, DERRICK, DERRICK BOAT, DINKEY, DOPE POTS (PIPELINE), DRAGLINE, DREDGE OPERATOR, DREDGE ENGINEER, DRILL OPERATOR,, ELEVATING GRADER, ELEVATOR, FORD HOE (OR SIMILAR TYPE EQUIPMENT), FORKLIFT, FORMLESS PAVER, GANTRY CRANE, GRADALL, GRADEMAN, GROUT PUMP, HELICOPTER CREW, HETERINGTON PAVER, HIGH-LIFT, HOIST, HOPTO, HOUGH LOADER (OR SIMILAR TYPE), HYDRO CRANE, HYDRO HAMMER, LOCOMOTIVE CRANE, LOCOMOTIVE, MECHANIC, MOBILE MIXER, MOTOR CRANE, MUCKING MACHINE, MULTIPLE TAMPING MACHINE (RR), OVERHEAD CRANE, PILE DRIVER, PULLS, PUSH DOZER, PUSH BOATS, ROLLER		

(SHEEP FOOT), ROSS CARRIER, SCOOP, SHOVEL, SIDE BOOM, SWING CRANE, TAIL BOOM, TAR MACHINE (PIPELINE), THROTTLE VALVE, TOWER CRANE, TRENCH MACHINE, WELDER (HEAVY DUTY), TRUCK MOUNTED CONCRETE PUMP, TRUCK-MOUNTED DRILL, WELL POINT, WHIRLEYS (BENTON, CARROLL, CASS, CLINTON, GRANT, HOWARD, MIAMI, TIPPECANOE, TIPTON, WABASH, AND WHITE COUNTIES).....$ 38.70 23.95

ENGI0103-002 04/01/2021

	Rates	Fringes
POWER EQUIPMENT OPERATORS: GROUP 4 AIR COMPRESSOR (LESS THAN 210 CU. FT.); CONCRETE MIXER (UNDER 21CU. FT.); CONVEYOR; GENERATOR; MECHANICAL HEATER; OILER; OPERATOR-2 PIECES OF MINER EQUIPMENT; POWER BROOM; PUMP; WELDING MACHINE (BLACKFORD, DELAWARE, HAMILTON, HANCOCK, JAY, JOHNSON, MADISON, MARION, AND SHELBY COUNTIES)	$ 28.30	19.96
POWER EQUIPMENT OPERATORS: GROUP 3 AIR COMPRESSOR (210 CU. FT. & OVER); BITUMINOUS DISTRIBUTOR; CHAIR CART; CONCRETE CURING MACHINE; CONCRETE SAW; DOPE POT POWER AGITATED; FLEX PLANE; FORM GRADER; HYDROHAMMER; JACKS-HYDRAULIC-POWER DRIVEN; MINOR EQUIPMENT OPR. 3,4, OR 5; PAVING JOINT MACHINE; POST HOLE DIGGER; ROLLER-EARTH; THROTTLE VALVE; TRACK JACK-POWER DRIVEN; TRACTOR-FARM TYPE; TRUCK CRANE DRIVER (BLACKFORD, DELAWARE, HAMILTON, HANCOCK, JAY, JOHNSON, MADISON, MARION, AND SHELBY COUNTIES)	$ 32.08	19.96
POWER EQUIPMENT OPERATORS: GROUP 2 A FRAME TRUCK; BATCHER PLANT (AUTOMATIC DRY BATCH); BENDING MACHINE-POWER DRIVEN; BITUMINOUS MIXER; BITUMINOUS PAVER; BITUMINOUS PLANT ENGINEER; BOATMAN; BULL FLOAT; COMPACTOR OR TAMPER-SELF PROPELLED; CONCRETE MIXER (21 CU. FT. OR OVER); CONCRETE SPREADER-POWER DRIVEN; DINKEY ENGINE; DITCHING MACHINE; DITCHING MACHINE (LESS THAN 18""); DRILLING MACHINE; FINISH MACHINE & BULL FLOAT; FINISHING MACHINE; FIREMAN-PILE DRIVING AND BOILERS; FORK LIFT-MASONRY & MATERIAL; GUNITE MACHINE; HEAD GREASER; HOIST-MATERIAL AND/OR PERSONNEL 3 FLOORS AND UNDER; MECHANIC IN SHOP; MESH DEPRESSER-MESH PLACER; P.C.C. CONCRETE BELT PLACER; RULLER-ASPHALT, STONE & SUB BASE; SHEEPSFOOT ROLLER- SELF PROPELLED; SHOP MULE; SPREADER OR BASE PAVER-SELF PROPELLED; SUB GRADER; THROTTLE VALVE WITH AIR COMPRESSOR OR BOILER; TRACTOR WITH BACKHOE (1/2 YARD & UNDER); TRACTOR-HIGH LIFT-FARM TYPE; TRACTOR-INDUSTRIAL TYPE; TRACTOR WITH WINCH; WELL POINTS; WINCH TRICK BLACKFORD, DELAWARE, HAMILTON, HANCOCK, JAY, JOHNSON, MADISON, MARION, AND SHELBY COUNTIES	$ 36.13	19.96
POWER EQUIPMENT OPERATORS: GROUP 1 AIR COMPRESSOR (PRESSURIZING SHAFTS, TUNNELS & DRIVERS); AIR TUGGER; AUTO PATROL; BACK FILLER; BACK HOE; BOOM CAT; BORING MACHINE; BULL DOZER; CAISSON DRILLING MACHINE; CHERRY PICKER; COMPACTOR (WITH DOZER BLADE); CONCRETE MIXER (DUAL DRUM); CONCRETE PLANT; CONCRETE PUMP; CRANE WITH ALL ATTACHMENTS; CRANE-ELECTRIC OVERHEAD; DERRICK; DITCHING MACHINE (18' AND OVER); DREDGE; ELEVATORS (WHEN HOISTING MATERIAL OR TOOLS); FORK LIFT (MACHINERY); FORMLESS PAVER; GENERATOR (POWER FOR WELDERS OF COMPRESSOR);		

GRADALL; HELICOPTER; HELICOPTER WINCH OPERATOR; HIGH LIFT-FRONT END LOADER; HOIST-MATERIAL AND/OR PERSONNEL OVER 3 FLOORS; LOCOMOTIVE; MECHANIC ON JOB SITE; MUCKING MACHINE; PANEL BOARD CONCRETE PLANT; PILE DRIVER; PUSH CAT; SCOOP & TRACTOR; SCRAPER-RUBBER TIRED; SPREADER-TRACTOR MOUNTED; STRADDLE CARRIER-ROSS TYPE; SUB BASE FINISH MACHINE (C.M.I. OR SMILIAR); TOWER CRANE; TRACTOR WITH BACKHOE (OVER 1/2 YARD); WELDER (CRAFT) (BLACKFORD, DELAWARE, HAMILTON, HANCOCK, JAY, JOHNSON, MADISON, MARION, AND SHELBY COUNTIES).....$ 37.08 19.96

ENGI0103-007 04/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATORS: GROUP 4 AIR COMPRESSOR (PRESSURIZING SHAFTS, TUNNELS AND DIVERS); AIR COMPRESSOR (OVER 210 CU. FT.); CONCRETE SAW; CONVEYOR; GENERATORS; OILER; OPERATING MINOR EQUIPMENT; POWER BROOM; TRUCK CRANE DRIVER; WELDING MACHINES OVER 300 AMPS (2 OR MORE). (ADAMS, ALLEN, DEKALB, HUNTINGTON, STEUBEN, WELLS, AND WHITLEY COUNTIES).....	$ 31.50	23.30
POWER EQUIPMENT OPERATORS: GROUP 3 BITUMINOUS DISTRIBUTOR; CHAIR CART; CONCRETE CUTING MACHINE; DEWATERING SYTEMS; DOPE POT POWER AGITATED; FLEX PLANE; FORK LIFT (MASONRY AND MATERIAL); FORM GRADER; HYDROHAMMER; JACKS HYDRAULIC POWER DRIVEN; PAVING JOINT MACHINE; POST HOLE DIGGER (MACHINE MOUNTED); ROLLER EARTH; SKID STEER MACHINE (FORK LIFT AND TRASPORTING); THROTTLE VALVE; TRACK JACK POWER DRIVEN; TRACTOR FARM TYPE. (ADAMS, ALLEN, DEKALB, HUNTINGTON, STEUBEN, WELLS, AND WHITLEY COUNTIES).....	$ 35.00	23.30
POWER EQUIPMENT OPERATORS: GROUP 2 BENDING MACHINE POWER DRIVEN; BITUMINOUS MIXER; BITUMINOUS PAVER; BITUMINOUS PLANT ENGINEER; BOATMAN; BULL FLOAT; COMPACTOR OR TAMPER RIDING ONLY; CONCRETE MIXER (21 CU. FT. OR OVER); CONCRETE SPREADER POWER DRIVEN; DINKEY ENGINE; DITCHING MACHINE (LESS THAN 18"" RIDING ONLY); DRILLING MACHINE; ELEVATORS (WHEN HOISTING MATERIAL OR TOOLS); FINISH MACHINE AND BULL FLOAT (EXCLUDING TROWELLING MACHINE); FIREMAN PILE DRIVING AND BOILERS; GUNITE MACHINE; HEAD GREASER; HOIST MATERIAL AND/OR PERSONNEL 3 FLOORS AND UNDER; MESH DEPRESSOR MESH PLACER; P.C.C. CONCRETE BELT PLACER; ROLLER ASPHALT, STONE & SUB BASE; SHEEPSFOOT ROLLER SELF PROPELLED; SHOP MULE; SPREADER OR BASE PAVER SELF PROPELLED; SUB GRADER; THROTTLE VALVE WITH AIR COMPRESSOR OR BOILER; TRACTOR WITH BACKHOE (1/2 YARD & UNDER); TRACTOR HIGH LIFT FARM TYPE; TRACTOR INDUSTRIAL TYPE; TRACTOR WITH WINCH; WINCH TRUCK. (ADAMS, ALLEN, DEKALB, HUNTINGTON, STEUBEN, WELLS, AND WHITLEY COUNTIES) A-FRAME TRUCK; BATCHER PLANT (AUTOMATIC DRY BATCH).....	$ 38.00	23.30
POWER EQUIPMENT OPERATORS: GROUP 1 AIR TUGGER; AUTO PATROL, BACK FILLER; BACK HOE; BOOM CAT; BORING MACHINE; BULL DOZER; CAISSON DRILLING MACHINE; CHERRY PICKER; COMPACTOR (WITH DOZER BLADE); CONCRETE MIXER (DUAL DRUM); CONCRETE PLANT; CONCRETE PUMP; CRANE WITH ALL ATTACHMENTS; CRANE ELECTRIC OVERHEAD; DERRICK; DITCHING MACHINE (18""		

AND OVER); DREDGE; FORK LIFT (MACHINERY);
FORMLESS PAVER; GRADALL; HELICOPTER; HELICOPTER
WINCH OPERATOR; HIGH LIFT FRONT END LOADER; HOIST
MATERIAL AND/OR PERSONNEL OVER 3 FLOORS;
LOCOMOTIVE; MECHANIC ON JOB SITE; MUCKING MACHINE;
PANEL BOARD CONCRETE PLANT; PILE DRIVER; PUSH CAT;
SCOOP & TRACTOR; SCRAPER TUBBER TIRED; SKID STEER
MACHINE (GRADING AND BACK HOE); SPREADER TRACTOR
MOUNTED; STRADDLE CARRIER ROSS TYPE; SUB BASE
FINISH MACHINE (C.M.I.OR SIMILAR); TOWER CRANE;
TRACTOR WITH BACKHOE (OVER 1/2 YARD); WELDER FOR
CRAFT WORK. (ADAMS, ALLEN, DEKALB, HUNTINGTON,
STEUBEN, WELLS, AND WHITLEY COUNTIES).....$ 38.95 23.30

ENGI0150-017 06/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR GROUP 5 BOBCATS AND FORKLIFTS (COMMERCIAL OR RESIDENTIAL). (FULTON AND NOBLE COUNTIES)	$ 30.60	38.65
POWER EQUIPMENT OPERATOR GROUP 4 BOBCAT (UP TO AND INCLUDING 3/4 CU. YD.). COMPRESSOR (OVER 210 CU. FT. AND LESS THAN 600 CU. FT.), GENERATOR (OVER 50 KW.), HEATERS, MECHANICAL, HOISTS (ALL ELEVATOR, PERMANENT INSTALLATION), HOIST (AUTOMATIC), HOIST (TUGGER SINGLE DRUM), OILERS, PUMPS, WELL POINTS AND ELECTRIC SUBMERSIBLE, SMALL RUBBER TIRED END LOADERS (1/4 CU. YD. AND UNDER), TRACTORS (FARM TYPE) WELDING MACHINES (2 THROUGH 8). (FULTON AND NOBLE COUNTIES)	$ 33.20	38.65
POWER EQUIPMENT OPERATOR GROUP 3 BUCK HOIST, COMBINATION (SMALL EQUIPMENT OPERATOR), .CONVEYOR (PORTABLE), GROUTING MACHINE, HOIST ELEVATORS (MATERIAL AND PERSONNEL), HYDRAULIC POWER UNITS, GROUTING AND PILE DRIVING, STUD WELDER, TRENCHING MACHINES LESS THAN 12 INCHES IN WIDTH, WELDING MACHINES (8 THROUGH 15). (FULTON AND NOBLE COUNTIES)	$ 34.00	38.65
POWER EQUIPMENT OPERATOR GROUP 2 AIR COMPRESSOR (600 CU. FT. AND OVER), BOB CAT (OVER 3/4 CU. YD.), BOILERS, BROOM (ALL POWERED PROPELLED), BULL DOZERS WITH ENGINES OF LESS THAN 140 NET HORSEPOWER, COMBINATION BACKHOE FRONT END LOADER 1/2 YF BSKHHOE OR UNDER, COMPRESSOR AND THROTTLE VALVE, CONCRETE BREAKER (TRUCK MOUNTED), CONCRETE MIXER (OF MOORE THAN 21 CU. FT. CAPACITY), FORKLIFT (WITH FIXED OR TILT MAST), GREASER ENGINEER, HIGHLIFT SHOVEL OR FRONT ENDLOADER 3 YD BUCKET AND UNDER, HOISTS (1 DRUM), HYDRULIC BOOM TRUCK, POST HOLE DIGGER (VEHICLE MOUNTED), PUMP CRETES (SQUEZE CRETE TYPE PUMPS, GYPSUM, BULKER , ROLLERS(ALL), STEAM GENERATORS, STONE CRUSHERS, STRADDDLE BUGGIES, TRACTORS, WINCH TRUCKS (WITH ""A"" FRAME. (FULTON AND NOBLE COUNTIES)	$ 34.80	38.65
POWER EQUIPMENT OPERATOR GROUP 1 MECHANIC, ASPHALT PLANT, ASPHALT SPREADER, AUTO GRADER; BATCH PLANT, BENOTO (REQUIRES 2 ENGINEERS), BOILER AND THROTTLE VALVE, BORING MACHINE (ROAD), BULLDOZERS (WITH ENGINES OF 140 NET HORSE POWER OR MORE) CAISSON RIGS, CENTRAL REDI-MIX PLANT, CONCRETE CONVEYOR SYSTEMS, CONCRETE POWER (OVER 27E CU. FT.), CONCRETE PAVER (27E CU. FT. AND UNDER), CONCRETE PUMPS/GROUT CNCRETE PLACER (TRUCK MOUNTED),		

CONCRETE TOWER, CRANES AND BACKHOES (ALL), CRANES, HAMMERHEAD TOWER, CRETER CRANE, DERRICKS (ALL), FORKLIFT (CAPBLE OF HOISTING AND MECHANICALLY MOVING FORKS HORIZONTALLY), GRADER, ELEVATING, HIGHLIFT SHOVELS OR FRONT END LOADERS (OVER 3 YD BUCKET), HOISTS (2 OR MORE DRUMS), LOCOMOTIVES (ALL), LASER SCREED, MOTOR PATROL, PILE DRIVERS AND SKID RIG, PRE-STRESS MACHINES, PUMP CRETES & SIMILAR TYPES, ROCK DRILL (SELF-PROPELLED), ROCK DRILL (SELF PROPELLED TRUCK MOUNTED), SCOOPS (TRACTOR DRAWN), SLIP-FORM PAVER, TOURNAPULL, TRACTOR WITH BOOM & SIDE BOOM, TRENCHING MACHINE (12 OR MORE INCHES IN WIDTH), COMBINATION BACKHOE FRONT END LOADER MACHINE WITH BACKHOE 1/2 YD BUCKET OR ATTACHMENTS. (FULTON AND NOBLE COUNTIES).....$ 36.15 38.65

ENGI0181-004 04/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATORS: GROUP B AIR COMPRESSOR (1 OR MORE, 600 CFM AND OVER), AIR COMPRESSOR WITH THROTTLE VALVE, BITUMINOUS DISTRIBUTOR, BRAKEMAN, BULLFLOAT, CEMENT GUN, CONCRET MIXER, CONCRETE SAY, SONCRETE SPREADER OR PUDDLERS, CONVEYOR, DECK HAND OILER, DECK ENGINE, DRILL HELPER, EARTH ROLLER ELECTRIC VIBRATOR COMPACTOR (EARTH OR ROCK), ELEVATOR (IN-PLANT, AUTOMATIC), FINISHING MACHINE FIREMAN, FORM GRADER, GENERATOR, GUARD-RAIL DRIVER, HEATER, OILER, INDUSTRIAL TYPE FORKLIFT (9,000 LBS AND UNDER), ATERAIL PUMP, MOTOR BOATS, PAVING JOINT MACHINE, POST HOLE DIGGER, POWER BROOM, POWER TRAFFIC SIGNALS, ROCK ROLLER, ROCK SPREADER, ROLLER (EARTH OR ROCK), SPIKE MACHINE (RR), STEAM JENNY, SUB GRADER, TAPING MACHINE, GRUCK CRANE OILER, TRUCK MOUNTED DRILL OILER TUGGER (ONE-DRUM, AIR OR ELECTRIC)VIBRATOR, VIBRO-PILING HAMMER- HYDRAULIC HAMMER OR AUGER, WATER PUMP, WIDENER (APSCO OR SIMILAR TYPE) WELDING MACHINE, JLG LIFTS AND SCISSOR LIFTS OR SIMILAR MACHINE. (BARTHOLOMEW COUNTY).....	$ 35.30	19.60
POWER EQUIPMENT OPERATORS: GROUP A A-FRAME WINCH TRUCK, ARTICULATING DUMP, AUTOGRADE (CMI), AUTO PATROL, BALLAST REGULATOR (RR), BATCHER PLANT (ELECTRICAL CONTROL CONCRETE), BENDING MACHINE (PIPE), BITUMINOUS PLANT (ENGINEER), BITUMINOUS PLANT, BITUMINOUS MIXER TRAVEL PLANT, BITUMINOUS PAVER, BITUMINOUS ROLLER, BORING MACHINE, BUCK HOIST, BULL DOZER, CABLE WAY, CHICAGO BOOM, CHIMNEY HOIST, CLAMSHELL, CONCRETE MIXER (21 CU.FT. OR OVER), CONCRETE PAVER, CONCRETE PUMP (CRETE), CONSTRUCTION ELEVATOR (ALLMAC OR SIMILAR) CREANE, CREANEMAN, CRAWLER BACKHOE, BCREAWLER HIGH-LIFT, CRUSHER PLANT, DERRICK, DERRICK BOAT, DINKEY, DIRECTIONAL/BORING MACHINE, DOPE POTS (PIPELINE), DOUBLE DRUM TUGGER (ELECTRIC OR AIR), DRAGLINE, DREDGE OPERATOR, DREDGE ENGINEER, DRILL OPERATOR, ELEVATING GRADER, EXTENDABLE BOOM FORKLIFT, FORMLESS PAVER, GANTRY CRANE, GATOR (OR SIMILAR TYPE TILLER), GRADEALL, GRADER, GRADEMAN, GREASER (ON GREASE FACILITY SERVICING HEAVY EQUIPMENT), G.P.S. SYSTEM (ON EQUIPMENT WITHIN THE CLASSIFICAITONS), GROUT PUMP, HEAD GREASER, HELICOPTER CREW, HETHERINGTON PAVER, HOIST		

(MOTORIZED, GAS OR DISEL), HYDRAULIC CRANE, GHDRO BLASTER, INDUSTRIAL TYPE FORKLIFT (OVER 9,000 LBS.), LASER CONCRETE SCREED, LASER OR REMOTE CONTROLLED EQUIPMENT (WITHIN THE CLASSIFICATIONS), LOCOMOTIVE CRANE, LOCOMOTIVE, MECHANIC, MOBILE MIXER, BOTOR CREANE, MUCKING MACHINE, MULTIPLE TAMPING MACHINE (RR) OVERHEAD CRANE, PILE DRIVER, PULLS, PUSH DOZER, PUSH BOATS, ROLLER (SHEEP FOOT), ROUGH TERRAIN CRAIN, R.T. BACKHOE, R.T. ENDLOADER, ROSS CARRIER, SCOOP, SHOVEL, SIDE BOOM, SKIDSTEER LOADER (BOBCAT OR SIMILAR TYPE), SWING CRANE, TAIL BOOM, TAR MACHINE (PIPELINE), TOWER CRANE, TRENCH MACHINE, WELDER (HEAVY DUTY), TRUCK MOUNTED CONCRETE PUMP, TRUCK-MOUNTED DRILL, VACUUM TRUCK, WELL POINT, WHIRLEYS (BARTHOLOMEW COUNTY).....$ 43.43 19.60

ENGI0841-008 04/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATORS: GROUP 2 CONCRETE MIXERS WITHOUT SKIPS, ROCK CRUSHER, DITCHING MACHINE UNDER 6', CURBING MACHINE, ONE DRUM MACHINES WITHOUT TOWER OR BOOM, AIR TUGGER, SELF-PROPELLED CONCRETE SAW, MACHIN- MOUNTED POST HOLE DIGGER, TWO TO FOUR GENERATORS, WATER PUMPS, OR WELDING MACHINES, WITH 400 FT., AIR COMPRESSOR 600 CU. FT. AND UNDER, ROLLERS ON AGGREGATE AND SEAL COAT SURFACES, FORK LIFTS (WHEN USED FOR LANDSCAPING WORK), CONCRETE AND BLACKTOP CURB MACHINE, FARM TRACTOR WITH LESS THAN HALF YARD BUCKET, ONE WATER PUMP, IOLERS, AIR VALVES OR STEAM VALVES, ONE WELDING MACHINE, TRUCK JACK, MUD JACK, GUNNITE MACHINE, HOUSE ELEVATORS WHEN USED FOR HOISTING MATERIAL, ENGINE TENDERS, WAGON DRILL, FLEX PLANE, CONVEYOR, SIPHONS NAD PULSOMETER, SWITCHMAN, FIREMAN ON PAINT POTS, FIREMAN ON ASPHALT PLANTS, DISTRIBUTOR OPERATORS ON TRUCKS, TAMPERS, SELF-PROPELLED POWER BROOM, STRIPING MACHINE (MOTOR DRIVEN), FORM TAMPER, BULK CEMENT PLAN EQUIPMENT GREASER, DECK HANDS, TRUCK CRANE OILER DRIVER, CEMENT BLIMPS, FORM GRADER, TEMPORARY HEAT, THROTTLE VALVE, FARM TRACTOR, SUPER SUCKER (AND SIMILAR TYPE OF EQUIPMENT). PER HOUR ABOVE THE REGULAR RATE. (BOONE, FOUNTAIN, HENDRICKS, MONROE, MONGOMERY, MORGAN, AND WARREN COUNTIES) FOOTNOTE: EMPLOYEES OPERATING BOOMS FROM 149 FT. TO 199 FT. INCLUDING JIB, SHALL RECEIVE AN ADDITIONAL SEVENTY FIVE CENTS (.75)PER HOUR ABOVE THE RATE. EMPLOYEES OPERATING BOOMS OVER 199 FT. INCLUDING JIB, SHALL RECEIVE AN ADDITIONAL ONE DOLLAR AND TWENTY-FIVE CENTS ($1.25).	$ 26.75	23.00
POWER EQUIPMENT OPERATORS: GROUP 1 POWER CRANES, DRAGLINES, DERRICKS, SHOVELS, GRADALLS, MECHANICS, TRACTOR HIGHLIFT, TOURNADOZER. CONCRET MIXERS WITH SKIP TOURNAMIXER, TWO-DRUM MACHINE, ONE-DRUM HOIST WITH TOWER OR BOOM, CABLEWAYS, TOWER MACHINES, MOTOR PATROL, BOO TRACTOR, BOOM OR WINCH TRUCK, WINCH OR HYDRAULIC BOOM TRUCK, TRUCK CRANE, TOURNAPULL, TRACTOR OPERATING SCOOPS, BULLDOZER, PUSH TRACTOR, ASPHALT PLANER, FINISHING MACHINE ON ASPHALT, LARGE ROLLERS ON EARTH, ROLLERS ON ASPHALT MIX, ROSS CARRIER OR SIMILAR MACHINE, GRAVEL PROCESSING MACHINE, ASPHALT PLANT ENGINEER, PAVER OPERATOR, FARM TRACTOR WITH HALF YARD BUCKET AND/OR		

