



AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the _____ day of _____ in the year _____
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Franklin
70 East Monroe Street
Franklin, Indiana 46131

Phone: 317-736-3602
Fax: 317-736-3603

and the Contractor:
(Name, legal status, address and other information)

Terstep Co., Inc.
9292 East 131 Street
Fishers, Indiana 46038

Phone: 317-849-3543
Fax: 317-845-0986

for the following Project:
(Name, location and detailed description)

City of Franklin – Main Street Façade Restoration

18-20 East Jefferson Street, Franklin, Indiana 46131
26 East Jefferson Street, Franklin, Indiana 46131
50 West Jefferson Street, Franklin, Indiana 46131
58 West Jefferson Street, Franklin, Indiana 46131
62 West Jefferson Street, Franklin, Indiana 46131
98 West Jefferson Street, Franklin, Indiana 46131
49 West Monroe Street, Franklin, Indiana 46131

The Architect:
(Name, legal status, address and other information)

DLZ Indiana, LLC
157 East Maryland Street
Indianapolis, Indiana 46204

Phone: 317-633-4120
Fax: 317-633-4177

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

| The date of commencement of the Work shall be the date of this Agreement.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

| Not applicable.

§ 3.2 The Contract Time shall be measured from the date of commencement.

| **§ 3.3** The Contractor shall achieve a Date of Final Completion no later than 180 days from date of this agreement. (Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

| Not applicable.

Init.

Portion of Work
Not applicable.

Substantial Completion Date
Not applicable.

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Not applicable.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be four hundred sixty thousand – five hundred dollars (\$460,500.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

No alternates

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item
Not applicable.

Units and Limitations
Not applicable.

Price Per Unit (\$0.00)
Not applicable.

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item
Not applicable.

Price
Not applicable.

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Not applicable.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the second day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the sixteenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than sixty (60) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

Init.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

| Reduction or limitation of retainage shall be per specification Section 007213 – General Conditions, Article 9.3.1.3.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

| § 5.2.2 The Owner's final payment to the Contractor shall be made no later than 45 days after the issuance of the Architect's final Certificate for Payment, or as follows:

| Owner's final payment to the Contractor shall be per specification Section 007213 – General Conditions, Article 9.10.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

| Not applicable.

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2007

| ☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

| § 8.2 Payments legally due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

| Not applicable.

§ 8.3 The Owner's representative:

(Name, address and other information)

| Travis Underhill, PE, LEED AP, CPESC
City Engineer
70 East Monroe Street
Franklin, Indiana 46131

| Phone: 317-736-3631

Fax: 317-736-5310

| E-Mail: tunderhill@franklin.in.gov

§ 8.4 The Contractor's representative:

(Name, address and other information)

Init.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 09:12:44 on 02/24/2014 under Order No.7305803177_1 which expires on 09/21/2014, and is not for resale.

User Notes:

(1866610029)

Mr. Stephen T. Garrett
9292 East 131st Street
Fishers, Indiana 46038

Phone: 317-849-3543
Fax: 317-845-7381

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions: Contractor will attempt to use Koch Corporation as one of their subs/suppliers.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Not applicable.	Not applicable.	Not applicable.	Not applicable.

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
Reference attached Exhibit A.

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
Reference attached Exhibit B.

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum No.1	3-19-13	Six (6)
Addendum No.2	3-22-13	Forty one (41)
Addendum No.3	3-27-13	Three (3)

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

Not applicable.

Init.

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

All bidding requirements enumerated in attached Exhibit A.
All bidding requirements enumerated in attached Exhibit B.
Contractor's original bid – specification Section 004113 – Bid Form – reference attached Exhibit C.
Proposed Subcontractors Form – specification Section 004336A – reference attached Exhibit D.
All restoration work shall adhere to the Secretary of Interior's Standards.
City of Franklin, Indiana Contractor Indemnification & Insurance Requirements – reference attached Exhibit E.
Contractor's revised bid – reference attached Exhibit F.
Contractor's Insurance and Compliance – reference attached Exhibit G.
Federal Labor Standard Provisions- reference attached Exhibit H.
Federal Construction Contract Provisions – reference attached Exhibit I.

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007 and per attached Exhibit E. Contractor agrees to name the City and the individual property owners as additional insureds on the required insurance policies.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond

Per Article 11 of AIA Document A201 –
2007

Limit of liability or bond amount (\$0.00)

Per Article 11 of AIA Document A201 - 2007

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Mr. Joe McGuinness, Mayor
City of Franklin

(Printed name and title)

CONTRACTOR (Signature)

Mr. Terrence Garrett, Vice President
Terstep Co., Inc.

(Printed name and title)

Init.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:12:44 on 02/24/2014 under Order No.7305803177_1 which expires on 09/21/2014, and is not for resale.

User Notes:

(1866610029)

EXHIBIT A

SECTION 000110 – TABLE OF CONTENTS

DIVISION 00 BIDDING AND CONTRACT REQUIREMENTS

Section 000107	Seals Page
Section 000110	Table of Contents
 SOLICITATION AND INSTRUCTIONS FOR PROCUREMENT	
Section 001113	Notice to Bidders
Section 002113	Instructions to Bidders
	<ul style="list-style-type: none">• AIA Document A701- 1997 Instructions to Bidders
 PROCUREMENT FORMS AND SUPPLEMENTS	
Section 004113	Bid Form
Section 004300	Bid Form Supplements and Certifications
Section 004313	Bid Bond
	<ul style="list-style-type: none">• AIA Document A310 - 2010 Bid Bond
Section 004325	Bidder's Substitution Request Form (During Bidding)
Section 004336	Proposed Subcontractors
Section 004336A	Proposed Subcontractors Form
 CONTRACTING FORMS AND SUPPLEMENTS	
Section 005213	Agreement between Owner and Contractor
	<ul style="list-style-type: none">• AIA Document A101 - 2007 Standard Form of Agreement between Owner and Contractor
 PROJECT FORMS	
Section 006113	Performance and Payment Bonds
	<ul style="list-style-type: none">• AIA Document A312 - 2010 Performance Bond• AIA Document A312 - 2010 Payment Bond
Section 006216	Certificate of Insurance
	<ul style="list-style-type: none">• Acord 25 Certificate of Liability Insurance
 CONDITIONS OF THE CONTRACT	
Section 007213	General Conditions of the Contract for Construction
	<ul style="list-style-type: none">• AIA Document A201-2007
Section 007346	Wage Rate Requirements
Section 007346A	Wage Determination Schedule

DIVISION 01 GENERAL REQUIREMENTS

Section 011000	Summary
	<ul style="list-style-type: none">• E-Verify Form• Federal Construction Contract Provisions
Section 012000	Project Meetings
Section 012300	Alternates
Section 012500	Substitution Procedures

Section 012600	• CSI Form 13.1A Substitution Request (After Bidding) Contract Modification Procedures • CSI Form 13.6D Proposal Worksheet Summary • CSI Form 13.6C Proposal Worksheet Detail • CSI Form 13.6A Change Order Request
Section 012900	Payment Procedures • AIA Document G702 Application for Certificate for Payment • AIA Document G703 Continuation Sheet • AIA Document G706 Contractor's Affidavit of Payment of Debts and Claims • AIA Document G706A Contractor's Affidavit of Release of Liens
Section 013100	Project Management and Coordination
Section 013200	Construction Progress Documentation
Section 013233	Photographic Documentation
Section 013300	Submittal Procedures
Section 013591	Historic Treatment Procedures
Section 014000	Quality Requirements
Section 014200	References
Section 015000	Temporary Facilities and Controls
Section 016000	Product Requirements
Section 017300	Execution
Section 017310	Cutting and Patching
Section 017400	Warranties
Section 017700	Closeout Procedures
Section 017823	Operation and Maintenance Data
Section 017839	Project Record Documents

DIVISION 02 – EXISTING CONDITIONS

Section 024119	Selective Structure Demolition
----------------	--------------------------------

DIVISION 03 – CONCRETE

Section 030132	Cementitious Leveling
----------------	-----------------------

DIVISION 04 – MASONRY

Section 040100	Masonry Repairs
----------------	-----------------

DIVISION 05 – METALS

Section 050170	Maintenance of Cast Iron
Section 050171	Metal Cornice Restoration

DIVISION 06 – WOOD, PLASTICS AND COMPONENTS

Section 060120	Maintenance of Finish Carpentry
Section 061000	Rough Carpentry
Section 062000	Finish Carpentry
Section 066500	Plastic Simulated Wood Trim
Section 068200	Molded Fiber Glass Fabrications

