

INVITATION FOR BID (IFB)



IFB-DCH-C3099A-26

**ASPHALT SERVICES
PARKING LOT CRACK FILLING,
SEAL COATING & STRIPING**

Housing Authority of the County of DeKalb
310 N 6th Street
DeKalb IL 60115

JANUARY 23, 2026

REQUEST FOR PROPOSAL (IFB) NO. DCH-C30989A-26
Asphalt Services – Parking Lot Crack Filling, Seal Coating & Striping

IFB Document

Table of Contents

[Table No. 1]

Section	Description	Page
	Introduction	3
	RFP Information at a Glance	3
1.0	HACD’S Reservation of Rights	4
2.0	Scope of Work/Technical Specifications	4
3.0	Proposal Format	12
3.1	Tabbed Proposal Submittal	13
3.1.12	Proposal Submittal Binding Method	14
3.3.6	Davis Bacon Wage	16
3.4	Proposal Submission	18
3.5	Proposer’s Responsibilities--Contact With the HACD	19
4.0	Proposal Evaluation	21
5.0	Contract Award	21
5.1	Contract Award Procedure	21
5.2	Contract Conditions	21
5.3	Contract Period	22
5.4	Licensing and Insurance Requirements	22
5.5	Right to Negotiate Fees	23
5.6	Contract Services Standards	23
	Proposal Sheet-(Contractor to place in Seal Envelope with Attachment A	25-27
	Attachments A- J	28

INTRODUCTION

The Housing Authority of the County of DeKalb (hereinafter, “HACD”) is a public entity that was formed in 1946 to provide federally subsidized housing and housing assistance to low-income families, within the County of DeKalb. The HACD is headed by an Executive Director (ED) and is governed by a five-person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, “CFR”) and the HACD’s procurement policy. Owner’s Contacting Officer (CO) for the work is its Capital Projects, Contracts & Procurement Manager.

Currently, the HACD owns and/or manages: multi-family apartment complexes totaling 391 units, and administrates a total of 611 Section 8 Housing Choice Vouchers (for a total of 1,002). The HACD currently has approximately 23 employees.

In keeping with its mandate to provide efficient and effective services, the HACD is now soliciting proposals from qualified, licensed and insured entities to provide the above noted services to the HACD. All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

IFB INFORMATION AT A GLANCE

[Table No. 2]

REQUEST FOR PROPOSAL (IFB) NO. DCH-C30989A-26
Asphalt Services – Parking Lot Crack Filling, Seal Coating & Striping

HACD CONTACT PERSON	Randy J. Bourdages Capital Projects, Contracts & Procurement Manager Telephone [815-758-2692 x.122] Cell Phone [815-739-0010] rbourdages@dekcohousing.com
HOW TO OBTAIN THE RFP DOCUMENTS ON THE APPLICABLE INTERNET SITE	1. Access www.dekcohousing.com . 2. Click on <u>Procurement on the top of the webpage.</u>
PRE-PROPOSAL CONFERENCE	Proposers are welcome to visit the sites at their convenience.
HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL	3. As instructed within Section 3.0 of the RFP document, submit 1 copy of your "hard copy" proposal to the HACD Central office.
PROPOSAL SUBMITAL RETURN & DEADLINE	Wednesday, February 25, 2026, 2:00 p.m. The Housing Authority of the County of DeKalb 310 N. 6 th Street, DeKalb, IL 60115 The proposal must be received in-hand and time-stamped by the HACD by no later than 2:00 PM on this date.

1.0 HACD'S RESERVATION OF RIGHTS:

- 1.1 The HACD reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the HACD to be in its best interests.
- 1.2 The HACD reserves the right not to award a contract pursuant to this RFP.
- 1.3 The HACD reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the successful proposer(s).
- 1.4 The HACD reserves the right to determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this RFP.
- 1.5 The HACD reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the HACD Contracting Officer (CO).
- 1.6 The HACD reserves the right to negotiate the fees proposed by the proposer entity.
- 1.7 The HACD reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- 1.8 The HACD shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- 1.9 The HACD shall reserve the right to at any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein.

2.0 SCOPE OF WORK (SOW)/TECHNICAL SPECIFICATIONS (T/S): The HACD is seeking proposals from qualified, licensed and bonded entities to provide the following detailed services:

Contractor to provide Parking Lot maintenance to include crack filling services, seal coating and striping of parking lots and driveways at HACD sites as outlined in this specification. (Table 3) There may need some asphalt patching as well. The contractor shall furnish all personnel, parts, materials,

REQUEST FOR PROPOSAL (IFB) NO. DCH-C30989A-26
Asphalt Services – Parking Lot Crack Filling, Seal Coating & Striping

equipment, tools and services in conformance with the specifications. Services shall be provided by qualified and trained service personnel. The contractor shall also repair or replace asphalt as requested by the HACD representative. All labor, travel cost and equipment cost for additional services shall be billed according to rates quoted in the contractors proposals and as authorized via HACD issued Task Orders.

2.1 Service Locations: The successful proposer will, as required by code, law or regulation, provide required services to the parking lots at the following HACD developments:

HACD Service Locations

(All measurements by Proposer)

[Table No. 3]

RFP Section	Building Name	Item No.	Qty	U/M	Description
					507 E Taylor Street DeKalb
2.1.2	Taylor Street Plaza				
2.1.2		1		Lin. Ft	Crack Filling
2.1.3		2		Sq. Ft	Asphalt Seal Coating
2.1.4		3		Lin. Ft	Striping
2.1.5		4		Sq. Ft	Patching
					720 14th & 1428 Lewis Streets DeKalb
2.1.6	Lewis Court		DeKalb		
2.1.7		1		Lin. Ft	Crack Filling
2.1.8		2		Sq. Ft	Asphalt Seal Coating
2.1.9		3		Lin. Ft	Striping
2.1.10		4		Sq. Ft	Patching
					350 Grant Street Sycamore
2.1.11	Civic Apartments		Sycamore		
2.1.12		1		Lin. Ft	Crack Filling
2.1.13		2		Sq. Ft	Asphalt Seal Coating
2.1.14		3		Lin. Ft	Striping
2.1.15		4		Sq. Ft	Patching
					275 North Cross Street Sycamore
2.1.16	Mason Court		Sycamore		
2.1.17		1		Lin. Ft	Crack Filling
2.1.18		2		Sq. Ft	Asphalt Seal Coating
2.1.19		3		Lin. Ft	Striping
2.1.20		4		Sq. Ft	Patching

REQUEST FOR PROPOSAL (IFB) NO. DCH-C30989A-26
Asphalt Services – Parking Lot Crack Filling, Seal Coating & Striping

					Buildings 101 - 110 Courtyard
2.1.21	Mason Court		Sycamore		
2.1.22		1		Lin. Ft	Crack Filling
2.1.23		2		Sq. Ft	Asphalt Seal Coating
2.1.24		3		Lin. Ft	Striping
2.1.25		4		Sq. Ft	Patching
					Building 201 - 216 Courtyard
2.1.26	Mason Court		Sycamore		
2.1.27		1		Lin. Ft	Crack Filling
2.1.28		2		Sq. Ft	Asphalt Seal Coating
2.1.29		3		Lin. Ft	Striping
2.1.30		4		Sq. Ft	Patching
					Maertz Drive Sycamore
2.1.31	Mason Court		Sycamore		
2.1.32		1		Lin. Ft	Crack Filling
2.1.33		2		Sq. Ft	Asphalt Seal Coating
2.1.34		3		Lin. Ft	Striping
2.1.35		4		Sq. Ft	Patching
					234 Garden Street
2.1.36	Garden Estates		Sycamore		
2.1.37		1		Lin. Ft	Crack Filling
2.1.38		2		Sq. Ft	Asphalt Seal Coating
2.1.39		3		Lin. Ft	Striping
2.1.40		4		Sq. Ft	Patching
					427 Haish Blvd
2.1.41	Garden Estates		DeKalb		
2.1.42		1		Lin. Ft	Crack Filling
2.1.43		2		Sq. Ft	Asphalt Seal Coating
2.1.44		3		Lin. Ft	Striping
2.1.45		4		Sq. Ft	Patching
					965 Dresser Road
	Dresser Court		DeKalb		
2.1.46		1		Lin. Ft	Crack Filling
2.1.47		2		Sq. Ft	Asphalt Seal Coating
2.1.48		3		Lin. Ft	Striping
2.1.49		4		Sq. Ft	Patching

REQUEST FOR PROPOSAL (IFB) NO. DCH-C30989A-26
Asphalt Services – Parking Lot Crack Filling, Seal Coating & Striping

					3345 Resource Parkway
	Briarwood Apts.		DeKalb		
2.1.50		1		Lin. Ft	Crack Filling
2.1.51		2		Sq. Ft	Asphalt Seal Coating
2.1.52		3		Lin. Ft	Striping
2.1.53		4		Sq. Ft	Patching

					303-313 Gurler Street
	Gurler Apts		DeKalb		303-313 Gurler Street
2.1.50		1		Lin. Ft	Crack Filling
2.1.51		2		Sq. Ft	Asphalt Seal Coating
2.1.52		3		Lin. Ft	Striping
2.1.53		4		Sq. Ft	Patching

					250 McKinley Street
	Sunset View Apts		Hinckley		
2.1.50		1		Lin. Ft	Crack Filling
2.1.51		2		Sq. Ft	Asphalt Seal Coating
2.1.52		3		Lin. Ft	Striping
2.1.53		4		Sq. Ft	Patching

					15 Sequoya Street
	Sequoya Apts		Shabbona		
2.1.50		1		Lin. Ft	Crack Filling
2.1.51		2		Sq. Ft	Asphalt Seal Coating
2.1.52		3		Lin. Ft	Striping
2.1.53		4		Sq. Ft	Patching

2.2 General Requirements/Specifications (listed in alpha order):

2.2.1 Additional Work: Installation or repair work shall be performed by the contractor only if HACD has given prior written permission to do so. All such work shall be at HACD's expense, unless such damage or problem was necessitated by the actions or lack of action of the contractor.

2.2.2 Applicable Codes/Statutes/Regulations: All work provided by the contractor pursuant to the ensuing contract shall be completed pursuant

REQUEST FOR PROPOSAL (IFB) NO. DCH-C30989A-26
Asphalt Services – Parking Lot Crack Filling, Seal Coating & Striping

to all applicable local code, State Statute, and Federal regulation, and the work plan submitted shall reflect such.

2.2.3 Availability: The HACD work with the contractor to coordinate a time and date for each property listed in [Table 3]

2.2.4 Call-backs: The contractor shall provide unlimited call-back service on guaranteed work.

2.2.5 Contractor's Qualifications: The contractor must be fully qualified to install, inspect and repair the Parking Lot listed herein.

2.2.6 Drawings/Lists: Any drawings or lists herein are provided as an aid only to the prospective proposers. These items do not purport to show the full scope or exact location of all applicable Parking Lots, but do purport to show the approximate quantities and locations of the Parking Lots at each location listed. It is the responsibility of each proposer to carefully inspect the premises listed and to notify the CO, in writing, of any discrepancies in the drawings or lists provided. If any prospective or successful proposer has difficulty in locating the Parking Lots listed, it is his/her responsibility to locate and question the on-site HACD personnel as to the possible locations of such Parking Lots and to notify the CO, in writing in a timely manner, of any such Parking Lot that cannot be located. If there is any discrepancy between the Parking Lot listed herein and the Parking Lot actually at the site, all work performed by the contractor shall be at the unit rates proposed by the contractor in response to this RFP.