BACKHOE ATTACHMENTS, DREDGE ENGINEER, OR DREDGE
OPERATOR, CENTRAL MIX PLANT ENGINEER, CMI OR
SIMILAR TYPE MACHINE, TRUCK OR SKID MOUNTED
CONCRETE PUMP, TOWER CRANE, ENGINE OR ROCK CRUSHER
PLANT, CONCRETE PLANT ENGINEER, DITCHING MACHINE
WITH DUAL ATTACHMENT, TRACTOR MOUNTED LOADERS,
CHERRY PICKER, HYDRO CRANE, STANDARD OR DINKEY
LOCOMOTIVES, SCOOPMOBILES, EUCLID LOADER, SOIL
CEMENT MACHINE, BACK FILLER, ELEVATING MACHINE,
POWER BLADE, DRILLING MACHINES INCLUDING WELL
TESTING, CAISSONS, SHAFT OR ANY SIMILARTYPE
DRILLING MACHINES, MOTOR DRIVEN PAINT MACHINE, PIPE
CLEANING MACHINE, PIPE WRAPPING MACHINE, PIPE
BENDING MACHINE, APSCO PAVER, BORING MACHINE,
(EQUIPMENT GREASED), BARBER-GREENE LOADERS,
FORMLESS PAVER, (WELL POINT SYSTEM), CONCRETE
SPREADER, HYDRA AX, SPAN SAW AND SIMILAR TYPES,
MARINE SCOOPS, BRUSH MULCHER, BRUSH BURNER, MESH
PLACER, TREE MOVER, HELICOPTER CREW (3),
PILEDRIVER-SKID OR CRAWLER, STUMP REMOVER, ROOT
RAKE, TUG BOAT OPERATOR, REFRIGERATING MACHINE,
FREEZING OPERATOR, CHAIR CART-SELF PROPELLED, HYDRA
SEEDER, STRAW BLOWER POWER SUB GRADER, BULL FLOAT,
FINISHING MACHINE, SELF-PROPELLED PAVEMENT BREAKER
(BACKHOE ATTACHED), LULL (OR SIMILAR TYPE MACHINE),
TWO AIR COMPRESSORS, COMPRESSORS HOOKED IN
MANIFOLD, OVERHEAD CRANE, CHIP SPREADER, MUD CAT,
SULL-AIR FORK LIFTS (EXCEPT WHEN USED FOR
LANDSCAPING WORK), SOIL STABLILIZER (SEAMAN TILLER,
BO MAG, RAGO GATOR AND SIMILAR TYPES OR EQUIPMENT),
TUBE FLOAT, SPRAY MACHINE, CURING MACHINE, CONCRETE
OR ASPHALT MILLING MACHINE, SNOOPER TRUCK OPERATOR.
(BOONE, FOUNTAIN, HENDRICKS, MONROE, MONGOMERY,
MORGAN, AND WARREN COUNTIES) FOOTNOTE: EMPLOYEES
OPERATING BOOMS FROM 149 FT. TO 199 FT. INCLUDING
JIB, SHALL RECEIVE AN ADDITIONAL SEVENTY FIVE CENTS
(.75)PER HOUR ABOVE THE RATE. EMPLOYEES OPERATING
BOOMS OVER 199 FT. INCLUDING JIB, SHALL RECEIVE AN
ADDITIONAL ONE DOLLAR AND TWENTY-FIVE CENTS ($1.25).$ 33.90 23.00

IRON0022-004 06/01/2025

	Rates	Fringes
IRONWORKER (BARTHOLOMEW; BENTON, BOONE; CARROLL; CASS; CLINTON; DELAWARE (S 2/3); FOUNTAIN; FULTON (SW 1/4 OF COUNTY); GRANT (SW PORTION); HAMILTON; HANCOCK; HENDRICKS; HOWARD; JOHNSON; MADISON; MARION; MIAMI; MONROE; MONTGOMERY; MORGAN; SHELBY; TIPPECANOE; TIPTON; WARREN AND WHITE COUNTIES) THE FOLLOWING HOLIDAYS SHALL BE OBSERVED: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND THE DAY AFTER THANKSGIVING AND CHRISTMAS DAY. ANY HOLIDAY WHICH OCCURS ON A SUNDAY SHALL BE OBSERVED THE FOLLOWING MONDAY, UNLESS THE LEGAL OBSERVANCE OF THESE HOLIDAYS IS CHANGED BY LAW	$ 38.00	26.39

IRON0147-004 06/01/2025

	Rates	Fringes
IRONWORKER (ADAMS, ALLEN, BLACKFORD, DEKALB, DELAWARE (NORTHEAST THIRD OF COUNTY), FULTON (EASTERN PART), GRANT (EXCLUDING SOUTHWEST		

PORTION), HUNTINGTON, JAY, MIAMI (NORTHEAST HALF), NOBLE (EXCLUDING NORTHEAST TIP), STEUBEN, WABASH, WELLS, AND WHITLEY COUNTIES).....$ 35.40 26.92

IRON0292-006 06/01/2025

	Rates	Fringes
IRONWORKER (FULTON (REMAINDER OF COUNTY) AND NOBLE (NORTHEASTERN TIP) COUNTIES).....	$ 39.76	25.00

LABO0120-001 06/01/2025

	Rates	Fringes
LABORERS: GROUP 3 DYNAMITE MEN, MASON TENDERS; DRILLERS-AIR TRACK OR WAGON DRILLING FOR EXPLOSIVES. (MARION AND SHELBY COUNTIES).....	$ 31.64	18.55
LABORERS: GROUP 2 PLASTER TENDERS; MORTAR MIXERS; WELDERS (ACETYLENE OR ELECTRIC); CUTTING TORCH OR BURNER; CEMENT NOZZLE LABORERS; CEMENT GUN OPERATOR; SCAFFOLD BUILDERS WHEN WORKING FOR PLASTERERS AND MASONS; WATER BLAST MACHINE. (MARION AND SHELBY COUNTIES).....	$ 30.39	18.55
LABORERS: GROUP 1 BUILDING AND CONSTRUCTION LABORERS; SCAFFOLD BUILDERS (OTHER THAN FOR MASONS AND PLASTERERS); MECHANIC TENDERS; WINDOW WASHERS AND CLEANERS; RAILROAD WORKERS; MASONRY WALL WASHERS; PORTABLE WATER PUMPS WITH DISCHARGE UP TO (3) INCHES; FLAG & SIGNAL PERSON; WATERPROOFING; HANDLING OF CREOSOT LUMBER OR LIKE TREATED MATERIAL (EXCLUDING RAILROAD MATERIAL); ASPHALT RAKERS AND LUTEMEN; KETTLEMEN; AIR TOOL OPERATORS; PNEUMATIC TOOL OPERATORS; AIR AND ELECTRIC VIBRATORS AND CHIPPING HAMMER OPERATORS; EARTH COMPACTORS JACKMEN AND SHEETMEN WORKING DITCHES DEEPER THAN (6) FT.IN DEPTH; LABORERS WORKING IN DITCHES (6) FT.IN DEPTH OR DEEPER; ASSEMBLY OF UNICRETE PUMP; CHAIN SAW AND DEMOLITION SAW; TILE LAYERS (SEWER OR FIELD) AND SEWER PIPE LAYER (METALLIC OR NON-METALLIC); MOTOR DRIVEN WHEELBARROWS AND CONCRETE BUGGIES; HYSTER OPERATORS; PUMP CRETE ASSEMBLERS; CONCRETE CONVEYOR ASSEMBLERS; CORE DRILL OPERATORS; CEMENT, LIME OR SILICA CLAY HANDLERS (BULK OR BAG); HANDLING OF TOXIC MATERIALS DAMAGING TO CLOTHING; PNEUMATIC SPIKERS; DECK ENGINE AND WINCH OPERATORS; WATER MAIN AND CABLE DUCKING (METALLIC AND NON-METALLIC); SCREED MAN OR SCREW OPERATOR ON ASPHALT PAVER; ASBESTOS REMOVAL AND HAZARDOUS WASTE REMOVAL. (MARION AND SHELBY COUNTIES).....	$ 29.64	18.55

LABO0204-001 06/01/2025

	Rates	Fringes
LABORERS: GROUP 3 DYNAMITE MEN, MASON TENDERS; DRILLERS-AIR TRACK OR WAGON DRILLING FOR EXPLOSIVES. (FOUNTAIN, HENDRICKS, AND WARREN COUNTIES)	$ 30.43	18.55
LABORERS: GROUP 2 PLASTER TENDERS; MORTAR MIXERS; WELDERS (ACETYLENE OR ELECTRIC); CUTTING TORCH OR BURNER; CEMENT NOZZLE LABORERS; CEMENT GUN OPERATOR; SCAFFOLD BUILDERS WHEN WORKING FOR PLASTERERS AND MASONS; WATER BLAST MACHINE. (FOUNTAIN, HENDRICKS, AND WARREN COUNTIES).....	$ 29.18	18.55
LABORERS: GROUP 1 BUILDING AND CONSTRUCTION		

LABORERS; SCAFFOLD BUILDERS (OTHER THAN FOR MASONS
AND PLASTERERS); MECHANIC TENDERS; WINDOW WASHERS
AND CLEANERS; RAILROAD WORKERS; MASONRY WALL
WASHERS; PORTABLE WATER PUMPS WITH DISCHARGE UP TO
(3) INCHES; FLAG & SIGNAL PERSON; WATERPROOFING;
HANDLING OF CREOSOT LUMBER OR LIKE TREATED MATERIAL
(EXCLUDING RAILROAD MATERIAL); ASPHALT RAKERS AND
LUTEMEN; KETTLEMEN; AIR TOOL OPERATORS; PNEUMATIC
TOOL OPERATORS; AIR AND ELECTRIC VIBRATORS AND
CHIPPING HAMMER OPERATORS; EARTH COMPACTORS JACKMEN
AND SHEETMEN WORKING DITCHES DEEPER THAN (6) FT.IN
DEPTH; LABORERS WORKING IN DITCHES (6) FT.IN DEPTH
OR DEEPER; ASSEMBLY OF UNICRETE PUMP; CHAIN SAW
AND DEMOLITION SAW; TILE LAYERS (SEWER OR FIELD)
AND SEWER PIPE LAYER (METALLIC OR NON-METALLIC);
MOTOR DRIVEN WHEELBARROWS AND CONCRETE BUGGIES;
HYSTER OPERATORS; PUMP CRETE ASSEMBLERS; CONCRETE
CONVEYOR ASSEMBLERS; CORE DRILL OPERATORS; CEMENT,
LIME OR SILICA CLAY HANDLERS (BULK OR BAG);
HANDLING OF TOXIC MATERIALS DAMAGING TO CLOTHING;
PNEUMATIC SPIKERS; DECK ENGINE AND WINCH OPERATORS;
WATER MAIN AND CABLE DUCKING (METALLIC AND NON-
METALLIC); SCREED MAN OR SCREW OPERATOR ON ASPHALT
PAVER, ASBESTOS REMOVAL, HAZARDOUS WASTE REMOVAL.
(FOUNTAIN, HENDRICKS, AND WARREN COUNTIES).....$ 28.43 18.55

LABO0213-001 06/01/2025

	Rates	Fringes
LABORERS: GROUP 3 DYNAMITE MEN-DRILLERS-AIR TRACK OR WAGON DRILLING FOR EXPLOSIVES (ADAMS, ALLEN, DEKALB, HUNTINGTON, NOBLE, STEUBEN, WABASH, WELLS AND WHITLEY COUNTIES)	$ 28.88	18.45
LABORERS: GROUP 2 PLASTER TENDERS; MORTAR MIXERS; WELDERS (ACETYLENE OR ELECTRIC); CUTTING TORCH OR BURNER; CEMENT NOZZLE LABORERS; CEMENT GUN OPERATOR; SCAFFOLD BUILDERS WHEN WORKING FOR PLASTERERS; WATER BLAST MACHINE (ADAMS, ALLEN, DEKALB, HUNTINGTON, NOBLE, STEUBEN, WABASH, WELLS AND WHITLEY COUNTIES)	$ 26.88	18.45

LABORERS: GROUP 1 BUILDING AND CONSTRUCTION
LABORERS; SCAFFOLD BUILDERS (OTHER THAN FOR MASONS
AND PLASTERERS); MECHANIC TENDERS; WINDOW WASHERS
AND CLEANERS; RAILROAD WORKERS; MASONRY WALL
WASHERS; PORTABLE WATER PUMPS WITH DISCHARGE UP TO
(3) INCHES; FLAG & SIGNAL PERSON; WATERPROOFING;
HANDLING OF CREOSOT LUMBER OR LIKE TREATED MATERIAL
(EXCLUDING RAILROAD MATERIAL); ASPHALT RAKERS AND
LUTEMEN; KETTLEMEN; AIR TOOL OPERATORS; PNEUMATIC
TOOL OPERATORS; AIR AND ELECTRIC VIBRATORS AND
CHIPPING HAMMER OPERATORS; EARTH COMPACTORS JACKMEN
AND SHEETMEN WORKING DITCHES DEEPER THAN (6) FT.IN
DEPTH; LABORERS WORKING IN DITCHES (6) FT.IN DEPTH
OR DEEPER; ASSEMBLY OF UNICRETE PUMP; TILE LAYERS
(SEWER OR FIELD) AND SEWER PIPE LAYER (METALLIC OR
NON-METALLIC); MOTOR DRIVEN WHEELBARROWS AND
CONCRETE BUGGIES; HYSTER OPERATORS; PUMP CRETE
ASSEMBLERS; CORE DRILL OPERATORS; CEMENT, LIME OR
SILICA CLAY HANDLERS (BULK OR BAG); HANDLING OF
TOXIC MATERIALS DAMAGING TO CLOTHING; PNEUMATIC
SPIKERS; DECK ENGINE AND WINCH OPERATORS; WATER
MAIN AND CABLE DUCKING; SCREED MAN OR SCREW
OPERATOR ON ASPHALT PAVER; CHAIN AND DEMOLITION SAW

OPERATORS; CONCRETE CONVEYOR ASSEMBLERS (ADAMS, ALLEN, DEKALB, HUNTINGTON, NOBLE, STEUBEN, WABASH, WELLS AND WHITLEY COUNTIES).....$ 26.38 18.45

LABO0274-001 06/01/2025

	Rates	Fringes
LABORERS: GROUP 3 DYNAMITE MAN, MASON TENDERS; DRILLERS-AIR TRACK OR WAGON FOR EXPLOSIVES. (BENTON, BOONE, CARROLL, CASS, CLINTON, FULTON, HOWARD, MIAMI, MONTGOMERY, TIPPECANOE, TIPTON, AND WHITE COUNTIES)	$ 30.48	18.55
LABORERS: GROUP 2 PLASTER TENDERS; MORTAR MIXERS; WELDERS (ACETYLENE OR ELECTRIC); CUTTING TORCH OR BURNER; CEMENT NOZZLE LABORERS; CEMENT GUN OPERATORS; SCAFFOLD BUILDERS FOR PLASTERERS; SCAFFOLD BUILDERS FOR MASONS; WATER BLAST MACHINE OPERATORS, AIR AND ELECTRIC VIBRATORS AND CHIPPING HAMMER OPERATORS; ASBESTOS REMOVAL; HAZARDOUS WASTE REMOVAL; ALL BOILER SETTERS LABORERS, INCLUDING EXPEDITERS, BOTTOM MEN AND BELL MEN. (BENTON, BOONE, CARROLL, CASS, CLINTON, FULTON, HOWARD, MIAMI, MONTGOMERY, TIPPECANOE, TIPTON, AND WHITE COUNTIES)	$ 29.23	18.55
LABORERS: GROUP 1 BUILDING AND CONSTRUCTION LABORERS; SCAFFOLD BUILDERS (OTHER THAN FOR MASONS OR PLASTERERS); RAILROAD WORKERS; MASONRY WALL WASHERS (INTERIOR & EXTERIOR); ALL PORTABLE WATER PUMPS WITH DISCHARGE OF UP TO THREE (3) INCHES; HANDLING OF CREOSOTE LUMBER OR LIKE TREATED MATERIAL (EXCLUDING RAILROAD MATERIAL); ASPHALT RAKERS AND LUTEMEN; EARTH COMPACTORS; JACKMEN AND SHEETMEN WORKING DITCHES DEEPER THAN SIX (6) FEET IN DEPTH; LABORERS WORKING DITCHES SIX (6) FEET IN DEPTH OR DEEPER; ASSEMBLY OF UNICRETE PUMP; TILE LAYERS (SEWER OR FIELD) AND SEWER PIPE LAYERS (METALLIC OR NON-METALLIC); MOTOR DRIVEN WHEELBARROWS AND CONCRETE BUGGIES; HYSTER OPERATORS; PUMP CRETE ASSEMBLERS; CORE DRILL OPERATORS; CEMENT, LIME OR SILICA CLAY HANDLER (BULK OR BAG); HANDLING OF TOXIC MATERIAL DAMAGING TO CLOTHING; PNEUMATIC SPIKERS; DECK ENGINE AND WINCH OPERATORS; WATER MAIN AND CABLE DUCKING (METALLIC AND NON-METALLIC); SCREED MAN OR SCREW OPERATOR ON ASPHALT PAVER; CHAIN SAW AND DEMOLITION SAW OPERATORS; CONCRETE SAW; CONCRETE CONVEYOR ASSEMBLERS; APPLYING OF CURING COMPOUND; SINKING OF WELLPOINTS; DEWATERING HEADER SYSTEMS (BENTON, BOONE, CARROLL, CASS, CLINTON, FULTON, HOWARD, MIAMI, MONTGOMERY, TIPPECANOE, TIPTON, AND WHITE COUNTIES)	$ 28.48	18.55

LABO0741-003 06/01/2025

	Rates	Fringes
LABORERS: GROUP 3 DYNAMITE MEN; MASON TENDERS; DRILLERS-AIR TRACK OR WAGON DRILLING FOR EXPLOSIVES (BARTHOLOMEW, JOHNSON, MONROE, AND MORGAN COUNTIES)	$ 30.38	18.55
LABORERS: GROUP 2 PLASTER TENDERS; MORTAR MIXERS; WELDERS (ACETYLENE OR ELECTRIC); CUTTING TORCH OR BURNER; CEMENT NOZZLE LABORERS; CEMENT GUN OPERATORS; SCAFFOLD BUILDERS FOR PLASTERERS;		

SCAFFOLD BUILDERS FOR MASONS; WATER BLAST MACHINE OPERATORS; AIR TOOL OPERATORS AND ALL PNEUMATIC TOOL OPERATORS, AIR AND ELECTRIC VIBRATORS AND CHIPPING HAMMER OPERATORS; ASBESTOS REMOVAL; HAZARDOUS WASTE REMOVAL; BILER SETTERS LABORERS, INCLUDING EXPEDITERS, BOTTOM MEN AND BELL MEN. (BARTHOLOMEW, JOHNSON, MONROE, AND MORGAN COUNTIES).$ 29.13 18.55

LABORERS: GROUP 1 BUILDING AND CONSTRUCTION LABORERS; SCAFFOLD BUILDERS (OTHER THAN FOR MASONS OR PLASTERSRS); RAILROAD WORKERS; MASONRY WALL WASHERS (INTERIOR & EXTERIOR); PORTABLE WATER PUMPS WITH DISCHARGE UP TO THREE (3)INCHES; HANDLING OF CREOSOTE LUMBER OR LIKE TREATED MATERIAL (EXCLUDING RAILROAD MATERIAL); ASPHALT RAKERS AND LUTEMEN; EARTH COMPACTORS; JACKMEN AND SHEETMEN WORKING DITCHES DEEPER THAN SIX (6) FEET IN DEPTH; LABORERS WORKING DITCHES SIX (6) FEET IN DEPTH OR DEEPER; ASSEMBLY OF UNICRETE PUMP; TILE LAYERS (SEWER OR FIELD) AND SEWER PIPE LAYERS (METALLIC OR NON-METALLIC); MOTOR DRIVEN WHEELBARROWS AND CONCRETE BUGGIES; HYSTER OPERATORS; PUMP CRETE ASSEMBLERS; CORE DRILL OPERATORS; CEMENT, LIME OR SILICA CLAY HANDLER (BULK OR BAG); HANDLING OF TOXIC MATERIAL DAMAGING TO CLOTHING; PNEUMATIC SPIKERS; DECK ENGINE AND WINCH OPERATORS; WATER MAIN AND CABLE DUCKING (METALLIC AND NON-METALLIC); SCREED MAN OR SCREW OPERATOR ON ASPHALT PAVER; CHAIN SAW AND DEMOLITION SAW OPERATORS; CONCRETE SAW; CONCRETE CONVEYOR ASSEMBLERS; APPLYING OF CURING COMPOUND; SINKING OF WELLPOINTS; DEWATERING HEADER SYSTEMS (BARTHOLOMEW, JOHNSON, MONROE, AND MORGAN COUNTIES).....$ 28.38 18.55

LABO1112-001 06/01/2025

	Rates	Fringes
LABORERS: GROUP 3 MASON TENDERS AND DYNAMITE MEN-DRILLERS-AIR TRACK OR WAGON DRILLING FOR EXPLOSIVES (BLACKFORD, DELAWARE, GRANT, HAMILTON, HANCOCK, HENRY, JAY, & MADISON COUNTIES).....$	30.06	18.55
LABORERS: GROUP 2 PLASTER TENDERS; MORTAR MIXERS; WELDERS (ACETYLENE OR ELECTRIC); CUTTING TORCH OR BURNER; CEMENT NOZZLE LABORERS; CEMENT GUN OPERATORS; SCAFFOLD BUILDERS FOR PLASTERERS; SCAFFOLD BUILDERS FOR MASONS; WATER BLAST MACHINE OPERATOR; AIR TOOL OPERATORS AND ALL PNUEMATIC TOOL OPERATORS, AIR AND ELECTRIC VIBRATORS AND CHIPPING HAMMER OPERATORS; ASBESTOS REMOVAL; HAZARDOUS WASTE REMOVAL; ALL BOILER SETTERS LABORERS, INCLUDING EXPEDITERS, BOTTOM MEN AND BELL MEN. (BLACKFORD, DELAWARE, GRANT, HAMILTON, HANCOCK, HENRY, JAY, & MADISON COUNTIES).....$	28.81	18.55
LABORERS: GROUP 1 BUILDING AND CONSTRUCTION LABORERS, SCAFFOLD BUILDERS (OTHER THAN FOR MASONS OF PLASTERERS), MECHANIC TENDERS, WINDOW WASHERS AND CLEANERS, RAILROAD WORKERS, MASONRY WALL WASHERS, PORTABLE WATER PUMPS WITH DISCHARGE UP TO 3 INCHES, SIGNAL & FLAG PERSON, WATERPROOFING, HAULING OF CREOSOTE LUMBER OR LIKE TREATED MATERIAL (EXCLUDING RAILROAD MATERIAL), ASPHLAT RAKERS AND LUTEMEN, KETTLEMEN, AIR TOOL OPERATOR, PNEUMATIC TOOL OPERATOR, AIR & ELECTRIC VIBRATORS AND CHIPPING HAMMER OPERATOR, EARTH COMPACTORS, JACKMAN		

& SHEETMEN IN DITCHES MORE THAN 6 FEET DEEP,
LABORERS IN DITCHES 6' DEEP OR DEEPER, ASSEMBLY OF
UNICRETE PUMP, TILE LAYERS (SEWER OR FIELD), SEWER
PIPE LAYERS, MOTOR- DRIVEN WHEELBARROWS AND
CONCRETE BUGGIES, HYSTER OPERATOR, PUMPCRETE
ASSEMBLERS, CORE DRILL OPERATOR, CEMENT, LIME OR
SILICA CLAY HANDLERS, HANDLING OF TOXIC MATERIALS
DAMAGING TO CLOTHING, PNEUMATIC SPIKERS, DECK
ENGINE & WINCH OPERATOR, WATER MAIN & CABLE
DUCKING, SCREED MAN OR SCREW OPERATOR ON ASPHALT
PAVER, CHAIN SAW & DEMOLITION SAW OPERATOR,
CONCRETE CONVEYOR ASSEMBLER (BLACKFORD, DELAWARE,
GRANT, HAMILTON, HANCOCK, HENRY, JAY, & MADISON
COUNTIES).....$ 28.06 18.55

PAIN0047-003 06/01/2024

	Rates	Fringes
PAINTER: SPRAY AND SANDBLASTING (BARTHOLOMEW, BOONE, HAMILTON, HANCOCK, HENDRICKS, JOHNSON, MARION, MONROE, MORGAN AND SHELBY COUNTIES:)	$ 32.02	16.86
PAINTER: BRUSH AND ROLLER (BARTHOLOMEW, BOONE, HAMILTON, HANCOCK, HENDRICKS, JOHNSON, MARION, MONROE, MORGAN AND SHELBY COUNTIES:)	$ 31.02	16.86

PAIN0080-001 06/01/2025

	Rates	Fringes
PAINTER: SPRAY AND SANDBLASTING (BENTON, CARROLL, CASS, CLINTON, FOUNTAIN, MONTGOMERY TIPPECANOE AND WARREN COUNTIES)	$ 32.10	18.76
PAINTER: BRUSH AND ROLLER (BENTON, CARROLL, CASS, CLINTON, FOUNTAIN, MONTGOMERY TIPPECANOE AND WARREN COUNTIES)	$ 31.15	18.76

PAIN0091-005 06/01/2025

	Rates	Fringes
PAINTER: SPRAY (FULTON COUNTY)	$ 33.00	19.86
PAINTER: BRUSH & ROLLER, DRYWALL TAPING & FINISHING, VINYL/PAPER HANGING (FULTON COUNTY)	$ 32.50	19.86

PAIN0460-002 06/01/2025

	Rates	Fringes
PAINTERS: DRYWALL FINISHER (WHITE COUNTY)	$ 41.80	31.26
PAINTERS: BRUSH & ROLLER (WHITE COUNTY)	$ 41.00	31.26