DIVISION 07 – THERMAL AND MOISTURE PROTECTION

Section 072100	Thermal Insulation
Section 072719	Plastic Sheet Air Barriers
Section 075323	Elastomeric Membrane Roofing –EPDM
Section 076200	Flashing and Sheet Metal
Section 079200	Joint Sealants

DIVISION 08 – OPENINGS

Section 080152	Wood Window Repairs
Section 081400	Wood Doors
Section 084113	Aluminum Framed Storefront
Section 085213	Metal Clad Wood Windows and Doors
Section 085269	Storm Windows
Section 087110	Door Hardware
Section 088100	Glass and Glazing

DIVISION 09 – FINISHES

Section 092116	Gypsum Board Systems
Section 095113	Acoustical Panel Ceilings
Section 096500	Resilient Flooring
Section 099100	Painting

DIVISION 10 – SPECIALTIES

Section 100173	Marquee Restoration
Section 107313	Awnings

DIVISION 11 – EQUIPMENT

Not Used

DIVISION 12 – FURNISHINGS

Not Used

DIVISION 13 – SPECIAL CONSTRUCTION

Not Used

DIVISION 14 – CONVEYING EQUIPMENT

Not Used

DIVISION 21 – FIRE SUPPRESSION

Not Used

DIVISION 22 – PLUMBING

Not Used

DIVISION 23 – HEATING VENTILATING AND AIR CONDITIONING

230548	Vibration Controls for HVAC
233113	Metal Ducts
233300	Air Duct Accessories

DIVISION 26 – ELECTRICAL

Not Used

DIVISION 27 – COMMUNICATIONS

Not Used

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

Not Used

DIVISION 31 - EARTHWORK

Not Used

DIVISION 32 – EXTERIOR IMPROVEMENTS

Not Used

DIVISION 33 – UTILITIES

Not Used

END OF SECTION 000110

EXHIBIT B

INDEX OF DRAWINGS

EXHIBIT B

SHEET NUMBER	SHEET TITLE
-----------------	-------------

COVER SHEET

ARCHITECTURE

A000	INDEX
A101	98 WEST JEFFERSON STREET
A102	98 WEST JEFFERSON STREET - ALTERNATES
A200	50-62 WEST JEFFERSON STREET - REFERENCE
A201	62 WEST JEFFERSON STREET
A202	62 WEST JEFFERSON STREET
A301	58 WEST JEFFERSON STREET
A401	50 WEST JEFFERSON STREET
A402	50 WEST JEFFERSON STREET
A501	18-20 EAST JEFFERSON STREET
A601	26 EAST JEFFERSON STREET
A701	57 NORTH MAIN STREET
A801	49 WEST MONROE STREET

STRUCTURAL

R101	49 WEST MONROE STREET
------	-----------------------

MECHANICAL

M501	18-20 EAST JEFFERSON STREET
M701	57 NORTH MAIN STREET
M801	49 WEST MONROE STREET

ELECTRICAL

E000	SYMBOLS AND ABBREVIATIONS
E101	98 WEST JEFFERSON STREET
E201	62 WEST JEFFERSON STREET
E301	58 WEST JEFFERSON STREET
E401	50 WEST JEFFERSON STREET
E501	18-20 EAST JEFFERSON STREET
E601	26 EAST JEFFERSON STREET
E701	57 NORTH MAIN STREET
E702	57 NORTH MAIN STREET
E801	49 WEST MONROE STREET
E901	LIGHT FIXTURE SCHEDULE

EXHIBIT C

MAIN STREET FACADE RESTORATION
Franklin, Indiana

1363-0866-90

All Bids shall be submitted on the following enclosed bid form. Insert language accordingly; complete in its entirety.

CONTRACTOR'S BID

PART I

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

Date: 3/28/13

City of Franklin, Main Street Facade Restoration

BIDDER (Firm): Terstep Co., Inc.
FEDERAL I.D. No./ SOCIAL SECURITY No.: 35-1325031
Address 9292 E 131st Street P.O. Box _____
City/State/Zip: Fishers, IN 46038
Telephone Number: (317) 849-3543 Fax Number: (317) 845-7381
Person to contact regarding this Bid: Steve Meier
Email: stevem@terstep.com Cell Number: (317) 697-0986

Pursuant to notices given, the undersigned offers to furnish labor and materials necessary to complete the construction work for:

Of improvements within the boundaries in accordance with Plans and Specifications, dated March 5, 2013 as prepared by DLZ Indiana, LLC, Project No. 1363-0866-90.

BASE BID

State the total lump sum amount for all work associated with the Base Bid scope of work.

For the total amount of FIVE HUNDRED EIGHTY-TWO THOUSAND
dollars (\$ 582,000.00)

For accounting purposes the following sub Base Bids listed by address must equal the total Base Bid.

57 NORTH MAIN STREET

State the total lump sum amount for all work associated with the Base Bid scope of work.

For the total amount of SEVENTY-SIX THOUSAND

dollars (\$ ~~45000~~ 76,000.00)

98 WEST JEFFERSON STREET

State the total lump sum amount for all work associated with the Base Bid scope of work.

For the total amount of ONE HUNDRED THOUSAND

dollars (\$ ~~45000~~ 100,000.00)

62 WEST JEFFERSON STREET

State the total lump sum amount for all work associated with the Base Bid scope of work.

For the total amount of SEVENTY-FOUR THOUSAND

dollars (\$ ~~50000~~ 74,000.00)

58 WEST JEFFERSON STREET

State the total lump sum amount for all work associated with the Base Bid scope of work.

For the total amount of FIFTY-ONE THOUSAND

dollars (\$ ~~40000~~ 51,000.00)

50 WEST JEFFERSON STREET

State the total lump sum amount for all work associated with the Base Bid scope of work.

For the total amount of FIFTY-FOUR THOUSAND

dollars (\$ ~~45000~~ 54,000.00)

18-20 EAST JEFFERSON STREET

State the total lump sum amount for all work associated with the Base Bid scope of work.

For the total amount of EIGHTY-SEVEN THOUSAND

dollars (\$ ~~40000~~ 87,000.00)

26 WEST JEFFERSON STREET

State the total lump sum amount for all work associated with the Base Bid scope of work.

For the total amount of FORTY-ONE THOUSAND

dollars (\$ ~~40000~~ 41,000.00)

MAIN STREET FACADE RESTORATION
Franklin, Indiana

1363-0866-90

49 WEST MONROE STREET

State the total lump sum amount for all work associated with the Base Bid scope of work.

For the total amount of NINETY-NINE THOUSAND
dollars (\$ 99,000.00)

ALTERNATE BID ITEMS:

57 NORTH MAIN STREET

ADD ALTERNATE NO. 1: RESTORE INTERIOR BULKHEAD

ADD the total amount of FOUR THOUSAND
dollars (\$ 4,000.00)

ADD ALTERNATE NO. 2: RESTORATION OF PLAY BILL CASES

ADD the total amount of FOUR THOUSAND-FIVE HUNDRED
dollars (\$ 4,500.00)

ADD ALTERNATE NO. 3: RESTORE TILE FLOORING IN LOBBY

ADD the total amount of FIVE THOUSAND-FIVE HUNDRED
dollars (\$ 5,500.00)

ADD ALTERNATE NO. 4: REPLACE BACK LIGHTING IN MARQUEE

ADD the total amount of ONE THOUSAND
dollars (\$ 1,000.00)

ADD ALTERNATE NO. 5: RELOCATE SECOND FLOOR DUCTWORK

ADD the total amount of SEVEN THOUSAND-FIVE HUNDRED
dollars (\$ 7,500.00)

MAIN STREET FACADE RESTORATION
Franklin, Indiana

1363-0866-90

ADD ALTERNATE NO. 6: REROOF MARQUEE

ADD the total amount of EIGHT THOUSAND
dollars (\$ 8000.00)

98 WEST JEFFERSON STREET

ADD ALTERNATE NO. 7: RESTORE FLOWER BOXES

ADD the total amount of ONE THOUSAND - FIVE HUNDRED
dollars (\$ 1500.00)

ADD ALTERNATE NO. 8: RESTORE BALCONY RAILING AND FLOOR

ADD the total amount of TWENTY-ONE THOUSAND - FIVE HUNDRED
dollars (\$ 21,500.00)