2.2.7 Emergency Situations: The contractor must inform HACD designated contact, immediately verbally or by telephone and within 24 hours in writing, of any life-threatening or possibly dangerous situations that come to the attention of or are discovered at any time by the contractor. The contractor shall also within 3 work-days of becoming aware of such, notify HACD designated contact of any necessary and/or recommended work or additions he/she feels is necessary to the existing Parking Lots. Such notification shall include a fully detailed proposal to correct the situation, which shall include:

2.2.6.1 A fully detailed statement of the problem, identifying and quoting any applicable code, law or regulation.

2.2.6.2 The corrective action proposed.

2.2.6.3 The detailed costs, at the applicable contract rates, separating materials and labor.

REQUEST FOR PROPOSAL (IFB) NO. DCH-C30989A-26
Asphalt Services – Parking Lot Crack Filling, Seal Coating & Striping

2.2.6.4 The proposed timeframe for the corrective action.

2.2.7 Employee Identification: At all times while on HACD property to perform work, all employees, agents and representatives of the contractor shall wear distinctive identifications (i.e. uniforms; photo ID badge; etc.) to clearly identify that person as a representative of the contractor.

2.2.8 Failure to Perform: If the contractor fails to perform the work required by the terms of the ensuing contract in a diligent, timely and satisfactory manner, HACD may perform or cause to be performed all or any portion of such required work. The contractor agrees that he/she will reimburse HACD for any such expense incurred by HACD; or, HACD may, without prior notice to the contractor, deduct such amount from any sum owed to the contractor by HACD.

2.2.9 Guarantee: All work performed by the contractor shall be fully Guaranteed for 1year including labor and materials.

2.2.10 Incomplete Listing: The contractor shall inform HACD, in writing, within 5 days of the discovery of such, as to any incorrect or incomplete listing of Parking Lots included as a part of this document.

2.2.11 Inspections/Schedules: It is expected that contractor will complete all inspection work prior to submitting a proposal. These inspections are required and the contractor shall be responsible for any financial costs incurred as the result of his/her failure to identify the work required in advance of submitting his/her proposal.

2.2.11.1 Type of proposed repair;

2.2.11.2 Applicable HACD location;

2.2.11.3 Specific planned start date for each location;

2.2.11.4 Name of the inspector and his/her contact number.

2.2.12 Invoices: All billing invoices for services must be emailed to the hacd@avidbill.com and type in subject line Invoice. The invoice should include the project site name and address within no more than 30 days of completion of the work. All closing documents shall be emailed to rbourdages@dekcohousing.com prior to any and all invoices being paid. HACD shall endeavor to pay the net amount within 30 days of receipt all such invoices and closing documents and they are properly submitted.

2.2.13 Labor vs. Parts/Supplies: The contractor shall be responsible to provide all labor to accomplish the services noted herein. HACD shall be

REQUEST FOR PROPOSAL (IFB) NO. DCH-C30989A-26
Asphalt Services – Parking Lot Crack Filling, Seal Coating & Striping

responsible to pay to the contractor, at the rate agreed upon (i.e. cost plus) for all parts, equipment and supplies used to accomplish the work.

2.2.14 Local Code Changes: The contractor shall be responsible for ensuring that all material that is installed is in conformance with all applicable local, State and Federal regulations, codes and/or laws. All work shall be performed by the contractor in conformance with all applicable local, state and federal requirements.

2.2.15 Modifications: At any time during the ensuing contract period, should the contractor wish to make any change, modification or addition to the existing equipment, including whether or not such entails additional payment to the contractor by HACD, the contractor shall submit such request in written form to the designated HACD contact person and may not proceed unless written permission is granted to proceed.

2.2.16 Normal Work Hours/Overtime Costs: Unless otherwise approved by the designated HACD contact person, all scheduled work shall be performed during normal business hours and day (typically, Monday-Friday, 7:00 a.m. to 5:00 p.m., excluding designated holidays). To perform the work required by the ensuing contract, the contractor shall not be entitled to any overtime payment, except as approved prior in writing by the designated HACD contact person.

2.2.17 Sealcoat Material: Seal coating material shall be a premium asphalt emulsion pavement sealer meeting ASTM D8099 / D8099M or equivalent, designed for asphalt pavement surfaces. Emulsion shall consist of an asphalt binder dispersed in water with appropriate emulsifying agents, additives, and fillers. Coal-tar based sealants are not permitted unless specified otherwise.

2.2.18 Mix Proportions:

The sealcoat emulsion concentrate shall be mixed with clean potable water at a ratio within the range of: 70% sealer concentrate to 30% water (70:30 by volume) up to 65:35 (65% sealer : 35% water), unless a manufacturer's technical data sheet specifies a different ratio.

2.2.19 Performance Requirements: Each proposer shall include as a part of the information submitted under Tab No. 4 the performance standards he/she will meet. All work shall be conducted pursuant to the manufacturer's current standards.

2.2.20 Posting of Notice: The contractor shall post adjacent to the ongoing work a clearly visible notice identifying the contractor by name and the applicable emergency telephone number.

- 2.2.21 Removal of Equipment:** No related equipment owned by HACD may be removed without the written permission of the designated HACD contact person, and then such will occur only at the convenience of HACD. If the Contractor desires to remove equipment, he/she shall deliver to the designated HACD contact person at least 10 days prior to such a written notice of his/her intent to do so, along with a detailed explanation as to why he/she feels such is necessary.
- 2.2.22 Reports:** It shall be the responsibility of the contractor to complete, in a legible fashion, during and after each testing, inspection and/or installation, any required reports, copies of which must be delivered to HACD within 10 days of completion of such event, and which shall be delivered by the contractor, as required by any code, law or regulation, to any and all applicable local, State or Federal agencies.
- 2.2.23 Response Time:** The contractor shall arrive at the site within 2 weeks of receiving the task order to accomplish the work or must immediately notify the designated HACD contact person of his/her inability to do such. In each case, HACD shall then have the right to contact another firm to address the problem.
- 2.2.24 Return to Site:** Within no more than 3 days of being notified by HACD, the contractor shall return to any site to correct any work already performed unsatisfactorily.
- 2.2.25 Right to Inspect and Require Work:** HACD reserves the right to make such inspections and tests whenever HACD feels such is necessary to ascertain that the requirements of the ensuing contract are being fulfilled. The contractor will be notified in writing of any deficiencies and corrections that must be made and the contractor shall complete such within 5 working days of receipt of such written notification.
- 2.2.26 Service Calls:** The contractor's representative shall check in and out with HACD CO at the site when performing any work at the site.
- 2.2.27 Standards:** All work shall be performed pursuant to standards and codes set by any local, State or Federal agency having jurisdiction (it is the responsibility of the successful proposer or contractor to deliver to HACD prior written notice of any issue of conflict in the standards set by the aforementioned agencies).

REQUEST FOR PROPOSAL (IFB) NO. DCH-C30989A-26
Asphalt Services – Parking Lot Crack Filling, Seal Coating & Striping

2.2.28 Structures: The contractor is hereby authorized to make necessary and reasonable preparations such as drilling holes, driving nails, making attachments or other such alterations to maintain, install and/or monitor the required equipment. The contractor shall be responsible (including financially) for any damage to HACD equipment or property that results from such installations by the contractor, except such nominal damage that would normally occur from such installations, such as nail holes, etc., unless such damage was caused as a result of any substandard condition of HACD property not the fault of the contractor.

2.2.29 Subcontracting: Unless prior written permission is given by HACD, all work performed by the contractor shall be performed by the contractor only and shall not be sub-contracted to another firm. HACD reserves the right to not grant such approval.

2.2.30 Traffic Plan/Public Safety: The contractor shall be responsible for maintaining public convenience and safety, both inside and outside of the related areas of the premises, during the performance of the work. When necessary, the contractor shall provide portable barriers, clearly distinguishable, and placed at least 10 feet in front of the work area. All barriers must be prominently marked to warn pedestrians and placed in such a manner to ensure safe passage around the work area.

2.2.31 Work Plan: Each proposer shall include within the information submitted under Tab No. 4 of the proposal submittal a specific work plan of proposed work for each of the sites identified within Section 2.1 of this document. Such work plan shall detail the specific work that will be completed and within what timeframe. Please be detailed and clear as to what specific services you will perform and when!

2.2.32 Written Approval: The contractor shall obtain from HACD designated contact written approval to proceed with any additional work prior to commencing such (EXCEPTION: HACD designated contact may, in the case of an emergency affecting the health, safety or welfare of HACD residents, staff or the public, give the contractor verbal permission to proceed; however, the contractor shall by 10:00 a.m. the next business day, in writing, recap such verbal permission and deliver such by fax or in person to HACD designated contact and gain his/her written signature acknowledging such.) Failure to abide by this requirement shall cause the

contractor to be fully liable and financially responsible for the work performed, which means that HACD shall have no obligation to pay for the work performed, in which case the contractor shall not be allowed to reverse the work.

REQUEST FOR PROPOSAL (IFB) NO. DCH-C30989A-26
Asphalt Services – Parking Lot Crack Filling, Seal Coating & Striping

2.2.32.1 Procedure to Award Additional Work (Task Order): When HACD has need of services, the contractor and HACD representative will meet at the applicable unit, inspect the site and mutually determine the extent of the services needed. Each proposer has already, as a part of his/her proposal submittal, submitted proposed unit fees for the various services that will be needed to complete the work. The following information shall be entered by the contractor on the Task Order form and delivered to HACD. HACD must respond with written approval by signature prior to the Contractor proceeding with the work.

2.2.32.1.1 All applicable descriptions of the services to be provided;

2.2.32.1.2 The applicable quantity of each such service (especially as determined at the aforementioned meeting at the site detailed previously within this section);

2.2.32.1.3 The applicable unit costs for each such products and/or services;

2.2.32.1.4 The calculated total.

2.3 State Contractor's License: As required by State of Nebraska law, the contractor shall have all appropriate licenses.

2.4 Current Contractor: HACD's current contractor for these services is **N/A**.

3.0 PROPOSAL FORMAT:

3.1 Tabbed Proposal Submittal: HACD intends to retain the successful proposer pursuant to a —Best Value basis, not a —Low Bid basis ("Best Value," in that HACD will, as detailed within the following Section 4.0, consider factors other than just cost in making the award decision). Therefore, so that HACD can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted following. Each category must be separated by numbered index dividers (which number

extends so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference also

noted below. None of the proposed services may conflict with any requirement HACD has published herein or has issued by addendum.

REQUEST FOR PROPOSAL (IFB) NO. DCH-C30989A-26
Asphalt Services – Parking Lot Crack Filling, Seal Coating & Striping

[Table No. 3]

TAB Section	Tab No.	Description
3.1.1	1	Form of Proposal: This Form is attached hereto as Attachment A to this RFP document. This 1-page Form must be fully completed, executed where provided thereon and submitted under this section as a part of the proposal submittal.
3.1.2	2	Form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract</i>: This Form is attached hereto as Attachment B to this RFP document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this section as a part of the proposal submittal.
3.1.2.1	2	Form HUD-5369-A (11/92), <i>Representations, Certifications, and Statements of Proposers, Public and Indian Housing Programs</i>: This Form is attached hereto as Attachment B-1 to this RFP document. This 4-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.3	3	Profile of Firm Form: The Profile of Firm Form is attached hereto as Attachment C to this RFP document. This 2-page Form must be fully completed, executed, and submitted under this section as a part of the proposal submittal.
3.1.4	4	Proposed Services: As more fully detailed within Section 2.0, <i>Scope of Proposal/Technical Specifications</i> , of this document, the proposer shall, at a minimum, clearly detail within the information submitted under this section documentation showing:
3.1.4.1	N/A	As detailed within Section 4.1, Evaluation Factor No. 2, herein, the proposer's Demonstrated Understanding of the HA's Requirements.
3.1.4.2	N/A	As detailed within Section 4.1, Evaluation Factor No. 3, herein, the proposer's Technical Approach (including, if appropriate, labor categories, estimated hours and skill mix) and the proposer's proposed Work Plan to provide the required services.
3.1.4.3	N/A	As detailed within Section 4.1, Evaluation Factor No. 4, herein, the proposer's Technical Capabilities (in terms of personnel, equipment and materials) and Management Plan (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.).
3.1.4.4	N/A	As detailed within Section 4.1, Evaluation Factor No. 5, herein, the proposer's Demonstrated Experience in performing similar work and the proposer's Demonstrated Successful Past Performance (including meeting costs, schedules and performance requirements) of contract work substantially similar to that required by this solicitation.

