

INDEPENDENT CONTRACTOR AGREEMENT

This INDEPENDENT CONTRACTOR AGREEMENT (this “Agreement”), is made and entered into as of this __ day of _____, 2009 (the “Effective Date”), by and between the **Indiana Builders Association** (“IBA”) and _____ (“Contractor”).

RECITALS

- A. IBA is responsible for distributing funding and selecting Contractors for the Indiana Home Energy Conservation Program (“HEC”).
- B. Contractor and/or its subcontractors desire to perform contractor services for weatherization projects under HEC.
- C. IBA desires to grant to Contractor the right to perform weatherization services pursuant to the terms and conditions set forth below.

AGREEMENT

1. Contractor Services.

1.1 Projects. This Agreement contemplates that Contractor will, from time to time, perform HEC contractor services (the “Services”) for weatherization projects (each, a “Project”) for IBA. Subject to determination and selection by IBA, IBA will award Projects to Contractor. For any Project that Contractor is awarded, Contractor will be responsible for performing all Services that the Project requires, including without limitation, reviewing the work orders and, where necessary, identifying items that need clarification and/or modification, furnishing qualified and trained workers, meeting material and installation quality standards and completing work identified on the work orders within the established time frame. Contractor shall also be responsible for correcting and/or completing any work identified as inadequate by auditors, Indiana Housing and Community Development Authority (“IHCDA”), IBA or any other authorized governmental entity.

1.2 No Exclusivity. Contractor acknowledges and agrees that this Agreement does not grant it an exclusive right to perform contractor services on Projects. Each Project will be awarded by IBA in IBA’s discretion. This Agreement grants Contractor the right to be considered and selected by IBA for Projects and to service the Projects that IBA awards to it.

2. Term and Termination.

2.1 Term. This Agreement shall be effective as of the Effective Date and shall continue until May 31, 2010. After the date set forth above, Contractor may reapply with the IBA to perform Services if IBA is selected to administer HEC funds in subsequent years.

2.2 Termination. If Contractor fails to comply with the terms of this Agreement, IBA may, upon written notice to the Contractor of the breach, suspend Services, suspend payment in whole or in part, or terminate this Agreement. If IBA or IHCDA determines that any breach of this Agreement by Contractor endangers the life, health, or safety of the residents of the home where the Services are being performed, of those working on the Project or any others, IBA may terminate this Agreement

immediately by orally notifying Contractor of the same and following it with written notice of termination.

2.3 Effect of Termination. Unless otherwise agreed by the parties, upon termination of this Agreement, Contractor shall cease to provide any further Services on any Project. In the event of termination, IBA shall be entitled to all remedies available to it at law or in equity.

2.4 Termination Upon Ceasing Business. Contractor agrees that IBA may terminate this Agreement if Contractor ceases doing business for any reason. The termination shall be effective from the date Contractor ceases doing business.

2.5 No Assignment of Obligations. Contractor acknowledges and agrees that this Agreement may be terminated immediately by IBA should Contractor attempt to assign, transfer, convey, or encumber the Agreement in any way.

2.6 Termination Due to Change to Business. Contractor shall provide written notice to IBA of any change in Contractor's address, legal name, or legal status including, but not limited to, a sale or dissolution of Contractor's business. IBA reserves the right to terminate this Agreement should Contractor's legal status change in any way.

3. Payment

3.1 Payment Terms. Contractor shall be paid a flat fee for the Services provided under this Agreement. IBA agrees to pay Contractor for Services as set forth in the IBA HEC Site Built Work Order and the IBA HEC Mobile Home Work Order attached hereto as *Exhibit A*. IBA reserves the right to make any adjustments to the amounts set forth in *Exhibit A* due to any increased costs for labor or material.

The amounts set forth in *Exhibit A* represent the estimated price for materials and labor associated with completion of the Services identified in this Agreement. Contractor shall be required to pay any contractor, subcontractor, laborer or worker prevailing wages for the actual time spent by the contractor, subcontractor, laborer or worker to complete the Services. To the extent the materials or labor costs exceed the amount set forth in the flat fee amounts listed in *Exhibit A*, the Contractor may submit a change order to IBA for consideration and approval. IBA may in its sole discretion approve or reject any change order submitted.

All invoices for Services must be submitted to IBA within thirty (30) calendar days after Services are performed. Subject to and upon approval and release of funds from IHCDA to IBA, payment of invoices shall be made within sixty (60) days after Contractor submits all invoices and proper documentation. For purposes of this Agreement, "pay" shall mean the act of depositing checks in the mail for delivery to the Contractor or pick-up of checks by the Contractor from IBA.

3.2 Billing of Labor and Materials. All invoices submitted by Contractor or its subcontractors to IBA shall itemize all costs associated with a Project, separating the cost of materials from the cost of labor. The invoices shall also certify that Contractor has paid all its employees, subcontractors, laborers or workers prevailing wages.

3.3 Payment Upon Approval of Work. Neither Contractor nor its subcontractor(s) shall be paid for any work performed until all Contractor's invoices are submitted and IBA has performed an inspection and determined in writing that all Services have been completed, were performed in a satisfactory manner ("Final Inspection"), and comply with all HEC standards and guidelines. To the extent auditors, IBA or IHCDA inspectors determine that Contractor's work is inadequate and Contractor fails to correct the work within three (3) days, IBA shall be entitled to have another Contractor remedy Contractor's work, and Contractor shall be responsible for costs associated with bringing the work into compliance.

3.4 Withholding of Payment and Repayment. IBA may withhold payment to Contractor if a claim submitted by Contractor is inaccurate or if Contractor has not complied with the claim preparation instructions. Contractor shall, upon written demand, be required to repay IBA all sums paid to Contractor for which adequate fiscal and/or service delivery documentation is not in existence for any Project and any time period audited.

3.5 No Payment of Disallowed Costs. Contractor shall not be entitled to payment for any disallowed costs, and IBA shall be entitled to set off any such amount against current or future allowable claims made by Contractor. For current claims, IBA shall have the right to withhold payment in a like amount to the disallowed cost pending resolution of the disputed amount. In the event no current or future claims are due or may become due to Contractor, IBA shall have the right to demand cash repayment from Contractor, which payment is due seven (7) days after IBA's demand of the same.

3.6 Payment Based on Availability of Funds. Contractor understands that all contracts awarded will be funded by the American Recovery and Reinvestment Act of 2009 ("ARRA"). Contractor understands and agrees that payment under this Agreement is subject to and conditioned upon the availability of funds. If federal funds are reduced or redistributed during the term of this Agreement, neither IBA, IHCDA nor any other agency shall have any obligation to make payment hereunder, except to the extent funds are available. In the event IHCDA determines funds are not appropriated or otherwise available to support continuation of performance of this Agreement, the Agreement shall be canceled. Such determination by IHCDA that funds are not appropriated or otherwise available shall be final and conclusive.

3.7 Subcontracts. To the extent Contractor subcontracts any of the work to be performed under this Agreement, any such agreement will be memorialized in a written contract, and a copy of the same and all other necessary documentation required under this Agreement shall be provided to IBA before any of Contractor's subcontractors perform any work. Contractor agrees it shall keep and maintain a copy of any contracts it enters into with subcontractor(s) and to provide a copy of the same to IBA upon IBA's request. To the extent any of Contractor's subcontractors breach any provisions of this Agreement or those set forth in the Home Energy Conservation Award Program Grant Award-Agreement Number: HEC-009-014 CFDA #81.042 between IBA and IHCDA, Contractor shall immediately notify IBA of the same and shall discontinue any contract with the specified subcontractor in the event of such a breach.

3.8 Purchase of Materials. Contractor agrees to comply with all policies and procedures regarding procurement of materials to be used in performing Services under this Agreement. Contractor shall use the State of Indiana's centralized purchasing system ("Central Purchasing") to obtain weatherization materials required to be purchased through Central Purchasing unless an

exemption is granted by IHCD. Contractor understands that purchases of any materials from an outside source, which could have been obtained through Central Purchasing, may not be reimbursed.