ADD ALTERNATE NO. 9: CONVERT BALCONY DOOR INTO A WINDOW

ADD the total amount of ONE THOUSAND - SIX HUNDRED
dollars (\$ 1600.00)

ADD ALTERNATE NO. 10: NEW LIGHT AT MAIN ENTRY

ADD the total amount of ONE THOUSAND
dollars (\$ 1000.00)

ADD ALTERNATE NO. 11: NEW INTERIOR STORMS SASHES

ADD the total amount of FORTY-FOUR THOUSAND
dollars (\$ 14,000.00)

62 WEST JEFFERSON STREET

ADD ALTERNATE NO. 12: NEW AWNING

ADD the total amount of EIGHT THOUSAND - FIVE HUNDRED
dollars (\$ 8500.00)

MAIN STREET FACADE RESTORATION
Franklin, Indiana

1363-0866-90

58 WEST JEFFERSON STREET

ADD ALTERNATE NO. 13: NEW AWNING

ADD the total amount of EIGHT THOUSAND - FIVE HUNDRED
dollars (\$ 8500)

50 WEST JEFFERSON STREET

ADD ALTERNATE NO. 14: NEW AWNING

ADD the total amount of EIGHT THOUSAND - FIVE HUNDRED
dollars (\$ 8500)

ADD ALTERNATE NO. 15: NEW ENTRY VESTIBULE

ADD the total amount of SIXTEEN THOUSAND
dollars (\$ 16,000.00)

ADD ALTERNATE NO. 16: NEW INTERIOR STORM SASHES

ADD the total amount of THREE - THOUSAND - FIVE HUNDRED
dollars (\$ 3500.00)

ADD ALTERNATE NO. 17: RESTORE WINDOWS

ADD the total amount of FIFTEEN THOUSAND - FIVE HUNDRED
dollars (\$ 15,500.00)

18-20 EAST JEFFERSON STREET

ADD ALTERNATE NO. 18: NEW AWNING

ADD the total amount of EIGHT THOUSAND - FIVE HUNDRED
dollars (\$ 8500.00)

ADD ALTERNATE NO. 19: NEW ENTRY VESTIBULE

ADD the total amount of THIRTY THOUSAND
dollars (\$ 30,000.00)

MAIN STREET FACADE RESTORATION
Franklin, Indiana

1363-0866-90

ADD ALTERNATE NO. 20: NEW INTERIOR STORM SASHES

ADD the total amount of ELEVEN THOUSAND
dollars (\$ 11,000.00)

26 EAST JEFFERSON STREET

ADD ALTERNATE NO. 21: NEW AWNING

ADD the total amount of EIGHT THOUSAND-FIVE HUNDRED
dollars (\$ 8500.00)

ADD ALTERNATE NO. 22: NEW INTERIOR STORM SASHES

ADD the total amount of FIVE THOUSAND-FIVE HUNDRED
dollars (\$ 5,500.00)

ADD ALTERNATE NO. 23: NEW CRESTING

ADD the total amount of THIRTEEN THOUSAND-FIVE HUNDRED
dollars (\$ 13,500.00)

49 WEST MONROE STREET

ADD ALTERNATE NO. 24: NEW AWNINGS

ADD the total amount of EIGHT THOUSAND-FIVE HUNDRED
dollars (\$ 8500.00)

98 WEST JEFFERSON STREET, 62 WEST JEFFERSON, 58 WEST JEFFERSON STREET, 50 WEST JEFFERSON STREET, 18-20 EAST JEFFERSON, 26 EAST JEFFERSON & 49 WEST MONROE

ADD ALTERNATE NO. 25: NEW ELECTRICAL JUNCTION BOXES

ADD the total amount of EIGHT THOUSAND
dollars (\$ 8000.00)

MAIN STREET FACADE RESTORATION
Franklin, Indiana

1363-0866-90

PROPOSAL TIME

Bidder agrees that this bid shall remain in force for a period of ninety (90) consecutive calendar days from the due date on base bid, and bids may be accepted or rejected during this period.

ADDENDA

The undersigned acknowledges receipt of the following Addenda:

No: 1 /date: 3/19/13	No /date: _____
No: 2 /date: 3/22/13	No /date: _____
No: 3 /date: 3/27/13	No /date: _____

SCHEDULE

The undersigned bidder or agent, being duly sworn on oath, that their Bid is in agreement with the Project Schedule as referenced in Section 004113 Bid Form, paragraph 1.1.H.

SUBSTANTIAL COMPLETION DATE

Based on the Scope of Work included in the Base Bid and any combination of Alternates accepted, Contractor proposes a Substantial Completion Date of 75 calendar days from a written Notice to Proceed.

WORK PERFORMED BY GENERAL CONTRACTOR

Bidder agrees to complete a minimum of 20 % of the project with his own employees.

MINORITY/WOMEN BUSINESS PARTICIPATION

Bidder agrees to have a minimum of 7 % of the minority and female owned businesses contracts for this project.

MAJOR SUBCONTRACTORS

Mechanical Subcontractor:	<u>CFC</u>	
Electrical Subcontractor:	<u>HR. ELECTRICAL</u>	<u>MBE</u>
Roof Subcontractor:	<u>HORNING</u>	
Sheet Metal Contractor	<u>POYNTER</u>	
Masonry Contractor	<u>BLAKELY CORP</u>	

5%

NON-COLLUSION AFFIDAVIT

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party hereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor
- (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;
- (c) No attempt has been made or will be made by the bidder to insure any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition;
- (d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf;
- (e) That attached hereto (if corporate bidder) is certified copy of resolution authorizing the execution of this certificate by the signature of this bid or proposal in behalf of the corporate bidder.

(Individual)

Terstep Co., Inc.

(Corporation)

Date:

3/28/13

By:

Stephen T. Garrett, President

This Non- Collusion Affidavit must be submitted with the bid.

This bid shall be furnished in duplicate, with both copies enclosed in the sealed bid envelope.

MAIN STREET FACADE RESTORATION
Franklin, Indiana

1363-0866-90

ACKNOWLEDGMENT

STATE OF Indiana

COUNTY OF Hamilton

Stephen T. Garrett being duly sworn, deposes and says that

he is President of the above Terstep Co., Inc.
(Title) (Name of the Organization)

and that the statements contained in the foregoing Bid, Certification, and Affidavit are true.

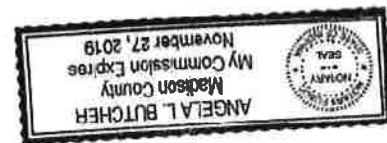
Subscribed and sworn to before me this 28th day of March, 2013

Angela L. Butcher
Angela L. Butcher

Notary Public

My Commission Expires: 11/27/19

County of Residence: Madison



CERTIFICATE OF COMPLIANCE WITH APPLICABLE LAW

The undersigned, in consideration with and/or entering into agreements with The City of Franklin, a governmental entity, does hereby make below certifications and acknowledges that said representations and compliance with applicable law is a requirement of doing business with a government entity and its deemed valuable consideration in entering into a contract with the City of Franklin. The undersigned agrees to be in full compliance with all applicable laws and shall immediately notify the City of Franklin in the event it has failed to comply with certification. In such event, The City of Franklin may immediately terminate any and all contracts with the undersigned. Compliance with all applicable State and Federal laws shall include, but is not limited to, the following:

- a. Execution of Non-Compliance Affidavits to be provided and submitted on a form required by the State Board of Accounts;
- b. Applicable wage scale provisions as required by law;
- c. Applicable anti-discrimination provisions as required by law;
- d. E-verify affidavit as required by law.

Furthermore, the undersigned certifies that it is not involved in the Iranian Energy Industry and does not do business with Vendors involved in the Iranian Energy Industry.

Additionally, the undersigned certifies that they/it are not aware of any relationship between the City of Franklin and their undersigned, its agents, employees or assigns which violates Indiana's anti-nepotism laws.

I HEARBY SWEAR AND AFFIRM UNDER PENALTIES FOR PERJURY THAT THE FOREGOING REPRESENTATIONS ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF. ALL OF WHICH IS SWORN TO THIS 28th DAY OF March, 2013.


Duly Authorized Representative of Contracting Party

INDIANA CERTIFICATION OF NO ENGAGEMENT IN INVESTMENT

ACTIVITIES WITH IRAN

The State of Indiana has enacted a law (IC 5-22-16.5) requiring that all state agencies and political subdivisions request certification in writing from their contractors that state the person awarded the contract or renewal is not engaged in investment activities with Iran. This declaration shall be signed by all contractors doing business with the City of Franklin.

