

PROJECT MANUAL

RIVERSIDE HIGH-RISE MAILBOX REPLACEMENT

ELKHART HOUSING AUTHORITY
ELKHART, INDIANA

ALLIANCE
ARCHITECTS

October 10, 2025

TABLE OF CONTENTS

	<u>Page</u>
<u>NOTICE TO BIDDERS</u>	1
<u>PROPOSAL FOR CONSTRUCTION</u>	2
<u>SPECIFICATIONS</u>	
1. General Requirements	3 thru 9
<u>APPENDIX A: DRAWING EXHIBITS</u>	
Location Map; Work Scope, Partial Floor Plan Details	Sheet 1
<u>APPENDIX B: HUD GENERAL CONDITIONS</u>	
General Contract Conditions for Small Construction/Development Contracts	
<u>APPENDIX C: WAGE REQUIREMENTS</u>	
Prevailing Wage Requirements	
General Wage Decision	
<u>APPENDIX D: FORMS</u>	
Certificate of Liability Insurance (Sample)	D-1
Affidavit of Completion.	D-2
Contractor's Certification of Guarantee.	D-3
Letter of Release	D-4
Form of Contractor's Certificate and Release	D-5 thru D-6

NOTICE TO BIDDERS

Notice is hereby given that the Elkhart Housing Authority will receive proposals until 3:00 p.m., local time, on November 10, 2025, for the following project:

MAILBOX REPLACEMENT
Riverside High-Rise
Elkhart Housing Authority
Elkhart, Indiana

Proposals are desired for total construction for the installation of new mail and parcel boxes at Riverside Terrace, as described in the Drawings and Specifications. Documents will be available to Contractors starting at noon on October 10, 2025. Electronic copies of Plans and Specifications can be obtained by contacting the Architect at info@alliarch.com.

Proposals shall be submitted to the office of Alliance Architects via mail, email (info@alliarch.com) or hand delivered on the bidder's letterhead on or before the date and time established above.

PRE-BID SITE VISIT/ACCESSIBILITY

By submitting a proposal, bidders confirm that they have visited the site to familiarize themselves with the scope of work and existing conditions.

Each bidder shall make a careful examination of the Plans and Specifications, visit the site of the proposed construction and become acquainted with all the conditions before submitting a proposal. Bidder will be held responsible for any and all errors in their proposal resulting from a 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 sites. Any discrepancies between actual field conditions and work specified in the Contract Documents shall be brought to the written attention of the Architect prior to bidding. The Contractor shall be responsible to verify all conditions and dimensions and be responsible for this work conforming to existing conditions.

The building will be available for examination by bidders by appointment only. Contact Erik Mathavan at the Elkhart Housing Authority at (574) 296-6958 or Erik.mathavan@ehai.org.

PROPOSAL FORM

Proposals shall be submitted using the attached proposal form on proposer's letterhead.

The Elkhart Housing Authority reserves the right to reject any or all proposals, to award the contract to the lowest, responsible and most responsive offerer and to waive any formalities or irregularities in the proposals received. No proposal shall be withdrawn for a period of sixty (60) days subsequent to the opening of the proposals without the consent of the Housing Authority. The Elkhart Housing Authority reserves the right to award a contract in the best interest of the Housing Authority.

PROPOSAL FOR CONSTRUCTION

MAILBOX REPLACEMENT
Riverside High-Rise
Elkhart Housing Authority
Elkhart, Indiana

The Contractor is requested to submit a proposal for mailbox replacement at the Riverside High-Rise, providing all labor, tools, equipment and material for a complete job.

Base Bid..... \$ _____

Project will be completed within Days from
Acceptance of Proposal

Propose wage rates for unlisted classifications:

	<u>Wage</u>	<u>Fringe</u>
.....	\$ _____	\$ _____
.....	\$ _____	\$ _____

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 _____

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

Company Name & Address:

Signature of: _____

Bidder, if the bidder is an individual;
Partner, if the bidder is a partnership;
Officer, if the bidder is a corporation

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

Notary

My Commission Expires: _____, 20_____.

Accepted by:

Erik Mathavan
Director of Comprehensive Improvements
Elkhart Housing Authority

Date

SPECIFICATIONS

MAILBOX REPLACEMENT
Riverside High-Rise
Elkhart Housing Authority
Elkhart, Indiana

October 10, 2025

1. GENERAL REQUIREMENTS

Summary of Work: The Project includes furnishing all labor and materials to complete all work as shown and described in Appendix A and as herein specified. Complete all work in accordance with the Drawings, Specifications, building codes, government regulations, and commonly accepted trade scope and practices.

General Conditions:

General Conditions of the Contract for Small Construction, HUD-5370-EZ (1/2014) are hereby made a part of the Contract Documents. Refer to Appendix B.

Contractor's Insurance: Before commencing work the Contractor and each subcontractor shall provide a certificate of insurance showing the following insurance in force (See Appendix D; Form D-1).

All insurance policies carried by the Contractor shall be Occurrence Form policies.

All such policies and insurance shall name the Owner and Architect as additional insureds as pertains to work performed at this project and certificates endorsing the same shall be forwarded to each party. Certificate of Insurance form shall be the latest edition of Acord Form 25 or Acord Form 25-S. Contractor's insurance shall be primary and non-contributory and Contractor's policies and certificates of insurance shall include such language. Contractor will require all subcontractors to provide certificates of insurance evidencing the same coverage and limits of liability required of the Contractor.

Subrogation Clause: A waiver of subrogation in favor of the Owner must be included on all of the Contractor's policies. These policies 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.

The types and amounts of insurance to be provided for by the Contractor shall be adequate for this project. However, the following are minimums unless agreed to in writing by the Owner:

Workers' Compensation Insurance:

The Contractor shall provide workers' 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:

Bodily Injury by Accident	\$100,000 Each Accident
Bodily Injury by Disease	\$500,000 Policy Limit
Bodily Injury by Disease	\$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."

General Liability Insurance:

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

General Liability Insurance to include the Owner as additional insured, including products/ completed operations, on a primary / non-contributory basis. Additional insured coverage to be provided under CG2010 11/85 or an equivalent endorsement.

Commercial General Liability Insurance shall include:

- 1) Coverage for Contractor's Operations.
- 2) No exclusion for work performed by subcontractors.
- 3) Contractual Liability Coverage at least as broad as coverage provided under ISO CG001 12/07.
- 4) Coverage for explosion, collapse and underground hazards.

Products/completed operations coverage shall be maintained for at least three (3) years following the issuance of the Certificate of Substantial Completion. A Certificate of Insurance shall be provided to the Owner each year as proof of continuation of coverage. During the aforementioned period, should the Contractor's coverage terms and conditions change, the Contractor must notify the Owner prior to any such change. Information concerning reduction of coverage on account of revised limits or claims paid under the general aggregate, or both, shall be furnished by the Contractor with reasonable promptness to the Owner.

Automobile Liability Insurance:

Contractors 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.

Umbrella Liability Insurance:

An umbrella policy shall be furnished in the minimum amount of \$1,000,000. Umbrella Liability Insurance to include Owner as additional insured with same coverage and conditions as the underlying general liability additional issued coverage.

Aircraft Liability Insurance:

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.

Builder's Risk/Property Insurance:

Property/Builder's Risk Insurance: The Contractor and its subcontractors are not required to have a Builder's Risk Insurance referred on HUD Form 5370-EZ, "General Contract Conditions for Small Construction Development Contracts", Clause 6, but shall either maintain an "insurance floater" as part of general liability insurance coverage which shall include, but not be limited to perils of fire, lightning, theft, vandalism, malicious mischief, collapse, false work and damages by construction

activities to material and equipment stored on site until substantial completion by the Owner, water damage from bursting pipes, and theft of building materials from the job site upon the modernization/renovation which is the subject of this contract. Coverage shall extend to materials stored off site and in route to the site, purchased solely for named project.

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 as are not owned or rented by the Contractor, the cost of which is included in the cost of the work.