PAIN0469-001 06/01/2025

	Rates	Fringes
PAINTERS: SPRAY, SANDBLAST, POWER TOOLS, WATERBLAST, & STEAM CLEANING (ADAMS, ALLEN, DEKALB, GRANT, HUNTINGTON, NOBLE, STEUBEN, WABASH, WELLLS, AND WHITLEY COUNTIES)	$ 27.04	16.27
PAINTERS: SPRAY & SANDBLAST POT TENDERS AND GROUND PERSONNEL (ADAMS, ALLEN, DEKALB, GRANT, HUNTINGTON, NOBLE, STEUBEN, WABASH, WELLLS, AND WHITLEY COUNTIES)	$ 27.04	16.27
PAINTERS: LEAD ABATEMENT (ADAMS, ALLEN, DEKALB, GRANT, HUNTINGTON, NOBLE, STEUBEN, WABASH, WELLLS, AND WHITLEY COUNTIES)	$ 32.24	16.27
PAINTERS: BRUSH, ROLLER, PAPERHANGER, & DRYWALL		

FINISHING (ADAMS, ALLEN, DEKALB, GRANT, HUNTINGTON, NOBLE, STEUBEN, WABASH, WELLLS, AND WHITLEY COUNTIES)	$ 27.04	16.27

PAIN0669-001 05/01/2024

	Rates	Fringes
PAINTERS: SPRAY/WATERBLASTING; SANDBLASTING (BLACKFORD, DELAWARE, FAYETTE, FRANKLIN, HENRY, HOWARD, JAY, MADISON, MIAMI, RANDOLPH, RUSH, TIPTON, UNION AND WAYNE COUNTIES)	$ 26.10	16.39
PAINTERS: BRUSH; ROLLER; PAPERHANGING; DRYWALL FINISHERS (BLACKFORD, DELAWARE, FAYETTE, FRANKLIN, HENRY, HOWARD, JAY, MADISON, MIAMI, RANDOLPH, RUSH, TIPTON, UNION AND WAYNE COUNTIES)	$ 25.10	16.39

PAIN1165-010 07/01/2025

	Rates	Fringes
GLAZIER (FULTON COUNTY)	$ 34.22	24.67

PAIN1165-013 07/01/2025

	Rates	Fringes
GLAZIER (ADAMS, ALLEN, BLACKFORD, DEKALB, GRANT, HUNTINGTON, JAY, NOBLE, STEUBEN, WABASH, WELLS, WHITLEY)	$ 29.50	19.02

PAIN1165-016 01/01/2025

	Rates	Fringes
GLAZIER (BARTHOLOMEW, BENTON, BOONE, CARROLL, CASS, CLINTON, DELAWARE, FOUNTAIN, HAMILTON, HANCOCK, HENDRICKS, HOWARD, JOHNSON, MADISON, MARION, MIAMI, MONROE, MONTGOMERY, MORGAN, SHELBY, TIPPECANOE, TIPTON, WARREN, AND WHITE COUNTIES)	$ 36.03	20.55

PLAS0101-002 06/01/2014

	Rates	Fringes
PLASTERER (FULTON COUNTY)	$ 26.81	12.40
CEMENT MASON/CONCRETE FINISHER (FULTON COUNTY)	$ 28.84	14.48

PLAS0101-002 06/01/2018

	Rates	Fringes
PLASTERER (FULTON COUNTY)	$ 26.81	12.40
CEMENT MASON/CONCRETE FINISHER (FULTON COUNTY)	$ 28.84	14.48

PLAS0101-003 06/01/2014

	Rates	Fringes
PLASTERER (ADAMS, ALLEN, DEKALB, HUNTINGTON, NOBLE, STEUBEN, WELLS AND WHITLEY COUNTIES)	$ 25.69	11.75
CEMENT MASON/CONCRETE FINISHER (ADAMS, ALLEN, DEKALB, HUNTINGTON, NOBLE, STEUBEN, WELLS AND WHITLEY COUNTIES)	$ 23.38	11.94

PLAS0692-006 06/01/2025

	Rates	Fringes
PLASTERER: AREA #46 (BARTHOLOMEW, BOONE, HENDRICKS, JOHNSON, MARION, MONROE, MORGAN AND SHELBY		

COUNTIES)	$ 31.50	18.32

PLAS0692-007 06/01/2025

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER: AREA #75 (MONROE COUNTY)	$ 30.90	18.40

PLAS0692-009 04/01/2025

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER: AREA #83 (BLACKFORD, DELAWARE, GRANT, HAMILTON (NORTHERN PART), HANCOCK (NORTHERN PART), JAY, MADISON, TIPTON, AND WABASH COUNTIES)	$ 32.55	22.04
PLASTERER: AREA #83 (BLACKFORD, DELAWARE, GRANT, HAMILTON (NORTHERN PART), HANCOCK (NORTHERN PART), JAY, MADISON, TIPTON, AND WABASH COUNTIES)	$ 30.60	17.19

PLAS0692-009 06/01/2025

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER: AREA #83 (BLACKFORD, DELAWARE, GRANT, HAMILTON (NORTHERN PART), HANCOCK (NORTHERN PART), JAY, MADISON, TIPTON, AND WABASH COUNTIES)	$ 32.55	22.04
PLASTERER: AREA #83 (BLACKFORD, DELAWARE, GRANT, HAMILTON (NORTHERN PART), HANCOCK (NORTHERN PART), JAY, MADISON, TIPTON, AND WABASH COUNTIES)	$ 30.60	17.19

PLAS0692-015 06/01/2024

	Rates	Fringes
PLASTERER: AREA #121 (BENTON, CARROLL, CASS, CLINTON, FOUNTAIN, HOWARD, MIAMI, MONTGOMERY, TIPPECANOE, WARREN, WHITE AND VERMILLION (NORTHERN PART) COUNTIES)	$ 33.76	20.05
CEMENT MASON/CONCRETE FINISHER: AREA #121 (BENTON, CARROLL, CASS, CLINTON, FOUNTAIN, HOWARD, MIAMI, MONTGOMERY, TIPPECANOE, WARREN, WHITE AND VERMILLION (NORTHERN PART) COUNTIES)	$ 33.50	21.95

PLAS0692-015 06/01/2025

	Rates	Fringes
PLASTERER: AREA #121 (BENTON, CARROLL, CASS, CLINTON, FOUNTAIN, HOWARD, MIAMI, MONTGOMERY, TIPPECANOE, WARREN, WHITE AND VERMILLION (NORTHERN PART) COUNTIES)	$ 33.76	20.05
CEMENT MASON/CONCRETE FINISHER: AREA #121 (BENTON, CARROLL, CASS, CLINTON, FOUNTAIN, HOWARD, MIAMI, MONTGOMERY, TIPPECANOE, WARREN, WHITE AND VERMILLION (NORTHERN PART) COUNTIES)	$ 33.50	21.95

PLAS0692-023 06/01/2025

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER: AREA #532 (BOONE, HAMILTON (SOUTH HALF OF COUNTY NORTH TO NEW ROUTE INDIANA #32 INCLUDING NOBLESVILLE); HANCOCK COUNTY (SOUTHERN AND WESTERN PART OF HANCOCK COUNTY, NORTH TO BUT NOT INCLUDING FORTVILLE); HENDRICKS, JOHNSON, MARION AND MORGAN COUNTIES)	$ 35.00	20.61

PLAS0821-001 05/01/2019

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (BARTHOLEMEW AND SHELBY COUNTIES)	$ 24.58	14.99

PLUM0136-006 04/01/2025

	Rates	Fringes
PLUMBERS AND PIPEFITTERS (MONROE COUNTY)	$ 46.42	21.33

PLUM0157-002 07/01/2025

	Rates	Fringes
PLUMBERS AND PIPEFITTERS (BENTON, CARROLL, CLINTON, FOUNTAIN, MONTGOMERY, TIPPECANOE, WARREN AND WHITE COUNTIES)	$ 46.65	23.45

PLUM0166-001 06/01/2025

	Rates	Fringes
PLUMBER AND STEAMFITTER (ADAMS, ALLEN, BLACKFORD, DE KALB, GRANT, HUNTINGTON, NOBLE, STEUBEN, WABASH, WELLS, AND WHITLEY COUNTIES)	$ 45.06	23.16

PLUM0172-002 06/01/2025

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER (CASS AND FULTON COUNTIES)	$ 44.93	23.03

PLUM0440-002 06/04/2025

	Rates	Fringes
PLUMBERS AND PIPEFITTERS (BARTHOLOMEW, BOONE, HAMILTON, HANCOCK, HENDRICKS, HOWARD, JOHNSON AND MARION COUNTIES; MIAMI COUNTY (SOUTH OF A STRAIGHT LINE WHERE ROUTE 218 ENTERS W. BOUNDARY); MORGAN, SHELBY AND TIPTON COUNTIES)	$ 50.05	20.39

PLUM0440-003 06/04/2025

	Rates	Fringes
PLUMBER AND STEAMFITTER (DELAWARE, JAY AND MADISON COUNTIES)	$ 50.05	20.39

ROOF0023-003 06/01/2024

	Rates	Fringes
ROOFER: SLATE & TILE (ALLEN, DEKALB, NOBLE, STEUBEN, AND WHITLEY COUNTIES)	$ 36.05	21.04
ROOFER: COMPOSITION (ALLEN, DEKALB, NOBLE, STEUBEN, AND WHITLEY COUNTIES)	$ 34.55	21.04

ROOF0023-007 06/01/2024

	Rates	Fringes
ROOFER: SLATE & TILE (FULTON COUNTY)	$ 36.05	21.04
ROOFER: COMPOSITION (FULTON COUNTY)	$ 34.55	21.04

ROOF0023-010 06/01/2024

	Rates	Fringes
ROOFER: SLATE & TILE (ADAMS, HUNTINGTON, MIAMI, WABASH, AND WELLS COUNTIES)	$ 36.05	21.04
ROOFER: COMPOSITION (ADAMS, HUNTINGTON, MIAMI, WABASH, AND WELLS COUNTIES)	$ 34.55	21.04

ROOF0119-003 09/01/2025

	Rates	Fringes
ROOFERS: (BARTHOLOMEW, BOONE, HAMILTON, HANCOCK, HENDRICKS, JOHNSON, MARION, MONROE, MORGAN AND SHELBY COUNTIES)	$ 32.00	16.61

ROOF0119-005 09/01/2025

	Rates	Fringes
ROOFER	$ 32.00	16.61

SFIN0669-002 04/01/2025

	Rates	Fringes
SPRINKLER FITTER	$ 44.20	27.88

SHEE0020-003 07/01/2025

	Rates	Fringes
SHEET METAL WORKER (HVAC DUCT WORK)	$ 40.19	27.33

SHEE0020-004 07/01/2025

	Rates	Fringes
SHEET METAL WORKER: INCLUDING HVAC DUCT WORK (BARTHOLOMEW, BOONE, DELAWARE, HAMILTON, HANCOCK, HENDRICKS, JOHNSON, MADISON, MARION, MONROE, MORGAN, SHELBY AND TIPTON COUNTIES)	$ 40.19	27.33

SHEE0020-016 07/01/2025

	Rates	Fringes
SHEET METAL WORKER (FULTON COUNTY)	$ 44.45	30.45

SHEE0020-020 07/01/2025

	Rates	Fringes
SHEET METAL WORKER: INCLUDING HVAC DUCT WORK (BENTON, CARROLL, CLINTON, FOUNTAIN, MONTGOMERY, TIPPECANOE, WARREN AND WHITE COUNTIES)	$ 44.85	27.51

TEAM0135-001 06/01/2025

	Rates	Fringes
TRUCK DRIVER: GROUP 5 MECHANIC FURNISHING HIS OWN TOOLS. (BARTHOLOMEW, BENTON, BLACKFORD, CARROLL, CASS, CLINTON, DELAWARE, FOUNTAIN, GRANT, HOWARD, JAY, MADISON, MARION, MIAMI, MONROE, MONTGOMERY, TIPPECANOE, TIPTON, WABASH, WARREN, & WHITE COUNTIES) A: $36.40 PER DAY & 450.00 PER WEEK	$ 34.02	0.00
TRUCK DRIVER: GROUP 4 DRIVERS ON HEAVY EQUIPMENT OVER SIXTEEN (16) CU.YDS. OR TWENTY-FOUR (24) TON, SUCH AS KOEHRING OR SIMILAR DUMPSTERS, TRACT TRUCKS, EUCLIDS, HUG BOTTOM DUMPS, TOURNAPULLS, TOURNAROCKERS OR SIMILAR EQUIPMENT WHEN USED FOR TRANSPORTATION PURPOSES, POLE TRAILERS OVER SIX (6)		

WHEELS, WATER PULLS, LOW-BOY TRAILERS TANDEM AXLES, QUAD AXLE OR MORE NO-WEIGHT LIMITATION, DIESEL AND/OR HEAVY EQUIPMENT MECHANICS. (BARTHOLOMEW, BENTON, BLACKFORD, CARROLL, CASS, CLINTON, DELAWARE, FOUNTAIN, GRANT, HOWARD, JAY, MADISON, MARION, MIAMI, MONROE, MONTGOMERY, TIPPECANOE, TIPTON, WABASH, WARREN, & WHITE COUNTIES) A: $36.40 PER DAY & 450.00 PER WEEK.....$ 33.52 0.00

TRUCK DRIVER: GROUP 3 KOEHRING OR SIMILAR DUMPSTERS, TRACT TRUCKS, SEMI- TRAILER WATER TRUCKS, EUCLIDS, HUG BOTTOM DUMPS, TOURNAPULLS, TOURNATRAILERS, TOURNAROCKERS, TRACTOR TRAILERS, TANDEMS, Q- FRAME WINCH TRUCKS, HYDROLIFT TURCKS OR SIMILAR EQUIPMENT WHEN USED FOR TRANSPORTATION PURPOSES, MIXER TRUCKS OVER SIX AND ONE- HALF (6 1/2) CU.YDS, BATCH TRUCKS WET OR DRY OVER 4 - ""34-E"" BATCHES SINGLE EQUIPMENT OPERATED BY EMPLOYEES WITHING THIS BARGAINING UNIT. SIX (6) WHEEL POLE TRAILERS AND ONE (1) MAN OIL DISTRIBUTORS, FORK-LIFT OVER FOUR (4) TON AND MOBILE MIXERS. (BARTHOLOMEW, BENTON, BLACKFORD, CARROLL, CASS, CLINTON, DELAWARE, FOUNTAIN, GRANT, HOWARD, JAY, MADISON, MARION, MIAMI, MONROE, MONTGOMERY, TIPPECANOE, TIPTON, WABASH, WARREN, & WHITE COUNTIES) A: $36.40 PER DAY & 450.00 PER WEEK.....$ 33.37 0.00

TRUCK DRIVER: GROUP 2 DRIVERS ON TANDEM AXLE EIGHTEEN (18) CU.YDS. OR TWENTY- FOUR (24) TONS GROSS, SIX (6) WHEEL TRUCKS, KOEHRING OR SIMILAR DUMPSTERS, TRACT TRUCKS, EUCLIDS, HUG BOTTOM DUMPS, TOURNAPULLS, TROUNATRAILERS, TOURNAROCKERS, OR SIMILAR EQUIPMENT WHEN USED FOR TRANSPORTATION PURPOSES UNDER NINE (9) CU.YDS. OR LESS THAN THIRTEEN AND ONE-HALF (13 1/2) TONS, TANDEMS AND SEMI-TRAILER SERVICE TRUCKS, MIXER TRUCKS OVER THREE (3) CU.YDS. AND INCLUDING SIX AND ONE-HALF (6 1/2) CU.YDS., FORK LIFT, FOUR (4) WHEEL A- FRAME TRUCKS WHEN USED FOR TRANSPORTATION PURPOSES, FOUR (4) WHEEL WINCH TRUCKS, PAVEMENT BREAKERS, BATCH TRUCKS-WET OR DRY- OVER 2 UP TO AND INCLUDING 4-""34-E"" BATCHES TWO (2) MEN OIL DISTRIBUTORS, FORK-LIFT UNDER FOUR (4) TON AND VACUUM TRUCKS. (BARTHOLOMEW, BENTON, BLACKFORD, CARROLL, CASS, CLINTON, DELAWARE, FOUNTAIN, GRANT, HOWARD, JAY, MADISON, MARION, MIAMI, MONROE, MONTGOMERY, TIPPECANOE, TIPTON, WABASH, WARREN, & WHITE COUNTIES) A: $36.40 PER DAY & 450.00 PER WEEK.....$ 33.17 0.00

TRUCK DRIVER: GROUP 1 SINGLE AXLE TRUCKS, SEVEN (7) CU. YDS. OR LESS THAN TEN AND ONE-HALF (10 1/2) TONS, DUPSTERS, SCOOP-MOBILES FIVE (5) CU.YDS. AND UNDER OR LESS THAN SEVEN AND ONE-HALF (7 1/2) TONS, MIXER TRUCKS THREE (3) CU.YDS. AND UNDER, AIR COMPRESSORS AND WELDING MACHINES, INCLUDING THOSE PULLED BY SEPARATE UNITS, BATCH TRUCKS-WET OR DRY- 2""34-E"" BATCHES OR LESS, TRUCK DRIVER HELPERS, WAREHOUSEMEN, MECHANIC'S HELPERS, GREASERS AND TIREMEN, ALL PICK-UP TRUCKS AND OTHER VEHICLES. DRIVERS ON DUMPSTERS OR SIMILAR DUMPSTERS, MOUNTED ON FOUR (4) WHEEL TRUCK RATED TWO (2) CU.YDS. OR LESS, AND SMALL PALLET TYPE FORK-LIFT OPERATOR AND DRIVERS ON PALLET JACKS OR SIMILAR TYPE EQUIPMENT. (BARTHOLOMEW, BENTON, BLACKFORD, CARROLL, CASS, CLINTON, DELAWARE, FOUNTAIN, GRANT, HOWARD, JAY,

MADISON, MARION, MIAMI, MONROE, MONTGOMERY,
TIPPECANOE, TIPTON, WABASH, WARREN, & WHITE
COUNTIES) A: $36.40 PER DAY & 450.00 PER WEEK.....$ 32.67 0.00

TEAM0135-012 04/01/2025

	Rates	Fringes
TRUCK DRIVER: GROUP 2 TRUCK DRIVER ON FORK LIFTS & TRUCK DRIVER ON TANDEM, SEMI, OR TRI-AXLE (HAMILTON, HANCOCK, HENDRICKS, JOHNSON, MORGAN, AND SHELTBY COUNTIES) A: $36.40 PER DAY & $450.00 PER WEEK	$ 33.17	0.00
TRUCK DRIVER: GROUP 1 TRUCK DRIVER HELPER (HAMILTON, HANCOCK, HENDRICKS, JOHNSON, MORGAN, AND SHELTBY COUNTIES) A: $36.40 PER DAY & $450.00 PER WEEK	$ 32.67	0.00

TEAM0364-002 06/01/2025

	Rates	Fringes
TRUCK DRIVER: GROUP 4 SEMI-TRAILER TRUCKS (FULTON COUNTY) FOOTNOTE: A. FRINGE BENEFITS: $422.50 PER WEEK B. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY	$ 34.75	0.00
TRUCK DRIVER: GROUP 3 TANDEM, TRI-AXLE AND FUEL TRUCKS (FULTON COUNTY) FOOTNOTE: A. FRINGE BENEFITS: $422.50 PER WEEK B. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY	$ 34.25	0.00
TRUCK DRIVER: GROUP 2 SINGLE AXLE TRUCKS (FULTON COUNTY) FOOTNOTE: A. FRINGE BENEFITS: $422.50 PER WEEK B. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY	$ 33.95	0.00
TRUCK DRIVER: GROUP 1PICK-UP TRUCKS (FULTON COUNTY) FOOTNOTE: A. FRINGE BENEFITS: $422.50 PER WEEK B. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY	$ 33.75	0.00

TEAM0414-001 07/01/2024

	Rates	Fringes
TRUCK DRIVER: GROUP 5 TRUCK DRIVER EUCLID/EARTH MOVERS (ADAMS, ALLEN, DEKALB, HUNTINGTON, NOBLE, STEUBEN, WELLS, AND WHITLEY COUNTIES)	$ 39.91	0.00
TRUCK DRIVER: GROUP 4 TRUCK DRIVER ON WATER TRUCKS AND MECHANIC (ADAMS, ALLEN, DEKALB, HUNTINGTON, NOBLE, STEUBEN, WELLS, AND WHITLEY COUNTIES)	$ 39.81	0.00
TRUCK DRIVER: GROUP 3 TRUCK DRIVER ON TANDEM, SEMI, OR TRI-AXLE (ADAMS, ALLEN, DEKALB, HUNTINGTON, NOBLE, STEUBEN, WELLS, AND WHITLEY COUNTIES)	$ 39.71	0.00
TRUCK DRIVER: GROUP 2 TRUCK DRIVER ON FORK LIFTS (ADAMS, ALLEN, DEKALB, HUNTINGTON, NOBLE, STEUBEN, WELLS, AND WHITLEY COUNTIES)	$ 39.61	0.00
TRUCK DRIVER: GROUP 1 TRUCK DRIVER HELPER (ADAMS, ALLEN, DEKALB, HUNTINGTON, NOBLE, STEUBEN, WELLS, AND WHITLEY COUNTIES)	$ 39.42	0.00

WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ﷺSU﷿, ﷺUAVG﷿, ﷺSA﷿, or ﷺSC﷿ denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

"SU" wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the "SA" identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination

b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION

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SECTION 00 21 50
SECTION 3 CLAUSE

All Section 3 covered contents shall include the following clause (referred to as the Section 3 Clause):

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extend feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the persons(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment of suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extend feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organization and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extend feasible, but not in derogation of compliance with Section 7(b).

H. Pursuant to 24 CFR 905.70(b), compliance with Section 3 requirements shall be to the maximum extent consistent with, but not in derogation of compliance with Section 7(b) of the Indian Self-Determination and Education Assistance, 25 U.S.C. Section 450e(b) when this law is applicable.

SECTION 00 21 50
SPECIAL NOTICE TO CONTRACTORS
REGARDING SECTION 3

Section 3 requires that, to the greatest extent feasible, opportunities for job training and employment be given to lower income residents of the Section 3 area and contracts for work in connection with the Section 3 covered project be awarded to business concerns which are located in or owned in substantial part by persons residing in the Section 3 area.

Section 3 requires that a recipient/contractor take affirmative steps to give preference to qualified Section 3 area residents and business concerns in providing training, employment and contracting in connection with Section 3 covered projects.

If, in bidding this project, you anticipate using local subcontractors, the Indianapolis Housing Agency will provide you with names of Section 3 business concerns.

In the event additional employees will be added to your work force, in addition to those employees outlined in Specification Section 01 10 00 SUMMARY OF WORK, please target recruitment by:

1. Notifying the Indianapolis Housing Agency of job openings
2. Advertising in local media
3. Contacting local job training and placement centers
4. Notify community organizations serving Section 3 residents
5. Developing on-the-job training opportunities

Once you have taken these steps, please provide documentation of your actions to the Indianapolis Housing Agency for our project records.

SECTION 00 40 00
BID FORMS

THIS SECTION CONTAINS BLANK FORMS, SAMPLE FORMS AND STATEMENTS FOR COMPLIANCE - ALL REQUIRED SUBMITTALS FOR THIS PROJECT. REFER TO SECTION 00 20 00 INSTRUCTIONS TO BIDDERS FOR DOCUMENTS TO BE SUBMITTED AT TIME OF BID SUBMITTAL.

END OF SECTION

SECTION 00 41 00
PROPOSAL FOR CONSTRUCTION

BARTON TOWER FIRE ALARM REPLACEMENT
555 Massachusetts Ave.
Indianapolis Housing Agency
Indianapolis, Indiana

Gentlemen:

1. The undersigned, having familiarized themselves with the local conditions affecting the cost of the work, and with the Specifications (including Invitation to Bid, Instructions to Bidders, this proposal, Bid Guarantee, Non-Collusive Affidavit, the General Conditions, the Supplemental General Conditions, the Summary Scope of Work, the Specifications, and the Drawings) and Addenda, if any thereto, as prepared by Alliance Architects, and on file in the office of the Architects, 929 Lincolnway East, Suite 200, South Bend, IN 46601 and the Indianapolis Housing Agency located at 1919 North Meridian Street, Indianapolis, Indiana 46202, hereby proposes to furnish all labor, materials, tools, equipment, and services required to complete all modernization work items as listed on the Drawings and outlined in the Specifications, all in accordance therewith, for the sum of:

   Base Bid $_____

   Alternate No. 1 ..... Add $_____

   Provide a price to provide a two-way communication system if the building does not meet the emergency responder coverage test requirements.

2. In submitting this bid proposal, it is understood that the right is reserved by the Indianapolis Housing Agency to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned 90 days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required assurance within ten (10) days after the contract is presented to him for signature

3. We propose to begin work immediately upon receipt of a formal Notice to Proceed and to achieve Substantial Completion of same within the following calendar days. The Notice to Proceed will be issued within 45 days of the bid opening, unless indicated otherwise. In the case that Alternates are accepted, the number of calendar days shall be increased or decreased from the Base Bid completion time as follows:

   Base Bid _____ Calendar Days

   Alternate No. 1 Add _____ Calendar Days

4. Certification of Nonsegregated Facilities: By signing this bid, the bidder certifies that he complies with Item 10 of the “Representations, Certifications, and Other Statements of Bidders.”