The undersigned, individually and on behalf of Terstep Co., Inc. (Company Name)
certifies pursuant to IC 5-22-16.5 that they/it is not engaged in any investment activities in Iran as said
investment activity is prohibited by law.

Terstep Co., Inc.
(Company Name)

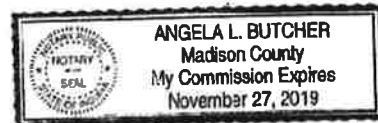
By: [Signature]
(Authorized Representative of Company)

Subscribed and sworn to before me on this 28th day of March, 2013

My commission expires: 11/27/19

County of Residence: Madison

Angela L. Butcher
Notary Public Signature



Angela L. Butcher
Notary Public - Printed Name

PART II

(Complete Section Nos. A, B, C, and D for all State and Local
Public Works projects as required by statutes.)

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

SECTION A - EXPERIENCE QUESTIONNAIRE

1. What similar projects has your organization completed?

Contract Amount	Class of Work	When Completed	Name and Address of Owner
\$2695464.00	General Trades	Jan 2012	Indianapolis City Market
\$4432000.00	General Trades	Sept 2012	IPS 19 Frederick Douglass Elem
\$2441900.00	General Trades	Sept 2012	IPS Arsenal Tech
\$2508871.00	General Trades	Dec 2012	IHA Lugar Towers

2. What similar projects now in process of construction by your organization?

Contract Amount	Class of Work	When Completed	Name and Address of Owner
\$619,000.00	General Trades	in process	Howard Co Jail Renovations
\$5532000.00	General Trades	March 2013	Ivy Tech CCCC
\$523400.00	General Trades	April 2013	IU Owen Hall Phase II
\$683000.00	General Trades	April 2013	IU Owen Hall Phase III
\$788000.00	General Trades	May 2013	IUPUI University Place

3. Have you ever failed to complete any work awarded to you? No If so, where and why?

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

Paul Gore, ConAgra Foods (317) 329-3237

Eric Waldmann, JDL Warm Construction LLC (513) 241-3787

Nick Abrams, Gilbane (317) 771-6703

SECTION B - PLAN AND EQUIPMENT QUESTIONNAIRE

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

Terstep Co., Inc. is prepared to start the job immediately pending material availability, and will provide the necessary workforce, equipment, and subcontractors to complete the project in a timely manner.

2. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond.

See sub list in bid form

3. What equipment do you intend to use for the proposed project?

Terstep Co., Inc. has the typical construction hand tools that will be required for the project. We own forklifts, scissor lifts, lulls, and several trucks if needed for the completion of this project.

4. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? ☒ YES ☐ NO

SECTION C - CONTRACTOR'S FINANCIAL STATEMENT

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

ASSETS

CURRENT ASSETS

CASH
 ACCOUNTS RECEIVABLE
 RETAINAGE RECEIVABLE
 UNDERBILLINGS ON CONTRACTS
 DUE FROM EMPLOYEES/AFFILIATE
 OTHER CURRENT ASSETS

3,468,335.25
 1,844,859.03
 703,017.92
 979,369.00
 68,339.47
 150,080.85

TOTAL CURRENT ASSETS

7,214,001.52

PROPERTY AND EQUIPMENT

BUILDINGS
 LEASEHOLD IMPROVEMENTS
 VEHICLES
 TOOLS AND EQUIPMENT
 FURNITURE AND FIXTURES
 COMPUTER EQUIPMENT
 ACCUMULATED DEPRECIATION

436,670.81
 167,738.85
 287,677.02
 525,621.86
 49,611.17
 54,381.57
 1,179,940.66-

TOTAL PROPERTY AND EQUIPMENT

341,760.62

INVESTMENTS

LAND

17,361.00

TOTAL INVESTMENTS

17,361.00

OTHER ASSETS

ADVANCES TO SHAREHOLDER

379,808.34

TOTAL OTHER ASSETS

379,808.34

TOTAL ASSETS

7,952,931.48

DATE: 3/22/2013
TIME: 3:25 PM
PAGE: 2
REPORT #: 002-BV

TERSTEP COMPANY, INC.
FINANCIAL REPORTS
FEBRUARY 28, 2013
BALANCE SHEET

LIABILITIES AND EQUITY

CURRENT LIABILITIES
ACCOUNTS PAYABLE
ACCRUED EXPENSES
PAYROLL TAXES PAYABLE
OVERBILLINGS ON CONTRACTS

3,752,212.58
125,792.37
13,272.62
1,283,594.00
5,174,871.57

TOTAL CURRENT LIABILITIES

LONG-TERM DEBT

TOTAL LONG-TERM LIABILITIES

TOTAL LIABILITIES

5,174,871.57

SHAREHOLDER'S EQUITY

COMMON STOCK
TREASURY STOCK
PAID IN CAPITAL
RETAINED EARNINGS
CURRENT YEAR INCOME

93,578.25
35,099.00-
100,000.00
2,607,721.97
11,858.69

TOTAL SHAREHOLDER'S EQUITY

2,778,059.91

TOTAL LIABILITIES AND EQUITY

7,952,931.48

DATE: 3/22/2013
TIME: 3:22 PM
PAGE: 1
REPORT #: 001-PL

TERSTEP COMPANY, INC.
FINANCIAL REPORTS
FEBRUARY 28, 2013
STATEMENT OF INCOME

	FY 2012	FY 2011
CONSTRUCTION REVENUES	4,749,051.76	9,248,884.80
CONSTRUCTION COSTS	4,351,396.36	8,709,469.47
GROSS PROFIT	397,655.40	539,415.33
SELLING, GENERAL AND ADMIN	396,000.31	451,603.94
INCOME FROM OPERATIONS	1,665.09	87,811.39
OTHER INCOME		
INTEREST INCOME	1,548.60	4,535.40
MISCELLANEOUS	8,645.00	5,190.00
TOTAL OTHER INCOME	10,193.60	9,725.40
NET INCOME	11,858.69	97,536.79

DATE: 3/22/2013
 TIME: 3:23 PM
 PAGE: 1
 REPORT #: 003-MS

TERSTEP COMPANY, INC.
 FINANCIAL REPORTS
 FEBRUARY 28, 2013
 ADMINISTRATIVE EXPENSE

	MONTH TO DATE	YEAR TO DATE	PRIOR YEAR MONTH	PRIOR YEAR TO DATE
OFFICE AND WAREHOUSE EXPENSE				
RENT	11,300.00	67,800.00	11,300.00	67,800.00
UTILITIES	2,520.77	11,670.28	2,781.43	8,666.22
MAINTENANCE	3,012.29	15,516.84	2,083.38	20,144.50
SHOP EXPENSE	299.99	1,296.44	1,096.47	7,430.69
TOTAL OFFICE AND WAREHOUSE	17,133.05	96,283.56	17,261.28	104,041.41
SELLING EXPENSES				
ADVERTISING				700.63
DUES AND SUBSCRIPTIONS	45.97	3,408.97	324.00	7,871.48
SELLING EXPENSES	1,541.24	12,969.63	1,522.17	8,397.56
TRAVEL AND ENTERTAINMENT	9.75	9.75	1,673.68	7,234.27
TOTAL SELLING EXPENSES	1,596.96	16,388.35	3,519.85	24,203.94
GENERAL AND ADMINISTRATIVE				
SALARIES				
GROUP INSURANCE	21,968.56	141,764.82	33,533.30	150,542.29
PAYROLL TAXES	1,346.88-	17,158.83	3,768.91	26,160.91
STATE & LOCAL TAXES	3,361.15	17,064.95	4,832.46	20,445.64
DEPRECIATION & AMORTIZATION		3,650.28		1,476.50
LEGAL AND ACCOUNTING	1,803.11	10,818.66	2,063.53	12,381.18
AUTO INSURANCE	4,498.50	11,898.50	8,643.00	10,818.00
PROPERTY INSURANCE		3,045.04	752.00-	2,840.50
LIFE INSURANCE		1,791.20		1,800.00
TELEPHONE		891.48		891.48
POSTAGE AND FREIGHT	80.23	13,238.11	1,934.87	9,624.26
INTERNET SERVICE	604.21	4,011.18	513.18	3,294.53
COMPUTER SUPPORT	126.51	1,123.47	141.50	564.45
OFFICE SUPPLIES				1,298.80
PRINTING	3,112.25	11,684.95	4,813.00	21,756.25
CONTRIBUTIONS				152.51
LICENSES		25.00	350.00	100.00
INTEREST		4,030.64		1,313.68
TOTAL GENERAL AND ADMIN	34,207.64	242,197.11	59,841.75	265,460.98
INDIRECT CONTRACT COSTS				
SMALL TOOLS				
AUTO AND TRUCK EXPENSES	3,546.15	10,215.05	2,326.56	18,304.07
SAFETY AND TRAINING	5,018.93	30,089.78	7,432.55	36,981.87
EQUIPMENT RENTALS AND REPAIR	447.65	48.95		
		777.51	223.11	2,711.67
TOTAL INDIRECT CONTRACT COST	9,012.73	41,131.29	9,982.22	57,897.61
TOTAL ADMINISTRATIVE EXPENSE	61,950.38	396,000.31	90,605.10	451,603.94

SECTION D - OATH AND AFFIRMATION

I hereby affirm under the penalties for perjury that the facts and information contained in the foregoing bid for public works are true and correct.