4. Contractor Warranties. Contractor warrants to the IBA that:

4.1 it has reviewed the rules and requirements for Contractors set forth in the Indiana Builders Association Home Energy Program and Contractual Request for Information and can and will comply with the same;

4.2 it shall comply with all of the training and certification requirements specified in the Home Energy Conservation State Plan (“HEC State Plan”), Indiana Weatherization Field Guide, the Request for Proposals dated March 23, 2009 and issued by IHCD (“RFP 9-70”), Weatherization Policy and Procedures Manual (the “Manual”), State Weatherization directives and any notices, guidance, manuals, program rules or amendments related thereto (collectively “State Weatherization Plan”) and policies and all other rules and regulations set forth in paragraph 11.10 of this Agreement;

4.3 it has obtained, or will obtain within the time periods set forth in the Manual, at least the minimum certifications through authorized training agents of IHCD, including those required by Section 600 of the Manual;

4.4 the Services will be performed diligently and in a good and workmanlike manner using reasonable care and in strict accordance with all applicable federal, state and local laws, rules, regulations, ordinances, and governmental and regulatory agency orders;

4.5 it shall confirm the necessary written consents of the person receiving the Services, including the Client Consent Form Release of Liability and Waiver of Claims form attached hereto as *Exhibit B* and documents specified therein, have been provided. Contractor will provide in-home energy education regarding reducing energy consumption and health and safety concerns;

4.6 it will perform and complete any necessary follow-up work to ensure the Services performed are in compliance with the energy audits and HEC rules and regulations and will provide any documentation regarding the same;

4.7 the Services will be performed in accordance with all HEC and ARRA rules, regulations, and guidelines, including the State Weatherization Plan and policies, Weatherization Contractor Training Handbook, and the WX Works! manual;

4.8 all work performed and materials supplied under this Agreement and the charges therefore are competitive with other contractors performing this type of work for similarly-situated customers in compliance with all applicable laws, including but not limited to 10 C.F.R. 600.236. Neither Contractor nor its subcontractors shall impose fees upon the recipients of Services provided through this Agreement except as explicitly authorized by IHCD; and

4.9 it will warrant and guarantee the work and materials covered by this Agreement and agrees to make good, at its own expense, any defect in materials or work that may occur or develop prior to Contractor’s release from responsibility pursuant to any applicable warranty period, including statutory warranties contained in the I.C. § 32-27-1-1 et seq., and amendments thereto, and any other warranties contained within the Indiana Code dealing with home improvements.

5. Permits, Licensing, Certification and Accreditation

5.1 Permits. Contractor shall obtain, at its sole expense, all permits from all appropriate local, state and federal regulatory authorities required by applicable laws or otherwise reasonably required for the performance of the Services hereunder. Contractor warrants that it and its subcontractors shall obtain and maintain all required bonds, permits, licenses and approvals, and shall comply with all health, safety, and environmental statutes, rules or regulations in the performance of Services under this Agreement. Failure to comply with this provision is a material breach and grounds for immediate termination of this Agreement and denial of further work with IBA.

5.2 Licenses, Certification and Accreditation. Contractor shall obtain and maintain, at its sole expense, necessary licenses, certifications and accreditations and any other standards or criteria that any applicable governmental entity requires for the performance of the Services hereunder. Contractor shall have the sole responsibility for assuring that all contracted agents or employees of Contractor meet this standard and comply with all applicable licensing standards, certification standards, accrediting standards, and any other standards or criteria that any applicable governmental entity requires of Contractor or its subcontractors to deliver Services pursuant to this Agreement. IBA shall not be required to reimburse Contractor for any Services performed when Contractor or its employees or subcontractors are not in compliance with applicable licensing, certifying, or accrediting standards. If licensure, certification, or accreditation expires or is revoked, Contractor agrees to notify IBA immediately thereof. Contractor shall establish to IBA that Contractor is in compliance with all applicable laws and has the required licenses, permits, registrations, certifications and accreditations prior to performing Services.

6. Insurance. Contractor agrees to provide and maintain during the term of this Agreement comprehensive general liability insurance coverage from a carrier satisfactory to IBA, with minimum aggregate limits of \$1,000,000 for bodily injury and property damage, and worker's compensation insurance in amounts required by state law. The policy shall include a contractual liability endorsement covering Contractor's obligations under this Agreement. Upon request by IBA, Contractor shall furnish to IBA true and correct copies of the certificates of insurance maintained in compliance with this Section that illustrate the types of coverage, limits of liability, expiration dates of policies and that such policies are in full force and effect. The certificates shall name the IBA as an additional insured and shall contain a 30-day prior notice provision of cancellation, termination or material change in coverage.

7. Indemnification. Contractor shall indemnify, defend, and hold harmless IBA, IHCDA and the State of Indiana, and their employees, agents, and officials, against any and all actions, liabilities, injuries, claims, suits, losses, damages, judgments, causes of action, costs, or expenses (including reasonable attorneys' fees, court costs and out-of-pocket expenses) which they may sustain, incur, or be required to pay by reason of any person suffering bodily injury, death, or property loss or damage as a result of any act or omission of Contractor, or any officer, agent, employee, or subcontractor thereof, in carrying out activities under this Agreement. Contractor shall require any subcontractor to indemnify IBA, IHCDA and the State of Indiana, and their employees, agents and officials, as any part of any subcontract issued pursuant to this Agreement.

8. Confidentiality. Contractor will comply with all applicable state and federal laws, rules and regulations, including, but not limited to, those relating to the release of Social Security numbers in

I.C. § 4-1-10 and the notice of security breach provisions in I.C. § 4-1-11. Confidential information means any individually identifiable information, whether oral or written, about the participants who receive Services and/or assistance from IHCDA, IBA and/or sub-recipients of the IHCDA. Contractor shall comply with IBA's policies and procedures relating to handling, maintaining and disclosing confidential information and agrees to sign the Non-Disclosure and Confidentiality Agreement attached hereto as *Exhibit C* ("Confidentiality Agreement"). Contractor will require any of its employees, agents, subcontractors or other representatives who require access to confidential client information to sign the Confidentiality Agreement and to provide executed copies of the same to IBA before any work is performed. To the extent Contractor breaches this provision, Contractor agrees to indemnify, hold harmless and defend IBA for any damages arising therefrom.

9. Records

9.1 Maintaining Records. In addition to providing IBA all necessary documentation, Contractor shall maintain its own books, records and documents, including but not limited to banking, accounting and payroll records, purchase orders and other documents, which are sufficient to reflect all costs attributed to the Services provided, document all Contractor's financial activities, substantiate payment for such Services and, if applicable, confirm payment of prevailing wage. Contractor shall keep and maintain these records in accordance with generally accepted accounting procedures and practices and keep records for no less than three (3) years from the date IBA submits its final financial status report to IHCDA, or one year from the resolution of any outstanding administrative, program or fiscal audit question, or legal action, whichever is later.

9.2 Failure to Provide Records. Contractor understands that prompt compliance by Contractor to submit program, financial or any other necessary documentation is critical to this Agreement, and failure of Contractor to comply with any such request could result in immediate suspension of payment, non payment or termination of the Agreement.

9.3 Inspection of Records. Contractor agrees that IBA, IHCDA, the State of Indiana and the United States Government shall have the right to enter Contractor's premises, the premises of Contractor's subcontractor(s), or the jobsite where Services are being performed, to inspect or audit any records and property maintained by Contractor or its subcontractor(s) in connection with this Agreement. Contractor and its subcontractor(s) shall make all books, records, and documents that relate to their activities under this Agreement available for inspection, review, and audit when requested by authorized representatives of IBA, IHCDA, the State of Indiana or the United States Government.

9.4 Compliance with Investigations. Contractor shall comply with any and all investigations by IBA, IHCDA, the State of Indiana or the United States Government, including the Office of the Inspector General. Such cooperation by Contractor in any investigation includes, but is not limited to, providing prompt responses to requests for information and reasonable access to Contractor's and its subcontractors' facilities, records and personnel. In addition to allowing any of the entities set forth above to inspect the records identified in Section 9.3, Contractor shall also ensure the cooperation of its employees, officers, board members and subcontractors in any review, audit, inspection or investigation and, if necessary, allow said individuals to be interviewed.

9.5 Compliance with Recommendations and Findings. Contractor agrees that IBA, IHCDA, the State of Indiana, and the United States Government have the right to make

recommendations and findings in connection with the Services provided by Contractor, and Contractor agrees to comply with any corrective actions specified by any of the above entities within the time limits specified by the same.

10. Independent Contractor. In the performance of this Agreement, IBA and Contractor acknowledge and agree that they are acting in an individual capacity and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of another for any purposes whatsoever. The parties will not assume liability for any injury, including death, to any person, or damage to any property arising out of the acts or omissions of the agents, employees, or subcontractors of the other party.