5. Bid Guarantee in the sum of $_____, in the form of _____, is submitted herewith in accordance with the specifications (5% of base bid and all allowances and add alternates).

6. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the contract for which his proposal is submitted.

7. Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

PROPOSAL FOR CONSTRUCTION (Cont.)

8. Acknowledge receipt of Addendum (Addenda) and Clarification(s).

The following addenda have been received, and are hereby acknowledged, and their execution is included in the above proposal amount:

Addendum No. _____, Dated _____ Addendum No. _____, Dated _____

Addendum No. _____, Dated _____ Addendum No. _____, Dated _____

Clarification No. _____, Dated _____ Clarification No. _____, Dated _____

Official Company Name and Address:

Bidder's Company Name: _____

Bidder's Address: _____

_____

Bidder's Cell Phone No: _____

Bidder's Office Phone No: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)
Prescribed by State Board of Accounts

PART I
(To be completed for all bids. Please type or print)

Date *(month, day, year):*_____

1. Governmental Unit (Owner):_____
2. County :_____
3. Bidder (Firm):_____

   Address:_____

   City/State/ZIPcode:_____
4. Telephone Number:_____
5. Agent of Bidder *(if applicable):*_____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of _____

(Governmental Unit) in accordance with plans and specifications prepared by _____

_____ and dated _____ for the sum of

_____ $_____

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS
(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

_____

Contracting Authority Members:

_____ _____

_____ _____

_____ _____

PART II
(For projects of $150,000 or more – IC 36-1-12-4)

Governmental Unit: _____

Bidder (Firm) _____

Date *(month, day, year):* _____

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner

3. Have you ever failed to complete any work awarded to you? _____ If so, where and why?

_____

_____

_____

4. List references from private firms for which you have performed work.

_____

_____

_____

_____

_____

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

_____

_____

_____

_____

_____

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

_____

_____

_____

_____

_____

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

_____

_____

_____

_____

_____

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

_____

_____

_____

_____

_____

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

_____

_____

_____

_____

_____

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at _____ this _____ day of _____, _____

_____
(Name of Organization)

By_____

_____
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF _____)
) ss
COUNTY OF_____)

Before me, a Notary Public, personally appeared the above-named _____ and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this _____ day of _____, _____.

_____
Notary Public

My Commission Expires:_____

County of Residence:_____

Part of State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

BID OF

_____
(Contractor)

_____
(Address)

_____

FOR

PUBLIC WORKS PROJECTS

OF

_____

_____

_____

Filed _____, _____

Action taken _____

_____

SECTION 00 45 00
CERTIFICATE AS TO CORPORATE PRINCIPAL
(When Principal is a Corporation)

I, _____, certify that I am the _____

of the corporation named as Principal in the Bond included within; that _____, who signed said Bond on behalf of the Principal, was then _____ of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to for and on behalf of said corporation by authority of its governing body.

_____ (SEAL)

SECTION 00 45 00
REPRESENTATIONS, CERTIFICATIONS,
AND OTHER STATEMENTS OF BIDDERS

The Representations, Certifications, and Other Statements of Bidders, HUD-5369-A (11/92), are hereby made a part of the Contract Documents, except as they may be modified by Section 00 80 00 SUPPLEMENTARY GENERAL CONDITIONS and the specific provisions of these documents.

Refer to insert:

HUD-5369-A (11/92) pages 1-3

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Table of Contents

Clause		Page
1.	Certificate of Independent Price Determination	1
2.	Contingent Fee Representation and Agreement	1
3.	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	1
4.	Organizational Conflicts of Interest Certification	2
5.	Bidder's Certification of Eligibility	2
6.	Minimum Bid Acceptance Period	2
7.	Small, Minority, Women-Owned Business Concern Representation	2
8.	Indian-Owned Economic Enterprise and Indian Organization Representation	2
9.	Certification of Eligibility Under the Davis-Bacon Act	3
10.	Certification of Nonsegregated Facilities	3
11.	Clean Air and Water Certification	3
12.	Previous Participation Certificate	3
13.	Bidder's Signature	3

1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above.

_____ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[ ] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding $50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [ ] is, [ ] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [ ] has, [ ] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding $100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No 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 on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

(a) Result in an unfair competitive advantage to the bidder; or,

(b) Impair the bidder's objectivity in performing the contract work.

[ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [ ] is, [ ] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [ ] is, [ ] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [ ] is, [ ] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

[ ] Black Americans	[ ] Asian Pacific Americans
[ ] Hispanic Americans	[ ] Asian Indian Americans
[ ] Native Americans	[ ] Hasidic Jewish Americans

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [ ] is, [ ] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [ ] is, [ ] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding $2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding $10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

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

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed $10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding $100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate - Not Used

13. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

_____
(Signature and Date)

_____
(Typed or Printed Name)

_____
(Title)

_____
(Company Name)

(Company Address)

SECTION 00 45 00
NON-DEBARRED CERTIFICATION

BARTON TOWER FIRE ALARM REPLACEMENT
555 Massachusetts Ave.
Indianapolis Housing Agency
Indianapolis, Indiana

Date:_____

Signature of:_____
Owner if Bidder is a Sole Proprietor
Partner if Bidder is a Partnership
Officer if Bidder is a Corporation

_____
Name of Bidder's Company

_____
Address

_____
Location

This is to certify that the above signed Bidder is not nor has been debarred, suspended, or otherwise prohibited from contracting or entering into construction/modernization agreements with any Federal, State or Local Agency, including the U.S. Department of HUD.

SECTION 00 45 00
PROPOSED SUBCONTRACTORS AND SUPPLIERS

PROJECT _____

PRIME CONTRACTOR _____

Work to Perform	Subcontractor and Supplier Name, Address & Minority Status	Dollar Amount of Subcontract

SECTION 00 45 00
PROPOSED WAGE RATE FOR
UNLISTED CLASSIFICATIONS

	Classification	Rate	Fringe
1)			
2)			
3)			
4)			
5)			
6)			
7)			
8)			
9)			
10)			

SECTION 00 45 00
FROM PUBLIC LAW 110-690, NOV. 1988, TITLE 5,
DRUG-FREE WORKPLACE ACT OF 1988

DRUG-FREE WORKPLACE REQUIREMENTS FOR FEDERAL CONTRACTORS

A. Drug-Free Workplace Requirements:

1. Requirement for Persons Other Than Individuals - No person, other than an individual shall be considered a responsible source, under the meaning of such term as defined in section 4(8) of the Office of Federal Procurement Policy Act [41 U.S.C. 403(8)], for the purposes of being awarded a contract for the procurement of any property or services of a value of $25,000 or more from any Federal agency unless such person has certified to the contracting agency that it will provide a drug-free workplace by:

   a. publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

   b. establishing a drug-free awareness program to inform employees about:

      i. the dangers of drug abuse in the workplace;
      ii. the person's policy of maintaining a drug-free workplace;
      iii. any available drug counseling, rehabilitation, and employee assistance programs; and
      iv. the penalties that may be imposed upon employees for drug abuse violations;

   c. making it a requirement that each employee be engaged in the performance of such contract be given a copy of the statement required by subparagraph (a).

   d. notifying the employee in the statement required by subparagraph (a), that as a condition of employment on such contract the employee will:

      i. abide by the terms of the statement; and
      ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

   e. notifying the contracting agency within 10 days after receiving notice under subparagraph (d), (ii), from an employee or otherwise receiving actual notice of such conviction;

   f. imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted as required by section 5154; and

   g. making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraph (a), (b), (c), (d), (e), and (f).

2. Requirements for Individuals - No Federal agency shall enter into a contract with an individual unless such contract includes a certification by the individual that the individual will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

B. Suspension, Termination, or Debarment of the Contractor.

1. Grounds for Suspension, Termination, or Debarment - Each contract awarded by a Federal agency shall be subject to suspension of payments under the contract or termination of the contract, or both, and the contractor thereunder or the individual who entered the contract with the Federal agency, as applicable, shall be subject to suspension or debarment in accordance with the requirements of this section if the head of the agency determines that:

   a. the contractor or individual has made a false certification under subsection (A);

   b. the contractor violates such certification by failing to carry out the requirements of subparagraph (a), (b), (c), (d), (e), or (f) of subsection (a), (l) or

   c. such a number of employees of such contractor have been convicted of criminal drug statues for violations occurring in the workplace as to indicate that the contractor has failed to make a good faith effort to provide a drug-free workplace as required by subsection (A).

2. Conduct of Suspension, Termination, and Debarment Proceedings.

   a. if an contracting officer determines, in writing, that cause for suspension of payments, termination, or suspension or debarment exists, an appropriate action shall be initiated by a contracting officer of the agency, to be conducted by the agency concerned in accordance with Federal Acquisition Regulation and applicable agency procedures.

   b. the Federal Acquisition Regulation shall be revised to include rules for conducting suspension and debarment proceedings under this subsection, including the rules providing notice the opportunity to respond in writing or in person, and such other procedures as may be necessary to provide a full and fair proceeding to a contractor or individual in such proceeding.

3. Effect of Debarment - Upon issuance of any final decision under this subsection requiring debarment of a contractor or individual, such contractor or individual shall be ineligible for award of any contract by any Federal agency, and for the participation in any future procurement by any Federal agency for a period specified in the decision not to exceed five (5) years.

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

OMB Number: 2501-0044
Expiration Date: 2/28/2027

Public reporting burden. Public reporting burden for this collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed forms to this address. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. HUD is authorized to collect this information under the authority cited in the Notice of Funding Opportunity for this grant program. The information collected will provide proposed budget data for multiple programs. HUD will use this information in the selection of applicants. This information is required to obtain the benefit sought in the grant program. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552).

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here if there are workplaces on file that are not identified on the attached sheets.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct.
WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

Name of Authorized Official	Title

Signature		Date
X		

form **HUD-50070** (3/98)
ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

Indianapolis Housing Agency
A New Day & Better IHA

Contractor Section 3 Initial Response Form

Failure to complete this document may lead to disqualification from the review process.

Date	
Company Name/Contractor	
Contact Person	
Street Address	
City, State & Zip Code	
Telephone	
Business Web Address	

Section 3 Commitment

Section 3 program requires recipients of HUD funding to direct employment, training, and contracting opportunities to low-income individuals and the businesses that employ these persons within their community. Section 3 is a provision of the HUD Act of 1968 and is found at 12 U.S.C. 1701u. The regulations are found at 24 CFR Part 75.

Per this statutory language, recipients of HUD funds (i.e. grantees and contractors) ensure that "to the greatest extent feasible," when certain HUD funds are used to assist housing and community development projects, preference for construction-related training, jobs, and contracting opportunities go to low- and very low-income people and to businesses that are owned by low- and very-low-income persons or businesses that hire them. These opportunities are both sex and race neutral.

Select (1) Option

	Direct employment of qualified candidates
	Company/Contract will partner with a **Section 3** business

Go to **HUD EXCHANGE Section 3 for further information** Section 3 - HUD Exchange

Before a contract is awarded IHA procurement staff will develop Company/Contract Section 3 plan. Section 3 Plan will be included with the contract and related agreements before the contract is executed.

Section 3 Business Concern Certification for Contracting (Sample Form)





About this Tool

Description: Businesses seeking a preference in contracting on applicable Section 3 projects may qualify as a Section 3 business concern if they meet the following criteria: At least 51 percent of the business is owned and controlled by low- or very low-income persons, or at least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing, or over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers.

This tool is designed to help grantees and their subrecipients, contractors, and subcontractors comply with the Section 3 requirements and achieve the Section 3 goals. It is intended to be a sample form to help grantees certify and track Section 3 business concerns seeking a preference in contracting.

How to Adapt this Document: This document is intended to be used as a reference tool to help grantees certify Section 3 business concerns and provide the appropriate records to support the business' Section 3 status claims. Grantees are encouraged to adapt the form to fit the resources within their individual communities and to meet the needs of their program.

Source of Document: This document was developed by consultants affiliated with the consulting firm ICF.

Disclaimer: The following is a sample Section 3 Business Concern Certification form that PHAs or Community Development Offices may wish to use to begin developing their own form. They may work with their legal counsels to ensure it meets all local and state laws.

This resource will be part of a Section 3 Toolkit coming Fall of 2021. It will be hosted on the HUD Exchange at https://www.hudexchange.info/.

Updated as of: December 20, 2021

Section 3 Business Concern Certification for Contracting (Sample Form)

Instructions: Enter the following information and select the criteria that applies to certify your business' Section 3 Business Concern status.

Business Information

Name of Business _____

Address of Business _____

Name of Business Owner _____

Phone Number of Business Owner _____

Email Address of Business Owner _____

Preferred Contact Information

☐ Same as above

Name of Preferred Contact _____

Phone Number of Preferred Contact _____

Type of Business (select from the following options):

☐Corporation ☐Partnership ☐Sole Proprietorship ☐Joint Venture

Select from *ONE* of the following three options below that applies:

☐ At least 51 percent of the business is owned and controlled by low- or very low-income persons (Refer to income guidelines on page 4).

☐ At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

☐ Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers (Refer to definition on page 4).

(frontside)

Business Concern Affirmation

I affirm that the above statements (on the frontside of this form) are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to [insert name of recipient/grantee] may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Print Name: _____

Signature: _____ Date: _____

*Certification expires within six months of the date of signature

Information regarding Section 3 Business Concerns can be found at 24 CFR 75.5

FOR ADMINISTRATIVE USE ONLY

Is the business a Section 3 business concern based upon their certification?
☐**YES** ☐**NO**

EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.

(backside)

The City of (insert locality here)

Or

the (insert name here) Housing Authority

Section 3 Income Limits

Eligibility Guidelines

The worker's income must be at or below the amount provided below for an individual (household of 1) regardless of actual household size.

Individual Income Limits for City of (insert locality here)
FY 20 (insert year here)

Income Limits Category	FY 20 (enter year here) Income Limits
Extremely Low Income Limits (30%)	
Very Low Income Limits (50%)	
Low Income Limits (80%)	

See https://www.huduser.gov/portal/datasets/il.html for most recent income limits.

Section 3 Worker Definition:

- A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- Employed by a Section 3 business concern; or
- A YouthBuild participant.

Targeted Section 3 Worker Definition:

- Employed by a Section 3 business concern or
- Currently meets or when hired met at least one of the following categories as documented within the past five years:
    - A resident of public housing; or
    - A resident of other public housing projects or Section 8-assisted housing; or
    - A YouthBuild participant.

SECTION 00 52 00
FORM OF CONTRACT

AGREEMENT made this _____ day of _____, in the year Two Thousand _____, by and between _____, a corporation organized and existing under the laws of the state of _____, a partnership consisting of _____, or individual trading as _____, hereinafter called the "Contractor" and _____ (Housing Authority/Commission's Name, Address, City, State & Zip .....], hereinafter called the "PHA".

WITNESSETH, That the Contractor and the PHA for the consideration stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all labor, material, equipment and services, and perform and complete all work required for the Indianapolis Housing Agency, in strict accordance with the Specifications, Addenda thereto, and Drawings referred to therein, all as prepared by Alliance Architects and enumerated under Article 4 below, which said Specifications, Addenda and Drawings are incorporated herein by reference and made a part hereof.

ARTICLE 2. Contract Price. The PHA shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Specifications, the sum of _____ _____ Dollars ($_____).

ARTICLE 3. Contract Time: The work shall be completed within _____ calendar days after the date of the Notice to Proceed issued to the Contractor by the Owner.

ARTICLE 4. Contract Documents. The contract shall consist of the following component parts:

a. This Instrument
b. Contractors Bid/Proposal and Bid Bond
c. General Conditions of the Contract for Construction
d. Special Conditions
e. General Requirements
f. Prevailing Wage Decision
g. Technical Specifications
h. Drawings
i. Any and All Addenda

This instrument, together with the other documents enumerated in this Article 4, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 4 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

ARTICLE 5. Liquidated Damages. The Contractor is responsible for completing the project within the time established in the Construction Contract as stipulated in Article 3 unless time extensions are authorized by the Architect and the Owner and documented via executed Change Order. If the work is not completed by the contract date, the Contractor shall be liable for liquidated damages resulting from such unexcused delays.

Liquidated damages shall be assessed at a rate not to exceed $200.00 per day for each calendar day the contract time exceeds that set forth in Article 3 of the Agreement. These liquidated damages are payable to the Owner on demand and the Owner may, at its option, be paid from any retainage owed to Contractor on the Job, whether held in escrow or not, or retain the amount of such damages from any additional payments which Contractor is otherwise entitled to receive under this Agreement.

Liquidated damages shall reflect monetary losses by Owner as a result of the failure by Contractor to complete the work by the contract date. The Architect will review the total amount of liquidated damages being assessed and will advise both Owner and Contractor as to his opinion whether the amount of damages established by the Owner is reasonable.

Contractor agrees that the maximum liquidated damages amount established herein is reasonable. Contractor further agrees that it will pay assessed liquidated damages to Owner upon request together with Owner's costs of collection, including but not limited to its attorney's fees and expenses.

IN WITNESS WHEREOF, the parties hereto have caused This Instrument to be executed for three original counterparts as of the day and year first above written.

_____	_____
Attest:	(Contractor)
_____	By: _____
_____	
Title: _____	Title: _____

(PRINT OR TYPE THE NAMES AND TITLES OF ALL SIGNATORIES)

Business Address:

_____
(Street)

_____
(City) (Zip Code)

CERTIFICATION

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____, who signed said Contract on behalf of the Contractor was then _____ of said corporation; that I know this signature, and his signature thereto is genuine; and that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate power.

(Corporate Seal)

INDIANAPOLIS HOUSING AGENCY

By: _____
Yvonda A. Bean

Title: CEO / President

Business Address:

1919 North Meridian Street
Indianapolis, IN 46202

SECTION 00 54 00
HOLD HARMLESS AGREEMENT

The Housing Agency named below and _____ (Contractor) agree that, with regard to indemnification issues, the following language shall take precedence over any indemnification language contained within the Contract Document itself:

> *In addition to the PHA, its officers and agents, clause 2, article (d) and clause 16, article (j) of the HUD General Conditions, the Contractor shall defend, indemnify and hold harmless to the fullest extent permitted by law the Owner, Architect, Architect's Consultants, and Agents and Employees of any of them from any and all loses, costs, damages, liability and expenses including reasonable attorney fees in connection with claims or suits for damage to property and/or injury to persons, including death, alleged or claimed to have been caused by or through the performance of the work or operations incidental to the work, by the Contractor, his agents or employees, or by his subcontractors of any tier, their agents or employees, whether through negligence or willful act; and the Contractor shall at the request of the Owner and/or Architect undertake to investigate and defend any and all such claims or suits against the Owner, Architect, Architect's Consultants, and Agents and Employees of any of them. The indemnification obligation under the paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or its subcontractor under Worker's Compensation Acts, Disability Acts, or other Employee Benefit Acts.*

ACCEPTED:

_____	_____
(Housing Agency/Commission Name)	(Contractor Name)
Signed:_____	Signed:_____
By:_____	By:_____
(Printed Name)	(Printed Name)
Title:_____	Title:_____
Date:_____	Date:_____

SECTION 00 55 00
NOTICE TO PROCEED

_____ Date: _____

_____ Project No.: _____

_____ Location: _____

RE:

Gentlemen:

Pursuant to terms of your contract, dated _____, 20_____, for the above-referenced project, you are hereby notified to commence work thereunder immediately. The Notice to Proceed will be issued within 45 days of the bid opening as stated in the Proposal for Construction. The time for completion set forth in the contract is _____ calendar days, including the starting day, which establishes _____, 20_____, as the date by which Substantial Completion must be achieved.

Please note carefully and fulfill the requirements of the General Conditions relative to the submittal and approval of Workmen's Compensation, Manufacturer's and Contractor's Public Liability Insurance. This Notice is issued based upon the acceptability of the previously submitted documentation and certification outlined herein.

You are informed that _____ has been appointed Contracting Officer and is duly authorized to administer your contract for, and in the name of, this Housing Agency.

Promptly acknowledge receipt of this Notice by signing, dating and returning all copies promptly of this office.

Very Truly Yours,

INDIANAPOLIS HOUSING AGENCY

Enclosures

By:_____
Yvonda A. Bean

Accepted:

Title: CEO / President

_____

By:_____

Title:_____

ALLIANCE ARCHITECTS

Date:_____

By:_____

SECTION 00 62 00
SECTION 3 PLAN

1. Overview of Section 3 Requirements

A. WHAT IS SECTION 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) that is regulated by the provisions of 24 CFR 75. Section 3 regulations ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

B. PURPOSE OF THIS DOCUMENT

This plan outlines how the Indianapolis Housing Agency (IHA) and its subrecipients, contractors and subcontractors will comply with HUD's Section 3 requirements in implementing HUD funded programs. Bidder will, to the greatest extent feasible, ensure that employment and other economic opportunities are directed to low- and very low-income persons (Section 3 workers and Targeted Section 3 workers) and to eligible businesses (Section 3 Businesses) and requires the same of its contractors.

Indianapolis Housing Agency may amend its Section 3 Policies and Procedures document as necessary to ensure continued compliance with HUD's requirements and/or to reflect updated Section 3 guidance and outreach strategies.

C. APPLICABILITY

For public housing financial assistance, all funding is covered, regardless of the amount of expenditure or size of a contract. This plan applies to development assistance, operating funds, capital funds, and all mixed-finance development.

For housing and community development financial assistance, this plan applies to housing rehabilitation, housing construction, and other public construction projects that exceed $200,000 or more of housing and community development financial assistance from one or more HUD programs. Applicability is determined at the project level.

For projects funded with Lead and Hazard Control and Healthy Homes Programs, this plan applies to projects that exceed $100,000.

This plan also applies to projects that include multiple funding sources. Multiple funding source projects include projects that include public housing financial assistance, housing and community development financial assistance for single or multiple recipients, and the Lead Hazard Control and Healthy Homes Program.

Section 3 requirements **do not** apply to: 1) Material Supply Contracts - § 75.3(b), 2) Indian and Tribal Acknowledgments - § 75.3(c), and 3) Other HUD assistance and other Federal assistance not subject to Section 3 §75.3 (d). However, for financial assistance that is not subject to Section 3, recipients are encouraged to consider ways to support the purpose of Section 3.

SECTION 3 COORDINATOR

Indianapolis Housing Agency Section 3 Coordinator serves as the central point of contact for Section 3 compliance for the PHA and its subrecipients, contractors and subcontractors supporting the program. Subrecipients, contractors, subcontractors and others are encouraged to reach out to the IHA Section 3 Coordinator with questions regarding Section 3 compliance:

Erik Mathavan
Director, Comprehensive Improvements
Erik.Mathavan@ehai.org

2. Employment, Training, and Contracting Goals

A. SAFE HARBOR COMPLIANCE

Bidder will be considered to have complied with the Section 3 requirements and met safe harbor, if they certify that they followed the required prioritization of effort and met or exceeded the Section 3 benchmarks, absent evidence of the contrary.

Prior to the beginning of work, contractors and subcontractors will be required to certify that they will follow the required prioritization of effort for Section 3 workers, Targeted Section 3 workers, and Section 3 business concerns as outlined below in Section C. After completion of the project, on the Section 3 Cumulative Report, contractors and subcontractors will be required to certify that they followed the prioritization of effort requirements.

If the contractor and subcontractor does not meet the safe harbor requirements, they must provide evidence that they have made qualitative efforts to assist low and very low-income persons with employment and training opportunities.

B. SAFE HARBOR BENCHMARKS

Bidder has established employment and training goals that subrecipients, contractors, and subcontractors should meet to comply with Section 3 requirements outlined in 24 CFR Part 75.9 - for public housing financial assistance. The safe harbor benchmark goals are as follows:

1) Twenty-five (25) percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's fiscal year are Section 3 workers;

Section 3 Labor Hours/Total Labor Hours = 25%

And

2) Five (5) percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's fiscal year are Targeted Section 3 workers, as defined at 24 CFR Part 75.11.

Targeted Section 3 Labor Hours/Total Labor Hours = 5%

HUD establishes and updates Section 3 benchmarks for Section 3 workers and/or Targeted Section 3 workers through a document published in the Federal Register, not less frequently than once every 3 years. Given that the Section 3 benchmarks are subject to change every three years or sooner, Indianapolis Housing Agency will review and update the Section 3 Plan every 6 years/months, as needed.

It is the responsibility of contractors to implement efforts to achieve Section 3 compliance. Any contractor that does not meet the Section 3 benchmarks must demonstrate why meeting the benchmarks were not feasible. All contractors submitting bids or proposals to the Indianapolis Housing Agency are required to certify that they will comply with the requirements of Section 3.

C. CERTIFICATION OF PRIORITIZATION OF EFFORT FOR EMPLOYMENT, TRAINING, AND CONTRACTING

EMPLOYMENT AND TRAINING

Under the IHA Section 3 Program, contractors and subcontractors should make best efforts to provide employment and training opportunities to Section 3 workers in the priority order listed below:

1) To residents of the public housing projects for which the public housing financial assistance is expended;

2) To residents of other public housing projects managed by the PHA that is providing the assistance or for residents of Section 8-assisted housing managed by the PHA;

3) To participants in YouthBuild programs; and

4) To low- and very low-income persons residing within the metropolitan area (or nonmetropolitan county) in which the assistance is expended.