IN TESTIMONY WHEREOF, the bidder has hereunto set his hand this

_____ day of _____ 20____

Bidder:

IN TESTIMONY WHEREOF, the bidder (a firm) has hereunto set their hands this

_____ day of _____ 20____

Firm Name:

By:

Individual Names:

IN TESTIMONY WHEREOF, the bidder (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its Corporate Seal this 28th day of March 2013

Name of Corporation:

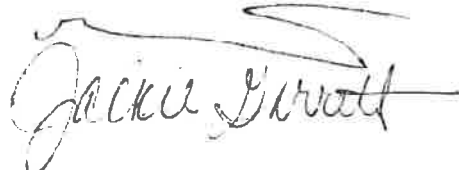
Terstep Co., Inc.

President:

Stephen T. Garrett

Secretary:

Jackie Garrett



END OF SECTION 004113

EXHIBIT D

FRANKLIN FACADE RESTORATION
PROPOSED SUBCONTRACTORS FORM

1363-0866-90

SECTION	DESCRIPTION	MATERIAL/MFR	SUPPLIER	INSTALLER
DIVISION 02 EXISTING CONDITIONS				
024119	Selective Demolition			Terstep Co, Inc.
DIVISION 03 CONCRETE				
030132	Concrete Leveling	Ardex	Jobsite Supply	Terstep Co, Inc.
030133	Concrete Rehabilitation			Terstep Co, Inc.
DIVISION 04 MASONRY				
040100	Masonry Repairs	Brixment/Western Miracle	All Seasons	Bronger Masonry
040121	Masonry Restoration and Cleaning			Bronger Masonry
040142	Stone Restoration			Bronger Masonry
DIVISION 05 METALS				
050170	Maintenance of Cast Iron	Hydro Clean	CMA Supply	Terstep Co, Inc.
050171	Metal Cornice Restoration	Bond O		Terstep Co, Inc.
DIVISION 06 WOOD, PLASTIC & COMPONENTS				
061000	Rough Carpentry		Chisholm Lumber	Terstep Co, Inc.
062000	Finish Carpentry	CertianTeed	Chisholm Lumber	Terstep Co, Inc.
066500	Plastic Simulated Wood Trim	Fypon	Chisholm Lumber	Terstep Co, Inc.
068200	Molded Fiber Glass Fabrications	Melton		Terstep Co, Inc.
DIVISION 08 OPENINGS				
080152	Wood Window Repairs			Terstep Co, Inc.
081400	Wood Doors	Maiman	Kelly Bros.	Terstep Co, Inc.
085213	Metal Cald Wood Windows & Doors	Pella	McComb	Terstep Co, Inc.
087100	Door Hardware	Varies	Kelly Bros.	Terstep Co, Inc.
088100	Glass Glazing	Old Castle	Cardinal Cove	Cardinal Cove
DIVISION 09 FINISHES				
099100	Painting	Sherwin Williams	Sherwin Williams	Elite Painting

004336A-1

EXHIBIT E

CITY OF FRANKLIN, INDIANA CONTRACTOR INDEMNIFICATION & INSURANCE REQUIREMENTS

The Work performed by the Contractor shall be at the risk of that Contractor exclusively. To the fullest extent permitted by law, Contractor shall indemnify, defend (at their sole expense) and hold harmless the **City of Franklin** and their employees ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement by the Contractor or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of the Contractor, its employees or agents, whether active or passive. The Contractor's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated.

INSURANCE REQUIREMENTS

Upon execution of this Agreement, and prior to the Contractor commencing any work or services, the Contractor shall provide the **City of Franklin** with a Certificate of Insurance as evidence of Commercial General Liability insurance, Workers' Compensation and Automobile Liability for any employees, agents, or Subcontractors of the Contractor. The **City of Franklin** shall be listed as an Additional Insured on Commercial General Liability, Automobile Liability, and Umbrella as noted below.

The Contractor's liability coverage shall use ISO form CG 00 01 10 01 (or equivalent coverage) and include the **City of Franklin** as an Additional Insured using ISO Form CG 20 10 11 85 (or equivalent coverage) or on the combination of ISO Forms CG 20 10 10 01 and CG 20 37 10 01 (or equivalent coverage). Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from explosion, collapse, underground property damage or work performed by subcontractors.

The coverage limits shall not be less than the following:

Commercial General Liability Insurance:

\$1,000,000 Each Occurrence
 \$2,000,000 General Aggregate
 \$2,000,000 Products/Completed Operations Aggregate
 \$1,000,000 Personal and Advertising Injury

Workers' Compensation and Employers' Liability Insurance: (or Exemption)

\$ 100,000 Bodily Injury by Accident
 \$ 500,000 Bodily Injury by Disease - Policy Limit
 \$ 100,000 Bodily Injury by Disease - Each Employee

Automobile Liability:

\$1,000,000 Each Accident

All coverage shall be placed with an insurance company duly admitted in the State of Indiana and have an AM Best rating of "A-" or better. Each Certificate of Insurance shall provide that the insurer must give the **City of Franklin** at least 30 days' prior written notice of cancellation and termination of the Contractor's coverage.

ADDENDUM

The Parties agree to incorporate the following additional provisions into their contracts as follows:

"The undersigned contractor, in exchange for valuable consideration, the receipt and legal sufficiency of which is now acknowledged, agrees to comply with and provide the following with respect to City of Franklin, Indiana's required indemnification and insurance provisions relative to the Project identified below:"

CONTRACTOR INDEMNIFICATION

The Work performed by the Contractor shall be at the risk of that Contractor exclusively. To the fullest extent permitted by law, Contractor shall indemnify, defend (at their sole expense) and hold harmless the **City of Franklin** and their employees ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement by the Contractor or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of the Contractor, its employees or agents, whether active or passive. The Contractor's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated.

All coverage shall be placed with an insurance company duly admitted in the State of Indiana and have an AM Best rating of "A-" or better. Each Certificate of Insurance shall provide that the insurer must give the **City of Franklin** at least 30 days' prior written notice of cancellation and termination of the Contractor's coverage.

"Agreed this _____ day of _____, _____.

Printed Name of Contractor: _____

Signature of Contractor's Authorized Representative: _____

Printed Name of Contractor's Authorized Representative: _____

Project Title/Description: _____

IN WITNESS WHEREOF, the Parties have caused this Addendum to be duly executed on of _____,
20____.