REQUEST FOR PROPOSAL (IFB) NO. DCH-C30989A-26
Asphalt Services – Parking Lot Crack Filling, Seal Coating & Striping

3.1.5	N/A	Managerial Capacity/Financial Viability: The proposer entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of Attachment C, <i>Profile of Firm Form</i> . Such information shall include the proposer's qualifications to provide the services; a description of the background and current organization of the firm.
3.1.6	5	Client Information: The proposer shall submit a listing of former or current clients, including the Public Housing Authorities, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
3.1.6.1		The client's name;
3.1.6.2		The client's contact name:
3.1.6.3		The client's telephone number;
3.1.6.4		A brief description and scope of the service(s) and the dates the services were provided;
3.1.7	6	Equal Employment Opportunity: The proposer must submit under this tab a copy of its Equal Opportunity Employment Policy.
3.1.8	7	Subcontractor/Joint Venture Information (Optional Item): The proposer shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the proposer under the proceeding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.
3.1.9	8	Section 3 Business Preference Documentation (Optional Item): For any proposer claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and executed Section 3 Business Preference Certification Form attached hereto as Attachment D and any documentation
3.1.10		Other Information (Optional Item): The proposer may include hereunder any other general information that the proposer believes is appropriate to assist HACD in its evaluation.

3.1.11 If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), please place there under a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." DO NOT eliminate any of the tabs.

3.1.12 Proposal Submittal Binding Method: It is preferable and recommended that the proposer bind the proposal submittals in such a manner that HACD can, if needed, remove the binding (i.e. –comb-type;ll etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies then conveniently return the proposal submittal to its original condition.

3.2 Entry of Proposed Fees: The proposed fees shall be submitted by the proposer and received by HACD in a separate sealed envelope. Do not submit, enter or refer to any fees or costs within the 8-tab –hard copyll proposal submittal detailed within Section 3.0—any proposer that does so may be rejected without further consideration. The Finance Manager will calculate the listed/entered quantities multiplied by the proposed unit fees entered. A proposer must enter a proposed fee for each item--a "No Proposal" will not be allowed for any item within a lot. The proposed fees submitted by each proposer are inclusive of all necessary costs to provide the proposed services not otherwise provided for herein, including, but not limited to: employee costs and benefits; clerical support; overhead; profit; supplies; materials; licensing; insurance; etc.

3.3 Additional Information Pertaining to the Pricing Items:

3.3.1 Asphalt Patching: The contractor's staff will identify, mark and measure proposed areas to be patched. Pricing will be as per proposed The defective material will be completely removed. All substrate will be verified as appropriate or replaced with appropriate material. New asphalt will be a hot mix at least as thick as the original material. New material will be compressed as per industry standards.

3.3.2 Asphalt Seal Coating: The contractor's staff will measure proposed areas to be coated. New coating will be applied as per manufacturers recommendations with regards to weather, thickness, application technique, etc.

3.3.3 Lot Striping: The contractor's staff will restripe lot with the same layout as previously striped. New striping will be applied as per manufacturers' recommendations with regards to weather, thickness, application technique, etc.

3.3.4 Notification Must Be Received From Contractor: The Contractor must notify the CO, in writing, of such desired escalation at least 60 days prior to the end of the noted contract period(s). Such escalations may occur no more than once in any 12-month period without the express written consent of the CO

REQUEST FOR PROPOSAL (IFB) NO. DCH-C30989A-26
Asphalt Services – Parking Lot Crack Filling, Seal Coating & Striping

3.3.5 Overtime: Pursuant to the Contract Work Hours and Safety Standards Act, overtime shall be not less than time and one-half for hours worked in excess of 40 hours per week. HACD shall consider regular time to be Monday-Friday (excluding holidays), 8:00 am - 4:00 pm. Accordingly, HACD will pay a rate of 1.5 of the listed hourly rates within Pricing Items No. 15- 17 (or any increased rate that increased per Section 3.3.4 herein) for any work HACD requires the successful proposer to work specifically during nonregular- time hours (however, HACD shall NOT be responsible to pay the successful proposer for any work that the successful proposer CHOOSES to work during non-regular-time hours).

3.3.6 Davis-Bacon (D/B) and/or State Prevailing Wage Rates: As may apply by statute, regulation or law, if, at any time during the ensuing contract period(s), HACD needs the successful proposer to provide services that require the successful proposer to pay Davis-Bacon prevailing wages. The applicable wage determination is **General Decision Number IL20260011 - Heavy and Highway Construction - DeKalb County, Illinois**, including all current modifications. Contractors shall pay all laborers, equipment operators, and truck drivers in accordance with the classifications contained therein.

Task	Classification
Squeegee/hand crew	Laborer - General
Crack sealing	Laborer - General
Power broom/skid steer/roller	Equipment Operator
Distributor truck	Truck Driver

Please see **Proposal Sheet** for those public housing properties that require the successful proposer to pay Davis Bacon Wage Rates.

3.3.7 Ascertain the applicable portion of the hourly wage rate(s), as listed within the contract, that applies;

3.3.8 Ascertain the current applicable Davis-Bacon or State Prevailing Wage Rate(s) that applies;

3.3.9 Ascertain the difference between the two rates, which amount HACD will pay to the successful proposer for that task order only.

REQUEST FOR PROPOSAL (IFB) NO. DCH-C30989A-26
Asphalt Services – Parking Lot Crack Filling, Seal Coating & Striping

3.3.10 Locating the Applicable D/B Wage Rates: As the currently known work pertaining to this RFP will be maintenance-related rather than construction-related, accordingly, there is not a D/B or State Wage Rate General Decision attached to this RFP. If, as detailed within 24 CFR 85.36(h)(5), HACD is required to pay Davis-Bacon wage rates (for all –construction contracts in excess of \$2,000ll), and for similar State requirements, HACD will then issue a General Decision as it applies to that work. Current Davis-Bacon wages rates may be viewed by following the following listed steps:

[Table No. 5]

RFP Section	Step No.	DESCRIPTION
3.3.10.1	1	Access the Web and type www.sam.gov
3.3.10.2	2	Under Official U.S Government System for Click Wage Determinations
3.3.10.3	3	Click on Building or Works Box Wage rates for laborers and mechanics
3.3.10.4	4	Under Filter by Select a State (Illinois)
3.3.10.5	5	Enter a County -(DeKalb)
3.3.10.6	6	Construction Type: Enter “(Highway)”
3.3.10.7	7	Select Davis Bacon Act WD # IL20260011 (Click on Blue Number)
3.3.10.8	8	Scroll Down and Click on Print or to view the wage decision.
3.3.10.9	9	View the wage rate applicable to the service(s)

3.3.11 HUD Maintenance Wage Rates Determination (MWRD): HUD has determined that, for non-construction maintenance work (work not covered by Davis-Bacon requirements), HACD must ensure that contractors do not pay its employees that perform such work for HACD at a rate less than the rates listed on the HUD MWRD. Therefore, by submitting a proposal, each proposer is thereby agreeing to and verifying that he/she will not pay his/her employees at rates less than the following:

[Table No. 6]

RFP Section	Classification	HUD- Determined Rate	HUD- Determined Fringe
3.3.11.1	Laborer	N/A	N/A

3.4 Proposal Submission: All proposals must be submitted and time-stamped received in the designated HACD office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of 1 original signature copy (marked "ORIGINAL") of the proposal submittal, shall be placed unfolded in a sealed package and addressed to:

REQUEST FOR PROPOSAL (IFB) NO. DCH-C30989A-26
Asphalt Services – Parking Lot Crack Filling, Seal Coating & Striping

The Proposal Sheet is available in an excel format on the website at www.dekcohousing.com. Click on **Procurement** and locate RFP-DCH-C30989A-26 to locate document. This will allow you to auto fill in each column.

The Housing Authority of the County of DeKalb
Attention: Randy Bourdages
Capital Projects, Contracts & Procurement Manager
310 N. 6th Street DeKalb, IL 60115

The package exterior must clearly denote the above noted RFP number and must have the proposer's name and return address. Proposals received after the published deadline will not be accepted.

3.4.1 Submission Conditions: DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the HACD by the proposer, such may invalidate that proposal. If, after accepting such a proposal, the HACD decides that any such entry has not changed the intent of the proposal that the HACD intended to receive, the HACD may accept the proposal and the proposal shall be considered by the HACD as if those additional marks, notations or requirements were not entered on such.

3.4.2 Submission Responsibilities: It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the HACD, including the RFP document, the documents listed within the following Section 3.1.1 through 3.1.10, and any addenda and required attachments submitted by the proposer. By virtue of completing, signing and submitting the completed documents, the proposer is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the CO to exclude any of the HACD requirements contained within the documents may cause that proposer to not be considered for award.

3.5 Proposer's Responsibilities--Contact With the HACD: It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process to the CO only. Proposers must not make inquiry or communicate with any other HACD staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for the HACD to not consider a

REQUEST FOR PROPOSAL (IFB) NO. DCH-C30989A-26
Asphalt Services – Parking Lot Crack Filling, Seal Coating & Striping

proposal submittal received from any proposer who may has not abided by this directive.

- 3.5.1 Addendums:** All questions and requests for information must be addressed in writing to the CO. The CO will respond to all such inquiries in writing by addendum to all prospective proposers (i.e. firms or individuals that have obtained the RFP Documents). During the RFP

solicitation process, the CO will NOT conduct any *ex parte* (a substantive conversation—substantivell meaning, when decisions pertaining to the RFP are made—between HACD and a prospective proposer when other prospective proposers are not present) conversations that may give one prospective proposer an advantage over other prospective proposers. This does not mean that prospective proposers may not call the CO—it simply means that, other than making replies to direct the prospective proposer where his/her answer has already been issued within the solicitation documents, the CO may not respond to the prospective proposer’s inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective proposers in writing by addendum.

- 3.6 Recap of Attachments:** It is the responsibility of each proposer to verify that he/she has downloaded the following attachments pertaining to this RFP, which are hereby by reference included as a part of this RFP:

3.7

[Table No. 7]

RFP Section	Attachment	Attachment Description
3.6.1	A	Form of Proposal
3.6.2	B	Form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract</i>
3.6.3	C	Profile of Firm Form
3.6.4	D	Section 3 Forms, including explanation
3.6.5	E	Form HUD-5369-B (8/93), <i>Instructions to Offerors, Non-Construction</i>
3.6.6	F	<i>HA Instructions To Proposers & Contractors</i>
3.6.7	G	Hold Harmless
3.6.8	G-1	Form HUD-5370-C (10/2006), <i>General Conditions for Non-Construction Contracts Section I (With or without Maintenance Work)</i>
3.6.9	H	Non-Segregated Facilities Form
3.6.10	I	Equal Employment Opportunity Certification Form
3.6.11	J	Davis Bacon General Wage Determination

4.0 PROPOSAL EVALUATION:

- 4.1 Restrictions:** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the HACD evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the HACD evaluation committee.