The policy shall insure the Owner and shall also include the interest of the Contractor, subcontractors, and sub-subcontractors during course of construction until completed and accepted by the Owner. Coverage shall not be voided by partial occupancy until the work is completed and accepted by the Owner.

Loss, if any, is to be adjusted both with and payable to the Owner as trustee for the insured's 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.

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.

Proof of Carriage of Insurance:

Neither the Contractor nor any Sub-Contractors shall commence work under this contract until they have obtained all insurance required, as specified herein, and has filed two (2) certificates of insurance described herein (certificates required from Contractor and all Sub-Contractors), evidenced in the carriage of insurance and the requisite amounts 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. The certificate should also show evidence of coverage for explosion, collapse, and underground liability, as well as Independent Contractor's liability.

Should any coverage approach expiration during the contract period, it shall be renewed prior to its expiration and certificates again filed with the Owner. Said certificates are to contain the following:

"It is hereby agreed the Owner will be notified thirty (30) days previous to the cancellation of any insurance, material alteration, and for election not to renew."

All insurance shall be maintained in full force and effect until the contract has been fully and completely performed.

All such policies and insurance shall name the Owner and Architect as an additional insured as pertains to work performed for this project and a copy of the additional insured endorsement must be attached to the Certificate of Insurance being provided to the Owner.

Any failure on the part of the Owner to pursue or obtain the Certificate of Insurance required from the Contractor and/or failure of the Owner to point out any non-compliance of such certificates of insurance shall not constitute a waiver of any of the insurance requirements nor relieve the Contractor of any of its obligations or liabilities required under this Contract.

Owner's Insurance:

The Owner shall be responsible for and at their option may maintain such insurance that will protect them from their contingent liability to others for damages because of bodily injury and property damages which may arise from operations under any contracts that may be awarded as specified herein.

Field Measurements: Each Contractor or Subcontractor shall obtain their own lines and/or grades and be responsible for the same.

Adjustment to Building Conditions: Contractor must obtain written consent of the Owner for any changes. Any change necessary to pass immovable obstructions shall be made by the Contractor without additional cost.

Anchor Bolts, Sleeves, Etc.: Shall be set by Contractor requiring their use. Sleeves to be sealed by same as required by Local and State Codes.

Correlation, Intent and Interpretation: The Specifications, Drawings and directions furnished by the Owner are intended to cooperate and agree. The Drawings and Specifications shall be interpreted by the Owner according to spirit and intent of same, without any extra charge whatsoever. If any discrepancies or variations appear between any of the Drawings or Specifications, such discrepancies shall be interpreted by the Owner, who shall have the right to correct them as necessary for proper fulfillment of their intention. Specifications take preference over plans, detailed drawings take preference over general sections.

Anything shown on the Drawings and not mentioned in the Specifications or vice versa, must be furnished by the Contractor without extra compensation. Furthermore, if any material 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 for a complete installation and operation systems.

Drawings: Drawings are not to be scaled; written dimensions will govern in all cases. Field verify all dimensions and sizes. Field verify all scope of work required.

Colors: All colors (including prefinished material) will be as selected by the Owner or as designated on Drawings.

Substitutions: No substitutions will be allowed nor accepted for all specified items unless approved in writing by Owner prior to submission of proposals.

Codes: All work shall be done in complete accordance with all applicable federal, state, and local codes.

Submittals: Submittals shall consist of two (2) complete sets of shop drawings and two (2) complete copies of all literature with items to be used highlighted. One (1) copy will be returned. Submit product data of items furnished as a part of this contract and as noted on the Drawings. Electronic submittals are acceptable for items approved for such by the Owner.

Permits or Fees: Each Contractor shall obtain and pay the fees for all permits and inspections as required for their work by the governing bodies. Each Contractor shall arrange for all required inspections of work and submit documentation to the Owner that they have been done. The General Contractor shall obtain the Occupancy Permit.

Project Hours: Contractor shall perform all on-site work between the hours of 8:00 a.m. and 5:00 p.m., Monday thru Friday, excluding official state holidays.

Parking: Parking arrangements shall be arranged with the Housing Authority prior to the initiation of work. If deemed necessary, construction vehicles may be required to park off site.

Cleaning Up: The Contractor shall be responsible for removing temporary protections. Site must be kept clean and all refuse removed at the end of each day.

Signs: No construction signs will be allowed.

Occupational Safety and Health Act: Compliance with the Occupational Safety and Health Act of 1970, as amended, is the responsibility of the Contractor. Additionally, the Contractor is responsible for compliance with the requirements of the Hazardous Communications Act.

Lifting Devices and Hoisting Facilities: Shall be provided by Contractor. Proper bracing and safety equipment is required.

Enclosed Walks, Barricades, Warnings, Etc.: Shall be provided and maintained by Contractor. The tenants, employees and consultants of the Owner shall be protected at all times from overhead work, excavations, and dangerous conditions.

Temporary Facilities:

Sanitation and Toilets: Shall be provided by Contractor.

Telephone Service: Shall be provided by Contractor.

Temporary Light: Shall be provided by Contractor.

Storage Facilities: Shall be provided by Contractor. Location available on-site.

110v Power: Shall be provided by Contractor.

Water: Shall be provided by the Owner.

Sales Tax Statement: All Materials purchased by the Contractor and/or Subcontractor for construction, which becomes affixed to the realty, WILL NOT BE SUBJECT TO STATE SALES TAX.

Warranties and Guarantees: The Contractor shall guarantee the quality of construction for a period of one year against defects in workmanship and materials. The Contractor will, at his own expense, make any and all repairs that may be necessary as a result of defects in workmanship and/or materials supplied by the Contractor. The guarantee period shall begin on the Date of Substantial Completion of the project as identified on "Statement of Substantial Completion - Request for Inspection," latest edition. The Contractor's guarantee for construction shall be submitted to the Owner on the Contractor's company letterhead.

Record Drawings: At the completion of the project, Contractor shall submit two (2) complete sets of "as-built" drawings, which highlight in red all changes which deviate from original contract documents.

Wage Reporting: For each week during the Contract period submit report on all wages paid to all workers (including subcontractors) on form WH-347 (Certified Payroll) to the Owner. Refer to Appendix C for Wage Decision.

With the Davis-Bacon Labor Standards, you are not required to use Payroll Form WH-347. The Contractor is welcome to use any other type of payroll, such as computerized formats, as long as it contains all of the information that is required on the WH-347.

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

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 Owner a minimum of ten (10) days prior to the bid due date.

Payments:

- a. Upon 50% completion, Contractor may request partial payment. Payment shall be requested on AIA Form G702 and G703. Owner shall make payment within 45 days of receipt of request by Architect.
- b. Final Payment: Payment will be paid thirty (30) days after the following:
 - 1) Upon completion of the work, the Contractor shall file a statement with affidavit attached, certifying that all work has been done in accordance with the terms of the contract and as described and set forth in the contract documents, to the best of his knowledge and belief, and that all claims for materials, labor and equipment, or any work performed by subcontractors, has been fully paid. This shall be known as an "Affidavit of Completion", (Refer to Appendix D; Form D-2).
 - 2) Final inspection and acceptance of the work by the Owner.
 - 3) Submit Close-Out Documents (refer to Appendix D) as follows: Contractor's Certificate of Guarantee (D-3), Letter of Release (D-4), Form of Contractor's Certificate of Release (D-5, D-6) and Record Drawings.

Liquidated Damages: The Contractor is responsible for completing the project within the time established in the Construction Contract (accepted proposal), unless time extensions are authorized by 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 un-excused delays.

Liquidated damages shall be assessed at a rate not to exceed \$100.00 per day for each day the Contract time exceeds that set forth in 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 Owner will review the total amount of liquidated damages being assessed and will advise the 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.