OWNER:

City of Franklin

By: _____

Joe McGuinness, Mayor

Date: _____

(SEAL)

ATTEST:

Janet P. Alexander, Clerk-Treasurer

EXHIBIT F

Bid and Pricing Information:

Building	Original Bid	No Alternates	Revised Total	Notes
57 North Main St.	76,000	0	0	no work to be done on this building
98 West Jefferson St.	100,000	0	82,900	
62 West Jefferson St.	74,000	0	71,900	
58 West Jefferson St.	51,000	0	49,000	
50 West Jefferson St.	54,000	0	52,200	
18-20 East Jefferson St.	87,000	0	75,300	
26 East Jefferson St.	41,000	0	38,100	
49 Monroe St.	99,000	0	91,100	
TOTAL	\$582,000	\$0	\$460,500	See attached project price breakdowns

Work That Appeared to Be Completed/Accepted Work:

General Notes	Advance Restoration has completed some work, much of what has been started still needs completed or re-done. This work includes minor demolition, masonry restoration, and painting: what we viewed as complete has been removed from our pricing. Proposal request on the FTP site that Advanced has submitted was originally included in pricing. All work will be completed per the Department of Interior Standards and while maintaining the historical preservation of the buildings
57 North Main St.	No work completed to date.
98 West Jefferson St.	Grounded joints on West and South Elevation. Some tuck-pointing on West elevation. Minor paint work
62 West Jefferson St.	Demolished metal band
58 West Jefferson St.	Minor demolition
50 West Jefferson St.	Minor demolition
18-20 East Jefferson St.	Paint work on facade done. Removed awning. No window paint. and cornice needs repainted
26 East Jefferson St.	Paint work on facade done. Removed awning. No window paint. and cornice needs repainted
49 Monroe St.	Some tuckpointing work done. Prep work for new windows done, but needs additional work. Interior drywall work complete/painted, but needs re-worked and touched up. Removed awning

Schedule:

Start: February 17 (Weather Depending)	Completion: May 31st
--	----------------------



CERTIFICATE OF LIABILITY INSURANCE

TERST-1

OP ID: KB

DATE (MM/DD/YYYY)

02/17/2014

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
H. J. Spier Company, Inc.
8250 Woodfield X'g Blvd #330
Indianapolis, IN 46240
Michael J. Glaser

CONTACT NAME: Karen K Banter CIC

PHONE (A/C, No, Ext): 317-815-2819

FAX (A/C, No): 317-815-2857

E-MAIL: kbanter@hjspier.com

ADDRESS: kbanters@hjspier.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Cincinnati Insurance Cos

10677

INSURER B: Cincinnati Casualty Co

28665

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED Terstep Co Inc
9292 E 131st Street
Fishers, IN 46038

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
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		CPP0870820	10/01/2013	10/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CPP0870820	10/01/2013	10/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE			CPP0870820	10/01/2013	10/01/2014	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC2122955	10/01/2013	10/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Form GA233 applies per written contract as respects additional insured status - SEE NOTES

CERTIFICATE HOLDER

FRANCIT

City of Franklin
Krista M Linke
70 E Monroe St
Franklin, IN 46131

CANCELLATION

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

© 1988-2010 ACORD CORPORATION. All rights reserved.

NOTEPAD:HOLDER CODE **FRANCIT**
INSURED'S NAME **Terstep Co Inc****TERST-1**
OP ID: KB

PAGE 2

Date **02/17/2014**

Certificate Holder and Additional Insured are extended to include:

Franklin Heritage Inc (57 N Main Street)
Huddleston, Stephen L & Saundra R (98 W Jefferson Street)
Emry, John & Bette L (62 W Jefferson Street)
Eggers, Jeffrey C & Woods, James A (58 W Jefferson Street)
Lock, Michael W II (50 W Jefferson Street)
Barnaby Development LLC (18-20 W Jefferson Street)
Sexson Properties LLC (49 W Monroe Street)

CERTIFICATION OF COMPLIANCE WITH APPLICABLE LAW

The undersigned, in consideration of contracting with and/or entering into agreements with the City of Franklin, a governmental entity, does hereby make the below certifications and acknowledges that said representations and compliance with applicable law is a requirement of doing business with a governmental entity and is deemed valuable consideration in entering into a contract with the City of Franklin. The undersigned agrees to be in full compliance with all applicable laws and shall immediately notify the City of Franklin in the event it has failed to comply with this certification. In such event, the City of Franklin may immediately terminate any and all contracts with the undersigned. Compliance with all applicable State and Federal laws shall include, but is not limited to, the following:

- a. Execution of Non-Collusion Affidavits to be provided and submitted on a form required by the State Board of Accounts;
- b. Applicable wage scale provisions as required by law;
- c. Applicable anti-discrimination provisions as required by law;
- d. E-verify affidavit as required by law.

Furthermore, the undersigned certifies that it is not involved in the Iranian Energy Industry and does not do business with Vendors involved in the Iranian Energy Industry.

Additionally, the undersigned certifies that they/it are not aware of any relationship between the City of Franklin and the undersigned, its agents, employees or assigns which violates Indiana's anti-nepotism laws.

I HEREBY SWEAR AND AFFIRM UNDER PENALTIES FOR PERJURY THAT THE FOREGOING REPRESENTATIONS ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF. ALL OF WHICH IS SWORN TO THIS 7th DAY OF February, 2014.



Duly Authorized Representative of Contracting Party

**INDIANA CERTIFICATION OF NO ENGAGEMENT IN INVESTMENT
ACTIVITIES WITH IRAN**

The State of Indiana has enacted a law (IC 5-22-16.5) requiring that all state agencies and political subdivisions request certification in writing from their contractors that state that the person awarded the contract or renewal is not engaged in investment activities in Iran. This declaration shall be signed by all contractors doing business with the City of Franklin.

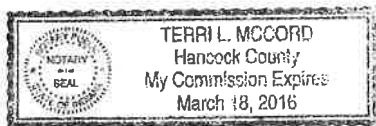
The undersigned, individually and on behalf of Terstep Company, Inc. (Company Name) certifies pursuant to IC 5-22-16.5 that they/it is not engaged in any investment activities in Iran as said investment activity is prohibited by law.

Terstep Company, Inc.
(Company Name)
By: _____
(Authorized Representative of Company)

Subscribed and sworn to before me on this 17th day of February, 20 14.
My commission expires: 03/18/2016
County of residence: Hancock

Terri L. McCord
Notary Public – Signature

Terri L. McCord
Notary Public – Printed Name



INDIANA LEGAL EMPLOYMENT DECLARATION

The State of Indiana has enacted a law (I.C. 22-5-1.7) requiring all state agencies and political subdivisions request verification from their contractors that their employees are legally eligible to work in the United States. This Declaration serves as notice that all Contractors doing business with the City of Franklin must, as a term of their contract:

1. Enroll in and verify the work eligibility status of newly hired employees of the contractor through the E-Verify programs (but is not required to do this if the E-Verify program no longer exists); and
2. Verify, by signature below, that the Contractor does not knowingly employ unauthorized aliens.

I, Terrence Garrett, a duly authorized agent of Terstep Company (name of Company), declare under penalties of perjury that Terstep Company Inc (name of Company) does not employ unauthorized aliens to the best of its knowledge and belief.

Terstep Company Inc
(Name of Company)
By: [Signature]
(Authorized Representative of Company)

Subscribed and sworn to before me on this 17th day of February, 2014.

My Commission Expires: 03/18/2016

County of Residence: Hancock

[Signature]
Notary Public – Signature

Terri McCord
Notary Public – Printed Name



ADDENDUM

The Parties agree to incorporate the following additional provisions into their contracts as follows:

"The undersigned contractor, in exchange for valuable consideration, the receipt and legal sufficiency of which is now acknowledged, agrees to comply with and provide the following with respect to City of Franklin, Indiana's required indemnification and insurance provisions relative to the Project identified below:"

CONTRACTOR INDEMNIFICATION

The Work performed by the Contractor shall be at the risk of that Contractor exclusively. To the fullest extent permitted by law, Contractor shall indemnify, defend (at their sole expense) and hold harmless the **City of Franklin** and their employees ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement by the Contractor or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of the Contractor, its employees or agents, whether active or passive. The Contractor's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated.

All coverage shall be placed with an insurance company duly admitted in the State of Indiana and have an AM Best rating of "A-" or better. Each Certificate of Insurance shall provide that the insurer must give the **City of Franklin** at least 30 days' prior written notice of cancellation and termination of the Contractor's coverage.

"Agreed this 17th day of February, 2014.

Printed Name of Contractor: Terstep Company, Inc.

Signature of Contractor's Authorized Representative: _____

Printed Name of Contractor's Authorized Representative: Terrence Garrett

Project Title/Description: Franklin Renovation

IN WITNESS WHEREOF, the Parties have caused this Addendum to be duly executed on of February 17, 2014, 20 .