11. Compliance with Laws.

11.1 Non-Discrimination. Pursuant to Indiana Code § 22-9-1-10, Contractor and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment because of race, age, color, religion, sex, disability, national origin, ancestry, or status as a veteran. Contractor understands that the IHADA, and IBA as administrator, are recipients of federal funds. Pursuant to that understanding, Contractor and its subcontractors agree that if Contractor employs fifty (50) or more employees and does at least \$50,000 worth of business with the State of Indiana, and is not exempt, Contractor will comply with the affirmative action reporting requirements of 41 C.F.R. § 60-1.7. Breach of this covenant may be regarded as a material breach of contract. IHADA, IBA, Contractor and its subcontractors shall comply with Section 202 of Executive Order 11246, as amended, 41 C.F.R. § 60-250, and 41 C.F.R. § 60-741, as amended, which are incorporated herein by specific reference.

Contractor further agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), The Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), the Drug Abuse Prevention and Treatment Amendments of 1978 (21 U.S.C. § 1101 et seq.), the Public Health Service Act of 1944 (42 U.S.C. §§ 290dd through 290dd-2), 10 C.R.F., Part 1040, and all other non-discrimination regulations of the United States Government to ensure that no person shall, on the grounds of race, age, color, religion, sex, disability, national origin, ancestry, or status as a veteran, be excluded from participating in or denied the benefit of Services under this Agreement, or otherwise be subjected to discrimination under any program or activity for which Contractor or its subcontractors receive, directly or indirectly, federal or state financial assistance. Contractor agrees to immediately take measures to effectuate this provision.

Contractor agrees that any publicity release or other public reference, including media releases, informational pamphlets, etc., relative to the Services provided under this Agreement, will clearly state that all services are provided without regard to race, age, color, religion, sex, disability, national origin, ancestry, or status as a veteran.

11.2 Employment of Illegal Aliens. Unless specifically exempted, Contractor, on behalf of itself and its subcontractors, hereby certifies that it does not employ, contract with or use any unauthorized alien, pursuant to Indiana Code § 5-22-1.7.

11.3 Compliance with Indiana Secretary of State. Contractor shall comply with all laws governing entities doing business in the State of Indiana, including those found in Indiana Code Titles 23 and 24. Prior to contracting, owners of businesses doing business in this State, except sole proprietorships, must be registered and in good standing with the Indiana Secretary of State. Contractor affirms that if it is an entity described in Indiana Code Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

11.4 Toxic Substances Control Act. Contractor shall comply with applicable provisions of the Toxic Substances Control Act (15 U.S.C. § 2681 *et seq.*), and implementing regulations at 40 C.F.R. Part 745, and any other applicable regulations. Contractor agrees to utilize Lead-Safe Work Practices in any dwelling constructed prior to 1978. Failure to properly follow Lead-Safe Work Practices will result in termination of the Agreement and shall result in Contractor being responsible for all lead remediation and lead clearance expenses that may be incurred. Contractor agrees that it shall provide or confirm that all necessary disclosures are made to those receiving Services advising of lead hazards before work commences.

11.5 Workers Compensation and Unemployment Compensation. Contractor shall provide Workers' Compensation Insurance or supply a workers' compensation exemption certificate prior to the award of any contract. Contractor agrees to pay unemployment compensation as required by law.

11.6 Davis-Bacon Act Compliance. The Davis-Bacon Act and related acts (collectively, "Davis Bacon") require that laborers and mechanics employed directly on site of ARRA-assisted construction, alteration or repair activities, receive no less than the locally prevailing wages and fringe benefits. Such workers must be paid unconditionally on not less than a weekly basis. A copy of the wage determinations is attached hereto as *Exhibit D*. The wage determinations attached as *Exhibit D* issued by the United States Department of Labor are effective as of August 31, 2009 and expire on March 3, 2010. Contractor agrees to pay the prevailing wages established by the United States Department of Labor, which may change upon the expiration of the date set forth above or as may be amended from time to time.

All ARRA-funded construction, alteration or repair contracts totaling more than \$2,000 are subject to the Davis-Bacon requirements. Contractor must include the contract provisions in 29 C.F.R. 5.5 in any contracts entered into under this Agreement. A copy of 29 C.F.R. 5.5 is attached hereto as *Exhibit E*. Such provisions include, but are not limited to, the requirements of payment of minimum wages to all laborers and mechanics employed or working upon the site of the work, the right to withhold an amount from the contract as is necessary to pay laborers and mechanics the full wages due, the proper maintenance and submission of payroll records and the posting of prevailing wages and Davis-Bacon signage and posters. Contractor shall consult with the IHCDA Compliance Monitor to determine the applicability of Davis-Bacon requirements to the Project and for compliance assistance.

In addition to and in compliance with provisions set forth in 29 C.F.R. 5.5, Contractor shall submit weekly for each week in which any contract work is performed, a copy of all payrolls to IBA. Contractor shall submit payroll information to IBA using Form WH-347 and include all information required therein sending the original signed document to IBA at the address identified in Section 13.7

of this Agreement. Each payroll submitted by Contractor shall be accompanied by a "Statement of Compliance," signed by the Contractor or his or her agent who pays or supervises the payment of the persons employed under the contract and include the information required under 29 C.F.R. (a)(3)(ii)(B). A copy of Form WH-347 is attached hereto as *Exhibit F* and is available electronically at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site.

By executing this Agreement, Contractor certifies that it has read the provisions attached to this Agreement relating to Davis Bacon, fully understands the provisions set forth therein and agrees to comply with Davis Bacon.

Davis Bacon Act
29 C.F.R. 5.5

§ 5.5 Contract provisions and related matters.

[PUBLISHER'S NOTE: Paragraph (a)(1)(ii) was suspended indefinitely at 58 FR 58954, 58955, Nov. 5, 1993.]

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):

(1) Minimum wages. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each

classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably

anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The Indiana Builders Association shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Indiana Housing and Community Development Authority or the Department of Energy may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Indiana Builders Association if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Indiana Housing and Community Development Authority. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in

any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Indiana Housing and Community Development Authority if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

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

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 C.F.R. part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 C.F.R. part 5, and that such information is correct and complete;

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

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

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

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

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Indiana Housing and Community Development Authority, the Department of Energy or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

(4) Apprentices and trainees -- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. part 30.

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

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and such other clauses as the Department of Energy may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. 5.5.

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

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

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

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).

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

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

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

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

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

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Indiana Housing and Community Development Authority, the Department of Energy and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

11.7 State, Federal and Local Laws. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, administrative procedures and ordinances, including, without limitation, the ARRA, Davis-Bacon, and the Immigration and Nationality Act (8 U.S.C. § 1101 *et seq.*), and all provisions required thereby to be included herein are hereby incorporated by reference. Services on Projects shall also comply with federal and state statutes and regulations including 42 U.S.C. § 6861 *et seq.*; 45 C.F.R. Part 440 and 600; the requirements specified in the Office of Management and Budget (“OMB”) Circular A-110, now reported at 2 C.F.R. Part 215; the “Common Rule,” OMB Circular A-122, now reported at 2 C.F.R. Part 230, the ARRA, and all other applicable federal, state, and local laws, rules, regulations, administrative procedures, guides, manuals, program rules, regulations, and definitions, and any amendments thereto. Contractor specifically acknowledges that it must comply with all applicable federal, state, and local laws, rules, and regulations pertaining to wages, hours, conditions of employment and all health and safety standards.

The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the State of Indiana, IHCD and IBA to determine whether the provisions of this Agreement require formal modification.

11.8 State Ethics Laws. Contractor, its agents and subcontractors shall abide by all ethical requirements that apply to persons who have a business relationship with IHCD, as set forth in Indiana Code § 4-2-6 *et seq.*, Indiana Code § 4-2-7, *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If Contractor is not familiar with these ethical requirements, it should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>. If Contractor, its agents or subcontractors violate any applicable ethical standards, IBA may, at its sole discretion, terminate this Agreement. In addition, Contractor may be subject to penalties under Indiana Code §§ 4-2-6, 4-2-7, 4-2-6-12, and 35-44-1-3, as well as any other applicable laws.

11.9 Conflicts of Interest. Contractor acknowledges and agrees that no employee, agent, representative or subcontractor of Contractor who may be in a position to participate in the decision-making process of Contractor or its subcontractors, may derive an inappropriate personal or financial interest or benefit from any activity funded through this Agreement, either for itself or for those with whom it has family or business ties.