Low and very low-income within Marion County, IN, is defined as residents within the following income levels for FY 2022 (Median Income = $83,600):

[Table No. 1]

Income Limit Category	(1) Person	(2) Persons	(3) Persons	(4) Persons	(5) Persons	(6) Persons	(7) Persons	(8) Persons
Very Low (50%)	$26,450	$30,200	$34,000	$37,750	$40,800	$43,800	$46,850	$49,850
Extremely Low (30%)	$15,900	$18,310	$23,030	$27,750	$32,470	$37,190	$41,910	$46,630
Low (80%)	$42,300	$48,350	$54,400	$60,400	$65,250	$70,100	$74,900	$79,750

Income Limit figures are based on FY2022 Fair Market Rent (FMR). For a detailed account of how these limits are derived, please see our associated FY2022 FMR documentation.

CONTRACTING

Under the IHA Section 3 Program, contractors and subcontractors must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers in the following order or priority:

1) Section 3 business concerns that provide economic opportunities for residents of public housing projects for which the assistance is provided;

2) Section 3 business concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by the PHA that is providing assistance;

3) YouthBuild programs; and

4) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the assistance is provided.

Contractors and subcontractors will be required to certify that they will and have made best efforts to follow the prioritization of effort requirements prior to the beginning work and after work is completed.

3. Section 3 Eligibility and Certifications

Individuals and businesses that meet Section 3 criteria may seek Section 3 acknowledgement from IHA or its contractors/subcontractors for training, employment, or contracting opportunities generated by public housing financial assistance. To qualify as a Section 3 worker, Targeted Section 3 worker, or a Section 3 business concern, each must self-certify that they meet the applicable criteria.

Businesses who misrepresent themselves as Section 3 business concerns and report false information to IHA may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities.

A. SECTION 3 WORKER AND TARGETED SECTION 3 WORKER CERTIFICATION

A Section 3 worker seeking certification shall submit self-certification documentation to the recipient contractor or subcontractor, that the person is a Section 3 worker or Targeted Section 3 worker as defined in 24 CFR Part 75. For the purposes of Section 3 worker eligibility, IHA will use individual income rather than family/household income to determine eligibility. The income limits will be determined annually using the guidelines published at https://www.huduser.org/portal/datasets/il.html.

Persons seeking the Section 3 worker acknowledgment shall demonstrate that it meets one or more of the following criteria currently or when hired within the past five years, as documented:

1) A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
2) Employed by a Section 3 business concern; or
3) A YouthBuild participant.

Persons seeking the Targeted Section 3 worker acknowledgment shall demonstrate that it meets one or more of the following criteria:

Employed by a Section 3 business concern or

1) Currently meets or when hired met at least one of the following categories as documented within the past five years:
   a) A resident of public housing; or
   b) A resident of other public housing projects or Section 8-assisted housing; or
   c) A YouthBuild participant.

The individual must contact the Indianapolis Housing Agency or developer from which they are seeking employment or contracting opportunities. They should identify themselves as a Section 3 worker or Targeted Section 3 worker and provide the documentation required for certification procedures.

Prospective Section 3 workers may self-certify that they meet the requirements as defined in the regulations.

There are many ways that a worker can be certified as either a Section 3 Worker or Targeted Section 3 Worker under 24 CFR part 75:

(1) For a worker to qualify as a Section 3 worker, one of the following must be maintained:
   (i) A worker's self-certification that their income is below the income limit from the prior calendar year;
   (ii) A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;
   (iii) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;

(iv) An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or
(v) An employer's certification that the worker is employed by a Section 3 business concern.

(2) For a worker to qualify as a Targeted Section 3 worker, one of the following must be maintained:
(i) A worker's self-certification of participation in public housing or Section 8-assisted housing programs;
(ii) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
(iii) An employer's certification that the worker is employed by a Section 3 business concern; or
(iv) A worker's certification that the worker is a YouthBuild participant.

The documentation must be maintained for the period required for record retentions in accordance with applicable program regulations or, in the absence of applicable program regulations, in accordance with 2 CFR § 200.334, Retention Requirements for Records (www.ecfr.gov/cgibin/retrieveECFR?n=se2.1.200_1334), which provides for retaining records for at least three years, as described in detail in that regulation. IHA or Bidder may report on Section 3 workers and Targeted Section 3 workers for five years from when their certification as a Section 3 worker or Targeted Section 3 worker is established.

HUD does not prescribe any specific forms of evidence to establish Section 3 eligibility. Acceptable documentation includes, but is not limited to the following:

- Proof of residency in a public housing project; or
- Evidence of participation in the YouthBuild program.

B. SECTION 3 BUSINESS CONCERN CERTIFICATION

Businesses that believe they meet the Section 3 Business requirements can/may self-register in the HUD Business registry, here: http://www.hud.gov/Sec3Biz as well as the IHA website here: https://www.ehai.org/business-concern-certification---section-3.html. Businesses may seek Section 3 Business Concern acknowledgment by demonstrating that it meets one or more of the following criteria:

1) At least 51 percent of the business is owned and controlled by low- or very low-income persons; or
2) At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing; or
3) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers.

Businesses that seek Section 3 acknowledgment shall certify, or demonstrate to the Indianapolis Housing Agency, contractors, or subcontractors, that they meet the definitions provided in the above.

Businesses may demonstrate eligibility by submitting the Section 3 Business Concern Certification Form attached.

Section 3 Business Concern Certification Forms must be submitted at the time of bid/proposal. If the IHA previously approved the business concern to be Section 3 certified, then the certification can be submitted along with the bid, as long as the form is submitted within the prescribed expiration date. The Section 3 Business Concern Certification Form will expire after 12 months. Establishing a 12 month certification of eligibility period allows the IHA the ability to assess contractor performance to ensure the business is striving to meet the required goals.

SECTION 00 62 00
SECTION 3 COMPLIANCE AND BUSINESS CONCERN
ACKNOWLEDGMENT EXPLANATION

A. IS PARTICIPATION IN SECTION 3 OPTIONAL?

- Except for purchases or contracts solely for commodities and equipment, as a part of the solicitation the Indianapolis Housing Agency (IHA) will offer all bidders and proposers the option of an Acknowledgement.

- In response to a competitive solicitation (quotes; bids; RFP's), bidders and proposers are not required to respond to the IHA with a claim of an Acknowledgement (meaning, such claim is optional and failure to respond with a claim of an Acknowledgement will not cause the bidder or proposer to be deemed non-responsive); however, if a bidder or proposer does claim an Acknowledgement, then the IHA will consider, investigate, and determine the validity of each such claim for a Acknowledgement.

- Regardless of whether or not a bidder or proposer claims an Acknowledgement in response to a solicitation, the recipient of the award will be required to, "to the greatest extent feasible," implement the requirements of Section 3 during the ensuing awarded contract term.

B. ACKNOWLEDGEMENT AWARD

- A Business which obtains the Business Concern Certification will be recognized for their outstanding effort and achievement amongst our community.

- Certification shall serve as a tiebreaker in the event of two or more firms equally qualified sharing the same lowest winning bid.

- To apply for Business Concern Certification, go to ehai.org, under Comprehensive Improvements, select Business Concern Certification - Section 3 or go to the following link: https://www.ehai.org/business-concern-certification---section-3.html
    - Certification form must be completed by time of sealed bid submission.

C. SECTION 3 COMPLIANCE & PROGRAM ACKNOWLEDGEMENT*

*(The following must be signed regardless of Business Concern certification/eligibility.)

I have read the Section 3 Plan provided. I am aware that an award as the result of this competitive solicitation, even though I may not receive a Acknowledgement from the IHA because of my Business Concern status, I am still required to, to the greatest extent feasible, provide training, employment, contracting and other economic opportunities to low and very low-income persons, especially recipients of government assistance for housing, and to businesses/subcontractors that provide economic opportunities to low and very low-income persons.

Whether or not I apply for Section 3 Business Concern Certification for Contracting, I may be required to provide IHA an estimate number of Section 3 Labor Hours to arise as a result of my business participation on this project.

Print Name:_____

Signature:_____ Date:_____

SECTION 00 62 00
E-VERIFY AFFIDAVIT

Pursuant to Indiana Code 22-5-1.7-11, the business entity entering into a public contract for services is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The business entity is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the business entity, being first duly sworn, deposes and states that the business entity does not knowingly employ an unauthorized alien. The undersigned further affirms that prior to entering into its contract with Indianapolis Housing Agency (IHA), the undersigned business entity will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program. The business entity shall submit documentation to IHA which evidences that the business entity has enrolled in and is participating in the E-Verify program.

By_____ **By_____**
Print Name of Business Entity **Signature of Business Entity**

STATE OF _____ }
}
COUNTY OF _____ }

Before me, a Notary Public in and for said County and State, personally appeared _____

_____ who, being first duly sworn, acknowledged the execution of the foregoing E-Verify Affidavit and stated that any representations therein contained are true.

Witness my hand this _____ day of _____, 20_____

_____ **_____**
Notary Public Printed Name **Notary Public Signature**

My commission expires:_____

SECTION 00 62 00
SUBCONTRACTS AWARDED

PROJECT
_____

PRIME CONTRACTOR
_____

		The Following are Required for all Subcontractors and Sub-Subcontractors		
Subcontractor & Supplier Name, Address, Tax I.D. Number & Minority Status	Dollar Amount of Subcontract	Request for Acceptance of Subcontractor Form	Non-Collusive Affidavit for Subcontractor	Certificate of Liability Insurance

SECTION 00 62 00
REQUEST FOR ACCEPTANCE OF SUBCONTRACTOR

Date: _____

TO: _____ Project No.: _____

_____ _____
(Project Name)

_____ _____
(Project Location)

In accordance with our prime Contract for _____ of this project, we request acceptance of the following proposed subcontractor to perform work and to supply material as indicated below:

1. _____
(Name)

_____ _____
(Street Address) (City) (State) (Zip Code)

2. Scope of work (state kind of work, if labor, or material, or both, and give Specification reference):
_____

3. The subcontractor's non-collusive affidavit in the form required by our Contract is furnished herewith (original only, attached to the original of this request).

4. We warrant that the provisions required by our Contract with the Owner will be inserted in each subcontract for all of our subcontractors.

5. We certify that this proposed subcontractor is not ineligible to receive awards of contracts from the United States as evidenced by the lists of such contractors maintained by HUD.

6. There will be no assignment of interest in this subcontract except as follows (if none, so state):

7. Terms of payment: _____ Price: $ _____

8. Remarks: _____ _____
(Prime Contractor)

9. Federal ID # _____ By: _____

Title: _____

* If a sales agent, identity the manufacturer under "Remarks". If for a subcontractor, identify principal subcontractor under "Remarks".

ACCEPTANCE OR REJECTION

The proposed subcontractor named above is _____.

If accepted, the contracting party giving such acceptance assumes no responsibility in connection with the form or terms of the subcontract nor the performance of the subcontractor, and this form will not be returned.

If rejected, the reason(s) will be briefly stated herein, and this form will be returned within 10 days after receipt.

_____ _____
(Date) (Contracting Officer)

SECTION 00 62 00
NON-COLLUSIVE AFFIDAVIT FOR SUBCONTRACTOR
(Subcontractor)

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID ARE TRUE AND CORRECT.

Dated this _____ day of _____, 20_____

_____
(Name of Organization)

_____
(Title of Person Signing)

_____
(Signature)

_____
(Printed Name of Person Signing)

ACKNOWLEDGMENT

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public, personally appeared the above-named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _____ day of _____, 20_____

_____
Notary Public Signature

My Commission Expires: _____

Certificate from Contractor Appointing Officer or Employee to Supervise Payment of Employee

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Project Name _____ Date (mm/dd/yyyy) _____

Location _____ Project No._____

(I) (We) hereby certify that (I am) (we are) (the prime contractor) (a subcontractor) for _____

(specify "General Construction," "Plumbing," "Roofing," etc.) in connection with construction of the above-mentioned Low-Rent Housing Project, and that (I) (we) have appointed _____, whose signature appears below, to supervise the payment of (my) (our) employees beginning (Date: mm/dd/yyyy) _____ ; That he/she is in a position to have full knowledge of the facts set forth in the payroll documents and in the statement of compliance required by the so-called Kick-Back Statue which he/she is to execute with (my) (our) full authority and approval until such time as (I) (we) submit to the (Name of Local Authority) _____ a new certificate appointing some other person for the purposes hereinabove stated.

_____
(Identifying Signature of Appointee)

Attest (If required)

_____
(Name of Firm or Corporation)

_____
(Signature)

By _____
(Signature)

_____
(Title)

_____
(Title)

_____
(Date: mm/dd/yyyy)

_____
(Date: mm/dd/yyyy)

Note: This certificate must be execute by an authorized officer of a corporation or by a member of a partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes a statement of compliance required by the Kick-Back Statue.

SECTION 00 62 00
INSTRUCTIONS FOR PREPARATION
OF STATEMENT OF COMPLIANCE

This statement of compliance meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay fringe benefits as predetermined by the Department of Labor, in addition to payment of the minimum rates. The contractor's obligation to pay fringe benefits may be met by payment of the fringes to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes.

The contractor should show on the face of his payroll all monies paid to the employees whether as basic rates or as cash in lieu of fringes. The contractor shall represent in the statement of compliance that he is paying to others fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions follow:

Contractors who pay all required fringe benefits:

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

Contractors who pay no fringe benefits:

A contractor who pays no fringe benefits shall pay to the employee and insert in the straight time hourly rate column of his payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on the basic or regular rate plus the required cash in lieu of fringes at the straight time rate. To simplify computation of overtime, it is suggested that the straight time basic rate and cash in lieu of fringes be separately stated in the hourly rate column, thus $3.25/.40. In addition, the contractor shall check paragraph 4(b) of the statement or indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in Section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employees as cash in lieu of fringes, and the hourly amount paid to plans, funds, or programs as fringes.

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U.S. Department of Labor
Wage and Hour Division

Form Approved
Budget Bureau No. 44-R1093

STATEMENT OF COMPLIANCE

Date _____

I, _____, _____ Do hereby state:
(Name of signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by _____ on the _____
(Contractor or Subcontractor)
that during the payroll period commencing on the _____ day of _____, 20___, all persons employed on said project have been paid the full weekly wages earned that no rebates have been or will be made either directly or indirectly to or on behalf on said _____

(Contractor or Subcontractor)
from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act as Amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c). and described below:

_____
_____
_____
_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

□ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll payments of fringe benefits as listed in the contract have been or will be made to appropriated programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

□Each Laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTIONS (CRAFT)	
Remarks	
Name and Title	Signature

The wilful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of title 18 and Section 231 of title 31 of the United States code.

Form WH-348 (1/68) Purchase this form directly from the Supt. Of Documents

INSTRUCTIONS FOR COMPLETING DAVIS-BACON AND RELATED ACTS WEEKLY CERTIFIED PAYROLL FORM (WH-347)

General: Form WH-347 is available for the convenience of contractors and subcontractors to submit certified weekly payrolls in connection with their Federal or federally assisted construction contracts and subcontracts. Properly completed, this form will satisfy the requirements of the regulations in parts 3 and 5 of Title 29 of the Code of Federal Regulations (CFR) as to certified payrolls submitted in connection with contracts subject to the Davis-Bacon and Related Acts (DBRA).

While use of Form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federal or federally financed construction contracts to, on a weekly basis, "furnish a statement on the wages paid each employee during the prior week." U.S. Department of Labor (DOL) Regulations at 29 CFR 5.5(a)(3)(ii) require contractors and subcontractors to submit weekly certified payrolls to the appropriate Federal agency if the agency is a party to the contract (or, if the Federal agency is not party to the contract, to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency that provided the Federal assistance). Each certified payroll must be accompanied by a signed "Statement of Compliance" (e.g., page 2 of the WH-347 or another document with identical wording) indicating that the certified payrolls are accurate and complete, and that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review the information to help determine whether workers have received legally required wages and fringe benefits.

Under the DBRA, contractors and subcontractors are required to pay not less than the prevailing wage, including fringe benefits, as predetermined by DOL. The contractor's obligation to pay fringe benefits may be met through the contractor's contributions to or reasonably anticipated costs of bona fide benefit plans, funds, or programs, or by paying workers cash in lieu of fringe benefits.

Form WH-347 provides fields for contractors and subcontractors to document all wages paid to each worker, whether paid entirely as cash wages or by a combination of cash wages and employer-provided bona fide fringe benefits, and provides for the contractor or subcontractor's certification in the Statement of Compliance (as shown on page 2 of Form WH-347) that the data and payroll information on the form are accurate and complete. The Statement of Compliance also provides for the representation that the contractor or subcontractor is paying its workers, including registered apprentices, at least the required wage rates, satisfying its fringe benefits obligations, and maintaining required payroll records.

Detailed instructions for completing the first page of Form WH-347 follow:

"Check Box" for Submission of Final DBRA Certified Payroll Form: Mark the box to indicate that this submission is for the final week of work on the project for the contractor or subcontractor.

"Check Box" for Prime Contractor or Subcontractor: Mark the appropriate box to indicate whether it is the prime contractor or a subcontractor on the project for which certified payroll is being reported.

Project Name: Enter the name of the project on which you are reporting.

Project No. or Contract No.: Enter the project number or the prime contract number assigned by the relevant contracting agency (if available).

Certified Payroll No.: Beginning with the number "1", each weekly certified payroll that a contractor or subcontractor submits for a project should be given a payroll number. Enter the appropriate payroll number.

Prime Contractor's/Subcontractor's Business Name: Enter the business' legal name.

Project Location: Enter the complete address of the project, or, if there is no specific address, a description of the project location, including, at a minimum, the county or counties and state in which the project is located.

Wage Determination No.: Enter the wage determination number(s) and revision number(s) included in the covered contract and relevant to the submitted certified payroll form (e.g., if there are multiple wage determinations applicable to the project, please list all wage determinations that applied to the work performed by the workers in this pay period).

Week Ending Date: Enter the workweek ending date for this pay period.

Prime Contractor's/Subcontractor's Business Address: Enter the company's full business address.

Column 1A – Worker Entry No.: Beginning with the number "1", enter each worker's entry number (e.g., entry in row 2 may be 2, entry in row 3 may be 3, etc. If reporting more than 8 entries, row 1 on page 2 may be entry 9 and row 1 on page 3 may be entry 17, etc.). If a worker works in more than one labor classification during the course of the week, the contractor should show the number of hours the worker worked in each classification using separate rows. In such circumstances, the same worker entry number should be used on each row associated with the worker.

Column 1B – Worker Last Name: Self-explanatory.

Column 1C – Worker First Name: Self-explanatory.

Column 1D – Worker Middle Initial: Self-explanatory.

Column 1E – Worker Identifying No.: Enter each worker's individual identifying number (e.g., last four digits of the worker's social security number or any number specific to the individual worker) on each weekly certified payroll submitted. Note: workers' full Social Security numbers must not be included.

Column 2 – Journeyworker / Registered Apprentice: Enter "J" if the worker is a journeyworker or "RA" if the worker is a registered apprentice in an apprenticeship program approved by DOL's Office of Apprenticeship (OA) or a State Apprenticeship Agency (SAA). For registered apprentices, also list their level of progression within the approved program.

Column 3 – Labor Classification: List the labor classification for the work actually performed by each worker. Labor classifications are found in the applicable Davis-Bacon wage determination(s) that are included in the contract for this project. If the wage determination(s) does not include a labor classification for work that a worker has performed on this contract, contact the Contracting Officer or Agency representative immediately.

If a worker performed work in more than one labor classification during the week, the worker must be paid at least the rate specified for the appropriate labor classification for the time actually worked in that labor classification. In such circumstances, an accurate breakdown of hours worked in each labor classification must be shown on the submitted payroll by using a separate row for each labor classification in which the worker performed work. If the contractor did not maintain an accurate breakdown of hours worked by a worker in each labor classification, the worker must be paid for all hours worked using the highest applicable prevailing wage rate (basic hourly rate and fringe benefits).

Column 4 – Hours Worked Each Day: In column 4 in the table above row 1, please enter the first letter for each day of the contractor's workweek in each box on the top row and its corresponding date in each box on the second row below it. For example, if a contractor's workweek starts on Tuesday and ends on Monday, enter "T" for Tuesday in the first box of the first row and continue with the appropriate letter identifying the day of the week for each box ending with "M" on the last box of the first row. In the second row, enter the corresponding date for each day of the week. Please see example below:

T	W	T	F	S	S	M
6/16	6/17	6/18	6/19	6/20	6/21	6/22

For worker-specific entries, please enter hours worked on this project as straight time ("ST") and overtime ("OT") in the applicable boxes. On all contracts subject to the Contract Work Hours and Safety Standards Act (CWHSSA), enter hours worked on this project in excess of 40 hours total in the week as overtime ("OT") (including hours worked on and off the site of the work of the covered contract). Note: For more information about compliance with overtime requirements on Federal and federally assisted contracts, please visit Overtime Pay on Government Contracts.

Column 5 – Total Hours Worked for the Week: Enter the total number of the hours worked entered in column four.

Column 6A – Hourly Wage Rate Paid for ST and OT: For each worker, list the actual hourly rate paid for straight time (top row) and overtime (bottom row) worked for work in the classification indicated in column 3. If the worker was paid at a higher rate than the wage rate required on the wage determination, indicate the wage rate the worker was actually paid. Note: do not include cash payments in lieu of fringe benefits in this column.

Column 6B – Total Fringe Benefit Credit: Enter the total of the contractor's or subcontractor's contributions to or reasonably anticipated costs of bona fide fringe benefit plans, funds, or programs for which the contractor or subcontractor is taking a credit toward satisfying Davis-Bacon prevailing fringe benefit rates as listed on page 2 of Form WH-347 under "Hourly Credit for Fringe Benefits". This amount should equal the worker's total hours worked in this period multiplied by the hourly credit for fringe benefits as listed under the Total Hourly Credit column on page 2 of Form WH-347 under "Hourly Credit for Fringe Benefits".

Column 6C – Payment in Lieu of Fringe Benefits: Enter the total amount in cash provided in lieu of fringe benefits to the worker during the workweek. This amount should equal the worker's total hours worked in this period multiplied by the hourly rate provided to the worker as cash in lieu of fringe benefits.

Column 7A – Gross Amount Earned: Enter the worker's gross amount earned for the workweek for hours worked on this Federal or federally assisted project.

Column 7B –Gross Amount Earned for all Work: If part of a worker's weekly wage was earned on projects or work other than the project described on this payroll, including non-DBRA covered projects, enter in column 7B the total gross amount earned during the week for all work performed during the week.

Column 8 – Deductions for all Work: Enter all deductions made from worker's total gross amount earned for all work (Column 7B). Columns are provided for entering deductions made for tax withholdings, FICA, and "Other" deductions. If the amount under "Other" deductions is specific to one deduction, please describe the deduction under "Additional Remarks" on page 2 of this certified payroll form. If the amount under the "Other" deductions made from the worker's pay is a result of more than one deduction, submit an addendum that itemizes each deduction and includes a description and amount for each deduction listed on that document. Enter the total amount for all deductions actually made under the "Total Deductions" column (include the amounts listed under the Tax Withholdings, FICA and Other columns). All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 CFR part 3. If a worker worked on other jobs in addition to this project, do not pro-rate the deductions; instead, show actual deductions from the worker's weekly gross wage for all projects. Note: Except for deductions listed in 29 CFR 3.5, all deductions must have prior approval from the Department of Labor.

Column 9 – Net Payment to Worker for All Work: Enter the actual dollar amount paid to the worker for all hours worked across all projects (including non-DBRA covered projects) during the week.

Detailed instructions for completing the second page of Form WH-347 follow:

Project Name: Enter the name of the project on which you are reporting.

Project No. Or Contract No.: Enter the project or prime contract number associated with your contract assigned by the relevant contracting agency (if available).

Payroll No.: Beginning with the number “1”, each weekly certified payroll that a contractor or subcontractor submits for a project should be given a payroll number. Enter the appropriate payroll number.

Prime Contractor’s/Subcontractor’s Business Name: Enter the business’ legal name.

Project Location: Enter the complete address of the project, or, if there is no specific address, a description of the project location, including, at a minimum, the county or counties and state in which the project is located.

Week Ending Date: Enter the workweek ending date for this pay period.

Certifying Official’s Name and Title: Print the name and official title of the contractor or subcontractor, or their agent who paid or supervised the payment of the workers under the contract during the weekly time period covered by the form.

Statement of Compliance: While the “Statement of Compliance” need not be notarized, the statement (on page 2 of this certified payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

If applicable, please “check” each of the 6 boxes certifying the accompanying statement as accurate. Boxes 1, 2, 3 and 6 (i.e., the first three boxes and the last box) always must be checked to certify that the contractor or subcontractor completing the form is in compliance with the DBRA.

If any worker is being paid as an apprentice during the period, box 4 must be checked and each program name in which the contractor has registered apprentices working on the project during this payroll period must be listed, with the appropriate box checked to indicate whether the apprenticeship program is registered with DOL’s Office of Apprenticeship (OA) or a State Apprenticeship Agency (SAA), and the name of the labor classification entered. If more than three entries are required, please submit an addendum providing the requested information with the submission of the certified payroll. If box 4 is not applicable, do not check the box and enter “Not Applicable” or “N/A” in the entry subsection, under Apprenticeship Program Name.