5.0 CONTRACT AWARD:

- 5.1 Contract Award Procedure:** If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:

- 5.1.1** By completing, executing and submitting the Form of Proposal, Attachment A, the “proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the HACD.

- 5.2 Contract Conditions:** The following provisions are considered mandatory conditions of any contract award made by the HACD pursuant to this RFP:

- 5.2.1 Contract Form:** The HACD will not execute a contract on the successful proposer's form--contracts will only be executed on the HACD form (please see Sample Contract, Attachments G and G-1), and by submitting a proposal the successful proposer agrees to do so (please note that the HACD reserves the right to amend this form as the HACD deems necessary).

- 5.2.1.1** Please note that the HACD has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this RFP.

- 5.2.2 Assignment of Personnel:** The HACD shall retain the right to demand and receive a change in personnel assigned to the work if the HACD believes that such change is in the best interest of the HACD and the completion of the contracted work.

- 5.2.3 Unauthorized Sub-Contracting Prohibited:** The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may

REQUEST FOR PROPOSAL (IFB) NO. DCH-C30989A-26
Asphalt Services – Parking Lot Crack Filling, Seal Coating & Striping

result in the cancellation of the contract with the HACD, or may result in the full or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract; either as determined by the CO.

- 5.3 Contract Period:** The HACD will secure Asphalt Service with the low bidder for 1 (One Year).
- 5.4 Licensing and Insurance Requirements:** Prior to award (but not as a part of the proposal submission) the *successful proposer* will be required to provide:
- 5.4.1** An original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier and coverage amount;
 - 5.4.2** An original certificate evidencing General Liability coverage, naming the HACD as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the HACD as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$2,000,000, together with damage to premises and fire damage of \$100,000 and medical expenses any one person of \$5,000), with a deductible of not greater than \$1,000;
 - 5.4.3** An original certificate showing the proposer's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$2,000,000), with a deductible of not greater than \$1,000;
 - 5.4.4** An original certificate showing the proposer's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000.
 - 5.4.5** A copy of the proposer's business license allowing that entity to provide such services within the State of Illinois;
 - 5.4.6** If applicable, a copy of the proposer's license issued by the State of Illinois licensing authority allowing the proposer to provide the services detailed herein.

REQUEST FOR PROPOSAL (IFB) NO. DCH-C30989A-26
Asphalt Services – Parking Lot Crack Filling, Seal Coating & Striping

5.4.7 The requested related information shall also be entered where provided for on the Profile of Firm Form (DO NOT ATTACH SUBMIT COPIES WITHIN THE PROPOSAL SUBMITTAL--we will garner the necessary certificates from the successful proposer prior to contract execution).

5.5 Right to Negotiate Final Fees: The HACD shall retain the right to negotiate the amount of fees that are paid to the successful proposer, meaning the fees proposed by the top-rated proposer may, at the HACD's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the HACD has chosen a top-rated proposer. If such negotiations are not, in the opinion of the CO successfully concluded within 5 business days, the HACD shall retain the right to end such negotiations and begin negotiations with the next-rated proposer. The HACD shall also retain the right to negotiate with and make an award to more than one proposer, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e. top-rated first, then next-rated following until a successful negotiation is reached).

5.6 Contract Service Standards: All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.

Index of Tables

{Table No.9}

Table	Description	Page
1	Table of Contents	2
2	RFP Information at a Glance	3
3	Service Locations	5
4	Tabbed Proposal Submittal	12
5	Locating Applicable D/B Wage Rates	16
6	HUD Maintenance Wage Rates Determination (MWRD)	16
7	Recap of Attachments	18
8	Evaluation Factors	19
9	Index of Tables	23

REQUEST FOR PROPOSAL (IFB) NO. DCH-C30989A-26
Asphalt Services – Parking Lot Crack Filling, Seal Coating & Striping

Proposal Sheet

for Request of Proposal (RFP-DCH-C30989A-26)
 Asphalt Services - Parking Lot Crack Filling, Seal Coating & Striping

Company Name _____

1	Taylor Street Plaza	507 E Taylor St DeKalb				
	Crack Filling	All Parking Area	Lin.Ft			
	Seal Coating Parking Lot(s)		Sq.Ft			
	Strip all Parking Spaces		Lin.Ft			
	Patching of bad areas		Sq. Ft			
	Davis Bacon Wage Decision	Total Proposed Price				
2	Lewis Court Apartments	720 Lewis & 1428 Lewis DeKalb				
	Crack Filling	2 Parking Lots	Lin.Ft			
	Seal Coating Parking Lot(s)		Sq.Ft			
	Strip all Parking Spaces		Lin.Ft			
	Patching of bad areas		Sq. Ft			
	Davis Bacon Wage Decision	Total Proposed Price				
3	Civic Apartments	350 Grant Street Sycamore				
	Crack Filling	2 Parking Lots	Lin.Ft			
	Seal Coating Parking Lot(s)		Sq.Ft			
	Strip all Parking Spaces		Lin.Ft			
	Patching of bad areas		Sq. Ft			
	Davis Bacon Wage Decision	Total Proposed Price				
4	Mason Court Apartments	275 N Cross Street Sycamore				
	Crack Filling	Parking Lot	Lin.Ft			
	Seal Coating Parking Lot(s)		Sq.Ft			
	Strip all Parking Spaces		Lin.Ft			
	Patching of bad areas		Sq. Ft			
	Davis Bacon Wage Decision	Total Proposed Price				

REQUEST FOR PROPOSAL (IFB) NO. DCH-C30989A-26
Asphalt Services – Parking Lot Crack Filling, Seal Coating & Striping

Proposal Sheet

for Request of Proposal (RFP-DCH-C30989A-26)
 Asphalt Services - Parking Lot Crack Filling, Seal Coating & Striping

Company Name _____

Site	Location	Address	U/M	Unit Price	Qty	Proposed Price
5	Mason Court	Mason Street (Dead End) Sycamore				
	Crack Filling	Parking Lot	Lin.Ft			
	Seal Coating Parking Lot(s)		Sq.Ft			
	Strip all Parking Spaces		Lin.Ft			
	Patching of bad areas		Sq. Ft			
	Davis Bacon Wage Decision	Total Proposed Price				
6	Mason Court Apartments	100-110 Courtyard				
	Crack Filling	Courtyard Asphalt	Lin.Ft			
	Seal Coating Parking Lot(s)		Sq.Ft			
	Strip all Parking Spaces		Lin.Ft			
	Patching of bad areas		Sq. Ft			
	Davis Bacon Wage Decision	Total Proposed Price				
7	Mason Court Apartments	200-216 Courtyard				
	Crack Filling	Courtyard Asphalt	Lin.Ft			
	Seal Coating Parking Lot(s)		Sq.Ft			
	Strip all Parking Spaces		Lin.Ft			
	Patching of bad areas		Sq. Ft			
	Davis Bacon Wage Decision	Grand Total of All Properties				\$
8	Mason Court Apartments	Maertz Drive Sycamore				
	Crack Filling	Parking Lot	Lin.Ft			
	Seal Coating Parking Lot(s)		Sq.Ft			
	Strip all Parking Spaces		Lin.Ft			
	Patching of bad areas		Sq. Ft			
	Davis Bacon Wage Decision	Grand Total of All Properties				\$
9	Garden Estates	234 Garden Street DeKalb				
	Crack Filling	Parking Lot	Lin.Ft			
	Seal Coating Parking Lot(s)		Sq.Ft			
	Strip all Parking Spaces		Lin.Ft			
	Patching of bad areas		Sq. Ft			
	Davis Bacon Wage Decision	Grand Total of All Properties				\$

REQUEST FOR PROPOSAL (IFB) NO. DCH-C30989A-26
Asphalt Services – Parking Lot Crack Filling, Seal Coating & Striping

Proposal Sheet

for Request of Proposal (RFP-DCH-C30989A-26)
 Asphalt Services - Parking Lot Crack Filling, Seal Coating & Striping

Company Name _____

10	Garden Estates	427 Haish Blvd DeKalb				
	Crack Filling	Parking Lot	Lin.Ft			
	Seal Coating Parking Lot(s)		Sq.Ft			
	Strip all Parking Spaces		Lin.Ft			
	Patching of bad areas		Sq. Ft			
	Davis Bacon Wage Decision	Grand Total of All Properties				\$

11	Dresser Court Apartments	965 Dresser Road DeKalb				
	Crack Filling	Parking Lot	Lin.Ft			
	Seal Coating Parking Lot(s)		Sq.Ft			
	Strip all Parking Spaces		Lin.Ft			
	Patching of bad areas		Sq. Ft			
	NO Davis Bacon Wage Decision	Grand Total of All Properties				\$

12	Gurler Apartments	307-313 Gurler Street DeKalb				
	Crack Filling	Parking Lot	Lin.Ft			
	Seal Coating Parking Lot(s)		Sq.Ft			
	Strip all Parking Spaces		Lin.Ft			
	Patching of bad areas		Sq. Ft			
	NO Davis Bacon Wage Decision	Grand Total of All Properties				\$

13	Briarwood Apartments	3345 Resource Parkway DeKalb				
	Crack Filling	Large Parking Lot	Lin.Ft			
	Seal Coating Parking Lot(s)		Sq.Ft			
	Strip all Parking Spaces		Lin.Ft			
	Patching of bad areas		Sq. Ft			
	NO Davis Bacon Wage Decision	Grand Total of All Properties				\$

REQUEST FOR PROPOSAL (IFB) NO. DCH-C30989A-26
Asphalt Services – Parking Lot Crack Filling, Seal Coating & Striping

Proposal Sheet

for Request of Proposal (RFP-DCH-C30989A-26)
Asphalt Services - Parking Lot Crack Filling, Seal Coating & Striping

Company Name _____

14	Sunset View Apartments	251 McKinley Hinckley				
	Crack Filling	Parking Lot	Lin.Ft			
	Seal Coating Parking Lot(s)		Sq.Ft			
	Strip all Parking Spaces		Lin.Ft			
	Patching of bad areas		Sq. Ft			
	NO Davis Bacon Wage Decision	Grand Total of All Properties				\$
15	Sequoia Apartments	15 Sequoia Street Shabbona				
	Crack Filling	Parking Lot	Lin.Ft			
	Seal Coating Parking Lot(s)		Sq.Ft			
	Strip all Parking Spaces		Lin.Ft			
	Patching of bad areas		Sq. Ft			
	NO Davis Bacon Wage Decision	Grand Total of All Properties				\$

REQUEST FOR PROPOSAL (IFB) NO. DCH-C30989A-26
Asphalt Services – Parking Lot Crack Filling, Seal Coating & Striping

*First, place within the above an amount for each noted unit to complete the required work.
Second, add the unit costs to arrive at a Total Amount Quoted.*

In the case of any discrepancy between the "Total Amount Quoted" and the recalculated sum of adding each of the individual quote amounts entered (e.g. the Proposer makes a mistake in adding the amount to arrive at a Total Amount Quoted), the HACD reserves the right to select the price most beneficial to the HACD.

The undersigned Proposer hereby quotes the above amounts to complete the required work (print clearly and legibly!). Further, by submitting this proposal.

COMPLETED BY:

Signature

Date

Printed Name

Company Name

Address (Street; City; State; Zip)

Business Telephone

Cell Number

Email Address

BID PROPOSAL

Asphalt Services – Parking Lot Crack Filling, Seal Coating & Striping IFB-DCH-O30989A-26
Housing Authority of the County of DeKalb
DeKalb Illinois

The contractor is required to submit a proposal for flooring replacement, providing all labor, tools, equipment, and materials for a complete job.