11.10 Program Rules and Regulations. In performing Services under this Agreement, Contractor shall comply with all rules, regulations and guidelines under the ARRA and HEC including, but not limited to the State Weatherization Plan as defined in Section 4.2, Weatherization Contractor Training Handbook, the WX Works!, the IHCD Request for Proposal dated March 23, 2009, the Home Energy Conservation Program Grant Award-Agreement Number: HEC-009-014 CFDA #81.042 between IBA and IHCD, and any other guides, manuals, program rules, regulations and definitions, and any notices, guidance, manuals, program rules or amendments thereto.

11.11 Lobbying Activities. Pursuant to 31 U.S.C. § 1352, and any regulations promulgated there under, including 10 C.F.R. Part 601, Contractor hereby assures that no federally appropriated funds have been paid, or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into

of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative Agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying." If Contractor is required to submit Standard Form-LLL, the form and instructions for preparation of the form may be obtained from IHCDA.

Contractor shall require that the language of the certification required under this section be included in the award documents for sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative Agreements) and that all sub-recipients shall certify and disclose accordingly.

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

11.12 Religious Activities. Contractor agrees that activities conducted with funding obtained through this Agreement shall be non-sectarian in nature and that religious activities shall not be included in any activities to be conducted hereunder.

11.13 Political Activities. Contractor certifies that the funding provided by IHCDA through this Agreement shall not be used to further any type of political or voter activity. Contractor further agrees to comply with applicable provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7326), which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

11.14 Drug-Free Workplace Certification. Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Contractor will give written notice to the IBA within ten (10) days after receiving actual notice that an employee has been convicted of a criminal drug violation occurring in Contractor's workplace.

A. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract or Agreement and/or debarment of Contractor from doing further business with IBA and IHCDA for a period of up to three (3) years.

B. In addition to the provisions of the above paragraphs in Section 11.14, if the total contract amount of Contractor's work is in excess of \$25,000, Contractor hereby further agrees that this Agreement is expressly subject to the terms, conditions and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated

authority, the Indiana Department of Administration is requiring the inclusion of this certification in all grants from the IHCDCA in excess of \$25,000.00. No award of a contract or grant shall be made, and no contract, purchase order, or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of this Agreement as part of the grant documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

(1) Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Establishing a drug-free awareness program to inform employees of (i) the dangers of drug abuse in the workplace; (ii) Contractor's policy of maintaining a drug-free workplace; (iii) any available drug counseling, rehabilitation, and employee assistance programs; and (iv) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace.

(3) Notifying all employees in the statement required by subparagraph (1) above that as a condition of continued employment the employee will (i) abide by the terms of the statement; and (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(4) Notifying in writing IBA, IHCDCA and Indiana Department of Administration within ten (10) days after receiving notice from an employee under subparagraph (3) above, or otherwise receiving actual notice of such conviction.

(5) Within 30 days after receiving notice of a conviction under subparagraph (3) above, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (i) take appropriate personnel action against the employee, up to and including termination; or (ii) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purpose by a federal, state, or local health, law enforcement, or other appropriate agency.

(6) Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (1) through (5) above.

12. Mechanic's Liens. Contractor agrees to waive any right that it may have to assert a mechanic's or other lien against the property where Services are being provided and/or improvements are performed. Waiver of Contractor's right shall include, but not be limited to the work itself and/or any materials provided. Contractor shall cause a similar provision, waiving any right to a mechanic's or other lien against the property, to be included in all contracts with material providers, with Contractor's subcontractors, and any second-tier contractors and below.

13. Miscellaneous.

13.1 Entire Agreement. This Agreement constitutes the entire agreement between IBA and Contractor with respect to the subject matter hereof and there are no representations, understandings, or agreements that are not fully expressed in this Agreement.

13.2 Modification of Agreement. The parties acknowledge that this Agreement is subject to modification by mutual agreement of the parties. Such modifications, if any, shall be set forth in writing and shall become a part of this Agreement upon execution by the parties. Such modifications shall also be subject to review upon any subsequent renewal of this Agreement; however, nothing in this Agreement shall be construed as a commitment to execute future agreements with Contractor or to extend this Agreement in any way.

13.3 Remedies Not Impaired/Waiver. No delay or omission by IBA in exercising any right or remedy available under this Agreement shall impair any such right or remedy, or constitute a waiver of any default or any acquiescence thereto. No right conferred under this Agreement shall be deemed waived, and no breach of this Agreement excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

13.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana without regard to its conflict of laws provisions, and suit, if any, must be brought in the State of Indiana. Each party hereby submits itself for the sole purpose of this Agreement and any controversy arising hereunder to the exclusive jurisdiction of the federal or state courts located in the State of Indiana serving the county of Marion, and any courts of appeal therefrom, and waives any objection (on the grounds of lack of jurisdiction, or forum not convenient or otherwise) to the exercise of such jurisdiction over it by any such courts.

13.5 Severability. The invalidity of any section, subsection, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of the Agreement.

13.6 Assignment. Contractor acknowledges that the Services to be rendered by it are unique and personal. Accordingly, Contractor may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the IBA. This Agreement shall inure to the benefit of the IBA and to the IBA's successors, assigns or affiliates.

13.7 Notice. Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given (a) if by hand delivery, upon receipt thereof, (b) if by mail, five business days after deposit in the United States mail, postage prepaid, certified mail, return receipt requested, (c) if by facsimile transmission, upon electronic confirmation thereof, or (d) if by

next day delivery services, upon such delivery. All notices shall be addressed as follows (or to such other addresses as either party may in the future specify in writing to the other):

If to the IBA: Indiana Builders Association
101 West Ohio Street, Suite 1111
Indianapolis, IN 46204

If to Contractor: _____

13.8 Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute the entire agreement between the parties hereto.

13.9 Survival. All provisions of this Agreement relating to warranties and indemnification obligations shall survive the termination or expiration of this Agreement.

13.10 Authority to Bind. The signatory for the Contractor represents that she/he has been duly authorized to execute this Agreement on its behalf.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

INDIANA BUILDERS ASSOCIATION

By: _____

Name: _____

Title: _____

CONTRACTOR

By: _____

Name: _____

Title: _____

Index of Exhibits to Contractor Agreement

Exhibit A	Home Energy Conservation Program Work Orders
Exhibit B	Home Energy Conservation Program Client Consent Form
Exhibit C	Non-Disclosure and Confidentiality Agreement
Exhibit D	Home Energy Conservation Program Wage Determinations
Exhibit E	Davis Bacon Act Section 5.5
Exhibit F	U.S. Wage and Hour Division Payroll for WH-347

EXHIBIT A

IBA Home Energy Conservation Program Site Built Work Order

Client Name: _____ Client/Job Application ID: _____
 Client Address: _____ Auditor: _____
 County: _____ Date: _____

Due to prevailing wage determination variations throughout the state, the following install pricing applies.
 Install Cost "A" Counties: Deatur, Dekalb, Jackson, LaGrange, LaPorte, Noble, Steuben.
 Install Cost "B" Counties: Blackford, Carroll, Fayette, Fulton, Hanock, Huntington, Jasper, Madison, Marshall, Newton, Parke, Pulaski, Starke, Wabash, Wayne, Wells, White.
 Install Cost "C" Counties: Boone, Cass, Delaware, Hamilton, Hendricks, Howard, Marion, Montgomery, Owen, Posey, Tipton, Vanderburgh, Vermillion, Vigo.