Adjustments to the Contract: The Contractor may include 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:

	<u>Indirect Cost</u>	<u>Profit</u>	<u>Commission</u>
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 subcontractor for that portion of the work performed with their respective forces –	5%	10%	0%

Not more than four percentages will be allowed regardless of the number of tier subcontractors. The Contractor shall not be allowed a Commission on the profit received by first tier subcontractor.

Voluntary Alternates: 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 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.

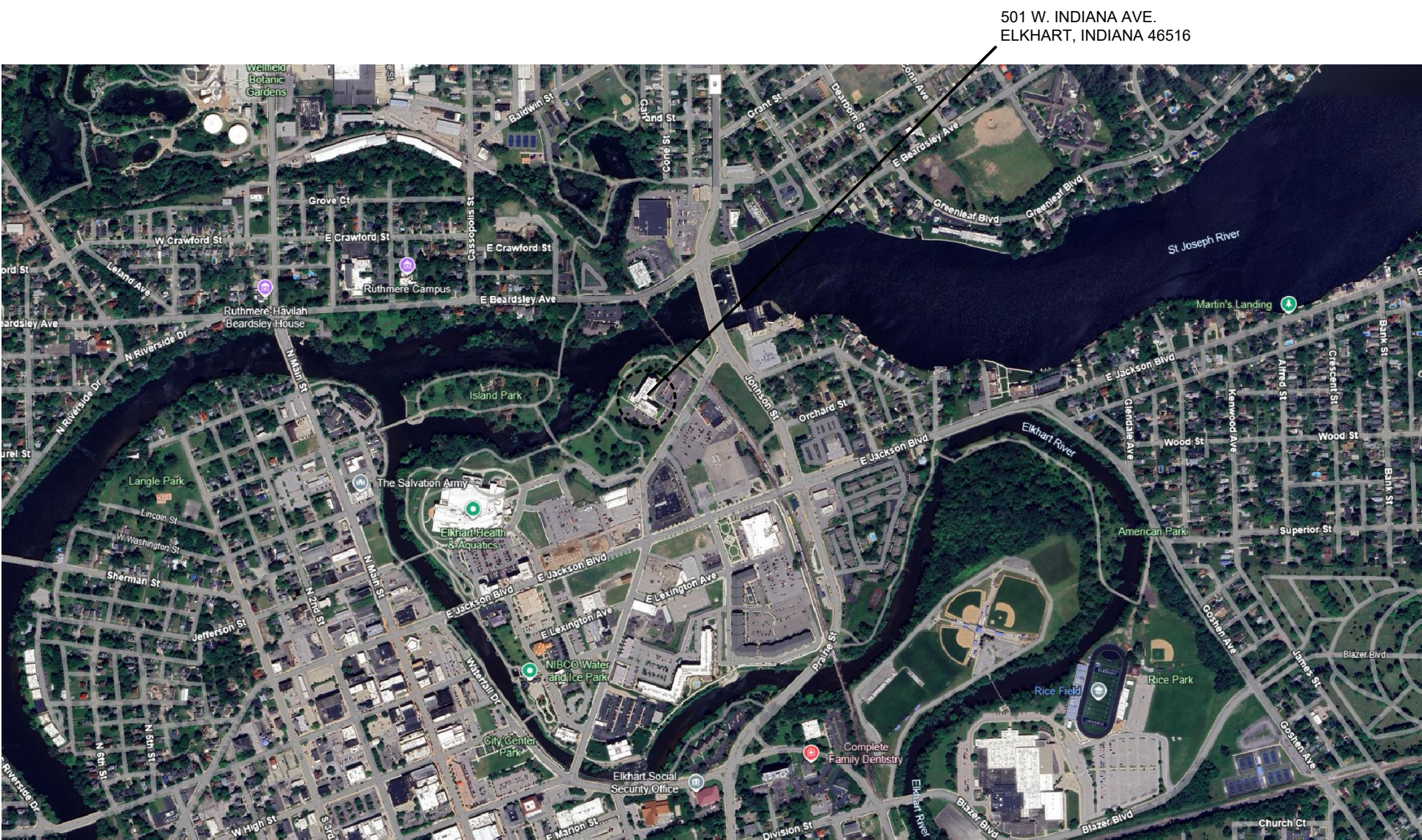
APPENDIX A
Drawing Exhibits

SHEET NO. 1: LOCATION MAP; WORK SCOPE
PARTIAL FLOOR PLAN; ELEVATIONS

RIVERSIDE HIGH-RISE MAILBOX REPLACEMENT

ELKHART HOUSING AUTHORITY

501 W. INDIANA AVE.
ELKHART, INDIANA 46516



LOCATION MAP

SCALE: NTS

WORK SCOPE

1. REMOVE EXISTING MAILBOXES AT LOBBY AND MAILROOM
2. INSTALL NEW REAR LOADING MAILBOXES UNITS IN EXISTING LOCATION, IN CONFIGURATIONS NOTED ON DRAWINGS. INSTALL NEW FILLER AND EDGE TRIM PIECES. MAILBOX COLOR TO BE SPECIFIED BY OWNER.
3. PAINT WALL ABOVE NEW MAILBOXES, AS WELL AS NEW FILLER AND EDGE TRIM. ASSUME ONE (1) COLOR, TO BE SELECTED BY OWNER.
4. CONSTRUCT NEW GYP. BD. WALLS AS SHOWN ON DRAWINGS. WALLS SHALL EXTEND TO THE UNDERSIDE OF THE STRUCTURAL DECK. INCLUDE CONCEALED LATERAL BRACING AT WALLS EXCEEDING 9'-0" IN HEIGHT. MODIFY ACOUSTICAL TILE CEILING TILE AND GRID. GYP. BD. THICKNESS TO BE 5/8".
5. INSTALL NEW WALL BASE. COLOR AND HEIGHT AND PROFILE TO MATCH EXISTING. PAINT NEW WALLS AND INFILL. COLOR TO BE SELECTED BY OWNER.
6. INSTALL NEW FRONT LOADING MAILBOX UNITS IN NEW WALLS, IN CONFIGURATIONS NOTED ON DRAWINGS AND AS SPECIFIED BELOW. MAILBOX COLOR TO BE SELECTED BY OWNER.
7. INSTALL BLOCKING AS REQUIRED TO SUPPORT NEW MAILBOXES.

MAILBOXES TO BE 4C HORIZONTAL BOXES AND PARCELS BOXES BY MAILBOXES.COM, OR EQUAL	
30 UNIT BOX (REAR LOADING)	3716D-29
15 UNIT BOX (REAR LOADING)	3716S-14
22 UNIT BOX (REAR LOADING)	3716D-20
8 UNIT PARCEL BOX (FRONT LOADING)	3716D-8P
3 UNIT PARCEL BOX (FRONT LOADING)	3716S-3P
6 UNIT PARCEL BOX (FRONT LOADING)	3716D-6P

REMOVE EXIST MASONRY AND GYP. AS REQUIRED TO ACCOMMODATE NEW MAILBOXES (TYP.)
INSTALL GYP. BD. FILL AT OPEN EDGE. PATCH GYP BD. WALLS AND PAINT.