Base Bid (Total of All Properties) \$ _____

Project will be completed within _____ calendar days

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

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

Addendum No. ____ Date: _____ Addendum No. ____ Date: _____

Clarification No: ____ Date: _____ Clarification No: ____ Date: _____

Company Name & Address

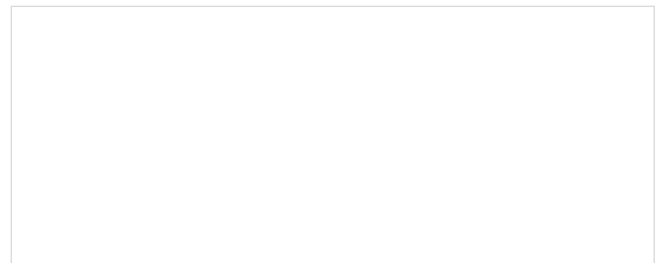
Signature _____

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

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

 Notary

My Commission Expires ____/____/ 20 ____



Accepted by

 Randy Bourdages, Procurement Manager
 Housing Authority of the County of DeKalb

 Date

PLACE THIS FORM (BID PROPOSAL) ON TOP OF THE FORM OF PROPOSAL SHEETS. THEY MUST BE SUBMITTED SEPARATELY IN A SEALED ENVELOPE AT THE TIME OF PROPOSAL SUBMITTAL AND ATTACHED ONLY TO THE "ORIGINAL" COPY.

Certifications and Representations of Offerors Non-Construction Contract

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

OMB Approval No: 2577-0180 (exp. 7/30/96)

ATTACHMENT B

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

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

(c) ☐ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);

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

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

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

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

PROFILE OF FIRM FORM

(This Form must be fully completed and placed under Tab No. 8 of the "hard copy" tabbed proposal submittal.)

- (1) Prime _____ Sub-contractor _____ (This form must be completed by and for each).
- (2) Name of Firm: _____ Telephone: _____ Fax: _____
- (3) Street Address, City, State, Zip: _____
- (4) Please attached a brief biography/resume of the company, including the following information:
 (a) Year Firm Established; (b) Year Firm Established in [JURISDICTION]; (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).
- (5) Identify Principals/Partners in Firm (submit under Tab No. 5 a brief professional resume for each):

NAME	TITLE	% OF OWNERSHIP

- (6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Tab No. 5 a brief resume for each. (Do not duplicate any resumes required above):

NAME	TITLE

- (7) Proposer Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

☐ Caucasian American (Male) _____%
 ☐ Public-Held Corporation _____%
 ☐ Government Agency _____%
 ☐ Non-Profit Organization _____%

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

☐ Resident-Owned* _____%
 ☐ African American _____%
 ☐ **Native American _____%
 ☐ Hispanic American _____%
 ☐ Asian/Pacific American _____%
 ☐ Hasidic Jew _____%
 ☐ Asian/Indian American _____%

☐ Woman-Owned (MBE) _____%
 ☐ Woman-Owned (Caucasian) _____%
 ☐ Disabled Veteran _____%
 ☐ Other (Specify): _____%

WMBE Certification Number: _____

Certified by (Agency): _____

(NOTE: A CERTIFICATION/NUMBER NOT REQUIRED TO PROPOSE - ENTER IF AVAILABLE)

_____ Signature	_____ Date	_____ Printed Name	_____ Company
---------------------------	----------------------	------------------------------	-------------------------

PROFILE OF FIRM FORM

(This Form must be fully completed and placed under Tab No. 3 of the "hard copy" tabbed proposal submittal.)

- (8) Federal Tax ID No.: _____
- (9) [APPROPRIATE JURISDICTION] Business License No.: _____
- (10) State of _____ License Type and No.: _____
- (11) Worker's Compensation Insurance Carrier: _____
Policy No.: _____ Expiration Date: _____
- (12) General Liability Insurance Carrier: _____
Policy No. _____ Expiration Date: _____
- (13) Professional Liability Insurance Carrier: _____
Policy No. _____ Expiration Date: _____
- (14) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of _____, or any local government agency within or without the State of _____? Yes ☐ No ☐
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.
- (15) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the HA? Yes ☐ No ☐
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.
- (16) Non-Collusive Affidavit: The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other proposer or to secure any advantage against the HA or any person interested in the proposed contract; and that all statements in said proposal are true.
- (17) Verification Statement: The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the HA discovers that any information entered herein is false, that shall entitle the HA to not consider nor make award or to cancel any award with the undersigned party.

Signature Date Printed Name Company

CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 BUSINESS PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY

NAME OF BUSINESS: _____

ADDRESS OF BUSINESS: _____

TYPE OF BUSINESS: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture

Attached is the following documentation as evidence of status:

For business claiming status as a Section 3 resident-owned Enterprise:

☐ Copy of resident lease ☐ Other evidence ☐ Copy of evidence of participation in a public assistance program

For the business entity as applicable:

- | | |
|--|--|
| <input type="checkbox"/> Copy of Articles of Incorporation
<input type="checkbox"/> Assumed Business Name Certificate
<input type="checkbox"/> List of owners/stockholder and % of each
<input type="checkbox"/> Latest Board minutes appointing officers
<input type="checkbox"/> Organization chart with names and titles and brief functional statement | <input type="checkbox"/> Certificate of Good Standing
<input type="checkbox"/> Partnership Agreement
<input type="checkbox"/> Corporation Annual Report
<input type="checkbox"/> Additional documentation |
|--|--|

For business claiming Section 3 status by subcontracting 25% of the dollar awarded to qualified Section 3 business:

☐ List of subcontracted Section 3 business and subcontract amount

For business claiming Section 3 status, claiming at least 30% of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

- | | |
|--|---|
| <input type="checkbox"/> List of all current full time employees
<input type="checkbox"/> PHA Residential lease (less than 3 years from date of employment) | <input type="checkbox"/> List of all employees claiming Section 3 status
<input type="checkbox"/> Other evidence of Section 3 status (less than 3 years from date of employment) |
|--|---|

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- | | |
|---|--|
| <input type="checkbox"/> Current financial statement
<input type="checkbox"/> Statement of ability to comply | <input type="checkbox"/> List of owned equipment
<input type="checkbox"/> List of all contracts for the past 2 years with public policy |
|---|--|

Corporate Seal

Authorizing Name and Signature

Notary

Title

My term expires: _____

Signature

Date

Printed Name

HOUSING AUTHORITY OF THE _____ (_____)

SUGGESTED AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES

Number Of All Contracts Proposed: _____

Name Of Company: _____

Dollar Value Of All Contracts Proposed: _____

Project: _____

To The Greatest Extent Feasible, Contracts Will Be Awarded Through Negotiation Or Proposal To Qualified Project Area Businesses.

Goal Of These Contracts For Project Area Businesses:

PROPOSED TYPE OF CONTRACT	APPROX. COST	PROPOSED TYPE OF CONTRACT	APPROX. COST

Outline The Program To Achieve These Goals For Economically And Socially Disadvantaged:

NOTE: To Complete The Affirmative Action Plan, Follow Steps Outlines In Attached Exhibit.

(INSERT THIS DOCUMENT IN PROPOSAL DOCUMENTS AND WITH PROPOSAL)

DATE: _____

Signature

Date

Printed Name

**SUGGESTED AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES
(con'd)**

SUGGESTED SECTION 3 PRELIMINARY WORKFORCE STATEMENT UTILIZATION OF LOWER INCOME PROJECT AREA RESIDENTS AS REGULAR, PERMANENT EMPLOYEES, TRAINEES, APPRENTICES.

COMPANY NAME: _____

ADDRESS: _____

PROJECT: _____

	PRESENT PERMANENT EMPLOYEES (At Time of Contract Signing)	SECTION 3 WORKFORCE PROJECTION (Residents)	TOTAL PROJECTED WORKFORCE INCREASE
TRAINEES			
APPRENTICES			
JOURNEYPERSONS			
LABORERS			
SUPERVISORY			
SUPERINTENDENT			
PROFESSIONAL			
CLERICAL			

NOTE: RESIDENTS ARE THOSE LOWER INCOME PROJECT AREA RESIDENTS WHO HAVE BEEN QUALIFIED AS ELIGIBLE.

Signature _____

Date _____

Printed Name _____

SECTION 3 BUSINESS PREFERENCE CLAUSE

This contract is subject to the following conditions under Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor or organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprise. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

PREFERENCE FOR SECTION 3 BUSINESS CONCERNS IN CONTRACTING OPPORTUNITIES

The HA has established the following priority for preference when providing contracting opportunities to Section 3 Businesses:

Priority I**Category 1a Business**

Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.

Priority II**Category 1b Business**

Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.

Priority III**Category 2a Business**

Business concerns that are 51 percent or more owned by residents of any other housing development or developments.

Priority IV**Category 2b Business**

Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.

Priority V**Category 3 Business**

Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.

Priority VI**Category 4a Business**

Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.

Priority VII**Category 4b Business**

Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.

Eligibility for Preference

A business concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence that the business concern is a Section business concern.

HUD directs within 24 CFR 135 that the HA may make award to qualified Section 3 business concern with the highest priority ranking and with the lowest responsive proposal if that proposal is:

- (a) within the maximum total contract price established by the HA; or
- (b) not more than “X” higher than the total proposal price of the lowest responsive proposal from any responsible proposer. “X” is determined as follows:

“X” = LESSOR OF:	
When the lowest responsive proposal is less than \$100,000	10% of that proposal, or \$9,000.00
When the lowest responsive proposal is at least:	
\$100,000.00, but less than \$200,000.00	9% of that proposal, or \$16,000.00
\$200,000.00, but less than \$300,000.00	8% of that proposal, or \$21,000.00
\$300,000.00, but less than \$400,000.00	7% of that proposal, or \$24,000.00
\$400,000.00, but less than \$500,000.00	6% of that proposal, or \$25,000.00
\$500,000.00, but less than \$1,000,000.00	5% of that proposal, or \$40,000.00
\$1,000,000.00, but less than \$2,000,000.00	4% of that proposal, or \$60,000.00
\$2,000,000.00, but less than \$4,000,000.00	3% of that proposal, or \$80,000.00
\$4,000,000.00, but less than \$7,000,000.00	2% of that proposal, or \$105,000.00
\$7,000,000.00, or more	1.5% of the lowest responsive and responsible proposal with no dollar limit

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

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

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

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

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

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

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

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

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

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

“Non-Collusive Affidavit Form”

(This Form must be fully completed and placed under Tab No. 4 of the
“hard copy” tabbed bid submittal.)

ATTACHMENT F

(behind this page)

FORM OF NON-COLLUSIVE AFFIDAVIT

State of _____) ss.

County of _____)

_____, being first sworn, deposes and says:

That he is _____ (a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly, sought-by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Housing Authority of the County of DeKalb or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Bidder is:

A Corporation

A Partnership

An Individual

Signature of Bidder

Printed Name _____

Printed Title _____

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

My commission expires _____

“Hold Harmless Form”

(This Form must be fully completed and placed under Tab No. 4 of the
“hard copy” tabbed bid submittal.)

ATTACHMENT G

(behind this page)

HOLD HARMLESS AGREEMENT

All contracts for outside services require that the contractor hold the OWNER (Housing Authority of the County of DeKalb) harmless of any liability.