OWNER:

City of Franklin

By: _____

Joe McGuinness, Mayor

Date: _____

(SEAL)

ATTEST:

Janet P. Alexander, Clerk-Treasurer

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Terstep Company Inc

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

9292 E 131st St

City, state, and ZIP code

Fishers IN 46038

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

35 1325031

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Terri L. McCard

Date ▶

Sept. 18, 2013

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

EXHIBIT H

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (I) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(II) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

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

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

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(II)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(III) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(IV) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract. HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (1) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(1) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

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

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(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 of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall 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 will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

EXHIBIT I

**FEDERAL
CONSTRUCTION
CONTRACT
PROVISIONS**

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

OFFICE OF COMMUNITY AND RURAL AFFAIRS
ONE NORTH CAPITOL, SUITE 600
INDIANAPOLIS, IN 46204-2288

Revised September 2013

TABLE OF CONTENTS

SECTION 1	GENERAL INFORMATION	Page #
	Bonding Requirements	1
	Retainage	1
	Change Orders	1
	Conflict of Interest	1
	Code of Conduct	1
	Record Retention	1
	Access to Records	1
	Contract Provisions	2
	Certification Regarding Use of Contract Funds for Lobbying	2
SECTION 2	EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS	
	Nondiscrimination	3
	EEO Officer	3
	Dissemination of EEO Policy	3
	Recruitment of Employees	4
	Selection of Subcontractors, Procurement of Materials and Leasing of Equipment	4
	EEO Records and Reports	4
	Nonsegregated Facilities	4
	Falsification of Documents	5
	Section 3	5
	Office of Federal Contract Compliance Programs (OFCCP)	5
SECTION 3	FEDERAL LABOR STANDARDS REGULATIONS	
	Regulations	6
	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	6
	Instructions for Certification Lower Tier Covered Transactions	7
	Payment of Prevailing Wages	8
	Personnel Actions	8
	Conformance Rates	8
	Payment of Fringe Benefits	9
	Apprentice Participation	9
	Overtime Requirements	9
	Withholding Payments	9
	Violations and Liability	10
	Statements and Payrolls	10
SECTION 4	HEALTH AND SAFETY	
	Safety and Accident Prevention	11
	Implementation of Clean Air & Water Act(s)	11

Note: This document is to be used as a guide for contractors and subcontractors working on Community Development Block Grant projects in the State of Indiana. It is not verified to be all inclusive and the contractor is fully responsible for complying with all federal regulations applicable to the CDBG program.

SECTION 5 REQUIRED POSTERS

**IOSHA Safety and Health Protection on the Job
Notice to All Employees working on Federally Financed Construction Projects
Equal Employment Opportunity is The Law
Federal Fair Housing Law
Employee Polygraph Protection Act**

SECTION 6 FORMS AND EXHIBITS

**SECTION 3 Compliance Report
Federal Labor Standards Provisions (HUD-4010)
Contractor's Certification
Subcontractor's Certification
Wage/Fringe Benefit Certification
Certified Payroll Form (WH-347)
Certified Payroll Form (WH-348)
Instructions for Completing Certified Payroll Form**

Required Contract Provisions Federally-Assisted Construction Contracts

SECTION 1 General Information

BONDING REQUIREMENTS:

IC 36-1-12-4.5, IC 36-1-12-13.1, IC 36-1-12-14 e

The minimum requirements for contracts exceeding \$100,000 for construction shall be as follows:

1. A Bid Bond or a certified check shall be filed with each bid equivalent to 5% of the bid price as assurance that the bidder will, upon acceptance of their bid, execute such contractual documents as may be required within the time specified.
2. A Performance Bond for 100% of the contract price to assure fulfillment of the contractor's obligations under the contract.
3. A Payment Bond for 100% of the contract price to assure payment of all persons supplying labor and material in the execution of the work provided for in the contract.

NOTE: The Bid Bond must be submitted with the bid and the Performance Bond and Payment Bond must be provided to the project owner *before* construction begins on the project.

RETAINAGE:

IC 36-1-12-14

Public work contracts in excess of \$100,000 require the retainage of 5% of the dollar value of all work satisfactorily completed by the contractor(s). The escrow agent shall be selected by mutual agreement between the board of the awarding agency and the contractor(s). The contractor shall be paid in full within sixty one (61) days after the date of substantial completion. If upon substantial completion of the public work there remain uncompleted minor items, an amount equal to two hundred percent (200%) of the value of each item as determined by the architect/engineer shall be withheld until the item is completed.

CHANGE ORDERS:

IC 36-1-12-18

A change order may not be issued before commencement of the actual construction except in the case of an emergency. In such a case, the board of awarding agency must make a declaration and the board's minutes must show the nature of the emergency. The total of all change orders issued that increase the scope of the project may not exceed twenty percent (20%) of the amount of the original contract. A change order issued as a result of circumstances that could not have been reasonably foreseen does not increase the scope of the project. All change orders must be prepared by the project engineer or architect and approved and signed by the board of

the awarding agency and the contractor. All change orders must be directly related to the original public work project.

CONFLICT OF INTEREST:

24 CFR 570.611

In the procurement of supplies, equipment, construction and/or services by recipients and subrecipients, any conflict of interest is prohibited. No persons who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

CODE OF CONDUCT:

24 CFR 84.42

The recipient of CDBG grant funds shall maintain written standards of conduct governing the performance of employees engaged in the award and administration of contracts stating that no employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved.

RECORD RETENTION:

24 CFR 85.42

Financial records, supporting documents, statistical records and all other records pertinent to a grant shall be retained for a period of five years. If any litigation, claim, negotiation, audit or other action is started before the expiration of the five-year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved. The retention period starts from the date of the submission of the final expenditure report or, from the date of the submission of the annual financial status report covering the last expenditure of grant funds for that year.

ACCESS TO RECORDS:

24 CFR 85.42-e

The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers or other records which are pertinent to the grant in order to make audits, examinations, excerpts and transcripts. The right of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

Required Contract Provisions Federally-Assisted Construction Contracts

CONTRACT PROVISIONS:

In addition to provisions defining a sound and completed procurement contract, any recipient of federal funds shall include the following:

Contracts other than small purchases shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.

All contracts in excess of \$25,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. In addition, such contract shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Contracts, subcontracts, and subgrants of amounts in excess of \$100,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The provision shall require reporting of violations to the grantor agency and to the US EPA Administrator for Enforcement (EN-329).

These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract.

Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract that may in turn be made. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

A breach of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12.

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING:

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 – 49 CFR 20)

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed with this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such recipients shall certify and disclose accordingly.

Any and all contractors, subcontractors, independent contractors, suppliers, facilitators or any person participating in any program or activity receiving federal financial assistance shall:

Required Contract Provisions Federally-Assisted Construction Contracts

- a. Prohibit discrimination based on race, color or national origin under Title VI of the Civil Rights Act of 1964;
- b. Prohibit discrimination on the basis of sex under Title VII of the Civil Rights Act of 1964 and amended by the Equal Employment Opportunity Act of 1972;
- c. Prohibit discrimination on the basis of age under the Age Discrimination Act of 1975;
- d. Prohibit discrimination on the basis of disability under Section 504 of the Rehabilitation Act of 1973;
- e. Take affirmative action to employ and advance qualified disabled people under Section 503 of the Rehabilitation Act of 1973;
- f. Promote and insure equal opportunity for all persons, without regard to race, color, religion, sex, or national origin under Executive Order 11246 as Amended;
- g. Display posters which summarize the Federal laws prohibiting job discrimination based on race, color, sex, national origin, religion, age, equal pay and disability;
- h. Prohibit discrimination based on disability under the Americans with Disabilities Act of 1990;
- i. Assure that all buildings assigned for public use be designed, constructed and altered so as to be accessible to and usable by persons with physical disabilities under the Architectural Barriers Act of 1968; and
- j. Avoid maintaining or providing any segregated facilities.

Any and all contractors, subcontractors, independent contractors, suppliers, facilitators or any person participating in any program or activity receiving federal financial assistance shall:

Comply with the provisions for the elimination of Lead-Based paint hazards under 24 CFR Part 35;

Take all necessary precautions to guard against damages to property and injury to persons.

SECTION 2 Equal Employment Opportunity Regulations

NONDISCRIMINATION:

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more)

Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contractor Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.D. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO.

The contractor will work with the awarding agency and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

EEO OFFICER:

The contractor will designate and make known to the awarding agency an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

DISSEMINATION OF POLICY:

All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to

Required Contract Provisions Federally-Assisted Construction Contracts

provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO officer.

All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority employees.

Notices and posters identifying the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

RECRUITMENT OF EMPLOYEES:

When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

In the event the contractor has a valid bargaining agreement providing for exclusive hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementations of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

SELECTION OF SUBCONTRACTORS, PROCUREMENT OF MATERIALS AND LEASING OF EQUIPMENT:

The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

Disadvantaged business enterprises (DBE) as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees.

The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

EEO RECORDS AND REPORTS:

The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives. The records kept by the contractor shall document the following:

The number of minority and non-minority group members and women employed in each work classification on the project;

The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

NONSEGREGATED FACILITIES:

Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.