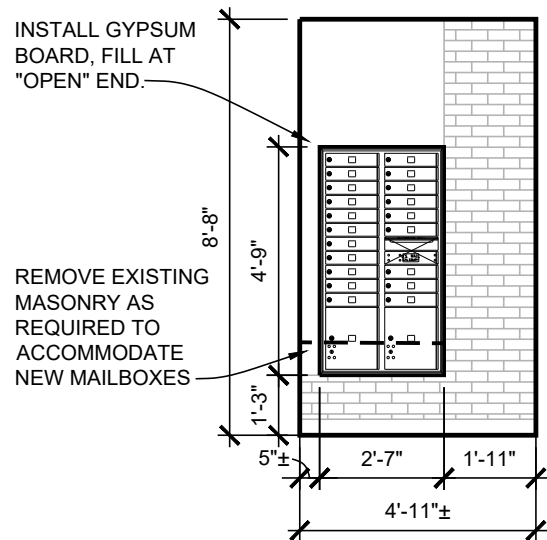
PHOTO 1

SCALE: NTS



PHOTO 2

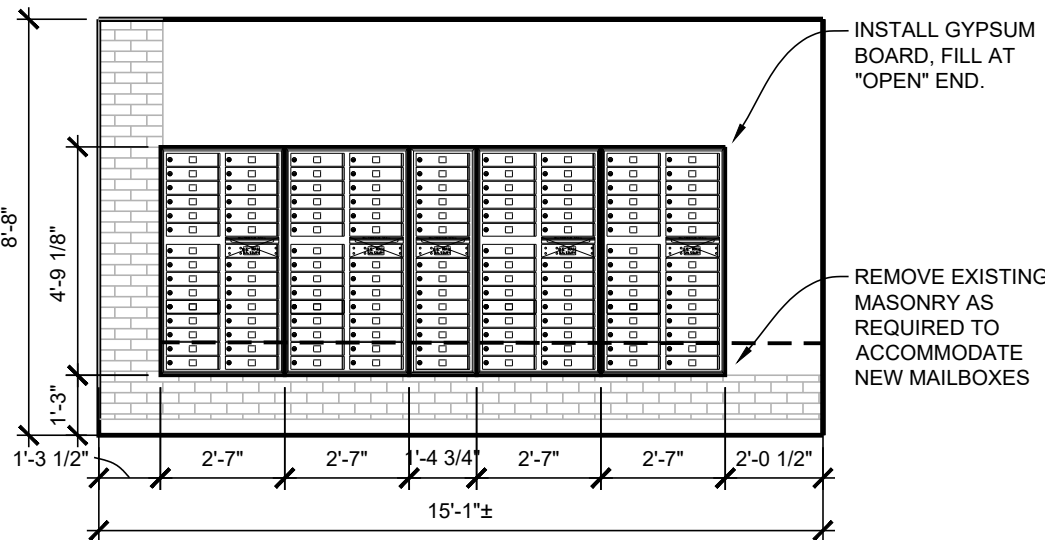
SCALE: NTS



ELEVATION

SCALE: 1/4" = 1'-0"

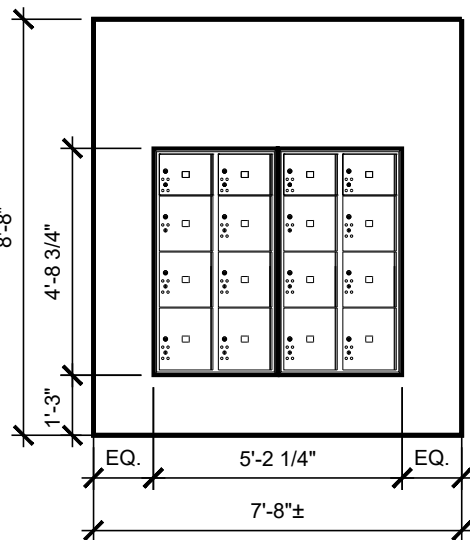
1
A1.0



ELEVATION

SCALE: 1/4" = 1'-0"

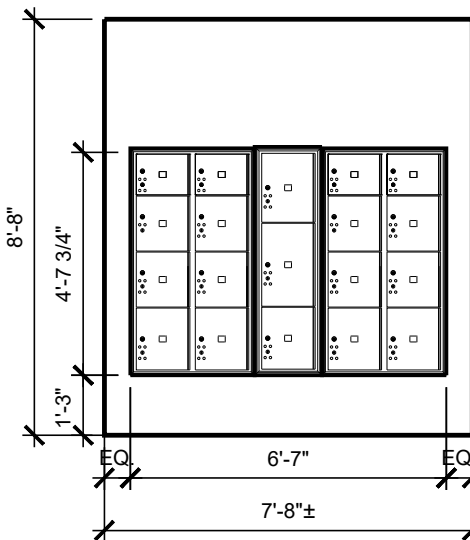
2
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ELEVATION

SCALE: 1/4" = 1'-0"

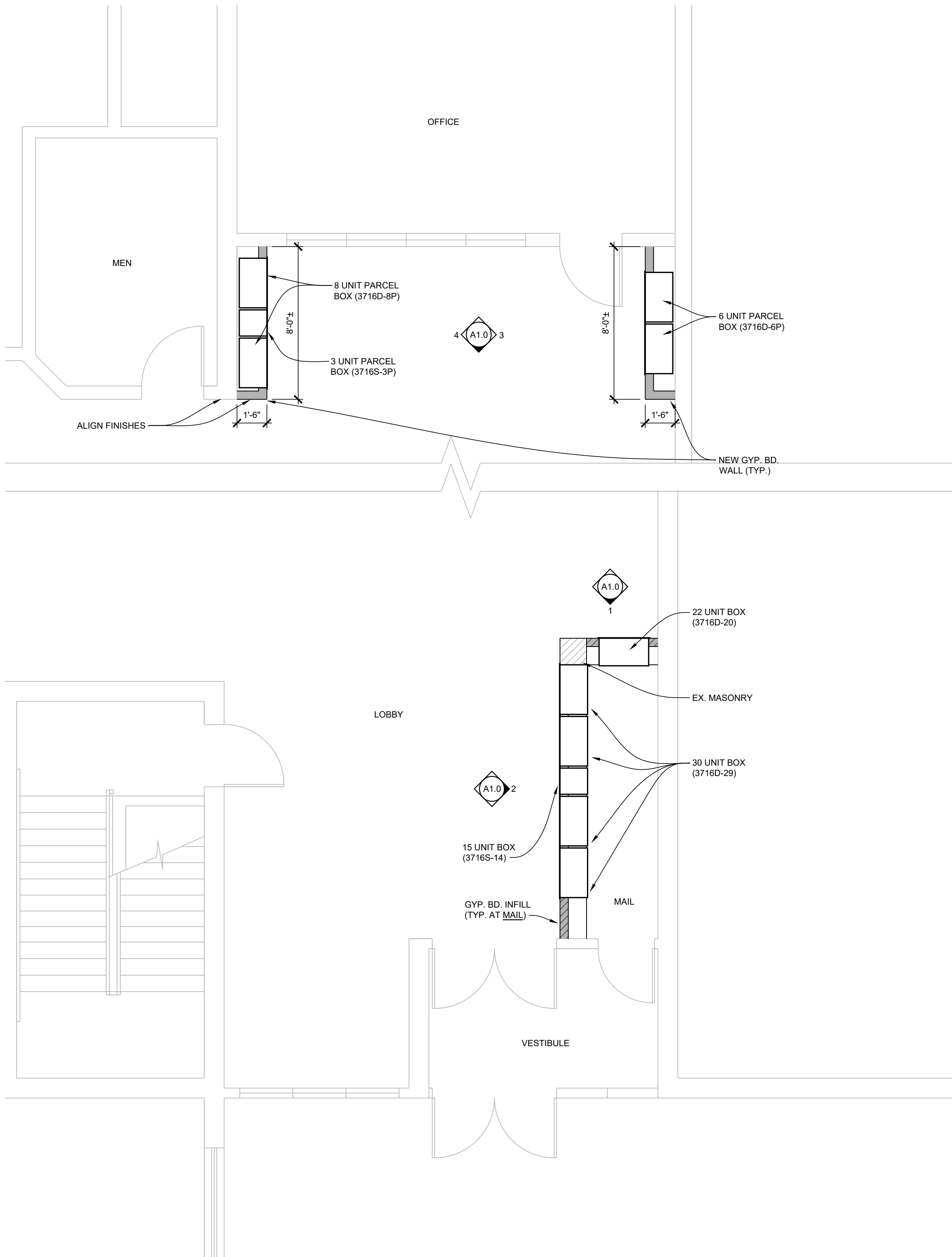
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ELEVATION

SCALE: 1/4" = 1'-0"

4
A1.0



FLOOR PLAN

SCALE: 1/4" = 1'-0"

APPENDIX B
HUD General Conditions

General Contract Conditions for Small Construction/Development Contracts

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

See Page 7 for Burden Statement

Applicability. The following contract clauses are applicable and must be inserted into **small construction/development contracts, greater than \$2,000 but not more than \$250,000.**

1. Definitions

Terms used in this form are the same as defined in form HUD-5370

2. 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. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, 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.
- (b) 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.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) 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 days after receipt of the Contracting Officer's decision.
- (e) 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.