The following hold harmless clause is hereby entered into between the OWNER (Housing Authority of the County of DeKalb) and

_____ (Contractor).

"In consideration of your permitting us, our servants, or agents, employees and representatives from time to time to enter upon or to place or maintain equipment upon premises owned or controlled by you for the purposes of servicing our account, we agree to indemnify and hold harmless the Owner and its agents and employees from and against all claims for personal injury or property damage, including attorney's fees that may be incurred by the Owner in defending such claims, rising out of or resulting from the performance of the work and caused in whole or in part by any negligent act or omission of the Owner vendor, or anyone directly or indirectly employed by the Owner vendor or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Owner vendor, under Workers Compensation Acts, Disability Acts, or other Employee Benefit Acts."

Date

Owner (Housing Authority of the County of DeKalb)

Date

Contractor

General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

ATTACHMENT G-1

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2027)

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

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$250,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$250,000 - use Section II; and**
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$250,000 — use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$250,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

-
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
 - (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - () The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(v) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(i) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: 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. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor/seller or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

19. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

20. Other Contractors

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

21. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

22. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered

materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

“Non-Segregated Facilities Form”

(This Form must be fully completed and placed under Tab No. 4 of the
“hard copy” tabbed bid submittal.)

ATTACHMENT H

(behind this page)

**CERTIFICATION OF BIDDER
REGARDING NONSEGREGATED FACILITIES**

Project Name: _____

Name of Bidder: _____

The above named Bidder hereby certifies that:

I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, wash rooms, restaurants and other eating areas, time clocks, locker rooms or other dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, national origin, or because of habits, local customs, or otherwise.

I further agree to obtain identical certifications from all proposed subcontractors prior to the award of subcontracts exceeding \$10,000.

Signature: _____

Name (Print): _____

Title: _____

Date: _____

“Equal Employment Opportunity Certification Form”

(This Form must be fully completed and placed under Tab No. 6 of the
“hard copy” tabbed bid submittal.)

ATTACHMENT I

(behind this page)

**Equal Employment
Opportunity Certification**
Excerpt From 41 CFR §60-1.4(b)

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

Department of Veterans Affairs
OMB Control No. 2502-0029
(exp. 4/30/2020)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address

By

Title

upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Excerpt from HUD Regulations

200.410Definition of term “applicant”.

- (a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term “applicant” as used in this subpart shall mean the mortgagor.
- (b) In transactions other than those specified in paragraph(a) of this section, the term “applicant” as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

200.420Equal Opportunity Clause to be included in contracts and subcontracts.

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:
During the performance of this contract, the contractor agrees as follows:
 - (1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.
 - (2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard race, creed, color, or national origin.
 - (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers’ representative of the contractor’s commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.
 - (4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President’s Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

(6) In the event of the contractor’s non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President’s Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President’s Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by reference to the equal opportunity clause.

200.425Modification in and exemptions from the regulations in this subpart.

- (a) The following transactions and contracts are exempt from the regulations in this subpart:
 - (1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000.
 - (2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;
 - (3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;
 - (4) Contracts for the sale of Government property where no appreciable amount of work is involved; and
 - (5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.

“Davis Bacon General Wage Determination”

www.sam.gov

ATTACHMENT J

(behind this page)

"General Decision Number: IL20260011 01/02/2026

Superseded General Decision Number: IL20250011

State: Illinois

Construction Types: Heavy and Highway

Counties: Boone, De Kalb, Du Page, Kane, Kendall, Lake, McHenry and Will Counties in Illinois.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS (does not include landscape projects).

Modification Number	Publication Date
0	01/02/2026

CARP0555-003 06/01/2022

DUPAGE ANE LAKE COUNTIES

	Rates	Fringes
CARPENTER		
Building.....	\$ 52.01	38.85
Heavy & Highway.....	\$ 52.01	38.85

CARP0555-008 06/01/2020

WILL COUNTY

	Rates	Fringes
Carpenter and Piledriver.....	\$ 49.76	38.26

CARP0555-011 06/01/2022

KANE, McHENRY (North of Hwy 52), AND KENDALL COUNTIES

	Rates	Fringes
Carpenter and Piledriver.....	\$ 52.01	38.86

CARP0790-003 05/01/2025

DE KALB COUNTY

	Rates	Fringes
CARPENTER.....	\$ 48.60	38.53

CARP0790-004 05/01/2025

CARROLL, JO DAVIESS, LEE, OGLE (Oregon and South thereof), STEPHENSON, and WHITESIDE COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 48.60	38.53

CARP0792-003 05/01/2025

BOONE COUNTY

	Rates	Fringes
CARPENTER.....	\$ 51.00	36.13

ELEC0009-002 05/26/2024		

WILL COUNTY

	Rates	Fringes
Line Construction		
Groundman.....	\$ 48.44	60.05%
Lineman and Equipment		
Operator.....	\$ 62.10	60.05%

ELEC0117-001 06/02/2025		

KANE (Northern Half) and McHENRY (All) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 59.11	42.23

ELEC0150-001 06/03/2024		

LAKE COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 48.28	72.47%+15.47

ELEC0176-011 06/01/2023		

WILL COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 52.00	45.01

ELEC0196-001 03/06/2023		

BOONE, DEKALB, DUPAGE, KANE, KENDALL, LAKE, and McHENRY COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 49.22	34%+7.00+A
Groundman Truck Driver.....	\$ 39.19	34%+7.00+A
Groundman.....	\$ 37.81	34%+7.00+A
Lineman, Substation		
Technician, Cable Splicing		
Technician, Digger		
Operator, Crane Operator		
20 tons and above, and		
Signal Technician.....	\$ 59.17	34%+7.00+A

FOOTNOTE: A. PAID HOLIDAYS: Memorial Day, Independence Day, Labor Day, and Thanksgiving Day

ELEC0364-003 06/02/2025

BOONE (All) & DEKALB (Remainder) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 62.61	43.96

ELEC0461-006 06/02/2025		

DEKALB (Sandwich TWP), KANE (Southern Half) & KENDALL (All) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 60.17	43.50

ELEC0701-001 06/03/2019		

DUPAGE COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 41.00	105.86%

ENGI0150-015 06/01/2025		

BOONE and DE KALB COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment		
Group 1.....	\$ 56.60	51.05
Group 2.....	\$ 56.05	51.05
Group 3.....	\$ 54.75	51.05
Group 4.....	\$ 53.30	51.05
Group 5.....	\$ 50.85	51.05

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant; Asphalt Heater and Planer combination; Asphalt Spreader; Asphalt Silo Tender; Autograder, GOMACO or similar; Belt Loader; Caisson Rigs; Car Dumper, Central Redi-Mix Plant; Combination Backhoe Front End Loader Machine (1 cu yd or over Backhoe bucket with attachments); Backhoe with Shear attachment; Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco and machines of a like nature; Creter Crane; Crusher, stone; Derricks; Derrick Boats; Derricks, traveling; Dredges; Field Mechanic Welder; Formless Curb and Gutter Machine; Gradall and machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted; Hoists, one, two, and three Drum; Hydraulic Backhoes; Locomotive, all Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill-Crawler or Skid Rig; Rock Drill truck mounted; Roto Mill Grinder, 36" and over; Roto Mill Grinder, less than 36"; Slip- Form Paver; Soil Test Drill Rig, truck mounted; Straddle Buggies; GCI Crane and similar; Hydraulic Telescoping Form (tunnel); Tie Back Machine; Tractor Drawn Belt Loader: Tractor Drawn Belt Loader with attached Pusher; Tractor with boom; Tractaire with attachment; Traffic Barrier Conveyor Machine; Raised or Blind Hoe Drill

(Tunnel & Shaft); Trenching Machine; Truck Mounted Concrete Pump with boom; Truck mounted Concrete Conveyor; Underground Boring and/or Mining Machines under 5 ft; Wheel Excavator & Widener (Apsco)

GROUP 2: Batch Plant; Bituminous Mixer; Bobcats over .75 cu yd; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backhoe Front End Loader Machine, less than 1 cu yd Backhoe Bucket with attachments; Compressor and Throttle Valve; Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S series to and including 27 cu ft; Concrete Spreader; Concrete Curing Machine, Burlap Machine; Belting Machine and Sealing Machine; Conveyor Muck Cars (Haglund or similar type); Finishing Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist-Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Locomotives, Dinky; Pump Cretes, Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc self-Propelled; Scoops-Tractor Drawn; Self-propelled Compactor; Spreader-Chip- Stone etc; Scraper; Scraper-Prime Mover in Tandem regardless of size (add \$1.00 to to Group 2 hourly rate for each hour and for each machine attached thereto); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

GROUP 3: Boilers; Brooms, all power propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer, two bag and over; Conveyor, Portable; Farm type Tractors used for mowing, seeding, etc; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger single Drum; Jeep Diggers; Pipe Jacking Machines; Post- hole Digger; Power Saw, Concrete, Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with A-Frame; Work Boats; Tamper-Form motor driven

GROUP 4: Air compressor - Small 185 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 185; Asphalt Spreader Backend Man; Combination - Small Equipment Operator; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants All (1 to 5); Pumps, over 3" (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches; Bobcats up to and including .75 cu yd

GROUP 5: Oilers

PREMIUM PAY:

Long Boom :

Cranes & Derricks 90' to 150' including jib receive an extra \$.50 per hour. Cranes & Derricks over 150' including jib receive an extra \$.50 per hour plus an additional \$.10 for each additional 10' of boom or jib.

Capacity Pay: Cranes & Derricks with maximum capacity exceeding 50 ton with less than 90' of boom or jib shall be compensated \$.01 per hour for each ton of the rated capacity in excess of 50 ton.

Long Boom pay and Capacity pay cannot be combined.

Crane mounted earth auger, raised and blind hole drills, and truck mounted drill rigs receive an extra \$.50 per hour.

Creter Cranes:

When the Creter Crane is equipped with a conveyor system capable of extending 70' or more, the engineer shall receive an extra \$.50 per hour.

Truck Mounted Concrete Pumps:

When the Truck Mounted Concrete Pump is equipped with a boom, which is capable of extending 90' or more, the engineer shall receive \$.50 per hour extra.

Truck Mounted Concrete Conveyor:

Truck Mounted Concrete Conveyors equipped with conveyors that are capable of extending 90' or more, the engineer shall receive an extra \$.50 per hour.

Underground Work:

Employees working in tunnels, shafts, etc. shall be paid an additional \$.40 per hour. Employees working under air pressure 1/2 pound to 7 pounds shall receive an additional \$.50 per hour. Employees working under air pressure of 7 pounds or over shall receive \$.65 per hour more.

Mining Machines- Boring Machines:

The crew operating and maintaining the Mining Machines shall be compensated an additional \$.50 per hour.