Health & Safety (combustion appliance replace/repair, general health and safety):

- Install wood/metal bi-fold door Quantity Material Cost \$70.00
 Install Cost "A" \$100.00 Install Cost "B" \$115.00 Install Cost "C" \$130.00
 Location _____ Materials/Brand _____

- Install louvered interior door Quantity Material Cost \$70.00
 Install Cost "A" \$100.00 Install Cost "B" \$115.00 Install Cost "C" \$130.00
 Location _____ Materials/Brand _____

- Install window a/c brackets (pair) Quantity Material Cost \$25.00
 Install Cost "A" \$18.00 Install Cost "B" \$25.00 Install Cost "C" \$30.00
 Location _____ Materials/Brand _____

- Replace wall, floor, ceiling register(s) Quantity Material Cost \$12.00
 Install Cost "A" \$6.00 Install Cost "B" \$7.00 Install Cost "C" \$8.00
 Location _____ Materials/Brand _____

- Replace 30" range hood vented outside Quantity Material Cost \$110.00
 Install Cost "A" \$140.00 Install Cost "B" \$160.00 Install Cost "C" \$180.00
 Location _____ Materials/Brand _____

- Replace bath fan & vent outside 70 cfm Quantity Material Cost \$100.00
 Install Cost "A" \$80.00 Install Cost "B" \$100.00 Install Cost "C" \$110.00
 Location _____ Materials/Brand _____

- Replace bath fan/light & vent outside 70 cfm Quantity Material Cost \$110.00
 Install Cost "A" \$85.00 Install Cost "B" \$105.00 Install Cost "C" \$115.00
 Location _____ Materials/Brand _____

- Replace bath fan & vent outside 100 cfm Quantity Material Cost \$125.00
 Install Cost "A" \$80.00 Install Cost "B" \$100.00 Install Cost "C" \$110.00
 Location _____ Materials/Brand _____

- Replace bath fan/light & vent outside 100 cfm Quantity Material Cost \$140.00
 Install Cost "A" \$85.00 Install Cost "B" \$105.00 Install Cost "C" \$115.00
 Location _____ Materials/Brand _____

**Price to be determined pursuant to central purchasing system as set forth in section 3.8 of this agreement and the IHCDA contract with IBA.*

Install chimney cap / birdscreen Quantity Material Cost \$50.00
Install Cost "A" \$30.00 Install Cost "B" \$35.00 Install Cost "C" \$40.00
Location _____ Materials/Brand _____

Replace Furnace Quantity Material Cost \$TBD*
Install Cost "A" \$1,350.00 Install Cost "B" \$1,500.00 Install Cost "C" \$1,650.00
Location _____ Materials/Brand _____

Repair Gas Appliance Vent Quantity Material Cost \$6.00
Install Cost "A" \$30.00 Install Cost "B" \$33.00 Install Cost "C" \$35.00
Location _____ Materials/Brand _____

Replace Gas Appliance Vent Quantity Material Cost \$20.00
Install Cost "A" \$35.00 Install Cost "B" \$38.00 Install Cost "C" \$42.00
Location _____ Materials/Brand _____

Install Flue Liner / In. ft. Quantity Material Cost \$20.00
Install Cost "A" \$15.00 Install Cost "B" \$20.00 Install Cost "C" \$25.00
Location _____ Materials/Brand _____

Install New Metal Duct Run/In.ft. Quantity Material Cost \$5.50
Install Cost "A" \$5.00 Install Cost "B" \$6.00 Install Cost "C" \$7.00
Location _____ Materials/Brand _____

Install New Flex Duct Run/In. ft. Quantity Material Cost \$3.00
Install Cost "A" \$3.00 Install Cost "B" \$4.00 Install Cost "C" \$5.00
Location _____ Materials/Brand _____

General Heat Waste - Blower Door Directed Air Sealing (major air leaks, bypasses, ducts)

Install silicone bulb weather stripping/In.ft. Quantity Material Cost \$2.00
Install Cost "A" \$2.00 Install Cost "B" \$2.25 Install Cost "C" \$2.50
Location _____ Materials/Brand _____

Install door sweep Quantity Material Cost \$10.00
Install Cost "A" \$9.00 Install Cost "B" \$10.50 Install Cost "C" \$12.00
Location _____ Materials/Brand _____

Install door sill/threshold Quantity Material Cost \$22.00
Install Cost "A" \$30.00 Install Cost "B" \$35.00 Install Cost "C" \$40.00
Location _____ Materials/Brand _____

Install 1 part foam / In. ft. Quantity Material Cost \$0.50
Install Cost "A" \$2.00 Install Cost "B" \$2.25 Install Cost "C" \$2.50
Location _____ Materials/Brand _____

Install plexiglass / In. in. Quantity Material Cost \$0.40
Install Cost "A" \$1.10 Install Cost "B" \$1.20 Install Cost "C" \$1.30
Location _____ Materials/Brand _____

*Price to be determined pursuant to central purchasing system as set forth in section 3.8 of this agreement and the IHCDA contract with IBA.

- Replace double strength glass / ln. ft. Quantity Material Cost \$0.80
 Install Cost "A" \$1.10 Install Cost "B" \$1.20 Install Cost "C" \$1.30
 Location Materials/Brand
- Seal around a/c window unit (caulk, plywood, insulation) Quantity Material Cost \$20.00
 Install Cost "A" \$25.00 Install Cost "B" \$30.00 Install Cost "C" \$35.00
 Location Materials/Brand
- Seal window (drywall, plywood, insulation) Quantity Material Cost \$40.00
 Install Cost "A" \$50.00 Install Cost "B" \$60.00 Install Cost "C" \$70.00
 Location Materials/Brand
- Seal basement window (plywood, caulk) Quantity Material Cost \$25.00
 Install Cost "A" \$20.00 Install Cost "B" \$25.00 Install Cost "C" \$30.00
 Location Materials/Brand
- Box in pull down stairs (framing, plywood, bb, ect.) Quantity Material Cost \$55.00
 Install Cost "A" \$60.00 Install Cost "B" \$70.00 Install Cost "C" \$80.00
 Location Materials/Brand
- Box in w/house fan (frame, ply, bb, caulk, ect.) Quantity Material Cost \$55.00
 Install Cost "A" \$60.00 Install Cost "B" \$70.00 Install Cost "C" \$80.00
 Location Materials/Brand
- Air seal w/house fan (reflectix, fanfold, ect.) Quantity Material Cost \$40.00
 Install Cost "A" \$30.00 Install Cost "B" \$40.00 Install Cost "C" \$50.00
 Location Materials/Brand
- Box in can lights 15" x 16" x 24" Quantity Material Cost \$15.00
 Install Cost "A" \$15.00 Install Cost "B" \$20.00 Install Cost "C" \$25.00
 Location Materials/Brand
- Mastic ductwork / hour Quantity Material Cost \$20.00
 Install Cost "A" \$30.00 Install Cost "B" \$35.00 Install Cost "C" \$45.00
 Location Materials/Brand
- Install new metal duct run/ln.ft. Quantity Material Cost \$5.50
 Install Cost "A" \$5.00 Install Cost "B" \$6.00 Install Cost "C" \$7.00
 Location Materials/Brand
- Replace existing metal duct run/ln.ft. Quantity Material Cost \$5.50
 Install Cost "A" \$5.00 Install Cost "B" \$6.00 Install Cost "C" \$7.00
 Location Materials/Brand
- Install new flex duct run/ln.ft. Quantity Material Cost \$3.00
 Install Cost "A" \$3.00 Install Cost "B" \$4.00 Install Cost "C" \$5.00
 Location Materials/Brand

**Price to be determined pursuant to central purchasing system as set forth in section 3.8 of this agreement and the IHCDA contract with IBA.*

Replace existing flex duct run/ln.ft. Quantity Material Cost \$3.00
Install Cost "A" \$6.00 Install Cost "B" \$7.00 Install Cost "C" \$8.00
Location _____ Materials/Brand _____

Duct pan testing / hour Quantity Material Cost \$0.00
Install Cost "A" \$20.00 Install Cost "B" \$25.00 Install Cost "C" \$30.00
Location _____ Materials/Brand _____

Daily Safety Test Out-Shell Quantity Material Cost \$0.00
Install Cost "A" \$20.00 Install Cost "B" \$25.00 Install Cost "C" \$30.00
Location _____ Materials/Brand _____

Daily Safety Test Out-HVAC Quantity Material Cost \$0.00
Install Cost "A" \$20.00 Install Cost "B" \$25.00 Install Cost "C" \$30.00
Location _____ Materials/Brand _____

Daily Safety Test Out-Plumbing Quantity Material Cost \$0.00
Install Cost "A" \$20.00 Install Cost "B" \$25.00 Install Cost "C" \$30.00
Location _____ Materials/Brand _____

Daily Safety Test Out-Other Quantity Material Cost \$0.00
Install Cost "A" \$20.00 Install Cost "B" \$25.00 Install Cost "C" \$30.00
Location _____ Materials/Brand _____

Air sealing / hour Quantity Material Cost \$15.00
Install Cost "A" \$35.00 Install Cost "B" \$40.00 Install Cost "C" \$45.00
Location _____ Materials/Brand _____

General Heat Waste - Water Heater System Treatment

Install Water Heater Quantity Material Cost \$TBD*
Install Cost "A" \$360.00 Install Cost "B" \$400.00 Install Cost "C" \$440.00
Location _____ Materials/Brand _____