If the contractor or subcontractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of bona fide fringe benefit plans, funds, or programs, box 5 must be checked and the subsections titled “Hourly Credit for Fringe Benefits” must be completed. In the first column, list each worker entry number (entered in column 1A on the first page) and name of worker for whom the contractor or subcontractor claimed an hourly fringe benefit credit (this should mirror the worker names and order found on Page 1 of the certified payroll form). In the following columns, list each fringe benefit plan name in the top row, fringe benefit plan type in the second row, fringe benefit plan number in the third row, mark whether the fringe benefit plan is funded or unfunded in the fourth row, and state the hourly amount of credit claimed for each worker under each applicable plan in the rows below. In the last column, list the total hourly cost of fringe benefit provided for each worker. Where the contractor or subcontractor is claiming a credit for the reasonably anticipated costs of fringe benefits provided directly by the contractor (commonly referred to as an “unfunded plan”), the contractor or subcontractor must have prior approval from the Department of Labor prior to claiming such credit as required in 29 CFR 5.28. If more than six bona fide fringe benefits are provided to the workers for which the contractor is claiming a credit, submit an addendum for each providing the information requested in this section.

Note: If the contractor or subcontractor is meeting its fringe benefit obligations partially through contributions to or reasonably anticipated costs of a bona fide fringe benefit plan and partially through the payment of cash in lieu of fringe benefits, the contractor or subcontractor should enter the respective amounts in this section and in column 6C (Cash Payment in Lieu of Fringe Benefits) on page 1. If the contractor or subcontractor is meeting its fringe benefits obligations by simply paying the cash equivalent to each worker, check the box but do not complete the subsection, because those payments will be reported under column 6C (Cash Payment in Lieu of Fringe Benefits) on page 1.

Additional Remarks: Optional space for additional information on deductions, hourly cost of fringe benefits, or explanations. If more space is needed, please continue remarks on a separate page. If the optional space or separate pages are used, please include all contractor and project information required by the form.

Signature of Certifying Official, Date, Telephone Number, and Email Address: The Statement of Compliance must be signed by the contractor or subcontractor, or their agent who paid or supervised the payment of the workers under the contract during the weekly time period covered by the form. Enter the phone number and email address of the individual who is signing the statement and the date signed. Legally valid electronic signatures are acceptable. A legally valid electronic signature includes any electronic process that indicates acceptance of the certified payroll record and includes an electronic method of verifying the signer’s identity. Note: Photocopies or scanned copies of signatures do not satisfy this requirement.

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

U.S. Department of Labor
Wage and Hour Division

Davis-Bacon and Related Acts Weekly Certified Payroll Form

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

Unless otherwise noted, the information requested is specific to the named project below.

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

U.S. Wage and Hour Division

Rev. January 2025
OMB No.: 1235-0008
Expires: 01/31/2028

☐ SUBMISSION OF FINAL DBRA CERTIFIED PAYROLL FORM ☐ PRIME CONTRACTOR ☐ SUBCONTRACTOR

PROJECT NAME	PROJECT NO. or CONTRACT NO.	CERTIFIED PAYROLL NO.	PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME
PROJECT LOCATION	**WAGE DETERMINATION NO.**	**WEEK ENDING DATE**	**PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS ADDRESS**

(1A)	(1B)	(1C)	(1D)	(1E)	(2)	(3)	(4)		(5)	(6A)	(6B)	(6C)	(7A)	(7B)	(8)				(9)
WORKER ENTRY NO.	WORKER LAST NAME	WORKER FIRST NAME	WORKER MIDDLE INITIAL	WORKER IDENTIFYING NO.	(J) JOURNEYWORKER (RA) REGISTERD APPRENTICE	LABOR CLASSIFICATION	ST = STRAIGHT TIME OT = OVERTIME	(TOP) DAYS OF WORK WEEK (BOTTOM) DATES HOURS WORKED EACH DAY	TOTAL HOURS WORKED FOR WEEK	HOURLY WAGE RATE PAID FOR ST AND OT	TOTAL FRINGE BENEFIT CREDIT	PAYMENT IN LIEU OF FRINGE BENEFITS	GROSS AMT EARNED	GROSS AMT EARNED FOR **ALL WORK**	DEDUCTIONS FOR **ALL WORK**				NET PAY TO WORKER FOR **ALL WORK**
															TAX WITH-HOLDINGS	FICA	OTHER (MUST SPECIFY, SEE INSTRUCTIONS)	TOTAL DEDUCTIONS	
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While use of Form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federal or federally financed construction contracts to, on a weekly basis, "furnish a statement on the wages paid each employee during the prior week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors and subcontractors to submit weekly certified payrolls to the appropriate Federal agency if the agency is a party to the contract (or, if the agency is not such a party, to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency). Each certified payroll must be accompanied by a signed "Statement of Compliance" (e.g., page 2 of the WH-347 or another document with identical wording) indicating that the certified payrolls are accurate and complete, and that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review the information to determine whether workers have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

00 62 00-17

PROJECT NAME	PROJECT NO. or CONTRACT NO.	PAYROLL NO.	PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME
PROJECT LOCATION		**WEEK ENDING DATE**	**CERTIFYING OFFICIAL's NAME AND TITLE**

I paid or supervised the payment of the laborers or mechanics working on the above project during the stated time period. I certify the following:

☐ The payroll information submitted with this statement is correct and complete for the above project during the above period, and the wage and fringe benefit rates paid to the workers, including credit taken for the reasonably anticipated costs of a bona fide fringe benefit plan, fund or program, are not less than the applicable wage and fringe benefits rates for the classification(s) of work actually performed, as specified in the wage determination(s) incorporated into the contract.

☐ All regular payrolls and all other basic records that the contractor is required to maintain for this payroll period are complete and accurate and will be made available upon request from the agency or the Department of Labor.

☐ The classifications reported for each laborer or mechanic are the classification(s) of work that each worker actually performed.

☐ Any workers paid as apprentices during the above period are duly registered in a bona fide apprenticeship program registered with the Office of Apprenticeship, Employment and Training Administration, United States Department of Labor ("OA"), or a State Apprenticeship Agency ("SAA") recognized by Department of Labor. I have verified the registered apprenticeship program information provided below as accurate and applicable to any apprentices identified on page 1 of this form.

APPRENTICESHIP PROGRAM NAME	REGISTERED		NAME OF LABOR CLASSIFICATION
	☐ OA	☐ SAA	
	☐ OA	☐ SAA	
	☐ OA	☐ SAA	

☐ Fringe benefits have been paid in cash and/or to bona fide fringe benefit plans, funds, or programs. Where the contractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of a bona fide fringe benefit plan, fund, or program, provide plan information and the hourly credit claimed for each worker listed on the previous page of this form.

HOURLY CREDIT FOR FRINGE BENEFITS

If an amount is listed in (6B) on the first page of this certified payroll form, enter the hourly credit claimed under each plan name, type and number for each worker and check whether the plan is funded or unfunded.

NAME OF WORKER	FB NAME / FB TYPE / PLAN NO. / ☐ Funded ☐ Unfunded — Hourly Credit $	FB NAME / FB TYPE / PLAN NO. / ☐ Funded ☐ Unfunded — Hourly Credit $	FB NAME / FB TYPE / PLAN NO. / ☐ Funded ☐ Unfunded — Hourly Credit $	FB NAME / FB TYPE / PLAN NO. / ☐ Funded ☐ Unfunded — Hourly Credit $	FB NAME / FB TYPE / PLAN NO. / ☐ Funded ☐ Unfunded — Hourly Credit $	FB NAME / FB TYPE / PLAN NO. / ☐ Funded ☐ Unfunded — Hourly Credit $	TOTAL HOURLY CREDIT
	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	$
	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	$
	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	$
	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	$
	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	$
	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	$
	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	$
	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hrly Credit $	$

☐ All workers on the project have been paid the full weekly wages earned, and no rebates or deductions have been or will be made either directly or indirectly, other than permissible deductions as defined in 29 CFR part 3.

ADDITIONAL REMARKS

SIGNATURE OF CERTIFYING OFFICIAL	DATE	TELEPHONE NUMBER	EMAIL ADDRESS
		(___) ___-____	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION (SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE), AS WELL AS DEBARMENT FROM FUTURE FEDERAL AND FEDERALLY-ASSISTED CONTRACTS. INFORMATION REPORTED IN CERTIFIED PAYROLLS MAY BE SUBJECT TO DISCLOSURE IN RESPONSE TO A FREEDOM OF INFORMATION ACT REQUEST.

SECTION 00 62 00
INSTRUCTIONS FOR FILING MONTHLY EMPLOYMENT UTILIZATION REPORT (CC-257)

The Monthly Utilization Report is to be completed by each subject contractor (both prime and sub) and signed by a responsible official of the company. The reports are to be filed by the 5th day of each month during the term of the contract, and they shall include the total work-hours for each employee classification in each trade in the covered area for the monthly reporting period. The prime contractor shall submit a report for its aggregate work force and collect and submit reports for each subcontractor's aggregate work force to the Federal compliance agency that has Executive Order 11246 responsibility. (Additional copies of this form may be obtained from the U.S. Department of Labor, Employment Standards Administration, OFCCP's regional office for your area.)

Compliance Agency	U.S. Government agency assigned responsibility for equal employment opportunity. (Secure this information from the contracting officer.)
Federal Funding Agency	U.S. Government agency funding project (in whole or in part). If more than one agency list all.
Contractor	Any contractor who has a construction contract with the U.S. Government of a contract funded in whole or in part with Federal funds.
Minority	Includes Blacks, Hispanics, American Indians, Alaskan Natives, and Asian and Pacific Islanders - both men and women.
1. Covered Area	Geographic area identified in Notice required under 41 CFR 60-4.2.
2. Employer's identification Number	Federal Social Security Number used on Employer's Quarterly Federal Tax Return (U.S. Treasury Department Form 941).
3. Current Goals (Minority & Female)	See contract Notification.
4. Reporting Period	Monthly, or as directed by the compliance agency, beginning with the effective date of the contract.
5. Construction Trade	Only those construction crafts which contractor employees in the covered area.
6. Work-Hours of Employment (a-b)	a. The total number of male hours and the total number of female hours worked by employees in each classification. b-a. The total number of male hours and the total number of female hours worked by each specified group of minority employees in each classification.
Classification	The level of accomplishment or status of the worker in the trade (Journey Worker, Apprentice, Trainee)
7. Minority Percentage	The percentage of total minority work-hours of all work-hours (the sum of columns 6b, 6c, 6d, and 6e divided by column 6a; just one figure for each construction trade).
8. Female Percentage	For each trade the number reported in 6a. F divided by the sum of the numbers reported in 6a. M and F.
9. Total Number of Employees	Total number of male and total number of female employees working in each classification of each trade in the contractor's aggregate work force during reporting period.
10. Total Number of Minority Employees	Total number of male minority employees and total number of female minority employees working in each classification in each trade in the contractor's aggregate work force during reporting period.

Monthly Employment Utilization Report

U.S. Department of Labor

Employment Standards Administration
Office of Federal Contract Compliance Programs

This report is required by Executive Order 11246, Sec. 203. Failure to report can result in contracts being cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts of federally assisted construction contracts.	1. Covered Area (SMSA or EA)	2. Employers I.D. No.	OMB No. 1215-01633 Expires: 12/13/92

3. Current Goals Minority Female 6.9%	4. Reporting Period From To	Name and Location of Contractor	Federal Funding Agency

5. CONSTRUCTION TRADE	Classifications	6. TOTAL FEDERAL & NON-FEDERAL CONSTRUCTION WORK HOURS										7, Minority Percentage	8. Female Percentage	9. Total Number of Employees		10. Total Number of Minority Employees	
		6a. Total All Employees By Trade		6b. Black (Not of Hispanic Origin)		6c. Hispanic		6d. Asian or Pacific Islander		6e. American Indian or Native American							
		M	F	M	F	M	F	M	F	M	F			M	F	M	F
	Journey Worker																
	Apprentice																
	Trainee																
	Sub-Total																
	Journey Worker																
	Apprentice																
	Trainee																
	Sub-Total																
	Journey Worker																
	Apprentice																
	Trainee																
	Sub-Total																
	Journey Worker																
	Apprentice																
	Trainee																
	Sub-Total																
	Journey Worker																
	Apprentice																
	Trainee																
	Sub-Total																
Total Journey Worker																	
Total Apprentices																	
Total Trainees																	
Grand Total																	

11. Company Official's Signature and Title	12. Telephone Number (Include area code) (	13. Date Signed	Page of

Form CC-257
Rev. Jan. 1992

00 62 00-20

AIA® Document G702® – 1992

Application and Certificate for Payment

TO OWNER:

PROJECT:

APPLICATION NO:

PERIOD TO:

CONTRACT FOR:

CONTRACT DATE:

PROJECT NOS: / /

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

FROM CONTRACTOR:

VIA ARCHITECT:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703®, Continuation Sheet, is attached.

1. **ORIGINAL CONTRACT SUM** ..... $ _____
2. **NET CHANGE BY CHANGE ORDERS** ..... $ _____
3. **CONTRACT SUM TO DATE** *(Line 1 ± 2)* ..... $ _____
4. **TOTAL COMPLETED & STORED TO DATE** *(Column G on G703)* ..... $ _____
5. **RETAINAGE:**
   a. _____% of Completed Work
   (Columns D + E on G703) $ _____
   b. _____% of Stored Material
   (Column F on G703) $ _____

   Total Retainage *(Lines 5a + 5b, or Total in Column I of G703)*..... $ _____
6. **TOTAL EARNED LESS RETAINAGE** ..... $ _____
   (Line 4 minus Line 5 Total)
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** ..... $ _____
   (Line 6 from prior Certificate)
8. **CURRENT PAYMENT DUE** ..... $
9. **BALANCE TO FINISH, INCLUDING RETAINAGE**
   (Line 3 minus Line 6) $ _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$	$
Total approved this month	$	$
TOTAL	$	$
NET CHANGES by Change Order	$	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before me this day of

Notary Public:

My commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

00 62 00-21

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AIA® Document G703® – 1992

Continuation Sheet

AIA Document G702®–1992, Application and Certificate for Payment, or G732™–2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED *(Not in D or E)*	TOTAL COMPLETED AND STORED TO DATE *(D+E+F)*	% *(G ÷ C)*	BALANCE TO FINISH *(C – G)*	RETAINAGE *(If variable rate)*
			FROM PREVIOUS APPLICATION *(D + E)*	THIS PERIOD					
	GRAND TOTAL								

00 62 00-22

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SECTION 00 62 00
CONTRACTOR'S CERTIFICATION

Date

(Name)
CEO / President
(Housing Authority)
(Street Address)
(City, State, Zip Code)

Re: (Title of Project)
(Project Location)
(Project No.)

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

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

(2) Payments to subcontractors and suppliers have been made from previous payments received under the Contract, and timely payments will be made from the process of the payment covered by this certification; in accordance with subcontractor agreements; and,

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

_____
Company

_____
Name

_____
Title

_____
Date

SECTION 00 62 00
AFFIDAVIT AND WAIVER OF LIEN

_____ FINAL _____ PARTIAL

STATE OF _____ }
} SS:
COUNTY OF _____ }

_____ being duly sworn states that he is the _____
of _____ having contracted with
_____ _____ to furnish
_____ for a project known as
_____, located at _____,
owned by _____ and does further state:

Partial Waiver: That the balance due from the Owner is the sum of
_____ _____ dollars
($_____)

_____ Receipt of which is hereby acknowledged.

Final Waiver: That the final balance due from the Owner is the sum of
_____ _____ dollars
($_____)

_____ Receipt of which is hereby acknowledged.

Therefore, the undersigned waives and releases unto the Owner of said premises any and all lien or claim whatsoever on the above-described property and improvements thereon on account of labor and material or both, furnished by the undersigned thereto, and further certifies that no other party has any claim or right to a lien on account of any work performed or material furnished to the undersigned for said project, and within the scope of this affidavit and waiver.

COMPANY NAME

_____
Signature Title

ACKNOWLEDGMENT

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public, personally appeared the above-named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _____ day of _____, 20_____

_____
Notary Public Signature

My Commission Expires: _____

SECTION 00 64 00
AFFIDAVIT OF COMPLETION

I, ___(name)___ , President of ___(company name)___, certify that all work has been completed in accordance with the terms and Contract Documents for the __(type of work as stated in Contract)__ at ____(address)_____ by __(company name)___ and further state that, to the best of my knowledge and belief, all claims for materials, labor and equipment, or any work performed by subcontractors, have been fully paid.

(signature)_____
(name and title)
(name of company)

ACKNOWLEDGMENT

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public, personally appeared the above-named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _____ day of _____, 20_____

_____
Notary Public Signature

My Commission Expires: _____

SECTION 00 64 00
CONTRACTOR'S CERTIFICATE OF GUARANTEE

Date

(Name)
CEO / President
(Housing Authority)
(Street Address)
(City, State, Zip Code)

Re: (Title of Project)
(Project Location)
(Project No.)

Dear

In accordance with the Contract Documents for the above-referenced project, we as the General Contractor do herein guarantee the following:

1. All materials, equipment and workmanship are as specified and/or shown on the drawings or as amended by change orders, field orders or contract modifications.
2. If in the course of one year (or other extended time as specified) from the date of substantial completion, the materials, equipment or workmanship fails to perform in a satisfactory manner, we will correct, repair or replace said materials, equipment or workmanship to perform in a satisfactory manner.
3. Notifications to correct, repair or replace shall be from the Owner, in writing to the Contractor.
4. Failure to take appropriate action within seven (7) days after written notification shall be automatic authorization for the Owner to have the corrections made at the expense of the undersigned.

ATTEST: _____
(Signature of an officer of the Contractor)

_____
(Type name and title of signatory)

_____
(Type name of company)

State of: _____, County of: _____

ACKNOWLEDGMENT

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public, personally appeared the above-named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _____ day of _____, 20_____

_____
Notary Public Signature

My Commission Expires: _____

SECTION 00 64 00
LETTER OF RELEASE

Date

(Name)
CEO / President
(Housing Authority)
(Street Address)
(City, State, Zip Code)

Re: (Title of Project)
(Project Location)
(Project No.)

Dear

As per HUD requirements (7460.8, Rev.-1 1/93) we hereby release and certify to the following:

1. The work has been completed in accordance with the Contract Documents (drawings and specifications) including all modifications, field orders and change orders.
2. The total and final amount of the Construction Contract is $_____ (original Contract plus all change orders).
3. The final payment that is due under this Contract is $_____, and there are no separately stated amounts of any unpaid bills or unsettled claims against the Public Housing Authority or its agents.
4. The Public Housing Authority is herein released of all claims except the final payment.
5. Wages paid to laborers and mechanics were consistent with the wage rate requirements of the Contract and there are no outstanding claims for unpaid wages.

ATTEST: _____
(Signature of an officer of the Contractor)

_____
(Type name and title of signatory)

_____
(Type name of company)

State of _____, County of _____

ACKNOWLEDGMENT

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public, personally appeared the above-named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _____ day of _____, 20_____

_____
Notary Public Signature

My Commission Expires: _____

AIA® Document G707™ – 1994

Consent of Surety to Final Payment

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR:

CONTRACT DATED:

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO OWNER: *(Name and address)*

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

, SURETY,

on bond of
(Insert name and address of Contractor)

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

Attest:
(Seal)

(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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040511 ACD44

SECTION 00 64 00
FORM OF CONTRACTOR'S CERTIFICATE AND RELEASE

FROM: (name of contractor)

TO: (name of owner)

REFERENCE: CONTRACT NO. ENTERED INTO THE DAY OF , 20 , BETWEEN THE (name of Owner) OF (city) (state), HEREINAFTER CALLED THE PHA, AND (name of Contractor) OF (city) (state) HEREINAFTER CALLED THE CONTRACTOR, FOR THE (type of construction) OF (name of project), PROJECT NO. , LOCATED IN (city) (state).

K N O W A L L M E N B Y T H E S E P R E S E N T S :

1. The undersigned hereby certifies that there is due and payable under the Contract and duly approved Change Orders and modifications the undisputed balance of $_____.

2. The undersigned further certifies that, in addition to the amount set forth in paragraph 1 hereof, there are outstanding and unsettled the following items which he claims are just and due and owing by the PHA to the Contractor:

   (a) _____
   (b) _____
   (c) _____
   (Itemized claims and amounts claimed. If none, so state.)

3. The undersigned further certifies that all work required under this Contract including work required under Change Order numbered _____ has been performed in accordance with the terms thereof, and that there are no claims of laborers or mechanics for unpaid wages arising out of the performance of this Contract, and that the wage rates paid by the Contractor and all subcontractors were in conformity with the Contract provisions relating to said wage rates.

4. The undersigned further certifies that all subcontractors and material suppliers (of whatever tier) have been fully paid and that they have no claims under the Contract, except:

Name	Amount
(a)	
(b)	
(c)	

5. Except for the amount stated in paragraphs 1 and 2 hereof, the undersigned has received from the PHA all sums of money payable to the undersigned under or pursuant to the aforementioned Contract or any change or modification hereof.

6. That in consideration of the payment of the amount stated in paragraph 1 hereof, the undersigned does hereby release the PHA from any and all claims arising under or by virtue of this Contract except the amounts listed in paragraph 2 hereof; provided, however, that if for any reason the PHA does not pay in full the amount stated in paragraph 1 hereof, said deduction shall not affect the validity of this release, but the amount so deducted shall be automatically included under paragraph 2 as an amount which the Contractor has not released but will release upon payment thereof. The Contractor further certifies that, upon payment of the amounts listed in paragraph 2 hereof, and of any amount which may be deducted from paragraph 2 hereof, he will release the PHA from any and all claims of any nature whatsoever arising out of said Contract or modification thereof, and will execute such further releases of assurances as the PHA may request.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____ _____ day of _____, 20____.

_____
Name of Contractor (SEAL)

_____
Signature and Title of Officer

_____, being first duly sworn on oath, deposes and says, first, that he is
(Affiant)

the _____ of the _____, and second, that he has read
(Title) (Name of Contractor)

the foregoing Certificate and Release by him subscribed as _____ of the
(Title)

_____.
(Name of Contractor)

SECTION 00 70 00
GENERAL CONDITIONS

THE GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS - PUBLIC HOUSING PROGRAMS, HUD-5370 (1/2014), ARE HEREBY MADE A PART OF THE CONTRACT DOCUMENTS, EXCEPT AS THEY MAY BE MODIFIED BY SECTION 00 80 00 SUPPLEMENTARY GENERAL CONDITIONS AND THE SPECIFIC PROVISIONS OF THESE DOCUMENTS

REFER TO INSERT:

HUD-5370 (1/2014), PAGES 1-19

END OF SECTION

General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 1/31/2027)

Applicability. This form is applicable to any construction/development contract greater than $250,000.

Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number.

	Clause	Page		Clause	Page
1.	Definitions	2		**Administrative Requirements**	
2.	Contractor's Responsibility for Work	2	25.	Contract Period	9
3.	Architect's Duties, Responsibilities and Authority	2	26.	Order of Precedence	9
4.	Other Contracts	3	27.	Payments	9
	Construction Requirements		28.	Contract Modifications	*10*
5.	Preconstruction Conference and Notice to Proceed	3	29.	Changes	10
6.	Construction Progress Schedule	3	30.	Suspension of Work	11
7.	Site Investigation and Conditions Affecting the Work	3	31.	Disputes	11
8.	Differing Site Conditions	4	32.	Default	11
9.	Specifications and Drawings for Construction	4	33.	Liquidated	12
10.	As-Built Drawings	5	34.	Termination of Convenience	12
11.	Material and Workmanship	5	35.	Assignment of Contract	12
12.	Permits and Codes	5	36.	Insurance	12
13.	Health, Safety, and Accident Prevention	6	37.	Subcontracts	13
14.	Temporary Buildings and Transportation Materials	6	38.	Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms	13
15.	Availability and Use of Utility Services	6	39.	Equal Employment Opportunity	13
16.	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	6	40.	Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968	14
17.	Temporary Buildings and Transportation Materials	7	41.	Interest of Members of Congress	15
18.	Clean Air and Water	*7*	42.	Interest of Members, Officers, or Employees and Former Members, Officers, or Employees	15
19.	Energy Efficiency	7	43.	Limitations on Payments Made to Influence	15
20.	Inspection and Acceptance of Construction	7	44.	Royalties and Patents	15
21.	Use and Possession Prior to	8	45.	Examination and Retention of Contractor's Records	15
22.	Warranty of Title	8	46.	Labor Standards-Davis-Bacon and Related Acts	15
23.	Warranty of	8	47.	Non-Federal Prevailing Wage Rates	19
24.	Prohibition Against Liens	9	48.	Procurement of Recovered Materials	19

1. Definitions

(a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.

(b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.

(c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.

(d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.

(e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.

(f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Terms and Conditions (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.

(g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.

(h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.

(j) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.

(l) "Work" means materials, workmanship, and manufacture and fabrication of components.

2. Contractor's Responsibility for Work

(a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.

(b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [ ] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.

(c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.

(f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.

(g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.

(h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

(a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.

(b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, **Schedule** engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.

(c) The Architect's duties and responsibilities may include but shall not be limited to:

(1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;

(2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;

(3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,

(4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

The PHA may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with PHA employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by PHA employees

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

(a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.

(b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

6. Construction Progress

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

7. Site Investigation and Conditions Affecting the Work

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads;(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.

(b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

8. Differing Site Conditions

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. Specifications and Drawings for Construction

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown" "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".

(d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

(h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.

(i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

10. As-Built Drawings

(a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."

(b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.

(c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

11. Material and Workmanship

(a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) Approval of equipment and materials.

(1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.

(3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.

(4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.

(5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.

(6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.

(c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

12. Permits and Codes

(a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any

waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

(b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

13. 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 his/her 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 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; 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 CFR Part 1904.

(d) The Contracting Officer 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 Contracting Officer 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 the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

15. Availability and Use of Utility Services

(a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.

(b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.

(d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.

(e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

(f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.

(g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.

(h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels **Construction** when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.

(i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.