* ENGI0150-024 06/01/2025

DUPAGE, KANE, KENDALL, LAKE, McHENRY, and WILL COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 63.00	51.00
GROUP 2.....	\$ 62.45	51.00
GROUP 3.....	\$ 60.40	51.00
GROUP 4.....	\$ 59.00	51.00
GROUP 5.....	\$ 57.80	51.00

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant*; Asphalt Heater and Planer combination; Asphalt Heater Scarfire*, Asphalt Spreader; Autograder/ GOMACO or similar; ABG Paver*, Backhoes with Caisson attachment*, Ballast Regulator, Belt Loader*; Caisson Rigs*Car Dumper, Central Redi-Mix Plant*, Combination Backhoe; Front End Loader Machine (1 cu yd or over Backhoe bucket or with attachments); Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft*; Concrete Placer*; Concrete Tube Float; Cranes, all attachments*; Cranes, Hammerhead, Linden, Peco and machines of a like nature*; Creter Crane; Crusher, stone; All Derricks; Derrick Boats; Derricks, traveling*; Dowell Machine with Air Compressor (\$1.00 above Class 1); Dredges*; Field Mechanic Welder; Formless Curb and Gutter Machine*; Gradall and machines of a like nature*; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted*; Hoists, one, two, and three Drum; Hydraulic

Backhoes*; Backhoes with Shear attachments*; Mucking Machine; Pile Drivers and Skid Rig*; Pre-Stress Machine; Pump Cretes Dual Ram (requires frequent lubrication and water)*; Rock Drill- Crawler or Skid Rig*; Rock Drill truck mounted*; Rock/ Track Tamper; Roto Mill Grinder, (36" and over)*; Slip-Form Paver*; Soil Test Drill Rig, truck mounted*; Straddle Buggies; Hydraulic Telescoping Form (tunnel); Tractor Drawn Belt Loader*; Tractor Drawn Belt Loader with attached Pusher (two engineers); Tractor with boom; Tractaire with attachment; Traffic Barrier Transfer Machine*; Trenching Machine; Truck Mounted Concrete Pump with boom*; Underground Boring and/or Mining Machines 5 ft in diameter and over tunnel, etc.*; Wheel Excavator* & Widener (Apsco); Raised or Blind Hoe Drill, Tunnel & Shaft*

GROUP 2: Batch Plant*; Bituminous Mixer; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backhoe Front End Loader Machine, (less than 1 cu yd Backhoe Bucket with attachments); Compressor and Throttle Valve; Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S series to and including 27 cu ft; Concrete Spreader; Concrete Curing Machine; Burlap Machine; Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or similar type); Drills (all); Finishing Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist- Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Hydro-Blaster (requires two operators); Laser Screed*; Locomotives, Dinky; Off-Road Hauling Units (including articulating); Pump Cretes; Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, self-Propelled; Scoops-Tractor Drawn; Self- propelled Compactor; Spreader-Chip-Stone; Scraper; Scraper-Prime Mover in Tandem regardless of size (add \$1.00 to Group 2 hourly rate for each hour and for each machine attached thereto add \$1.00 to Group 2 hourly rate for each hour); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

GROUP 3: Boilers; Brooms, all power propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer, two bag and over; Conveyor, Portable; Farm type Tractors used for mowing, seeding, etc; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-hole Digger; Power Saw, Concrete, Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with A-Frame; Work Boats; Tamper-Form motor driven

GROUP 4: Air compressor - Small 250 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 250; Combination - Small Equipment Operator; Directional Boring Machine; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants (1 to 5); Pumps, over 3" (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches;

GROUP 5: Bobcats (All); Brick Forklifts; Oilers; Directional Boring

*Requires Oiler

IRON0001-014 06/01/2025DU PAGE (Eastern 1/4), LAKE, AND MCHENRY (Hebron, Woodstock,
and East thereof) COUNTIES

	Rates	Fringes
IRONWORKER		
Sheeter.....	\$ 62.71	46.58
Structural and Reinforcing..	\$ 62.46	46.58

IRON0063-003 06/01/2025LAKE, DUPAGE (Eastern 1/4) and MCHENRY (HEBRON, WOODSTOCK &
EAST THEREOF) COUNTIES

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 59.26	44.81

IRON0393-003 06/01/2021DEKALB (SOUTHEASTERN 2/3 including Sycamore and Dekalb),
DUPAGE (REMAINDER), KANE, KENDALL (NORTHERN PART), and MCHENRY
(SOUTHEAST 1/4) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 48.83	39.84

IRON0444-006 06/01/2022

KENDALL (Southern Part) and WILL COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 47.80	42.50

IRON0498-003 06/01/2021BOONE, DEKALB (EXCEPT Southeast), and MCHENRY (Northwest)
COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 41.37	44.41

LAB00002-004 06/01/2025

DUPAGE COUNTY

	Rates	Fringes
LABORER (SEWER CONSTRUCTION)		
GROUP 1.....	\$ 51.40	36.94
GROUP 2.....	\$ 51.53	36.94
GROUP 3.....	\$ 51.63	36.94
GROUP 4.....	\$ 51.75	36.94

GROUP 5.....\$ 51.40

36.94

LABORER CLASSIFICATIONS

GROUP 1: Signalmen Top Laborers, and all other Laborers not Mentioned.

GROUP 2: Concrete Laborers; Steel Setters.

GROUP 3: Cement Carriers; Cement Mixers; Concrete Repairmen; Mortar Men; Scaffold Men; and Second Bottom Men.

GROUP 4: Bottom Men; Bracers-Bracing; Bricklayer's Tender; Catch Basin Digger; Drainlayer; Dynamiter; Form Men; Jackhammermen; Powerpac; Pipelayers; Rodders; Welders & Burners; Well Point System Men.

GROUP 5: Asbestos Abatement Laborers, Toxic and Hazardous Waste Removal Laborers & Dosimeter use (any device) Monitoring Nuclear Exposure.

LAB00002-009 06/01/2025

DU PAGE COUNTY

	Rates	Fringes
LABORER (Compressed Air)		
0 - 15 lbs.....	\$ 52.40	36.94
16 - 20 lbs.....	\$ 52.90	36.94
21 - 26 lbs.....	\$ 53.40	36.94
27 - 33 lbs.....	\$ 54.40	36.94
34 lbs and over.....	\$ 55.40	36.94
LABORER (Tunnel and Sewer)		
GROUP 1.....	\$ 51.40	36.94
GROUP 2.....	\$ 51.53	36.94
GROUP 3.....	\$ 51.63	36.94
GROUP 4.....	\$ 51.75	36.94
GROUP 5.....	\$ 51.40	36.94

LABORER CLASSIFICATIONS (TUNNEL)

GROUP 1: Cage tenders; Dumpmen; Flagmen; Signalmen; Top laborers

GROUP 2: Air hoist operator; Key board operator; concrete laborer; Grout; Lock tenders (Free Air Side); Steel setters; Tuggers; Switchmen; Car pusher

GROUP 3: Concrete repairmen; Lock tenders (pressure side); Mortar men; Muckers; Grout machine operators; Track layers

GROUP 4: Air trac drill operator; Miner; Bricklayer tenders; Concrete blower operator; Drillers; Dynamiters; Erector operator; Form men; Jackhammermen; Powerpac; Mining machine operators; Mucking machine operator; Laser beam operator; Liner plate and ring setters; Shield drivers; Power knife operator; Welder- burners; Pipe jacking machine operator; skimmers; Maintenance technician

GROUP 5: Asbestos abatement laborer; Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

LABORER CLASSIFICATIONS (SEWER)

GROUP 1: Signalmen; Top laborers and All other laborers

GROUP 2: Concrete laborers and Steel setters

GROUP 3: Cement carriers; Cement mixers; Concrete repairmen; Mortar men; Scaffold men; Second Bottom men

GROUP 4: Air trac drill operator; Bottom men; Bracers-bracing; Bricklayer tenders; Catch basin diggers; Drainlayers; dynamiters; Form men; Jackhammermen; Powerpac; Pipelayers; Rodders; Welder-burners; Well point systems men

GROUP 5: Asbestos abatement laborer, Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

LAB00032-007 05/01/2025

DE KALB COUNTY

	Rates	Fringes
LABORER		
General Laborer.....	\$ 47.04	36.31
Skilled Laborer.....	\$ 50.39	36.31

LABORER CLASSIFICATIONS

General Laborer: Carpenter Tender, Tool Cribman, Fireman or Salamander Tender, Flagman, Gravel Box Man, Bumpman & Spotter, Form Handler, Material Handler, Fencing Laborer, Cleaning Lumber, Pit Man, Material Checker, Landscaper, Unloading Explosives, Laying of Sod, Planting of Trees, Asphalt Workers With Machine & Layers, Asphalt Plant Laborer, Wrecking, Fire-proofing, Driving Stakes, Stringlines for All Machinery, Window Cleaning, Demolition Worker, Explosive Handling, Trimming & Removal of Trees, Multi-Plate Pipe, Pilot Cars for Traffic Control, Power Rigging

Skilled Laborer: Asbestos Abatement Worker; Hazardous Waste Worker Handling any Materials with any Foreign Matter Harmful to Skin or Clothing, Track Labor, Cement Handler, Chloride Handler, Unloading & Laborers with Steel Workers & Re-bars, Wet Concrete Workers, Tunnel Tenders in Free Air, Batch Dumper, Mason Tender, Kettle & Tar Man, Tank Cleaner, Plastic Installer, Scaffold Worker, Motorized Buggies or Motorized Unit Used For Wet Concrete or Handling of Building Materials, Laborers With De-Watering Systems, Sewer Workers Plus Depth, Vibrator Operator; Cement Silica, Clay, Fly Ash, Lime & Plasters Handlers (Bulk or Bag); Cofferdam Worker Plus Depth, Concrete Paving, Placing, Cutting & Tying of Reinforcing, Deck Hand, Dredge Hand and Shore Laborer, Bankman on Floating Plant, Grade Checker, Power Tools, Front End Man on Chip Spreader, Caisson Worker Plus Depth, Gunnite Nozzleman, Leadman on Sewer Work, Welder, Cutter, Burner & Torchman, Chain Saw Operator, Jackhammer & Drill Operator, Layout Man and/or Tile Layer, Steel Form Setter - Street & Highway, Air Tamping Hammerman, Signal Man On Crane, Concrete Saw Operator, Screenman on Asphalt Paver, Tending Masons with Hot Material or Where Foreign Materials are used, Mortar Mixer

Operator, Multiple Concrete Duct - Leadman, Luteman, Asphalt Raker Curb Asphalt Machine Operator, Ready Mix Scaleman Permanent Portable or Temporart Plant, Laborer Handling Masterplate or Similar Materials, Laser Beam Operator, Concrete Burning Machine Operator, Coring Machine Operator, Plaster Tender, Underpinning & Shoring of Buildings, Pump Man, Manhole & Catch Basin, Dirt & Stone Tamper, Hoseman on Concrete Pump.

LAB00075-002 06/01/2025

WILL COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 51.40	36.94
GROUP 2.....	\$ 51.75	36.94
GROUP 3.....	\$ 51.40	36.94
GROUP 4.....	\$ 51.75	36.94
GROUP 5.....	\$ 51.60	36.94
GROUP 6.....	\$ 51.75	36.94
GROUP 7.....	\$ 51.60	36.94

LABORER CLASSIFICATIONS

GROUP 1 - Mortar mixers, handling asphalt shingles; Scaffolds; Sewer and trench work (ground level down to 8 feet); Catch basin and manhole diggers, mesh handling on road work; Cement and mineral filler handler; Concrete puddlers; Batch dumpers (cement & asphalt); Vibrator operators; Sand and stone wheelers to mixer Handlers); Concrete wheelers; Airtamping hammermen; Concrete & paving breakers; Rock drillers/Jackhammermen; Chipping hammermen 1-Bag mixer; Asphalt laborer; Chain and power saws; Pit men; Fencing laborers; Mason tenders (mortar and brick wheeler); Kettlemen & tarmen, tank cleaners; Scaffold and staging laborers; Pot Firemen (tarmen); Heaters tender for any purpose; Water pumps (portable water pumps shall be tended by laborers if the employer determines tending is required); Rip rap; Handling of slab steel road forms in any manner, except road form setting, setting center strips, Contraction and expansion joints (road work); Unloading and handling of lumber, brick, transite materials, cast iron water pipe, reinforced concrete rods, sewer and drain tile, railroad tiles and all other creosoted materials; paving blocks and concrete forms; Handling of insulation of any type; all work involving the unloading of materials, fixtures, or furnishing, whether crated or uncrated; all mortar and composition mixers of sewer work; track laborers; Chimney and silo laborers working at a height of 1 to 48 feet; All laborers working on swinging suspended, or any type or make of scaffolding 1 to 48 feet; All laborers working inside a sphere or any type or make of tank; Working inside a sphere or any type or make of tank from bottom to a height of 48 feet; Form strippers (any type); Mechanical or motorized buggies, for concrete or masons employers; Use of skid steer loads or any other machinery which replaces the wheelbarrow or buggy; Handling multiple concrete duct or any other type of pipe used in public utility work unless otherwise specified herein; Snapping of wall ties and removal of rods; drilling of anchor bolt holes; Concrete or asphalt clipper type saws and self-propelled saws; Shoulder and grade laborers; All

hydraulic electric and air or any other type of tools;
Grouting and caulking; Cleaning lumber, Nail pulling, Deck
hand; Dredgehand; Shore laborer; Bankmen on Floating Plant;
Tool and material checkers; Signalmen and Flagmen on all
construction work; Cleaning of debris; Removal of trees;
Concrete curing, temporary concrete protection regardless
of manner or materials used; Laborers on Apsco; Janitorial;
Wrecking and demolition laborers