4. 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 the 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

- (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; and
 - (2) The Contractor, within 10 days from the beginning of such delay 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 obligation of the parties will be the same as if the termination had been for convenience of the PHA.

5. 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

6. 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.

7. 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.

8. 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.
- (b) 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.
- (c) Many 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.
- (d) 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
- (e) 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.

(f) 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.

9. Examination and Retention of Contractor's Records

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

10. Rights in Data and Patent Rights (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

11. Energy Efficiency

The Contractor shall comply with all 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 this contract is performed.

12. 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.

(b) 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

13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 75)

(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.

14. 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.

(1) *Minimum wages*—(i) *Wage rates and fringe benefits.*

All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) 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

The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5(a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5(a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) Fringe benefits not expressed as an hourly rate. 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) Unfunded plans. 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, in accordance with the criteria set forth in 29 CFR 5.28, 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.

(vi) Interest. In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) Withholding—(i) Withholding requirements. The [write in name of Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), the [Agency] may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, 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.

(ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5 (a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its procurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31

U.S.C. 3901-3907. (3) Records and certified payrolls—(i)

Basic record requirements—(A) Length of record

retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanic s working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made ; and actual wages paid.

(C) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.

(D) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) *Certified payroll requirements—*(A) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the [write in name of appropriate Federal agency] if the agency is a party to the contract, but if the agency is not such a party, the

the case may be, that maintains such records, for transmission to the [write in name of agency]. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHDLegacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(1) That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;

(2) That each laborer or mechanic (including each helper and apprentice) working 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

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii) (C).

(E) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(G) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) Contracts, subcontracts, and related documents. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) *Required disclosures and access.*—(A) Required record disclosures and access to workers. The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that the [write the name of the agency] or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of the [write the name of the agency] or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contract or, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the [write in name of appropriate Federal agency] if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency], the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) *Apprentices and equal employment opportunity.*—(i) *Apprentices.*—(A) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has

been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the [write in the name of the Federal agency] may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *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.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 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 contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.* (i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

(11) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, a ny worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

(vii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

(viii) Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

(b) *Contract Work Hours and Safety Standards Act (CWHSSA).* The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons and guards.

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

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 CFR 5.5(b) (1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5 (b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

(3) *Withholding for unpaid wages and liquidated damages—(i) Withholding process.* The [write in the name of the Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a) (2)(i) or (b)(3)(i), or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its procurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C.

3901-3907. (4) Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;

(ix) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or

(x) Informing any other person about their rights under CWHSSA or 29 CFR part 5.

(c) *CWHSSA required records clause.* In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this

paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

(d) *Incorporation of contract clauses and wage determinations by reference.* Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

(e) *Incorporation by operation of law.* The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. 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. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. 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.

APPENDIX C

Wage Requirements

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 Housing Authority. Wage rates for these projects shall not be less than the prescribed scale of wages included herein:

General Decision Number IN20250005
Modification Number 21, Dated 10/03/2025

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).

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 subcontractors and lower-tier subcontractors contract.

C. Payroll Report

The Contractor shall submit a certified payroll report and compliance statement to the Housing Authority 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 as is as important as other requirements of the Contract Specifications, and that compliance with such labor standards is mandatory by contractors and subcontractors. The Housing Authority 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.

"General Decision Number: IN20250005 10/03/2025

Superseded General Decision Number: IN20240005

State: Indiana

Construction Type: Building

Counties: Elkhart, Jasper, Kosciusko, Lagrange, Marshall, Newton, Pulaski and Starke Counties in Indiana.

LAGRANGE COUNTY

BUILDING CONSTRUCTION PROJECTS (does not include single family homes and apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at

<http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	02/21/2025
2	03/07/2025
3	03/14/2025
4	04/04/2025
5	05/16/2025
6	05/23/2025
7	05/30/2025
8	06/06/2025
9	06/13/2025
10	06/20/2025
11	06/27/2025
12	07/04/2025
13	07/11/2025
14	07/18/2025
15	08/01/2025
16	08/08/2025
17	08/22/2025
18	08/29/2025
19	09/05/2025
20	09/26/2025
21	10/03/2025

ASBE0017-008 06/01/2025

NEWTON COUNTY:

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 56.02	37.24
HAZARDOUS MATERIAL HANDLER (INCLUDES PREPARATION, WETTING, STRIPPING REMOVAL SCRAPPING, VACUUMING, BAGGING AND DISPOSAL OF ALL INSULATION MATERIALS, WHETHER THEY CONTAIN ASBESTOS OR NOT, FROM MECHAINCAL SYSTEMS).....	\$ 44.82	34.00

ASBE0041-001 07/01/2025

LAGRANGE COUNTY

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER (includes preparation, wettings, stripping, removal, scrapping, vaccuming, bagging & disposing of all insulation materails, whether they contain asbestos or not, from mechanical systems).....	\$ 37.25	19.85
Insulator/asbestos worker (Includes application of all insulating materials, protective coverings,		

coatings and finishings to
all types of mechanical
systems).....\$ 37.25 19.85

ASBE0075-001 06/01/2025

REMAINING COUNTIES

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 41.20	30.93
HAZARDOUS MATERIAL HANDLER (includes preparation, wetting, stripping, removal, scrapping, vaccuming, bagging, and disposal of all insulation materials, whether they contain asbestos or not, from mechanical systems).....	\$ 41.20	30.93

BOIL0374-004 05/01/2025

	Rates	Fringes
BOILERMAKER.....	\$ 43.24	38.17

BRIN0006-001 06/01/2023

JASPER, NEWTON & STARKE COUNTIES

	Rates	Fringes
BRICKLAYER (Including Stonemason, and Pointer, Caulker & Cleaner).....	\$ 42.05	28.22
Tile, Marble & Terrazzo Worker...	\$ 42.05	28.22

BRIN0018-003 06/01/2023

MARSHALL and PULASKI COUNTIES

	Rates	Fringes
Bricklayer, Caulker, Cleaner, Pointer.....	\$ 34.00	19.71
Terrazzo Worker Finisher.....	\$ 32.50	21.11
TERRAZZO WORKER/SETTER.....	\$ 34.50	23.62
Tile & Marble Finisher.....	\$ 32.50	21.11
Tile, Marble Setter.....	\$ 34.50	23.62

BRIN0018-004 06/01/2021

	Rates	Fringes
BRICKLAYER BRICKLAYERS, POINTER, CLEANER & CAULKERS.....	\$ 31.11	18.40
TERRAZZO FINISHERS.....	\$ 30.00	15.54
TILE AND MARBLE FINISHERS...	\$ 31.00	19.16
TILE AND MARBLE WORKERS.....	\$ 33.00	22.33

CARP0232-002 06/01/2025

Lagrange County

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 33.42	25.93

CARP0413-001 06/01/2025

ELKHART, KOSCIUSKO and MARSHALL COUNTIES

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 35.51	25.51

CARP1010-001 06/01/2025

JASPER, NEWTON, PULASKI & STARKE COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 43.58	34.66
MILLWRIGHT.....	\$ 47.92	36.93

CARP1029-001 06/01/2025ADAMS, ALLEN, CASS, DEKALB, ELKHART, FULTON, GRANT, HOWARD,
HUNTINGTON, KOSCIUSKO, LAGRANGE, MARSHALL, MIAMI, NOBLE, ST.
JOSEPH, STEUBEN, TIPTON, WABASH, WELLS and WHITLEY COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 35.89	30.52

* ELEC0153-003 06/01/2025

ELKHART, KOSCIUSKO and MARSHALL COUNTIES

	Rates	Fringes
Communication Technician.....	\$ 26.50	18.33
ELECTRICIAN.....	\$ 46.00	29.23

Includes the installation, operation, inspection, modification, maintenance and repair of systems used for the transmission and reception of signals of any nature, for any purpose, including but not limited to , sound and voice transmission/transference systems, communication systems that transmit or receive information and /or control systems, television and video systems, micro-processor controlled fire alarm systems, and security systems and the performance of any task directly related to such installation or service. The scope of work shall exclude the installation of electrical power wiring and the installation of conduit raceways exceeding fifteen (15) feet in length.