(j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

(k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

17. Temporary Buildings and Transportation of Materials

(a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

18. Clean Air and Water

The contactor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

19. Energy Efficiency

The Contractor shall comply with mandatory 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 (Pub.L. 94-163) for the State in which the work under the contract is performed.

20. Inspection and Acceptance of

(a) Definitions. As used in this clause -
(1) “Acceptance” means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.
(2) “Inspection” means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
(3) “Testing” means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.

(d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer’s written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.

(e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The PHA may conduct routine inspections of the construction site on a daily basis.

(g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.

(i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the **Construction** PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

21. Use and Possession Prior to Completion

(a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

23. Warranty of

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of _____ (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.

(b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defects of equipment, material, workmanship or design furnished by the Contractor.

(c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.

(d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.

(e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed in writing, for the benefit of the PHA; and,

(3) Enforce all warranties for the benefit of the PHA.

(g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

(h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.

(i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.

(j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

24. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

Administrative Requirements

25. Contract Period

this contract within calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Provisions

accordance with the terms and conditions of the

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

27. Payments

retain ten (10) percent of the amount of progress

(a) The PHA shall pay the Contractor the price as provided in this contract.

(b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.

(c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

(d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved

submitted not later than _____ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

(e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:

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

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

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in

subcontract.

Name:

Title:

Date:

(f) Except as otherwise provided in State law, the PHA shall

payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.

(g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

(h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.

(i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.

(j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.

(k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

28. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

(c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

29. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
(1) In the specifications (including drawings and designs);
(2) In the method or manner of performance of the work;
(3) PHA-furnished facilities, equipment, materials, services, or site; or,
(4) Directing the acceleration in the performance of the work.

(b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

(1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.

(2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.

(3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change. The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

(g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.

(h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.

(i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.

(j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

30. Suspension of Work

(a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

31. Disputes

(a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

(c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.

(d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.

(e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.

(f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

32. Default

(a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to

proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

(b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

33. Liquidated Damages

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of $ _____ Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.

(b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the PHA in completing the work.

(c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

34. Termination for Convenience

(a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.

(b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.

(c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.

(d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

35. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the PHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

36. Insurance

(a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than $ _____ [Contracting Officer insert amount]

per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non -owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than $ _____ [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

37. Subcontracts

(a) Definitions. As used in this contract -

(1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

(2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

(b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.

(c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

(d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

(e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

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

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

(c) 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;

(d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and

(e) 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.

39. Equal Employment Opportunity

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

(a) The Contractor/Seller shall not discriminate against any employee or applicant for employment because of of race color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(b) The Contractor/Seller shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training,including apprenticeship

(c) The Contractor/Seller agrees to post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
(d) The Contractor/Seller shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
(e) The Contractor/Seller shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
(f) The Contractor/Seller shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
(g) The Contractor/Seller shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor/Seller shall 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.

(h) In the event of a that the Contractor/Seller is in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor/seller may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(i)The contractor/seller will include the provisions of paragraphs (a) through (h) 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 sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions in cluding sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

(j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

(a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 prioritization requirements and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).
(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
(e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
(f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

41. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the PHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the PHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

43. Limitations on Payments made to Influence Certain Federal Financial Transactions

(a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of **Acts** Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: 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; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 a Federal contract, grant, loan, or cooperative agreement.

44. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

45. Examination and Retention of Contractor's Records

(a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 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 not exceeding $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 PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

46. Labor Standards - Davis-Bacon and Related

If the total amount of this contract exceeds $2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

(a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the development or construction of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular 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 in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall

be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all 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; and (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 HUD 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 HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

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

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in 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 of funds. 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 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 in the construction or development of the project, all or part of the wages required by the contract, 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 until such violations have ceased. HUD 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.

(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 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 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of 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, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

(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 paragraph (c) (1) of this clause 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 CFR Part 3; and

(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 requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.

(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 its designee, the Contracting Officer, 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, 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 action pursuant to 29 CFR 5.12.

(d) (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, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, 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 OATELS 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 in this paragraph, 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 journeyman 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 of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, 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 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in 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 in 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 in 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 in 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 clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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

(f) 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 29 CFR 5.12.

(g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions 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 clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.

(i) Certification of eligibility.

(1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

(j) 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, including watchmen and guards, 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 (j)(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 (j)(1) of this clause, in the sum of $27 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 (j)(1) of this clause. DOL posts current fines at: https://www.dol.gov/whd/govcontracts/cwhssa.htm#cmp

(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 (j)(2) of this clause.

(k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, 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 these provisions.

47. Non-Federal Prevailing Wage Rates

(a) 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 such non-Federal prevailing wage rate exceeds:

(1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 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 (DOL) or a DOL-recognized State Apprenticeship Agency; or

(c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

48. Procurement of Recovered Materials.

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

( ) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

SECTION 00 80 00
SUPPLEMENTARY GENERAL CONDITIONS

SUPPLEMENTS

1.01 SUPPLEMENTS

A. The following Supplements add to the "General Conditions for Construction Contracts" (HUD-5370, 01/2014). Where any article, paragraph, sub-paragraph, or clause of the General Conditions is modified or deleted by these supplements, the unaltered provisions shall remain in effect.

1.02 CONTRACTOR'S RESPONSIBILITY FOR WORK

A. In addition to the PHA, it officers and agents, clause 2, article (d) and clause 16, article (j) of the HUD General Conditions, the Contractor shall defend, indemnify and hold harmless to the fullest extent permitted by law the Owner, Architect, Architect's Consultants, and Agents and Employees of any of them from any and all loses, costs, damages, liability and expenses including reasonable attorney fees in connection with claims or suits for damage to property and/or injury to persons, including death, alleged or claimed to have been caused by or through the performance of the work or operations incidental to the work, by the Contractor, his agents or employees, or by his subcontractors of any tier, their agents or employees, whether through negligence or willful act; and the Contractor shall at the request of the Owner and/or Architect undertake to investigate and defend any and all such claims or suits against the Owner, Architect, Architect's Consultants, and Agents and Employees of any of them. The indemnification obligation under the paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or its subcontractor under Worker's Compensation Acts, Disability Acts, or other Employee Benefit Acts.

B. Refer to Hold Harmless Agreement, Form 00540-1.

1.03 DISPUTES

A. Clause 31, disputes paragraph (e), page 10 of 18, shall be changed to read as follows:

"(e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA/IHA in accordance with the PHA's/IHA's policy and procedures or (2) files suit in a court of competent jurisdiction. Such appeal must be made within thirty (30) days after receipt of the Contracting Officer's decision."

1.04 APPROVED SURETY

A. An approved surety company must be acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. See Section 10. Assurance of Completion of the "Instructions to Bidders", HUD Document HUD-5369, for further information.

1.05 INSURANCE

A. The types and amounts of insurance to be provided shall be as stated in 00 85 00 CONTRACTOR'S INSURANCE.

1.06 OCCUPATIONAL SAFETY & HEALTH ACT

A. Each Contractor and all subcontractors are hereby reminded that this project is subject to the procedures and regulations of the Williams-Stegler Occupational Safety & Health Act, current edition with pertinent amendments.

B. Each Contractor and all subcontractors are further reminded that the implementation of the procedures and regulations pertaining to the above-mentioned act are his complete responsibility. Neither the Owner, nor the Architect, shall be responsible for enforcement violations thereof, or the legal consequences resulting from violations thereof.

1.07 CODES

A. All work on this project shall be in accordance with all applicable federal, state and local codes and regulations having jurisdiction over this project.

1.08 CONTRACT DOCUMENTS

A. Where a deviation from the Contract Documents is permitted by the Architect with regard to any portion of the services, materials, labor and/or equipment required for the work, such permission shall not be construed to be a precedent for the handling of any subsequent interpretation or application of the provisions of the Contract Documents.

B. All portions of the Contract Documents are intended to cooperate and agree. If the Drawings disagree within themselves or with the Specifications, the better quality or greater quantity of work or materials shall be estimated upon and, unless amended in writing, shall be provided. Any discrepancy between portions of the Contract Documents shall be brought to the Architect's attention. The Architect will provide a written interpretation or resolution which will become part of the Contract Documents.

C. Anything shown on the Drawings and not mentioned in the Project Manual or vice versa must be furnished by the Contractor without extra compensation. Furthermore, if any materials or work is required which is absolutely necessary to carry out the full meaning and intent of the Drawings and Specifications, the Contractor hereby agrees to consider and allow for the same as fully as if they are so noted and to perform the work without extra charge or claim for extra compensation.

D. The Contractor is not to scale the Drawings to establish an intended dimension or to presume any dimension not given. However, if a conflict exists between the drawing scale and the noted dimension, generally the written dimension shall govern. Any discrepancy related to drawing scale and dimensions, or any missing dimensions, shall be brought to the Architect's attention for resolution.

E. The Specifications are, in part, of the brief or "streamlined" type and include incomplete sentences. Words "as per" shall mean "in accordance with". Words "shall" or "shall be" are inferred where a colon(:) is used within a sentence or phrase. Words "provide" and "work" shall mean furnish, install and connect up complete, in operative condition and ready for use, all materials, equipment, apparatus and required appurtenances of the particular item to which it has reference. Whenever the words "approved", "satisfactory", "directed", "submitted", "inspected", or similar words or phrases are used, it shall be assumed that the word "Architect" follows the verb as the object of the clause, such as "approved by the Architect" and "submitted to the Architect".

1.09 CONTRACTOR'S RESPONSIBILITY FOR WORK

A. Equipment, Final Connections, Etc.: Unless otherwise shown and/or selected, all special furnishings and/or equipment will be furnished and installed by the equipment contractor. Each equipment vendor shall furnish all switches, outlet boxes, trim, safety devices, tail pieces, etc., unless specifically noted otherwise. Unless otherwise noted, the Contractor will bring services to indicated locations and make final connections to all equipment, and this will include labor and material from the rough-in location to tail pieces, outlet boxes, etc.

B. Adjustment to Building Conditions: The locations and arrangement of the various parts of the installations are indicated on the Drawings and the parts shall be installed as approximately shown thereon. Any change necessary to pass immovable obstructions shall be made by the Contractor without additional cost. Under no circumstances shall any sizes be decreased or changes be made in any part of the installation without the written consent of the Architect.

C. Anchor Bolts, Sleeves, Etc.: Where any equipment to be installed requires anchor bolts or frames to be cast in concrete, these shall be furnished by the respective subcontractor whose equipment requires same for other trades to install. The equipment subcontractor shall coordinate such anchor installations to insure proper positioning.

Each subcontractor to install steel pipe or sheet metal sleeves at all locations where their installation will require the penetration of a concrete or masonry wall, floor or roof structure. Where such installations penetrate a wall, floor or roof which is fire rated, subcontractor is to provide a fire-stopping assembly approved for use for items scheduled to penetrate the structural assembly. Where portions of the fire-rated assembly or any sleeves are required to be set or cast-in-place by another trade, the aforementioned subcontractor to provide all required materials and coordinate the layout and installation of these materials.

D. Lifting Devices and Hoisting Facilities: Each subcontractor shall provide his own cranes, hoists, towers, and other lifting devices necessary for the proper and efficient movement of his materials; provide qualified operating personnel for equipment as required; provide equipment with proper guys, bracing and other safety devices as required by federal, local or state codes; and remove towers and hoisting equipment when they are no longer needed.

E. Barricades and Warnings: Each Contractor shall construct and maintain all barricades as required to provide protection to the public and to the work. Danger signals, warning signs, red flags, lanterns and lights shall be provided and maintained as needed. All the above shall comply with all applicable codes and ordinances.

F. Temporary Bracing: At all times during the construction and/or erection of the project and/or its component parts, prior to the completion of the structural frame of this project and/or the placement and permanent connection of the component members of the structural frame, each contractor shall provide, install and maintain properly designed and constructed temporary bracing of adequate strength to prevent dislocation, distorting, cracking, falling of, or any other damage to their work on the project and/or its component parts due to excessive wind forces.

G. Lead Paint: No lead-based paint shall be used on this project, and no new material or product that contains lead-based paint shall be used on this project.

Per EPA regulations, in all renovation, repair, and painting jobs on pre-1978 housing and child-occupied facilities, Contractor must be certified by the EPA to conduct lead-based paint activities and renovations and utilize lead-safe work practices.

H. Asbestos Materials: No asbestos or asbestos-containing materials or products shall be used on this project. Further, the Architect and/or the Owner shall have the right to demand from the Contractor, subcontractor, material supplier and/or manufacturer a dated, signed and notarized certification stating that the building product contains no asbestos materials. Failure or refusal on the part of the Contractor, subcontractor, material supplier or manufacturer to furnish said certification shall be just cause to withhold future payments or release of retainage to the Contractor.

I. Cleaning Up: In addition to the requirements of the General Conditions, the General Contractor shall do the following cleaning for all trades at the completion of the work in accordance with Section 01 34 00 CUTTING AND PATCHING and Section 01 74 00 CLEANING.

Cleanup shall be accomplished in all areas of work and in areas affected by the work as described herein and in Contract Documents.

In order to protect residents during the construction process, the Contractor shall clean the site at the conclusion of each work day and render same free from debris and construction materials not incorporated in the work.

1.10 MATERIAL AND WORKMANSHIP

A. Specified Products: Products are generally specified by ASTM or other referenced standard, and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product or manufacturer as specified as being equally acceptable. The Contractor has the option of using any product and manufacturer combination listed. (When only one product and manufacturer is specified, this is the basis of the Contract, without substitution or exception). Where "or equal" or "or equal as approved by the Architect" or "Architect approved equal" is used in the Specifications, it shall mean that, prior to using the product on the project, it has been approved by the Architect in writingthrough the same process described for substitutions.

B. Color Selection: Unless the precise color is specifically described in the Contract Documents, whenever a choice of color is desired, submit accurate color charts and samples to the Architect for review and selection.

C. Availability of Specified Items: Verify, prior to bidding, that all specified items will be available in the time table required for orderly and timely installation so as not to impede the progress of the

work. In the event specified item or items will not be available, so notify the Architect a minimum ten (10) working days prior to receipt of bids

D. Sales Tax Statement: All Materials purchased by the Contractor and/or subcontractor for construction, which become affixed to the realty, WILL NOT BE SUBJECT TO STATE SALES TAX.

1.11 SUBSTITUTIONS

A. The Contract is based on the products, materials, equipment and methods described in the Contract Documents. The Architect will consider proposals for substitutions for materials, equipment and methods only when such proposals are accompanied by full and complete technical data and all other information required by the Architect to evaluate the proposed substitutions.

B. Do not substitute materials or methods, unless such substitution has been specifically approved for this work by the Architect in writing. Such requests for submittals and substitutions must be submitted in time for Architect to evaluate – a minimum ten (10) working days prior to bid due date. After bid award, product substitutions will be allowed as per section 01 60 00 SUBSTITUTIONS.

1.12 WARRANTIES AND GUARANTEES

A. Each Contractor shall guarantee his work for a period of one (1) year from the date of Substantial Completion except where a longer guarantee is specified. Neither the final certificate of payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for negligence, faulty material or workmanship within the extent and period provided by said guarantees or by law, whichever is longer.

B. The guarantee period shall begin on the date of substantial completion of the project as identified on the “Certificate of Substantial Completion” (AIA G704, latest edition). The Contractor's guarantee for construction shall be submitted to the Architect for the Owner on the Contractor's company letterhead in the form prescribed by the Architect.

C. Refer to individual specification sections for additional guarantee requirements which act in conjunction with the Contractor’s guarantee.

1.13 PERMITS AND FEES

A. As required by federal, state, or local codes and/or ordinances, each Contractor shall pay all costs for permits and fees required for their respective trades, and include such costs in their bids. Each bidder shall be responsible for contacting the local governing agency for such cost information. No work shall be started until all permits have been obtained and all costs and fees have been paid. The Owner will provide any state approvals required for the project unless noted otherwise in the Contract Documents.

1.14 PROJECT SUPERINTENDENT

A. The project superintendent shall be satisfactory to the Owner; thus, the Contractor shall assign a superintendent only after the Owner has reviewed the superintendent's qualifications, is aware of who the superintendent will be and approves of such. A change in the superintendent can occur only after written authorization of the Owner.

1.15 PROGRESS SCHEDULE

A. The General Contractor shall provide a progress schedule (such as bar chart) for Architect's review and shall update same as required throughout the course of the project. The Contractor shall generally conform to the most recent schedule.

1.16 ADJUSTMENTS TO THE CONTRACT

A. In accordance with Clause 29; paragraph (f), item (3) of the General Conditions: The Contractor may include an equitable percentage of profit in his proposal for changes to the Contract Price, but in no case shall the profit requested exceed the following, unless the Contractor demonstrates entitlement to a higher percentage:

Indirect Cost	Profit	Commission

To Contractor on work performed by other than its own forces	0%	0%	10%
To first tier subcontractor on work performed by its subcontractor	0%	0%	10%
To Contractor and/or the sub-contractor for that portion of the work performed with their respective forces	To Be Negotiated 5% Max	10%	0%

B. Not more than four percentage points will be allowed regardless of the number of tier subcontractors. The Contractor shall not be allowed a commission on the commission received by first tier subcontractor.

1.17 INDIANA SALES TAX

A. This Project is tax exempt. The successful bidder will be furnished with the PHA Tax Exempt Number for purchasing of materials pertaining to this project.

1.18 LIQUIDATED DAMAGES

A. The Contractor is responsible for completing the project within the time established in the Construction Contract as stipulated in Article 3 unless time extensions are authorized by the Architect and the Owner and documented via executed Change Order. If the work is not completed by the Contract Date, the Contractor shall be liable for liquidated damages resulting from such unexcused delays.

B. Liquidated damages shall be assessed at a rate not to exceed $200.00/per day for each calendar day the Contract Time exceeds that set forth in Article 3 of the Agreement. These liquidated damages are payable to the Owner on demand and the Owner may, at its option, be paid from any retainage owed to Contractor on the job, whether held in escrow or not, or retain the amount of such damages from any additional payments which Contractor is otherwise entitled to receive under this Agreement.

C. Liquidated damages shall reflect monetary losses by Owner as a result of the failure by Contractor to complete the work by the Contract Date related to the daily cost to relocate some of the residents. The Architect will review the total amount of liquidated damages being assessed and will advise both Owner and Contractor as to his opinion whether the amount of damages established by the Owner is reasonable.

D. Contractor agrees that the maximum liquidated damages amount established herein is reasonable. Contractor further agrees that it will pay assessed liquidated damages to Owner upon request together with Owner's costs of collection, including but not limited to its attorney's fees and expenses.

E. When a change in Contract Time is approved which was the result of a delay caused by the Contractor, or by his failure to act on a timely basis or subcontractors actions, he shall have no claim against the Owner or Architect for an increase in the Contract Sum, nor a claim against the Owner or Architect for a payment or allowance of any kind for damage, loss or expense resulting from such delay. The only remedy available to the Contractor shall be the aforementioned modification of Contract Time.

1.19 PRE-CONSTRUCTION CONFERENCE

A. A pre-construction conference will be scheduled within fifteen(15) working days after official notification of the Contract Award.

B. In addition to the bond requirements noted under 00 21 00 SUPPLEMENTAL INSTRUCTIONS TO BIDDERS, paragraph 5, at the time of the pre-construction conference, the Contractor shall submit one original and one copy of each of the following to the Owner:

_____ Hold Harmless Agreement.

_____ Certificate of Insurance for Contractor and all subcontractors and their sub-subcontractors.

_____ Contractor's Section 3 recruitment plan and supporting information.

_____ Section 3 Compliance and Business Concern Acknowledgment Explanation.

_____ E-Verify Affidavit.

_____ Contractor's Notification of Subcontracts Awarded.

_____ Certificate from Contractor Appointing Officer or Employee to Supervise Payment of Employee.

_____ Request for Acceptance of Subcontractor (one for each subcontgractor and sub-subcontractor).

_____ Non-Collusive Affidavit for Subcontractor and their sub-subcontractors (one for each subcontractor and sub-subcontractor).

_____ Schedule of Construction (bar graph preferred, 3 copies).

_____ Schedule of Amounts for Contract Payments (AIA G703). The Contractor shall submit to the Architect a schedule of values allocated to the various portions of the work, prepared on AIA G703 and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used only as a basis for the Contractor's applications for payment.

1.20 PAYMENTS AND COMPLETION

A. On or about the fifteenth day of each month (or as agreed upon by all parties at the Pre-Construction Conference), the Owner will pay to the Contractor ninety percent (90%) of the value of all work performed and all materials suitably stored on the site, up to the first day of the previous month less the aggregate of previous payments. No payments will be made for materials stored off site. In order to be considered timely, Contractor shall submit the following to Architect via email, unless noted otherwise, no more than four (4) working days after the first day of the month:

_____ Invoice utilizing latest revised edition of AIA Documents G702 and G703 (sample on page 00 62 00-20 and 00 62 00-21).

_____ Form CC-257 Monthly Employment Utilization Report (sample on pages 00 62 00-18 and 00 62 00-19).

_____ Contractor's Invoice Form (at Contractor's option).

_____ Contractor's Certification as required by Paragraph 27(e) of General Conditions for Construction Contracts (sample on page 00 62 00-22).

_____ Partial waivers of lien from Contractor for the current month's pay request and each and all subcontractors for the previous month's payment.

_____ Contractor's Section 3 recruitment report and supporting information.

B. The following forms shall be completed weekly and forwarded to the Owner:

1. Two (2) sets of either Form WH-348 Statement of Compliance (sample on pages 00 62 00-15 thru 00 62 00-16) for computer payroll systems, or two (2) set of U.S. Department of Labor Form WH-347 Payroll Form (sample on pages 00 62 00-17 thru 00 62 00-21) for manual payroll systems.

C. After final inspection and acceptance of the work by the Architect and the Owner, the Contractor shall submit for final payment. Final payment will be paid sixty (60) days after the following close-out documents are received:

_____ Final Request for Payment, AIA Documents G702 and G703 (sample on pages 00 62 00-20 thru 00 62 00-21).

_____ Final waivers of lien from Contractors and all subcontractors.

_____ Contractor's Certification as required by Paragraph 27(e) of General Conditions for Construction Contracts (sample on page 00 62 00-22).

_____ Affidavit of Completion (refer to page 00 64 00-1).

_____ Contractor's Certificate of Guarantee (refer to page 00 64 00-2)

_____ Contractor's Letter of Release (refer to page 00 64 00-3).

_____ Consent of Surety Company to Final Payment (refer to page 00 64 00-4).

_____ Form of Contractor's Certificate and Release (refer to pages 00 64 00-5 and 00 64 00-6).

_____ All manufacturer's warranties.

_____ All operation/maintenance manuals.

_____ Record drawings ("as-builts").

_____ Signed receipt (by Owner) indicating all "attic stock" material has been received by Owner in accordance with item 1.28 below.

_____ Letter from local building department stating that all permits are closed that relate to this work. (NOTE: If no permit was required, Contractor must submit a letter from the local building department stating that no permit was required.)

_____ Final Section 3 report, indicating total amount paid to each Section 3 resident.

1.21 LIENS

A. The Contractor and subcontractors are prohibited from placing a lien on the PHA property.

B. Partial lien waivers must be submitted with each Periodical Estimate showing proof of payment for labor and materials. A final lien waiver is required upon completion of payment to same. All lien waivers must be submitted in original form with notarized signatures.

1.22 RETAINAGE

A. The Retainage withheld shall be 10%. When the project is 50% complete, the Contractor may request that no future retainage be withheld. If, in the opinion of the Architect/Engineer, the Contractor's work has been satisfactory to date, this request will be approved.

1.23 OFF-SITE STORAGE

A. The Owner shall not pay for any materials which are stored off the site, unless the Housing Agency is listed as additionally insured.

1.24 BUY AMERICAN

A. Contractor shall, wherever possible, follow the "Buy American" regulations as set forth by HUD in Section 1605 of the Recovery Act.

1.25 SECTION 3 IMPLEMENTATION

A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. The Contractor will send to each labor oranization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitment under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistances, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

F. The Contractor will complete the "Statement of Compliance Certification" prior to beginning the project. A copy of the statement is included in this Specification.

1.26 RECORD DRAWINGS/OPERATION & MAINTENANCE MANUAL

A. At the completion of the project, each Contractor shall submit a set of prints which have been marked in red to indicate all changes made which deviate from the original Contract documenting construction.

B. The Contractor shall furnish a complete set of operation/maintenance manuals to the Architect for Owner's use. See Section 01 72 00 PROJECT RECORD DOCUMENTS for further requirements.

1.27 PROGRESS MEETING

A. The Owner may request at will that all principals of performing contractors be gathered in a meeting for the purpose of discussion relating to work progress, coordination of operation delays, clarification, time schedules, etc. Notification will be issued by an authorized person and attendance will be mandatory ... one (1) per every other week (maximum).

1.28 ATTIC STOCK

A. All opened cartons, paint cans and non-returnable items shall be turned over to the Owner. Also, refer to each Specification section for additional requirements. Unless Indianapolis Housing Agency is listed as an additionally insured, the Contractor provides a bill of sale and the materials are separate from inventory and labeled "Property of IHA".