Water Pipe Insulation/ln. ft. Quantity Material Cost \$1.00
Install Cost "A" \$1.50 Install Cost "B" \$1.70 Install Cost "C" \$1.90
Location _____ Materials/Brand _____

Install Low Flow Shower Heads Quantity Material Cost \$10.00
Install Cost "A" \$10.00 Install Cost "B" \$12.50 Install Cost "C" \$15.00
Location _____ Materials/Brand _____

Install Faucet Aerators Quantity Material Cost \$6.00
Install Cost "A" \$3.00 Install Cost "B" \$3.50 Install Cost "C" \$4.00
Location _____ Materials/Brand _____

Install Water Heater Blanket Quantity Material Cost \$25.00
Install Cost "A" \$10.00 Install Cost "B" \$15.00 Install Cost "C" \$20.00
Location _____ Materials/Brand _____

**Price to be determined pursuant to central purchasing system as set forth in section 3.8 of this agreement and the IHCDA contract with IBA.*

Install Temp. & Pressure Relief Valve/Extension Tube Quantity Material Cost \$20.00
Install Cost "A" \$25.00 Install Cost "B" \$35.00 Install Cost "C" \$45.00
Location Materials/Brand

General Heat Waste - Furnace Tune Up

Replace Air Filter(s) Quantity Material Cost \$6.50
Install Cost "A" \$7.00 Install Cost "B" \$8.50 Install Cost "C" \$10.00
Location Materials/Brand

Clean Burners Quantity Material Cost \$10.00
Install Cost "A" \$35.00 Install Cost "B" \$40.00 Install Cost "C" \$45.00
Location Materials/Brand

Clean A Coil Quantity Material Cost \$10.00
Install Cost "A" \$45.00 Install Cost "B" \$50.00 Install Cost "C" \$55.00
Location Materials/Brand

Pull and Clean Blower Quantity Material Cost \$10.00
Install Cost "A" \$40.00 Install Cost "B" \$45.00 Install Cost "C" \$50.00
Location Materials/Brand

Inspect Heat Exchanger Quantity Material Cost \$0.00
Install Cost "A" \$20.00 Install Cost "B" \$25.00 Install Cost "C" \$30.00
Location Materials/Brand

Provide Combustion/Ventilation Air-Grill Quantity Material Cost \$20.00
Install Cost "A" \$55.00 Install Cost "B" \$65.00 Install Cost "C" \$75.00
Location Materials/Brand

Provide Combustion/Ventilation Air-Mechanical (Fan) Quantity Material Cost \$110.00
Install Cost "A" \$90.00 Install Cost "B" \$100.00 Install Cost "C" \$110.00
Location Materials/Brand

Provide Combustion/Ventilation Air-Pipe Quantity Material Cost \$20.00
Install Cost "A" \$45.00 Install Cost "B" \$55.00 Install Cost "C" \$65.00
Location Materials/Brand

Oxygen (O2) Test Quantity Material Cost \$0.00
Install Cost "A" \$20.00 Install Cost "B" \$25.00 Install Cost "C" \$30.00
Location Materials/Brand

Carbon Monoxide Test Quantity Material Cost \$0.00
Install Cost "A" \$20.00 Install Cost "B" \$25.00 Install Cost "C" \$30.00
Location Materials/Brand

**Price to be determined pursuant to central purchasing system as set forth in section 3.8 of this agreement and the IHCDA contract with IBA.*

General Heat Waste - Lighting

Compact Florescent Light Bulbs Quantity Material Cost \$2.75
Install Cost "A" \$1.50 Install Cost "B" \$1.75 Install Cost "C" \$2.00
Location _____ Materials/Brand _____

Insulate Un-insulated Ceilings (to R-38):

Add cellulose R-13 in attic / sq. ft. Quantity Material Cost \$TBD*
Install Cost "A" \$0.50 Install Cost "B" \$0.52 Install Cost "C" \$0.54
Location _____ Materials/Brand _____

Add cellulose R-22 in attic / sq. ft. Quantity Material Cost \$TBD*
Install Cost "A" \$0.60 Install Cost "B" \$0.62 Install Cost "C" \$0.64
Location _____ Materials/Brand _____

Add cellulose R-32 in attic / sq. ft. Quantity Material Cost \$TBD*
Install Cost "A" \$0.70 Install Cost "B" \$0.72 Install Cost "C" \$0.74
Location _____ Materials/Brand _____

Add cellulose R-38 in attic / sq. ft. Quantity Material Cost \$TBD*
Install Cost "A" \$0.80 Install Cost "B" \$0.82 Install Cost "C" \$0.84
Location _____ Materials/Brand _____

Dense pack under attic floor / sq. ft. Quantity Material Cost \$TBD*
Install Cost "A" \$0.95 Install Cost "B" \$1.00 Install Cost "C" \$1.05
Location _____ Materials/Brand _____

Insulate access lid to at least R20 / 2" foamboard/wx stripping/ caulk Quantity Material Cost \$30.00
Install Cost "A" \$35.00 Install Cost "B" \$40.00 Install Cost "C" \$45.00
Location _____ Materials/Brand _____

Insulate access lid to at least R20 / 2" foamboard/build up Quantity Material Cost \$25.00
Install Cost "A" \$30.00 Install Cost "B" \$35.00 Install Cost "C" \$40.00
Location _____ Materials/Brand _____

Insulate Ducts Outside the Thermal Boundary:

2 part closed cell foam to 1 1/2" round metal ducts / ln. ft. Quantity Material Cost \$2.25
Install Cost "A" \$2.50 Install Cost "B" \$3.00 Install Cost "C" \$3.50
Location _____ Materials/Brand _____

2 part closed cell foam to 1 1/2" rectangular duct / sq. ft. Quantity Material Cost \$2.75
Install Cost "A" \$2.50 Install Cost "B" \$3.00 Install Cost "C" \$3.50
Location _____ Materials/Brand _____

Insulate Un-insulated Walls (to R-15):

Install webbing dense pack cellulose / sq. ft. Quantity Material Cost \$TBD*
Install Cost "A" \$1.10 Install Cost "B" \$1.25 Install Cost "C" \$1.40
Location _____ Materials/Brand _____

**Price to be determined pursuant to central purchasing system as set forth in section 3.8 of this agreement and the IHCDA contract with IBA.*

Install celotex dense pack cellulose / sq. ft. Quantity Material Cost \$TBD*
Install Cost "A" \$1.35 Install Cost "B" \$1.45 Install Cost "C" \$1.55
Location Materials/Brand

Dense pack, block off & airseal risers/sq.ft. Quantity Material Cost \$TBD*
Install Cost "A" \$1.40 Install Cost "B" \$1.50 Install Cost "C" \$1.60
Location Materials/Brand

Dense pack, block off & airseal roof joists above knee walls / sq. ft. Quantity Material Cost \$TBD*
Install Cost "A" \$1.00 Install Cost "B" \$1.05 Install Cost "C" \$1.10
Location Materials/Brand

Block off & airseal (under kwall between attic/fj) /sq. ft. Quantity Material Cost \$2.00
Install Cost "A" \$2.50 Install Cost "B" \$3.00 Install Cost "C" \$3.50
Location Materials/Brand

Airseal bulkheads / sq. ft. Quantity Material Cost \$1.10
Install Cost "A" \$2.00 Install Cost "B" \$2.50 Install Cost "C" \$3.00
Location Materials/Brand

Install high density cellulose 1st story / sq. ft. Quantity Material Cost \$TBD*
Install Cost "A" \$0.87 Install Cost "B" \$0.95 Install Cost "C" \$1.00
Location Materials/Brand

Install high density cellulose 2nd story / sq. ft. Quantity Material Cost \$TBD*
Install Cost "A" \$0.97 Install Cost "B" \$1.05 Install Cost "C" \$1.13
Location Materials/Brand

Remove aluminum/wood siding and dense pack 1st story / sq. ft. Quantity Material Cost \$TBD*
Install Cost "A" \$1.10 Install Cost "B" \$1.18 Install Cost "C" \$1.25
Location Materials/Brand

Remove aluminum/wood siding and dense pack 2nd story / sq. ft. Quantity Material Cost \$TBD*
Install Cost "A" \$1.15 Install Cost "B" \$1.25 Install Cost "C" \$1.32
Location Materials/Brand