ELEC0305-001 12/01/2024

LAGRANGE COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 40.18	27.43%+12.16

ELEC0531-002 05/31/2025		

JASPER, PULASKI, and STARKE COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 49.00	32.89

ELEC0697-002 06/01/2025		

NEWTON COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 52.00	32.85

ELEC0697-005 08/31/2025		

NEWTON COUNTY

	Rates	Fringes
Telecommunication Technician.....	\$ 41.50	31.23

Work covers low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V/SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network). Work does not cover any work which properly comes under the work description of Inside JW (Journeyman Wireman), but shall cover the pulling of wire in raceways, ut not the installation of raceways.

ELEV0034-005 01/01/2025

JASPER, NEWTON and PULASKI COUNTIES

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 60.17	38.435+a+b

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.

ELEV0044-003 01/01/2025

ELKHART, KOSCIUSKO, LAGRANGE, MARSHALL and STARKE COUNTIES

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 62.27	38.435+a+b

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.

ENGI0150-002 06/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR ELKHART, KOSCIUSKO, LAGRANGE AND MARSHALL COUNTIES		
GROUP 1.....	\$ 36.15	38.65
GROUP 2.....	\$ 34.80	38.65
GROUP 3.....	\$ 34.00	38.65
GROUP 4.....	\$ 33.20	38.65
GROUP 5.....	\$ 30.60	38.65
JASPER, NEWTON, PULASKI & STARKE COUNTIES		
GROUP 1.....	\$ 48.70	38.65
GROUP 2.....	\$ 47.90	38.65
GROUP 3.....	\$ 43.60	38.65
GROUP 4.....	\$ 41.40	38.65
GROUP 5.....	\$ 35.95	38.65

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Mechanic, Asphalt Plant, Auto Grader; Batc Plant, Benoto (requires 2 Engineers), Boiler and Throttle Valve, Boring Machine, (Mining machine Caisson Rigs, Central Redi-mix Plant, Combination Backhoe, Endloader with Backhoe Bucket over 1/2 cu. yd., Combination Tugger Hoist and Air Compressor, Compressor and Throttle, Concrete Breaker (Truck Mounted), Concrete Conveyor (truck mounted), Concrete Paver 27E cu. ft. and under, Concrete Paver over 27E cu. ft., Concrete Pump/grout pump with boom (Truck Mounted), Concrete Tower, Cranes and backhoes (all), Cranes, Hammerhead Tower, Crete Crane, Derricks (all), Derricks (traveling) Forklift, Lull Type, Forklift (10 ton & over, Hoist 1, 2, and 3 drums, Hoist, 2 Tugger one floor, Hydraulic Boom Truck, :aser screed, Locomotives, All Motor Patrol, Mucking Machine, Pile Driving & Skid Rig, Pit Machines, Pre-Stress Machines, Pump Cretes & Similar Types, Rock Drill (Self- Propelled), Rock Drill (Truck Mounted), Slip-Form Paver, Straddle Buggies, Tractor with Boom & Side Boom, Trenching Machine, Winch Tractor

GROUP 2: Air compressors (30 feeding and common receivers, Asphalt Spreader, Boilers, Bulldozers, Combination Backhoe-end loader with Backhoe bucket 1/2 cu. ft. an under, Grader-Elevating, Greaser Engineer, Guard rail post

driver, Grouting Machines; Highlift Shovels or Front Endloader Hoist (automatic), Corboy Drilling Machines, Hoist (all Elevators), Hoists drawn, Stone Crushers, Tounapull, Winch Trucks, Tugger single frum, post hole digger, rollers (all), scoops, tractor drawn .

GROUP 3: Concrete Mixer (2 bag and over), Conveyor, Portable, Steam Generators, Tractors (farm and similar type), Air Compressor (small 150 and under - 1 to 5 to exceed a total of 300 ft., Air Compressor (large over 150), Combination (small equipment operator), Forklift (under 10 tons), Generator, Pumps (1 to 3 not to exceed a total of 300 ft., Pumps (well points), Welding Machines (2 through 5, Winches (4 electric Drill Winches).

GROUP 4: Heaters, Mechanical (1 to 5), Oilers, Swithmen, Bull Gang (crane erection crew).

GROUP 5: Forklifts

For ELKHART, KOSCIUSKO, LAGRANGE AND MARSHALL COUNTIES

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Mechanic, Asphalt Plant, Asphlat Spreader, Auto Grader; Batch Plant, Benoto (requires 2 Engineers), Boiler and Throttle Valve, Boring Machine (road), Bulldozers with engines of 140net horsepower or more, Caisson Rigs, Central Redi-mix plant, Concrete Conveyor Systems, Concrete Paver (over 27E cu. ft.), Conctete Paver (27E cu. ft. and under), Concrete placer, concrete placing boom, Concrete Pumps (Truck Mounted), Concrete Tower, Cranes and backhoes (all attachments), Cranes, Hammerhead, Creter Crane, Derricks (all), Forklift (capble of hoisting and mechanically moving forks horizontally), Grader, Elevating, Highlift Shovels or Front End Loaders, Hoists (2 or more drums), Lazer screed, Locomotives (all), Motor Patrol, Pile Drivers and Skid Rig, Pre-Stress Machines, Rock Drill (Self- Propelled), Rock Drill (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 1/2 cu. yd. or attachments.

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 less than 140 net horsepower, Combination backhoe frontend machine 1/2 cu yd backhoe bucket oir under or with attachments Compressor and Throttle Valve, Concrete Breaker (truck mounted), Concrete Mixer (of moore than 21 cu. ft. capacity), Forklift (with fixed or tilt mast), Greaser, Highlift shovel or frontend loader (3 yd bucket and under), Hoists (1 drum), Hydraulic Boom Truck, Post Hole Digger (vehicle mounted), Pumps Cretes (squeeze crete type pumps, Gypsum bulker and pump), Rollers (all), Steam Generators, Stone Crushers, Straddle Buggies, Tractors, Winch Trucks (with ""a"" frame).

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).

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).

GROUP 5: Bobcats and forklifts (commercial or residential

IRON0022-007 06/01/2025

JASPER (SOUTHEASTERN 1/2), NEWTON (SOUTHERN HALF), PULASKI (REMAINDER OF COUNTY)

	Rates	Fringes
IRONWORKER.....	\$ 38.00	26.39

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.