END OF SECTION

SECTION 00 85 00
CONTRACTOR'S INSURANCE

PART 1 GENERAL

1.01 SCOPE

A. Contractor shall be required to carry insurance including but not limited to:
   Workers' Compensation
   General Liability
   Automobile Liability
   Umbrella Liability
   Aircraft Liability (if applicable)
   Builder's Risk/Property Insurance

B. Proof of Carriage of Insurance
   1. Certificates of Insurance:
      a. The Contractor shall submit two (2) certificates of insurance to the Architect. To provide evidence of coverage, utilize the latest edition ACORD Certificate of Insurance Form 25 or Form 25S showing the requisite insurance limits. Insurance shall be placed with satisfactory carriers (Best Rating of A or better) licensed in the state where the work is to be performed, and countersigned by a resident in that state. Certificates are required from Contractor and all subcontractors.
      b. The Contractor's certificate should specifically reference the project and also show evidence of coverage for explosion, collapse, and underground liability, as well as Independent Contractor's Liability.
      c. Certificates are to include a statement that the additional insured parties are to be expressly endorsed onto the policy as cancellation notice recipients.
      d. No work will be performed on the project until the Contractor's certificates of insurance showing the required insurance is in force and until such insurance has been approved by the Owner and Architect.
      e. The Contractor shall take responsibility for obtaining and submitting subcontractors' certificates of insurance evidencing the same coverage and limits of liability required of the Contractor prior to the subcontractor beginning work on the project.
   2. Notice Upon Renewal: When renewing insurance coverage during the course of the project, it will be the Contractor's responsibility to provide the Owner with written certification 15 days prior to the policy expiration date. The Contractor shall provide the Architect with a copy of a Binder of Insurance listing coverage limits and any endorsements. Allowing the insurance to expire constitutes negligence on the part of the Contractor and shall be grounds for the Owner to immediately stop the work. Furnish copies of any endorsements that are subsequently issued amending coverage or limits.
   3. Term of Insurance Coverage: All insurance shall be maintained in full force and effect until the work has been fully and completely performed and shall remain in effect for a period of one (1) year from date of Substantial Completion.

1.02 CONTRACTOR'S INSURANCE

A. All such policies and insurance will name the Owner and Architect as additional insured parties as pertains to work performed at the site, and certificates endorsing the same shall be forwarded to each party. Contractor's insurance shall be primary and contractor's policies and certificates of insurance shall include such language.

B. The types and amounts of insurance to be provided for by the Contractor shall be adequate for the project. However, the following are minimums unless agreed to in writing by both the Owner and Architect:
   1. Worker's Compensation Insurance:
      a. The Contractor shall provide worker's compensation and occupational disease insurance including employer's liability. Such policy shall specifically include coverage

in the state in which the work is to be performed. The employer's liability limit shall be a minimum of:

$100,000 Each Accident
$500,000 Policy Limit
$100,000 Each Employee

The Worker's Compensation policy shall contain the following endorsement, unless specifically prohibited by compensation insurance authorities having jurisdiction:

"Whereas, Contractor may undertake to perform work for the Owner, and whereas, said Owner may exercise some degree of jurisdiction or control over the employees of Contractor engaged in such work, it is agreed that, subject to the conditions and limitations of this policy, said Owner is named as an additional insured employer under this policy, but only as respects employees of Contractor whose names appear on the payroll records of Contractor while performing such work for said company."

2. General Liability Insurance:
   a. The Contractor shall maintain a commercial general liability form of insurance with minimum limits (or higher limits if required by the umbrella liability carrier to satisfy underlying requirements) of:

      $2,000,000 General Aggregate (Per Project Aggregate Endorsement)
      $2,000,000 Products/Completed Operations Aggregate
      $1,000,000 Personal & Advertising Injury
      $1,000,000 Each Occurrence

   b. General Liability Insurance to include Owner and Architect as additional insured, including products/completed operations, on a primary/non-contributory basis. This additional insured coverage to be provided under ISO CG 20 10 11/85 or an equivalent endorsement.
   c. The policy shall include:
      1) Contractor's operations coverage,
      2) Independent contractor's protective liability on a "blanket" basis to cover the operations of any Subcontractor,
      3) Completed operations coverage,
      4) Blanket broad form contractual liability coverage shall be obtained specifically to include coverage for the "hold harmless" clause contained elsewhere in the Contract, and evidence of this coverage shall appear on the certificate (Contractual Liability Coverage at least as broad as coverage provided under ISO CG 00 01 12/07),
      5) Personal injury liability including employees,
      6) Broad form property damage liability including completed operations (to be specifically noted on the certificate), and
      7) Explosion, collapse, and underground liability.
3. Automobile Liability Insurance:
   a. Contractor shall maintain comprehensive automobile liability insurance with minimum limits of $1,000,000 (Combined Single Limit) BI/PD each accident. The automobile liability insurance must include coverage for all owned, non-owned, and hired automobiles.
4. Umbrella Liability Insurance:
   a. An umbrella policy shall be furnished in the minimum amount of $5,000,000 per occurrence with a $5,000,000 aggregate limit.
5. Aircraft Liability Insurance (if applicable):
   a. If any aircraft is to be used by the Contractor in connection with this Contract either as a conveyance to or from the location of the job site or for use in the course of construction, liability insurance in amounts acceptable to the Owner shall be obtained by the Contractor, and this liability coverage shall be shown on the insurance certificate.
6. Builder's Risk/Property Insurance:

a. The Contractor shall maintain "All Risk" insurance (Builder's Risk Completed Value Form Insurance) which shall include, but not be limited to, fire, lightning, extended coverage perils, vandalism and malicious mischief, collapse, water damage from bursting pipes, and theft of building materials from the job site upon the modernization which is the subject of this Contract. Coverage shall extend to materials stored off-site or in route to the site, purchased solely for the project.

b. Coverage shall include items of labor and materials connected therewith whether in or within 100 feet of the structure insured, materials in place or to be used as part of the permanent construction, including surplus materials, protective fences, bridges, temporary structures, miscellaneous materials and supplies incidental to the work, and such scaffolding, staging, towers, forms, and equipment which is not owned or rented by the Contractor, the cost of which is included in the cost of the work.

c. The Contractor shall provide insurance coverage for portions of the work stored off-site and also for that portion of the work in transit that is not covered by the Builder's Risk policy. The Owner and Contractor waive all rights against each other for damages caused by the perils covered by such insurance.

d. Furthermore, it is the Contractor's responsibility to insure himself against those claims for theft, vandalism and other such items which are not covered in the Builder's Risk Policy. Each Contractor shall at his own expense insure himself against claims for the theft and vandalism of materials and equipment including items owned, leased or borrowed, stored on the site in trailers, buildings, etc., which are not intended to become a permanent part of the work.

e. The policy shall insure the Owner and shall also include the interest of the Contractor, subcontractors, and sub-subcontractors during the course of construction until completed and accepted by the Owner.

f. Loss, if any, is to be adjusted both with and payable to the Owner as trustee for the insured parties as their interest may appear, except in such cases as may require payment of all or a portion of such insurance to be made to the mortgagee, as his interest may appear. The Contractor shall pay any deductibles.

g. Exclusions: The insurance does not cover any tools owned by mechanics or any tools, equipment, scaffolding, staging, towers, and forms owned or rented by the Contractor (the capital value of which is not included in the cost of the work) or Contractor’s sheds or other structures that are erected for housing the workmen.

h. Subrogation Clause: It is hereby stipulated that this insurance shall not be invalidated should the insured waive in writing prior to a loss any and all such rights of recovery against any party for any loss occurring to the property described herein.

END OF SECTION

DIVISION I
General Requirements

SECTION 01 10 00
SUMMARY OF WORK

PART 1 GENERAL

1.01 SCOPE

A. The scope of work includes providing all labor, tools, equipment, materials and supervision necessary to complete the work as follows:
   1. The existing fire alarm system is to be replaced throughout the entire building with a new voice evacuation fire alarm system. The existing fire alarm is to stay operational during construction. Once the new fire alarm has been commissioned, the old fire alarm shall be removed entirely, including all unused wiring, conduit, devices, etc.
   2. An emergency responder radio system coverage test shall be done on the entire building, and the results provided in a report to the Owner and Architect.
   3. Additionally, 5% of the apartment units (13 units) will be completed as sensory-impaired units. The Owner will designate which units are to be the imparied units.
   4. The fire alarm shall include capacity to allow for the addition of speaker notification to the interior of each apartment unit. Each unit will require two speakers, one in the bedroom and one in the living room.

1.02 JOB REQUIREMENTS

A. The requirements set forth in Division 0 (Bidding and Contract Requirements) shall apply to all Contractors and/or Subcontractors.

B. Throughout the body of the documents, the terms “General Contractor”, “Contractor”, Subcontractor”, etc., are used, and these terms shall indicate general and specific areas of responsibility. No “request for extra” will be entertained from any Contractor which arises out of interpretation of this language. The work will be bid and pursued under one (1) General Construction Contract.

C. Products not specified but meeting the specifications may be incorporated in the work provided they are approved in advance by the Architect.

D. Throughout the body of the specifications, from time to time, work required in one section and/or division of work is referred to from another section and/or division of work. All bidders are required to refer to all divisions of these specifications.

E. The Contractor shall notify the Architect of the existence of any discrepancies found between the information contained in these plans and specifications and actual field conditions. Notification shall be in writing seven (7) business days prior to the Initiation of Work. Failure to do so indicates acceptance by the Contractor of the information listed.

F. This Manual was prepared in accordance with U.S. Department of Housing and Urban Development (HUD) Notice PIH 88-27 (PHA), issued September 21, 1988 and HUD regulations in effect as of this date, 24 CFR Parts 35 and 965 (sub part H), and all work shall be performed to meet these regulations.

1.03 SPECIAL REQUIREMENTS

A. All work, except as noted otherwise, may be performed from 8:00 a.m. to 5:00 p.m. Exterior work may be performed from dawn to dusk.

B. Work will be conducted in and around occupied residential buildings. The Contractor shall make every effort to keep public areas clean, safe, free of obstructions, avoid undue noise, take all necessary precautions and be responsible for the protection of the residents and their property during the course of the project.

C. At the end of each day, all work that can be completed shall be complete prior to leaving; remove all waste material, e.g. boxes, packing, debris, etc., and leave the area broom clean.

D. Nails, screws, sheet metal cut-offs and other sharp material shall be cleaned up regularly during the work. No such material shall remain at the end of the day.

E. Parking arrangements shall be arranged with the Housing Authority prior to initiation of work. If deemed necessary, construction vehicles may be required to park off site.

1.04 SEQUENCE OF CONSTRUCTION

A. The Contractor will submit a work schedule and coordinate with the Owner, to provide notification of residents four days prior to beginning work.

END OF SECTION

SECTION 01 23 00
ALTERNATES

THE CONTRACTOR SHALL STATE THE AMOUNT THAT SHALL BE ADDED TO OR DEDUCTED FROM THE BASE BID FOR EACH OF THE FOLLOWING ALTERNATES. ALL ALTERNATES SHALL INCLUDE LABOR, MATERIAL, EQUIPMENT, AND SUPERVISION FOR SPECIFIC WORK.

ALTERNATES

Alternate No. 1: Provide a price to provide a two-way communication system if the building does not meet the emergency responder coverage test requirements. ADD $_____

VOLUNTARY ALTERNATES

2.01 CONTRACTOR IS ENCOURAGED TO SUBMIT VOLUNTARY ALTERNATES FOR PROCEDURES, MATERIALS OR EQUIPMENT THAT PRODUCE SAVINGS FOR THE OWNER. EACH VOLUNTARY ALTERNATE IS TO BE ACCOMPANIED BY NECESSARY BROCHURES, SHOP DRAWINGS, ENGINEERING, ETC., FOR THE ARCHITECT'S AND OWNER'S USE IN EVALUATING SUCH ALTERNATES. THE OWNER MAY AWARD CONTRACTS TAKING INTO ACCOUNT ANY AND ALL VOLUNTARY ALTERNATES RECEIVED. ANY VOLUNTARY ALTERNATE SUBMITTED MAY BE USED TO THE BENEFIT OF THE OWNER EVEN THOUGH THE BIDDER SUBMITTING THE ALTERNATE MAY NOT BE AWARDED THE CONTRACT.

END OF SECTION

SECTION 01 33 00
SUBMITTALS

PART 1 GENERAL

1.01 REQUIREMENTS

A. Contractor shall deliver submittals electronically, in the form of .PDF files. One (1) file shall be submitted per required Specification section, Drawing, or product information literature, data and/or catalog cut sheet. Upon review, Architect or Consultant will return a reviewed file to the Contractor. Contractor shall be responsible for distribution to office, field and subcontractors. Submittals requiring physical samples shall have samples delivered under separate cover to the Architect for review.

B. The Contractor shall prepare, review and stamp with their approval all submittals before sending them to the Architect for review. Any submittals forwarded to the Architect without such review and approval will be returned without review. Also, submittals found to be “rubber stamped” without actual review by the Contractor but with clear and obvious errors will be similarly returned without review by the Architect.

C. Contractors and subcontractors submitting drawings and/or product information shall allow fifteen (15) working days processing time for the Architect to review and return such submittals. The Architect will not be held responsible for delays in construction resulting from the Contractor and subcontractor being required to resubmit drawings and/or product information. Contractors and subcontractors shall correct and return to Architect submittals marked either “Note Markings”, “Resubmit”, “Rejected”, or “Not Reviewed” within fifteen (15) calendar days.

D. Contractor shall take the following action for each respective marking:
   1. **NO EXCEPTIONS TAKEN** - Copies may be distributed.
   2. **NOTE MARKINGS/RESUBMIT** - Contractor may proceed with fabrication, taking into account the necessary corrections. Correcte d shop drawings shall be resubmitted before fabrication of this work is complete to obtain a different action marking. Do not allow drawings marked “Resubmit” to be used in connection with installation of the work.
   3. **NOTE MARKINGS/CONFIRM** - Final but Restricted Release; Contractor may proceed with fabrication, taking into account the necessary corrections on submittal and in conformance with Contract Documents.
   4. **REJECTED** - Contractor will be required to resubmit shop drawings in their entirety. No fabrication or installation shall be started until shop drawings so marked have been completely revised, resubmitted, and marked by Architect.
   5. **NOT REVIEWED** - Products not as specified; or substitution submittal without justification; or submittal not required.

E. Material Safety Data Sheets are not acceptable submittals. Any product submitted which does not match the Specification will be rejected unless it is accompanied by a proper Substitution Request as outlined in Section 01 60 00 SUBSTITUTIONS.

F. Submittals not requested by the Architect shall be returned without action.

END OF SECTION

SECTION 01 34 00
CUTTING AND PATCHING

PART 1 GENERAL

1.01 RELATED REQUIREMENTS SPECIFIED ELSEWHERE:

A. Section 01 10 00 SUMMARY OF WORK.

1.02 EXECUTE CUTTING, INCLUDING EXCAVATING, FITTING AND/OR PATCHING OF WORK REQUIRED TO:

A. Make several parts fit properly.

B. Uncover work to provide for installation of ill-timed work.

C. Remove and replace defective work.

D. Remove and replace work not conforming to the requirements of the Contract Documents.

E. Remove samples of installed work as specified for testing.

F. Install specified work in existing construction.

1.03 ARCHITECT'S ACCESS:

A. In addition to the Contract requirements, the Contractor shall, upon written instructions from the Architect, uncover work to provide for the Architect's observation of covered work, remove samples of installed materials for testing and remove work to provide for alteration of existing work.

1.04 CUTTING AND PATCHING:

A. The Contractor shall be responsible for any cutting, fitting and patching that may be required to complete his work, except as otherwise specified.

1.05 SUBMITTALS:

A. Prior to cutting that affects the structural safety of the project or work of another subcontractor, submit written notice to the Architect requesting consent to proceed. The notice shall include:
   1. Identification of the project.
   2. Description of the affected work.
   3. Necessity for cutting.
   4. Affect on other work and/or structural integrity.
   5. Description of the proposed work designating the scope of cutting and patching, the Contractor and trade to execute the work, products proposed for use, and the extent of refinishing.
   6. Alternatives to the proposed cutting and patching.
   7. Designation of party responsible for cost of cutting and patching.

B. Prior to cutting and patching done on the instructions of the Architect or the Owner, submit cost estimate.

C. Should conditions of work or schedule indicate a change of materials or methods, submit a written recommendation to the Architect stating the conditions necessitating the change, recommendations for alternative materials or methods, and submittals as required for substitutions.

D. Notify the Architect in writing when covered work will be uncovered for observations.

1.06 PAYMENT OF COSTS:

A. Costs incurred as a result of ill-timed or defective work, or work not conforming to the requirements of the Contract Documents, including the costs for additional services of the Architect, shall be the responsibility of the party responsible for the ill-timed or defective work, or the rejected, non-conforming work.

B. The cost for work done on instructions of the Architect or Owner, other than defective or non-conforming work, will be the responsibility of the Owner.

PART 2 PRODUCTS

2.01 MATERIALS:

A. Materials for replacement of work removed shall comply with the specifications for that type of work.

PART 3 EXECUTION

3.01 INSPECTION:

A. Inspect existing conditions of work, including all elements subject to movement or damage during cutting and patching, and excavating and backfilling. After work is uncovered, inspect conditions affecting the installation of new products.

3.02 PREPARATION:

A. Prior to cutting, provide shoring, bracing and support as required to maintain structural integrity, protection for other portions of the work, and protection from the elements.

3.03 PERFORMANCE:

A. Execute fitting and adjustment of products to provide a finished installation in compliance with specified tolerances and finishes.

B. Execute cutting and demolition by methods which will prevent damage to other work and will provide the proper surfaces to receive the new work and installation of repairs.

C. Restore work which has been cut or removed; installed new products to provide completed work in accordance with the requirements of the Contract Documents.

D. Refinish (paint) areas patched as necessary to provide a uniform finish.

END OF SECTION

SECTION 01 50 00
TEMPORARY FACILITIES

PART 1 GENERAL

1.01 SANITATION, LIGHT, POWER, HEAT AND WATER

A. Contractor may use water, electric (but not in apartments) and public toilet facilities at each site. The Contractor shall take such means as the Architect may direct to effectually prevent the creation of a nuisance on the work or on any part of the property of the Owner.

1.02 OFFICE, STORAGE AND FACILITIES FOR ARCHITECT'S REPRESENTATIVE

A. The Contractor shall take charge of the areas of work during construction. Additionally, the Contractor shall provide an office area, at an approved location. This area shall have copies of all correspondence, construction drawings and specifications including all changes, revisions and shop drawings.

B. Storage sheds and trailers on site may be installed only with prior approval of the Owner. Locate as directed.

1.03 TELEPHONE SERVICE

A. The Contractor shall provide either a portable telephone (cellular phone) or a telephone at a fixed location on the job during the operations for his own use in the work and the use of all subcontractors engaged in the work. Toll charges will be paid by the persons making the long-distance calls. The superintendent shall carry either a cordless phone or a pager so that he may be contacted any time during working hours.

B. The Owner and the Architect shall be able to contact the project superintendent at all times during the work day by pager and/or cellular phone.

1.04 DISPOSAL FACILITIES

A. The Contractor shall provide a dumpster at the project for the duration of the project, located as directed by Owner. Use of the Owner’s dumpsters is forbidden. The Contractor may choose to remove all refuse on a daily basis in lieu of providing a dumpster.

1.05 BARRICADES AND WARNINGS

A. The General Contractor shall construct and maintain all barricades as required to provide protection to the public and to the work. Danger signals, warning signs, red flags, lanterns and lights shall be provided and maintained as needed. All the above shall comply with all applicable codes and ordinances and shall be as approved by the Owner and the Architect.

1.06 STORAGE TRAILERS

A. The Contractor may provide storage trailers for material storage. Trailers shall be located on site as directed by the Owner.

END OF SECTION

SECTION 01 60 00
SUBSTITUTIONS

PART 1 GENERAL

1.01 SCOPE

A. Refer to Section 00 80 00 SUPPLEMENTARY GENERAL CONDITIONS of these specifications for additional requirements.
   1. Contractor is advised that the proposal and subsequent Contract for Construction are based on the products, materials, equipment and methods described in the Contract Documents. The Architect will consider proposals for substitutions submitted more than ten (10) calendar days prior to the bid date and for a limited period of five (5) working days after the Notice to Proceed provided that such proposals are submitted in accordance with stipulations outlined herein.
   2. Proposals for substitutions will be considered only if said proposals increase the quality of the project, decrease the expenditure on the part of the Owner or are clearly superior to the products, materials, equipment, and methods specified herein. Proposals for substitutions which appear to be submitted only to decrease the expenditures on the part of the Contractor without a corresponding proposal for a reduction in the Contract amount will not be entertained. No substitutions will be accepted after the initial period for submittals of such substitutions.
   3. It is the responsibility of the Contractor to verify, prior to bidding, that specified items will be available during orderly and timely progress of the work. No request for an extension of the time of completion will be entertained by the Architect if such an extension is a result of the Contractor's lack of knowledge of the availability of the specified items. If a substitution is proposed resulting from availability problems with specified materials, proposals should also include consideration for modifications to the Contract amount on behalf of the Owner.

B. All substitution requests shall address the following issues as a minimum for consideration:
   1. Provide complete manufacturer’s product information as required by Section 01 33 00 SUBMITTALS.
   2. List the specified product which is to be substituted.
   3. If the product is equal to that specified, state the proposed credit to the Owner.
   4. If the product is superior to that specified, explain in detail the advantages as well as any disadvantages.

END OF SECTION

SECTION 01 61 00
SUBSTITUTION REQUEST FORM

To:_____

Project:_____

We hereby submit for your consideration the following product substitution:

Section	Paragraph	Specified Item
_____	_____	_____

Proposed Substitution:_____

Attach complete technical data for the proposed product, including laboratory tests if applicable.

Include complete information, including changes to drawings and/or specifications which proposed substitution requires for proper installation.

Fill in blanks below; use additional sheets if necessary:

A. Is the substitution product superior to specified?

Yes? In what way?_____

_____

B. Is the substitution product equal to the specified product?

If yes, what is the reduction in Contract amount? $_____

C. Is the specified product no longer available?

_____

If yes, explain circumstances:_____

The undersigned states that the function, appearance and quality of the proposed product are equivalent or superior to the specified item.

Submitted By:

_____
Signature

Firm:_____

Address:_____

_____

Telephone:_____

For Use by Design Consultant:

☐ Accepted ☐ Accepted as Noted
☐ Not Accepted ☐ Received Too Late

By:_____

Date:_____

Remarks:_____

_____

SECTION 01 72 00
PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 SCOPE

A. Contract Documents:

B. One complete set of contract documents shall be maintained at the project site upon which all changes, errors and corrections shall be noted.
   1. All contractors shall make complete and accurate entries for their respective work. Record documents shall be maintained and submitted in accordance with the following:
   2. At completion of the project, these shall be brought up to date and the title sheets shall be certified by the Contractor that the information is true and correct.
   3. Certified documents representing the Contractor shall then be submitted to the Architect for review and disposition. These record documents must be in reproducible form - one set of full sized prints and scans of the same sheets in PDF format.

C. Approvals: Contractor's project record documents shall be reviewed by the Architect prior to processing final Certificate for Payment.

END OF SECTION

SECTION 01 74 00
CLEANING

PART 1 GENERAL

1.01 SCOPE:

A. Related Requirements: As specified elsewhere:
   1. Section 00 80 00 SUPPLEMENTARY GENERAL CONDITIONS.
   2. Section 01 10 00 SUMMARY OF WORK.
   3. Section 01 34 00 CUTTING AND PATCHING.
   4. Cleaning for specific products or work.
   5. Specification section for that work.

B. All cleaning shall be the responsibility of the Contractor unless specifically noted otherwise.

C. Contractor shall police and clean up on a continuing basis, during his presence in the project, in all areas in which he is performing work; maintain premises and public properties free from accumulation of waste, debris and rubbish.

D. At the completion of the work, Contractor shall remove waste materials, rubbish, tools, equipment, machinery, and surplus materials, and clean all sight-exposed surfaces. Leave project clean and ready for final cleaning.

1.02 REQUIREMENTS OF REGULATORY AGENCIES:

A. Maintain project in accordance with Occupational Safety and Health Act, latest edition, as it applies to cleanup.

B. Conduct cleaning and disposal operations in compliance with local ordinances and anti-pollution laws.
   1. Do not burn or bury rubbish and waste materials on site.
   2. Do not dispose of volatile waste, such as mineral spirits, oil, or paint thinner, in storm or sanitary drains.

PART 2 PRODUCTS

2.01 MATERIALS:

A. Use only cleaning materials recommended by manufacturer for surface to be cleaned, and use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 EXECUTION

3.01 DURING CONSTRUCTION:

A. Execute cleaning to ensure that the building, grounds, and public properties are maintained free from accumulation of waste and rubbish.
   1. Wet down dry materials and rubbish to lay dust and prevent blowing dust.
   2. At reasonable intervals during progress of work, clean site and public properties, and dispose of waste materials, debris and rubbish.
   3. Provide on-site containers for collection of waste materials, debris and rubbish.
   4. Remove waste materials, debris and rubbish from site and legally dispose of at a public or private dumping area off Owner's property.
   5. Handle materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights.
   6. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.

B. Final Cleaning: The Contractor shall be responsible for final cleaning.
   1. Employ experienced workmen, or professional cleaners for final cleaning.
   2. In preparation for substantial completion or occupancy, conduct final inspection of sight-exposed exterior surfaces and of concealed spaces.

3. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from sight-exposed surfaces; polish surfaces so designated to shine finish.
4. Repair, patch and touch up marred surfaces to specified finish to match adjacent surfaces.
5. Remove all foreign materials from site areas.
6. Broom clean paved surfaces; rake clean other surfaces of grounds.
7. Remove snow and ice from access to building if applicable.
8. Contractor shall be responsible for cleaning all equipment installed.
9. Maintain cleaning until project or portion thereof is occupied by Owner.

END OF SECTION