GROUP 2 - Sewer and drain pipe layers and multiple concrete
duct or any other type of pipe used, on public utility work
(ground level to 8 feet); Pumpcrete pipe handlers

GROUP 3 - Asphalt rakers; Hod carriers; Plasterer laborers;
Gunnite laborers, Slab for setters on roads, highways,
streets, airport runaways, and radii (any type of form)
stringline men for all aforementioned work; Wagon and tower
drillers on land and floating plant used on dredging;
Asphalt gunners and plug men (undercoating on road work);
Mortar pump laborers; Plaster pump laborers

GROUP 4 - Tunnel miners, and all laborers inside tunnel; Air
blow pipemen; Torchmen (burners); Mortaring men on sewer
and drain pipe (the applying of mortar and composition
mixes); All bottom men on sewer work-all sewer and drain
pipelayers-multiple concrete duct or any other type of pipe
used on public utility work-8 feet or more below ground
level, and all other sewer and trench laborers 8 feet or
more below ground level regardless of excavation area; All
labor work inside cofferdam; Use of a 10 foot or more drill
steel for hand held drills; Caisson laborers ground level
down 15 feet; All air tools 8 feet or more below ground
level; All laborers working on swinging-suspended or any
type or make of scaffolds, 48 feet to 100 feet; All chimney
and silo laborers working at a height of 48 to 100 feet;
All tamping hammers over 150 lbs.; All laborers working
inside of a sphere or any type or make of tank at a height
of 48 feet to 100 feet; all hydraulic, electric and air
tools or any other type 8 feet or more below ground level;
Vibrators-any type-8 feet or more below ground level

GROUP 5 - Gunnite nozzle men; Caisson laborers and all
tamping hammers from 150 lbs and over; from 15 feet below
ground level down to 50 feet; and all laborers working
inside of a sphere or any type of tank for every additional
50 feet or part thereof above 100 feet in height

GROUP 6 - All underground cavern laborers; Caisson laborers
50 feet or more below ground level; Laborers working under
radio active conditions (suiting up); Blasting men
(Powdermen)

GROUP 7 - Dosimeter (any device) used for monitoring nuclear
exposure; Asbestos abatement worker; Toxic and hazardous
waste removal laborer; and chimney and silo laborers for
every additional 50 feet or any part thereof above 100 feet
high

LAB00149-002 06/01/2025

BOONE, KANE, KENDALL, AND McHENRY COUNTIES

Rates

Fringes

LABORER

GROUP 1.....	\$ 51.40	36.94
GROUP 2.....	\$ 51.68	36.94
GROUP 3.....	\$ 51.68	36.94
GROUP 4.....	\$ 51.68	36.94
GROUP 5.....	\$ 51.63	36.94
GROUP 6.....	\$ 51.75	36.94
GROUP 7.....	\$ 51.75	36.94
GROUP 8.....	\$ 51.40	36.94
GROUP 9.....	\$ 52.40	36.94

LABORER CLASSIFICATIONS

GROUP 1: Common laborer, Asphalt laborer, Asphalt plant laborer, Striping laborer, Clipper type concrete saw, Self-propelled saws

GROUP 2: Air tampers & Vibrators

GROUP 3: Mortar & Concrete mixers

GROUP 4: Stringline & form setter; Torchman (demolition), Sheeting & Cribbing, Black top rakers & lutemen, Machine screwmen

GROUP 5: Chain saw man, Jackhammer man, Drillman, Concrete breakers & air spade,

GROUP 6: Tunnel laborers, Tile layers & bottom men

GROUP 7: Caisson diggers, Dynamiters

GROUP 8: Flagman

GROUP 9: Asbestos abatement laborers, Toxic & hazardous waste removal laborers & Dosimeter (any device) monitoring nuclear exposure

LAB00152-003 06/01/2025

LAKE COUNTY

	Rates	Fringes
--	-------	---------

LABORER

GROUP 1.....	\$ 51.40	36.94
GROUP 2.....	\$ 51.48	36.94
GROUP 3.....	\$ 51.40	36.94
GROUP 4.....	\$ 51.63	36.94
GROUP 5.....	\$ 51.60	36.94
GROUP 6.....	\$ 51.60	36.94

LABORER CLASSIFICATIONS

GROUP 1: General laborers; Asphalt

GROUP 2: Cement gun laborers

GROUP 3: Asphalt Tampers and Smoothers

GROUP 4: Rakers and Lutemen; Machine screwman; Kettlemen; Mixermen, Drum-Men; Jackhammermen (Asphalt); Mite Box Spreaders; Laborers on birch overman and similar spreader equipment; Laborers on apscos; Laborers on Air Compressors; Paving Form Setters; Jackhammerman (Concrete); Power Drive

Concrete Saws

GROUP 5: Cement Gun Nozzle (Gunitite)

GROUP 6: Asbestos abatement laborers; Toxic and hazardous waste removal laborers; Dosimeter (any device monitoring nuclear exposure)

PAIN0014-003 06/01/2024

LAKE and WILL COUNTIES

	Rates	Fringes
PAINTER: Brush Only.....	\$ 53.05	33.91

PAIN0030-001 06/01/2024

DE KALB, DU PAGE, KANE, KENDALL AND MCHENRY COUNTIES

	Rates	Fringes
PAINTER Brush, Drywall Taper/Finisher, Sandblaster, and Spray.....	\$ 53.05	27.63

PAIN0030-004 06/01/2024

BOONE, JO DAVIESS, LEE, OGLE, STEPHENSON AND WINNEBAGO COUNTIES

	Rates	Fringes
PAINTER Brush, Roller, Spray, Sandblasting, Paperhanger, Drywall Finishing, Taper, and Spray Structural Steel..	\$ 45.15	29.41

PLAS0011-002 06/01/2023

WILL COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 46.25	45.10

PLAS0011-008 06/01/2023

DE KALB, KANE, KENDALL, AND MCHENRY COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 50.70	40.60

PLAS0011-013 06/01/2023

LAKE COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 48.50	42.82

PLAS0011-015 06/01/2023

BOONE COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 41.03	36.39
PLASTERER.....	\$ 37.90	37.66

PLAS0803-001 08/01/2010		

DUPAGE COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 38.00	24.03

* TEAM0179-002 06/01/2025		

KENDALL and WILL COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2 or 3 Axle Trucks.....	\$ 46.12	0.30+a
4 Axle Trucks.....	\$ 46.27	0.30+a
5 Axle Trucks.....	\$ 46.47	0.30+a
6 Axle Trucks.....	\$ 46.67	0.30+a

FOOTNOTES:

- a. Health and Welfare \$448.80 per week; Pension \$562.80 per week.
- b. Lowboy is an additional \$1.50 per hour

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer

Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long;

Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

* TEAM0301-001 06/01/2024

LAKE AND MCHENRY COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 44.54	13.40+a
4 AXLES.....	\$ 44.69	13.40+a
5 AXLES.....	\$ 44.89	13.40+a
6 AXLES.....	\$ 45.09	13.40+a

FOOTNOTES:

a.\$500.00 per week pension.

b. Lowboy is an additional \$1.50 per hour

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper

Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long;

Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

* TEAM0325-004 06/01/2025

BOONE and WINNEBAGO COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2 - 3 Axles.....	\$ 48.47	26.70
4 Axles.....	\$ 48.62	26.70
5 Axles.....	\$ 48.82	26.70
6 Axles.....	\$ 48.93	26.70

FOOTNOTE: An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Forkl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers Pole Trailer, up to 40 feet; Power Mower Tractors; Skipman; Slurry Trucks, two-man operation; Teamsters; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil

Distributors, one-man operation
 Pole Trailer, over 40 feet; Pole and Expandable Trailers
 hauling material over 50 feet long, additional \$0.50 per
 hour; Slurry Trucks, one-man operation; Winch Trucks, 3
 axles or more

*Mechanic*Truck Welder and Truck Painter; *Winter Rate:
 Between Dec. 15 and Feb. 28 the mechanic and welder rate
 shall be \$2.00 less than the scheduled scale. Truck Painter
 and Truck Welder classifications shall only apply in areas
 where and when it has been a past area practice;
 Dual-purpose vehicles, such as mounted crane trucks with
 hoist and accessories

Group 4 - Foreman; Master Mechanic; Self-loading equipment
 like P.B. and trucks with scoops on the front

 * TEAM0330-002 06/01/2025

DEKALB COUNTY

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 44.83	0.30+a
4 AXLES.....	\$ 44.98	0.30+a
5 AXLES.....	\$ 45.18	0.30+a
6 AXLES.....	\$ 45.38	0.30+a

FOOTNOTE: a.Health and Welfare \$468.00 per week;Pension
 \$644.34 per week

Low Boy classification is an additional \$1.50 per hour
 An additional \$.20 per axle shall be paid for all vehicles
 with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence
 Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the
 same employer shall receive 1 week paid vacation; 3 years -
 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20
 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes;
 Air Compressor and Welding Machines, including those pulled
 by cars, pick-up trucks and tractors; Ambulances;
 Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car
 and Truck Washers; Carry Alls; Forl Lifts and Hoisters;
 Helpers; Mechanics Helpers and Greasers; Oil Distributors,
 two-man operation; Pavement Breakers; Pole Trailer, up to
 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick
 Change Barrier; Self-Propelled Chip Spreader; Shipping and
 Receiving Clerks and Checkers; Skipman; Slurry Trucks,
 two-man operation; Slurry Trucks, Conveyor Operated - 2 or
 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen
 and Dockmen; Truck Drivers hauling warning lights,
 barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7
 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump
 Turnapulls or Turnatrailers when pulling other than
 self-loading equipment or similar equipment under 16 cubic

yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

* TEAM0673-003 06/01/2025

DU PAGE and KANE COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 45.31	0.30+a
4 AXLES.....	\$ 45.46	0.30+a
5 AXLES.....	\$ 45.66	0.30+a
6 AXLES.....	\$ 45.86	0.30+a

FOOTNOTE: a.

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Low-Boy is an additional \$1.50 per hour

Health and Welfare: \$453.20 per week

Penson: \$589.90 per week

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks,

two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

TEAM0731-002 04/01/2025

	Rates	Fringes
--	-------	---------

Traffic Control Device Monitor

TRAFFIC SAFETY WORKER:

Primary duties include but are not limited to the delivery, maintenance and pick-up of traffic control devices, the set-up and installation of traffic signs, pavement markings, barricades, crash barrels and glare screens, traffic control surveillance, the repair and maintenance trucks, cars, arrow boards, message signs, barricade and sign fabrication equipment.....\$ 43.40

22.71

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this

contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates

in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

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

Survey Rate Identifiers

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

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

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination

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

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

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION

..