IRON0147-005 06/01/2025

KOSCIUSKO (REMAINDER OF COUNTY) and LAGRANGE (REMAINDER OF COUNTY)

	Rates	Fringes
IRONWORKER.....	\$ 35.40	26.92

IRON0292-004 06/01/2025

ELKHART, KOSCIUSKO (Northwest Half excluding Warsaw), LAGRANGE (Western Half including city of Lagrange), MARSHALL, MIAMI (Northwestern Tip), NOBLE (Northwestern Tip), PULASKI (Northeast Half), and STARKE COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 39.76	25.00

IRON0395-002 06/01/2025

JASPER (NORTHERN 1/2), NEWTON (NORTHERN 1/2), PULASKI (NORTHWESTERN TIP) COUNTIES

	Rates	Fringes
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IRONWORKER

IRONWORKERS.....	\$ 47.75	41.28
SHEETER.....	\$ 48.00	41.28

LAB00041-002 06/01/2025

JASPER and NEWTON COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 39.89	30.30
GROUP 2.....	\$ 40.64	30.30
GROUP 3.....	\$ 40.89	30.30

LABORER CLASSIFICATIONS

GROUP 1: Building and Construction Laborers; Scaffold Builders (other than for Mason or Plasterers); Mechanic Tenders; Rodmen and Chainmen, Railroad Workers, Masonry Wall Workers, (interior & exterior); Roofer Tenders, Cement Finisher Tenders, Carpenter Tenders, Portable Water, Pumps with discharge up to 3 inches; Waterproofing; Hauling of Creosote Lumber or Lutemen; Asphalt Rakers; Kettlem, Earth Compactors; Jackman and Sheetmen in Ditches more than 6 ft. deep; Laborers in ditches 6' deep or deeper; Assembly of Uncrete Pump; Tile Layers (sewer or field); Sewer Pipe Layers; Motor driven Wheelbarrows and Concrete Buggies; Hyster Operator; Pump Crete Assemblers; Core Drill Operator; Cement, Line or Silica Clay Handers; Handling of Toxic Materials damaging to clothing; Pneumatic Spikers; Deck Engine and Winch Operator; Water Main and Cable Ducking; Screed Man or Screw Operator on Asphalt Paver; Chain Saw and Demolition Saw Operator; Concrete Conveyor Assembler.

GROUP 2: Plaster Tenders, Masons Tenders; Mortar Mixers; Welders (acetylene or electric); Cutting Torch or Burner; Cement Nozzle; Cement Gun; Scaffold Builders when working for Plasterers, and Mason; Water Blast Machine Operator; Air Tool Operators and all Pheumatic Tool Operators; Air and Electric Vibrators and Chipping Hammer Operators; Asbestos Removal; Hazardous Waste Removal

GROUP 3: Dynamite Men; Drillers, Air Track or Wagon Drilling for explosives; Laborer Specialist

LAB00081-005 06/01/2025

STARKE COUNTY

	Rates	Fringes
LABORERS		
GROUP 1.....	\$ 39.89	30.30
GROUP 2.....	\$ 40.64	30.30
GROUP 3.....	\$ 40.89	30.30

LABORER CLASSIFICATIONS (BUILDING CONSTRUCTION)

GROUP 1: Building and Construction Laborers; Scaffold

Builders (other than for Mason or Plasterers); Mechanic Tenders; Rodmen and Chainmen, Railroad Workers, Masonry Wall Workers, (interior & exterior); Roofer Tenders, Cement Finisher Tenders, Carpenter Tenders, Portable Water, Pumps with discharge up to 3 inches; Waterproofing; Hauling of Creosote Lumber or Lutemen; Asphalt Rakers; Kettlem, Earth Compactors; Jackman and Sheetmen in Ditches more than 6 ft. deep; Laborers in ditches 6' deep or deeper; Assembly of Uncrete Pump; Tile Layers (sewer or field); Sewer Pipe Layers; Motor driven Wheelbarrows and Concrete Buggies; Hyster Operator; Pump Crete Assemblers; Core Drill Operator; Cement, Line or Silica Clay Handers; Handling of Toxic Materials damaging to clothing; Pneumatic Spikers; Deck Engine and Winch Operator; Water Main and Cable Ducking; Screed Man or Screw Operator on Asphalt Paver; Chain Saw and Demolition Saw Operator; Concrete Conveyor Assembler.

GROUP 2: Plaster Tenders, Masons Tenders; Mortar Mixers; Welders (acetylene or electric); Cutting Torch or Burner; Cement Nozzle; Cement Gun; Scaffold Builders when working for Plasterers, and Mason; Water Blast Machine Operator; Air Tool Operators and all Pneumatic Tool Operators; Air and Electric Vibrators and Chipping Hammer Operators; Asbestos Removal; Hazardous Waste Removal

GROUP 3: Dynamite Men; Drillers, Air Track or Wagon Drilling for explosives; Laborer Specialist

LAB00274-002 06/01/2024

PULASKI COUNTY

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 26.98	18.00
GROUP 2.....	\$ 27.73	18.00
GROUP 3.....	\$ 28.48	18.00

LABORER CLASSIFICATIONS

GROUP 1: Building and Construction Laborers; Scaffold Builders (other than for Mason or Plasterers); Mechanic Tenders; Rodmen and Chainmen, Railroad Workers, Masonry Wall Workers, (interior & exterior); Roofer Tenders, Cement Finisher Tenders, Carpenter Tenders, Portable Water, Pumps with discharge up to 3 indches; Waterproofing; Hauling of Creosote Lumber or Lutemen; Asphalt Rakers; Kettlem, Earth Compactors; Jackman and Sheetmen in Ditches more than 6 ft. deep; Laborers in ditches 6'deep or deeper; Assembly of Uncrete Pump; Tile Layers (sewer or field); Sewer Pipe Layers; Motor driven Wheelbarrows and Concrete Buggies; Hyster Operator; Pump Crete Assemblers; Core Drill Operator; Cement, Line or Silica Clay Handers; Handling of Toxic Materials damaging to clothing; Pneumatic Spikers; Deck Engine and Winch Operator; Water Main and Cable Ducking; Screed Man or Screw Operator on Asphalt Paver; Chain Saw and Demolition Saw Operator; Concrete Conveyor Assembler.

GROUP 2: Plaster Tenders, Mortar Mixers; Welders (acetylene or electric); Cutting Torch or Burner; Cement Nozzle; Cement Gun; Scaffold Builders when working for Plasterers, and Mason; Water Blast Machine Operator; Air Tool Operators and all Pneumatic Tool Operators; Air and Electric Vibrators and Chipping Hammer Operators; Asbestos Removal; Hazardous Waste Removal.

GROUP 3: Dynamite Men; Drillers, Mason Tenders; Air Track or Wagon Drilling for explosives; Laborer Specialist.

LAB00645-003 06/01/2025

BUILDING CONSTRUCTION

REMAINING COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 29.88	18.70
GROUP 2.....	\$ 30.38	18.70
GROUP 3.....	\$ 31.88	18.70

BUILDING CONSTRUCTION

GROUP 1: Building and Construction Laborers; Scaffold Builders (other than for Plasterers); Mechanic Tenders; Window Washers and cleaners; Waterboys and Toolhousemen; Roofers Tenders; Railroad Workers; Masonry Wall Washers (interior and exterior); Cement Finisher Tenders; Carpenter Tenders; All Portable Water pumps with discharge up to (3) inches; Plaster Tenders; Flag & Signal Person.

GROUP 2: Waterproofing; Handling of Creosot Lumber or like treated material (excluding railroad material); Asphalt Rakers and Lutemen; Kettlemen; Air Tool Operators and all 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 (metallic and non-metallic); Screed Man or Screw Operator on Asphalt Paver; Chain and Demolition Saw Operators; Concrete Conveyor Assemblers.

GROUP 3: Water Blast Machine Operator; Mortar Mixers; Welders (Acetylene or electric); Cutting Torch or Burner; Cement Nozzle. Laborers; Cement Gun Operator; Scaffold Builders when Working for Plasterers. Dynamite Men; Drillers - Air Track or Wagon Drilling for explosives Hazardous and Toxic material handler, Mason Tenders, asbestos removal or handler.