Drill and blow cellulose (1" under/above windows & doors) / sq. ft. Quantity Material Cost \$TBD*
Install Cost "A" \$0.80 Install Cost "B" \$0.90 Install Cost "C" \$1.00
Location Materials/Brand

Fiberglass batt & cdx under bay/bow window / sq. ft. Quantity Material Cost \$TBD*
Install Cost "A" \$0.75 Install Cost "B" \$0.85 Install Cost "C" \$0.95
Location Materials/Brand

Insulate Partially Insulated Ceilings (with R-19 or less to R-38):

Add cellulose R-13 in attic / sq. ft. Quantity Material Cost \$TBD*
Install Cost "A" \$0.50 Install Cost "B" \$0.52 Install Cost "C" \$0.54
Location Materials/Brand

**Price to be determined pursuant to central purchasing system as set forth in section 3.8 of this agreement and the IHCDA contract with IBA.*

Add cellulose R-22 in attic / sq. ft. Quantity Material Cost \$TBD*
Install Cost "A" \$0.60 Install Cost "B" \$0.62 Install Cost "C" \$0.64
Location _____ Materials/Brand _____

Add cellulose R-32 in attic / sq. ft. Quantity Material Cost \$TBD*
Install Cost "A" \$0.70 Install Cost "B" \$0.72 Install Cost "C" \$0.74
Location _____ Materials/Brand _____

Dense pack under attic floor / sq. ft. Quantity Material Cost \$TBD*
Install Cost "A" \$0.95 Install Cost "B" \$1.00 Install Cost "C" \$1.05
Location _____ Materials/Brand _____

Insulate Box Sills (to R-19):

Caulk/Install R-19 fiberglass in band joist/ln.ft. Quantity Material Cost \$TBD*
Install Cost "A" \$1.00 Install Cost "B" \$1.25 Install Cost "C" \$1.50
Location _____ Materials/Brand _____

Insulate Foundation and Insulate Ducts:

Seal coal chute/plywood/2" foam board/caulk Quantity Material Cost \$20.00
Install Cost "A" \$25.00 Install Cost "B" \$35.00 Install Cost "C" \$45.00
Location _____ Materials/Brand _____

Insulate band joist / 2 part foam 1 1/2" / ln. ft. Quantity Material Cost \$1.50
Install Cost "A" \$1.25 Install Cost "B" \$1.30 Install Cost "C" \$1.40
Location _____ Materials/Brand _____

Insulate band joist / 2 part foam 3" / ln. ft. Quantity Material Cost \$3.00
Install Cost "A" \$1.75 Install Cost "B" \$1.85 Install Cost "C" \$1.95
Location _____ Materials/Brand _____

2 part foam foundation wall 1 1/2" / sq. ft. Quantity Material Cost \$1.50
Install Cost "A" \$1.25 Install Cost "B" \$1.30 Install Cost "C" \$1.40
Location _____ Materials/Brand _____

Seal crawl vents / 2" foamboard Quantity Material Cost \$5.00
Install Cost "A" \$8.00 Install Cost "B" \$9.50 Install Cost "C" \$11.00
Location _____ Materials/Brand _____

Seal crawl vents / treated wood (each) Quantity Material Cost \$10.00
Install Cost "A" \$12.00 Install Cost "B" \$14.00 Install Cost "C" \$16.00
Location _____ Materials/Brand _____

Align/reverse insulation / sq. ft. Quantity Material Cost \$0.00
Install Cost "A" \$0.50 Install Cost "B" \$0.60 Install Cost "C" \$0.70
Location _____ Materials/Brand _____

**Price to be determined pursuant to central purchasing system as set forth in section 3.8 of this agreement and the IHCDA contract with IBA.*

Insulate crawl door / 2" foamboard Quantity Material Cost \$7.50
Install Cost "A" \$13.00 Install Cost "B" \$15.00 Install Cost "C" \$16.50
Location _____ Materials/Brand _____

Other: (Necessary repairs, misc.)

Install roof vents Quantity Material Cost \$20.00
Install Cost "A" \$30.00 Install Cost "B" \$40.00 Install Cost "C" \$50.00
Location _____ Materials/Brand _____

Access soffit vents Quantity Material Cost \$7.50
Install Cost "A" \$15.00 Install Cost "B" \$20.00 Install Cost "C" \$25.00
Location _____ Materials/Brand _____

Install baffles/stop in attic Quantity Material Cost \$2.00
Install Cost "A" \$2.00 Install Cost "B" \$2.50 Install Cost "C" \$3.00
Location _____ Materials/Brand _____

Install junction box Quantity Material Cost \$12.00
Install Cost "A" \$18.00 Install Cost "B" \$22.00 Install Cost "C" \$26.00
Location _____ Materials/Brand _____

Silicone around boots Quantity Material Cost \$2.00
Install Cost "A" \$5.00 Install Cost "B" \$6.50 Install Cost "C" \$7.50
Location _____ Materials/Brand _____

Tighten and straighten flex runs / ln. ft. Quantity Material Cost \$0.00
Install Cost "A" \$2.50 Install Cost "B" \$3.00 Install Cost "C" \$3.50
Location _____ Materials/Brand _____

Thermally align fiberglass batt / sq. ft. Quantity Material Cost \$0.00
Install Cost "A" \$0.50 Install Cost "B" \$0.60 Install Cost "C" \$0.70
Location _____ Materials/Brand _____

Remove and dispose of old fiberglass/sq.ft. Quantity Material Cost \$0.00
Install Cost "A" \$0.35 Install Cost "B" \$0.40 Install Cost "C" \$0.45
Location _____ Materials/Brand _____

Build up attic hatch Quantity Material Cost \$25.00
Install Cost "A" \$25.00 Install Cost "B" \$30.00 Install Cost "C" \$35.00
Location _____ Materials/Brand _____

Vent bath fan / hard pipe to outside Quantity Material Cost \$50.00
Install Cost "A" \$60.00 Install Cost "B" \$70.00 Install Cost "C" \$80.00
Location _____ Materials/Brand _____

Install crawl access door (treated wood/ 2" foamboard) Quantity Material Cost \$35.00
Install Cost "A" \$35.00 Install Cost "B" \$45.00 Install Cost "C" \$50.00
Location _____ Materials/Brand _____

**Price to be determined pursuant to central purchasing system as set forth in section 3.8 of this agreement and the IHCDA contract with IBA.*

- Patch foundation / sq. ft. Quantity Material Cost \$1.00
 Install Cost "A" \$5.00 Install Cost "B" \$6.00 Install Cost "C" \$7.00
 Location Materials/Brand
- Install dryer vent rigid / ln. ft. Quantity Material Cost \$4.00
 Install Cost "A" \$3.00 Install Cost "B" \$3.50 Install Cost "C" \$4.00
 Location Materials/Brand
- Install dryer vent flexible / ln. ft. Quantity Material Cost \$2.50
 Install Cost "A" \$2.00 Install Cost "B" \$2.50 Install Cost "C" \$3.00
 Location Materials/Brand
- Replace existing dryer vent rigid / ln. ft. Quantity Material Cost \$4.00
 Install Cost "A" \$4.00 Install Cost "B" \$5.00 Install Cost "C" \$6.00
 Location Materials/Brand
- Replace existing dryer vent flexible / ln. ft. Quantity Material Cost \$1.50
 Install Cost "A" \$3.00 Install Cost "B" \$4.00 Install Cost "C" \$5.00
 Location Materials/Brand
- Install 10 m visqueen / sq. ft. Quantity Material Cost \$0.14
 Install Cost "A" \$0.18 Install Cost "B" \$0.20 Install Cost "C" \$0.22
 Location Materials/Brand
- Reconnect round duct / 3 screws or ties Quantity Material Cost \$3.00
 Install Cost "A" \$15.00 Install Cost "B" \$20.00 Install Cost "C" \$25.00
 Location Materials/Brand
- Install gable access min. 18" x 24" Quantity Material Cost \$40.00
 Install Cost "A" \$50.00 Install Cost "B" \$60.00 Install Cost "C" \$70.00
 Location Materials/Brand
- Install 6" continuous gutter / ln. ft. Quantity Material Cost \$2.50
 Install Cost "A" \$4.00 Install Cost "B" \$4.50 Install Cost "C" \$5.00
 Location Materials/Brand
- Install 5" continuous gutter / ln. ft. Quantity Material Cost \$2.00
 Install Cost "A" \$4.00 Install Cost "B" \$4.50 Install Cost "C" \$5.00
 Location Materials/Brand
- Install downspout / ln. ft. Quantity Material Cost \$1.25
 Install Cost "A" \$2.75 Install Cost "B" \$3.00 Install Cost "C" \$3.25
 Location Materials/Brand
- Install drywall / sheet Quantity Material Cost \$20.00
 Install Cost "A" \$35.00 Install Cost "B" \$45.00 Install Cost "C" \$50.00
 Location Materials/Brand