By the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, all parties certify that the firm does not maintain or provide for its employees any segregated facilities at any of its

Required Contract Provisions Federally-Assisted Construction Contracts

establishments, and that the firm does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the EEO provisions of this contract. The contractor further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

As used in this certification, the term "segregated facilities" refers to facilities provided for employees which are segregated by explicit directive, or on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override, (e.g. disabled parking).

The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

FALSIFICATION OF DOCUMENTS:

The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

The contractor or subcontractor shall make the records required available for inspection, copying, or transcription by authorized representatives of the awarding agency or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the awarding agency, HUD or DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds of debarment action pursuant to 29 CFR 5.12.

SECTION 3

The purpose of Section 3 requires that recipients of HUD funds and their contractors and subcontractors provide jobs and other economic opportunities to low-income persons. The CDBG project service area for Section 3 compliance will be the nonmetropolitan county.

Contractors and subcontractors participating in federally-assisted projects are required to track and report their activity relative to the hiring and training of low and moderate income persons and the use of local businesses owned by low-income persons. This information must be reported by all contractors and subcontractors, whose contract is \$100,000 or greater,

prior to project completion utilizing the "Section 3 Compliance form".

All Section 3 covered contracts shall include the following Section 3 clause:

"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 parties to this contract agree to comply with this Section and certify that they are under no contractual or other impediment that would prevent them from complying with these regulations. The contractor agrees to notify each labor organization or representative workers with which the contractor has a collective bargaining agreement of the contractor's commitments under this Section 3 clause and include this clause in every subcontract subject to compliance with the Section 3 regulations. The contractor will certify that any vacant employment positions, including training positions, that are filled after the contractor is selected but before the contract is executed with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractors obligations under this section of the Code of Federal Regulations. Noncompliance with HUD's regulations in this Part may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts."

OFFICE OF FEDERAL CONTRACT COMPLIANCE (OFCCP)

For federally assisted construction contracts, the OFCCP administers and enforces Executive Order 11246, as amended. This Order prohibits discrimination and requires affirmative action to ensure equal employment opportunity without regard to race, color, sex, religion and/or national origin; and the implementing regulations at 41 CFR Parts 60-1 through 60-50. Generally, all contractors and subcontractors holding non-exempt federally assisted construction contracts and subcontracts exceeding \$10,000 must comply with Executive Order 11246.

A "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity" (Executive Order 11246) is to be included in the bid solicitations for all federally assisted construction contracts and subcontracts in excess of \$10,000. The Notice, which is published at 41 CFR 60-4.2, informs the contractor/bidder of the affirmative action requirements imposed under Executive Order 11246, including the specified goals for minority and female participation.

Covered federally assisted construction contracts and subcontracts must incorporate the equal opportunity clause found at 41 CFR 60-1.4(b).

The equal opportunity clause may be expressly included in each contract or subcontract or incorporated by reference. Importantly, the equal opportunity clauses are deemed to be a part of every covered construction contract and subcontract

Required Contract Provisions Federally-Assisted Construction Contracts

even if they are not physically incorporated in the contract documents.

In addition to the equal opportunity clauses, federally assisted construction contracts and subcontracts in excess of \$10,000 must include the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" which are found at 41 CFR 60-4.3. The specifications describe the affirmative action obligations and set forth the specific affirmative action steps the construction contractor must implement in order to make a good faith effort to achieve the goals for minority and female participation that were listed in the bid solicitation.

Additional information regarding OFCCP Compliance may be found at www.dol.gov/esa/OFCCP or, at 1-800-397-6251. The Indiana office is located at 46 East Ohio Street, Suite 419, Indianapolis, IN 46204 and phone number is 317-226-5860.

SECTION 3 Federal Labor Standards Regulations

Any and all contractors, subcontractors, independent contractors, suppliers, facilitators or any person participating in any program or activity receiving federal financial assistance shall:

Comply with federal labor standards regulations as follows:

1. Davis-Bacon Act
2. Contract Work Hours and Safety Standards Act
3. Copeland Act (Anti-Kickback Act)
4. Fair Labor Standards Act

The U. S. Department of Labor has published rules and regulations corresponding to the above regulations at Title 29 CFR Parts 1, 3, 5, 6 and 7.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION PRIMARY COVERED TRANSACTIONS:

(Applicable to all Federal-aid contracts 49 CFR 29)

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other

remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the non-procurement portion of the "Lists of Parties Excluded from Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

If a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies

Required Contract Provisions Federally-Assisted Construction Contracts

available to the Federal Government, the department or agency may terminate this transaction for cause or default.

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and

Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION APPLICABLE TO ALL SUBCONTRACTS, PURCHASE ORDERS AND OTHER LOWER TIER TRANSACTIONS OF \$25,000 OR MORE

By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contract the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations.

The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

If a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Required Contract Provisions Federally-Assisted Construction Contracts

PAYMENT OF PREVAILING WAGES:

Applicable to all Federal-aid (CDBG) construction contracts exceeding \$2,000 and to all related subcontracts:

All mechanics and laborers employed or working upon the site of the work 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 (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits or cash equivalents thereof due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor, hereinafter called "the wage determination", which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1 (b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid. Regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill.

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.

All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3 and 5 are herein incorporated by reference in this contract.

PERSONNEL ACTIONS:

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities

do not indicate discriminatory treatment of project site personnel.

The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

CONFORMANCE RATES:

The awarding agency shall require that any class of laborers or mechanics employed under the contract which is not listed in the wage determination shall be classified in conformance with the wage decision.

An additional classification, wage rate and fringe benefits may be approved only when the following criteria have been met:

- (1) The work to be performed by the additional classification is not performed by any other classification in the wage determination;
- (2) The additional classification is utilized in the area by the construction industry;
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

If the contractor or subcontractor, laborers and mechanics, awarding agency and the contracting officer agree on the classification and conformance wage rate including the amount designated for fringe benefits where appropriate, the conformance rates shall be paid to all workers performing work in that classification from the first day on which work is performed in the classification.

In the event the contractor or subcontractors, laborers and mechanics, awarding agency and the contracting officer do not agree on the proposed classification and wage rate including the amount designated for fringe benefits where appropriate, the contracting officer (OCRA Labor Standards Compliance

Required Contract Provisions Federally-Assisted Construction Contracts

Officer) shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting agency or will notify within the 30-day period that additional time is necessary. Any work performed during the waiting period will be paid at the base wage and fringe benefit amount conditionally assigned by the contracting officer until a conformance rate is assigned by the Wage and Hour Administrator.

PAYMENT OF FRINGE BENEFITS:

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 or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof. If the contractor or subcontractor does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met.

APPRENTICE PARTICIPATION:

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 duly registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau.

The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted under the contract as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the

rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

OVERTIME REQUIREMENTS:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices) shall require or permit any laborer, mechanic, watchman, guard or apprentice in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, guard or apprentice receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

WITHHOLDING PAYMENT FOR UNPAID WAGES:

The awarding agency shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

Required Contract Provisions Federally-Assisted Construction Contracts

VIOLATIONS AND LIABILITY FOR UNPAID WAGES AND LIQUIDATED DAMAGES:

In the event of any violation of the requirements set forth in this document, the contractor and any subcontractor responsible for the violation shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages.

STATEMENTS AND PAYROLLS:

Applicable to all Federally-assisted construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.

The Contractor shall comply with the Copeland Regulations of the Secretary of Labor.

Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, watchmen, helpers and guards working at the site of the work.

The payroll records shall contain the name and last four digits of the social security number of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices under approved programs shall maintain written evidence of the registration of apprentices and ratios and wage rates prescribed in the applicable programs.

Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the awarding agency or an agent thereof, a certified payroll report of wages paid each of its employees. The payroll submitted shall set out accurately and completely all of the information required to be maintained. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government

Printing Office, Washington D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

That the payroll for the payroll period contains the information required to be maintained and that such information is correct and complete;

That such laborer or mechanic employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

That each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance".

Required Contract Provisions Federally-Assisted Construction Contracts

SECTION 4 Health and Safety

SAFETY AND ACCIDENT PREVENTION:

In the performance of this contract the contractor shall comply with all applicable Federal, State and local laws governing safety, health and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the awarding agency may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3333).

Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:

(Applicable to all Federally assisted construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U. S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

That the firm shall promptly notify the awarding agency of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

That the firm agrees to include or cause to be included the requirements of this Section in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.