PAIN0027-005 06/01/2025

NEWTON COUNTY, West of Highway #41

	Rates	Fringes
GLAZIER.....	\$ 53.55	44.88

PAIN0091-006 06/01/2025

	Rates	Fringes
PAINTER		
Brush & Roller, Drywall		
Taping & Finishing,		
Vinyl/Paper Hanging.....	\$ 32.50	19.86
Spray.....	\$ 33.00	19.86

PAIN0460-001 06/01/2025

JASPER, NEWTON, PULASKI AND STARKE COUNTIES:

	Rates	Fringes
Painters:		
Brush & Roller.....	\$ 41.00	31.26
Drywall Finisher.....	\$ 41.80	31.26

PAIN0469-003 06/01/2025

LAGRANGE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller,		
Paperhanger, & Drywall		
Finishing.....	\$ 25.04	15.32
Lead Abatement.....	\$ 32.24	16.27
Spray & Sandblast Pot		
Tenders and Ground		
Personnel.....	\$ 27.04	16.27
Spray, Sandblast, Power		
Tools, Waterblast, & Steam		
Cleaning.....	\$ 27.04	16.27

PAIN1165-006 07/01/2025

JASPER, NEWTON (EAST OF HIGHWAY #41)

	Rates	Fringes
GLAZIER.....	\$ 44.09	30.73

PAIN1165-011 07/01/2025ELKHART, KOSCIUSKO, LAGRANGE, MARSHALL, PULASKI, and STARKE
COUNTY

	Rates	Fringes
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GLAZIER.....	\$ 34.22	24.67
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PLAS0101-004 06/01/2018

MARSHALL COUNTY AND PULASKI (SOUTHERN 1/2)

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 28.84	14.48
PLASTERER.....	\$ 26.81	12.40

PLAS0101-005 06/01/2018

ELKHART, KOSCIUSKO AND LAGRANGE COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 28.84	14.48
PLASTERER.....	\$ 25.69	11.75

PLAS0165-002 07/01/2018

NEWTON COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 37.28	18.53
PLASTERER.....	\$ 32.70	17.70

PLAS0406-002 07/01/2018

JASPER (REMAINDER OF COUNTY, INCLUDING WHEATFIELD), PULASKI (N 1/2) and STARKE COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 35.48	21.68
PLASTERER.....	\$ 33.28	17.32

PLAS0438-002 06/01/2018

PULASKI (NORTHERN 2/3), JASPER (N. EASTERN PORTION OF, WEST TO, BUT NOT INCLUDING WHEATFIELD), STARKE (ENTIRETY)

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 36.01	25.40

PLUM0166-002 06/01/2025

ELKHART, KOSCIUSKO, and LAGRANGE COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 45.06	23.16

PLUM0172-001 06/01/2025

JASPER (S of the N. Side of the City of Rensselaer), MARSHALL, PULASKI and STARKE COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 44.93	23.03

PLUM0210-003 06/01/2025		

JASPER (to the City of Rensselaer) and NEWTON COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 49.77	28.56

PLUM0597-004 06/01/2018		

JASPER (Excluding the city limits of Rensselear), AND NEWTON
(Entire County)

	Rates	Fringes
PIPEFITTER.....	\$ 48.50	31.12

ROOF0023-001 06/01/2024		

ELKHART, KOSCIUSKO, LAGRANGE, MARSHALL, PULASKI, and STARKE
COUNTIES

	Rates	Fringes
ROOFER		
COMPOSITION.....	\$ 34.55	21.04
SLATE & TILE.....	\$ 36.05	21.04

ROOF0026-001 06/01/2025		

JASPER AND NEWTON COUNTIES

	Rates	Fringes
ROOFER.....	\$ 47.47	27.81

SFIN0669-002 04/01/2025		

	Rates	Fringes
SPRINKLER FITTER.....	\$ 44.20	27.88

SHEE0020-006 07/01/2023		

	Rates	Fringes
SHEET METAL WORKER		
Elkhart, Kosciusko, & Marshall.....	\$ 38.40	28.05
Jasper, Newton, Pulaski, & Starke.....	\$ 47.60	29.31
Lagrange.....	\$ 37.82	26.37

TEAM0135-005 04/01/2025

JASPER and NEWTON COUNTIES

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 32.67	a
GROUP 2.....	\$ 33.17	a
GROUP 3.....	\$ 33.37	a
GROUP 4.....	\$ 33.52	a
GROUP 5.....	\$ 34.02	a

A: \$36.40 PER DAY & 450.00 PER WEEK.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Single Axle Trucks seven (7) cu.yds. or less than ten and one-half (10 1/2) tons, dumpsters, 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.

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 rucks, Euclids, hug bottom dumps, tournapulls, tournatrailers, trouarnarockers, 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., 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.

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 trucks 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 axle low boy trailers, and Contractor's mechanics when working on equipment operated by employees within this Bargaining Unit. Six (6) wheel pole trailers and one (1) man oil distributors, fork-lift over four (4) ton and mobile mixers.

GROUP 4: Drivers on heavy equipment over sixteen (16) cu.yds. or twenty-four ton, such as Koehring or similar dumpsters, tract trucks, Euclids, hug bottom dumps, trounapulls, 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 when working on equipment operated by employees with this Bargaining unit.

GROUP 5: Mechanic furnishing his own tools.

TEAM0364-001 06/01/2025

BUILDING

ELKHART, KOSCIUSKO, LAGRANGE & MARSHALL COUNTIES:

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 33.75	a+b
GROUP 2.....	\$ 33.95	a+b
GROUP 3.....	\$ 34.25	a+b
GROUP 4.....	\$ 34.75	a+b

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

TRUCK DRIVERS BUILDING CLASSIFICATIONS

GROUP 1: Pickup Trucks
GROUP 2: Single Axle Trucks
GROUP 3: Tandem, Triaxle and Fuel Trucks
GROUP 4: Semi Trailer Trucks

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>.

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 ""SU"", ""UAVG"", ?SA?, or ?SC? 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"

APPENDIX D

Forms

D-1: Certificate of Liability Insurance

D-2: Affidavit of Completion

D-3: Contractor's Certificate of Guarantee

D-4: Letter of Release

D-5 thru D-6: Form of Contractor's Certificate and Release



CERTIFICATE OF LIABILITY INSURANCE

D-1

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
	PHONE (A/C, No. Ext):	FAX (A/C, No):	
INSURED	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :		
	INSURER B :		
	INSURER C :		
	INSURER D :		
INSURER E :			
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB	☐ OCCUR					AGGREGATE \$
	☐ DED ☐ RETENTION \$	☐ CLAIMS-MADE					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y / ☐ N	N / A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Mr. Erik Mathavan
Director of Comprehensive Improvements
Elkhart Housing Authority
1396 Benham Avenue
Elkhart, Indiana 46516

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AFFIDAVIT OF COMPLETION
(type on company letterhead)

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)

Subscribed and sworn to before me _____ (name) _____ this _____ day of _____, 20____.

Notary Public

County and State

Authority Expires

CONTRACTOR'S CERTIFICATE OF GUARANTEE
 (Submitted on Contractor's Letterhead)
 (Original plus 3 copies)

(Date)

Mr. Erik Mathavan
 Director of Comprehensive Improvements
 Elkhart Housing Authority
 1396 Benham Avenue
 Elkhart, IN 46516

RE: MAILBOX REPLACEMENT
 Riverview High-Rise
 Elkhart Housing Authority
 Elkhart, Indiana

Dear Mr. Mathavan:

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)

State of: _____, County of: _____

Sworn to and subscribed before me this _____ day of _____ in the year 20____.

 Notary Public

My Authority expires on: _____

NOTARY SEAL

LETTER OF RELEASE
(Submitted on Contractors Letterhead)

(Date)

Mr. Erik Mathavan
Director of Comprehensive Improvements
Elkhart Housing Authority
1396 Benham Avenue
Elkhart, IN 46516

RE: MAILBOX REPLACEMENT
Riverview High-Rise
Elkhart Housing Authority
Elkhart, Indiana

Dear Mr. Mathavan:

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 Agency or its agents.
- (4) The Public Housing Agency 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 officer of the Contractor)

(Type name and title of signatory)

State of: _____, County of: _____

Sworn to and subscribed before me this _____ day of _____ in the year 20____

Notary Public

My Authority expires on: _____

NOTARY SEAL

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 PUBLIC HOUSING AUTHORITY _____,

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).

KNOW ALL MEN BY THESE PRESENTS:

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 of 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)

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

(name of contractor) _____, second, that he has read the foregoing Certificate and Release by him subscribed
as _____ (title) _____ of the _____ (name of Contractor) _____.