**Price to be determined pursuant to central purchasing system as set forth in section 3.8 of this agreement and the IHCDA contract with IBA.*

Patch plaster / sq. ft. Quantity Material Cost \$2.00
Install Cost "A" \$6.00 Install Cost "B" \$7.00 Install Cost "C" \$8.00
Location _____ Materials/Brand _____

Install outlet or switch covers (every one must be covered) Quantity Material Cost \$1.25
Install Cost "A" \$2.00 Install Cost "B" \$2.25 Install Cost "C" \$2.50
Location _____ Materials/Brand _____

Install vents for combustion air Quantity Material Cost \$30.00
Install Cost "A" \$30.00 Install Cost "B" \$40.00 Install Cost "C" \$50.00
Location _____ Materials/Brand _____

Install combustion air / hour Quantity Material Cost \$45.00
Install Cost "A" \$45.00 Install Cost "B" \$50.00 Install Cost "C" \$60.00
Location _____ Materials/Brand _____

Patch roof (site built) / sq. ft. Quantity Material Cost \$7.50
Install Cost "A" \$7.00 Install Cost "B" \$9.00 Install Cost "C" \$11.00
Location _____ Materials/Brand _____

Install hook and eye (door or window) Quantity Material Cost \$5.00
Install Cost "A" \$3.00 Install Cost "B" \$4.00 Install Cost "C" \$5.00
Location _____ Materials/Brand _____

Install barrel bolt Quantity Material Cost \$6.00
Install Cost "A" \$3.00 Install Cost "B" \$4.00 Install Cost "C" \$5.00
Location _____ Materials/Brand _____

Replace missing dead bolt Quantity Material Cost \$12.00
Install Cost "A" \$10.00 Install Cost "B" \$12.00 Install Cost "C" \$14.00
Location _____ Materials/Brand _____

Lead safe work practices-Shell (inside)/sq.ft. Quantity Material Cost \$1.00
Install Cost "A" \$1.50 Install Cost "B" \$1.60 Install Cost "C" \$1.65
Location _____ Materials/Brand _____

Lead safe work practices-Shell (outside)/ln.ft. Quantity Material Cost \$3.00
Install Cost "A" \$1.50 Install Cost "B" \$1.60 Install Cost "C" \$1.65
Location _____ Materials/Brand _____

Lead safe work practices-HVAC (inside)/sq.ft. Quantity Material Cost \$1.00
Install Cost "A" \$1.50 Install Cost "B" \$1.60 Install Cost "C" \$1.65
Location _____ Materials/Brand _____

Lead safe work practices-HVAC(outside)/ln.ft. Quantity Material Cost \$3.00
Install Cost "A" \$1.50 Install Cost "B" \$1.60 Install Cost "C" \$1.65
Location _____ Materials/Brand _____

**Price to be determined pursuant to central purchasing system as set forth in section 3.8 of this agreement and the IHCDA contract with IBA.*

Lead safe work practices-Plmb. (inside)/sq.ft. Quantity Material Cost \$1.00
Install Cost "A" \$1.50 Install Cost "B" \$1.60 Install Cost "C" \$1.65
Location _____ Materials/Brand _____

Lead safe work practices-Plmb. (outside)/ln.ft. Quantity Material Cost \$3.00
Install Cost "A" \$1.50 Install Cost "B" \$1.60 Install Cost "C" \$1.65
Location _____ Materials/Brand _____

Lead safe work practices-Other (inside)/sq.ft. Quantity Material Cost \$1.00
Install Cost "A" \$1.50 Install Cost "B" \$1.60 Install Cost "C" \$1.65
Location _____ Materials/Brand _____

Lead safe work practices-Other (outside)/ln.ft. Quantity Material Cost \$3.00
Install Cost "A" \$1.50 Install Cost "B" \$1.60 Install Cost "C" \$1.65
Location _____ Materials/Brand _____

Daily Safety Test Out-Shell Quantity Material Cost \$0.00
Install Cost "A" \$20.00 Install Cost "B" \$25.00 Install Cost "C" \$30.00
Location _____ Materials/Brand _____

Daily Safety Test Out-HVAC Quantity Material Cost \$0.00
Install Cost "A" \$20.00 Install Cost "B" \$25.00 Install Cost "C" \$30.00
Location _____ Materials/Brand _____

Daily Safety Test Out-Plumbing Quantity Material Cost \$0.00
Install Cost "A" \$20.00 Install Cost "B" \$25.00 Install Cost "C" \$30.00
Location _____ Materials/Brand _____

Daily Safety Test Out-Other Quantity Material Cost \$0.00
Install Cost "A" \$20.00 Install Cost "B" \$25.00 Install Cost "C" \$30.00
Location _____ Materials/Brand _____

Minor Air Sealing: (Perform CFM50 and MVR test on each to determine if cost effective)

Install silicone bulb weather stripping CFM50 _____ Quantity Material Cost \$15.00
Install Cost "A" \$10.00 Install Cost "B" \$12.50 Install Cost "C" \$15.00
Location _____ Materials/Brand _____

Install door sweep CFM50 _____ Quantity Material Cost \$10.00
Install Cost "A" \$9.00 Install Cost "B" \$10.50 Install Cost "C" \$12.00
Location _____ Materials/Brand _____

Install door sill/threshold CFM50 _____ Quantity Material Cost \$22.00
Install Cost "A" \$30.00 Install Cost "B" \$35.00 Install Cost "C" \$40.00
Location _____ Materials/Brand _____

Install plexiglass / ln. in. CFM50 _____ Quantity Material Cost \$0.40
Install Cost "A" \$1.10 Install Cost "B" \$1.20 Install Cost "C" \$1.30
Location _____ Materials/Brand _____

**Price to be determined pursuant to central purchasing system as set forth in section 3.8 of this agreement and the IHCDA contract with IBA.*

Replace double strength glass / ln.ft. CFM50 _____ Quantity Material Cost \$0.80
Install Cost "A" \$1.10 Install Cost "B" \$1.20 Install Cost "C" \$1.30
Location _____ Materials/Brand _____

Seal a/c window unit (caulk, plywood, ins.) CFM50 _____ Quantity Material Cost \$20.00
Install Cost "A" \$25.00 Install Cost "B" \$30.00 Install Cost "C" \$35.00
Location _____ Materials/Brand _____

Box in pull down stairs (framing, plywood, bb) CFM50 _____ Quantity Material Cost \$55.00
Install Cost "A" \$60.00 Install Cost "B" \$70.00 Install Cost "C" \$80.00
Location _____ Materials/Brand _____

Box in w/house fan (frame, ply, bb, caulk) CFM50 _____ Quantity Material Cost \$55.00
Install Cost "A" \$60.00 Install Cost "B" \$70.00 Install Cost "C" \$80.00
Location _____ Materials/Brand _____

Air seal w/house fan (reflectix, fanfold) CFM50 _____ Quantity Material Cost \$40.00
Install Cost "A" \$30.00 Install Cost "B" \$40.00 Install Cost "C" \$50.00
Location _____ Materials/Brand _____

Air sealing / hour CFM50 _____ Quantity Material Cost \$0.00
Install Cost "A" \$50.00 Install Cost "B" \$55.00 Install Cost "C" \$60.00
Location _____ Materials/Brand _____

ANY WORK NOT IDENTIFIED WITH A UNIT OF MEASUREMENT IS EACH

CALL THE IBA PRODUCTION MANAGEMENT TEAM IF THERE IS AN ITEM MISSING THAT NEEDS ADDED TO THE FORM.

IBA Home Energy Conservation Program Mobile Home Work Order

Client Name: _____ Client/Job Application ID: _____
 Client Address: _____ Auditor: _____
 County: _____ Date: _____

Due to prevailing wage determination variations throughout the state, the following install pricing applies.
 Install Cost "A" Counties: Deatur, Dekalb, Jackson, LaGrange, LaPorte, Noble, Steuben.
 Install Cost "B" Counties: Blackford, Carroll, Fayette, Fulton, Hanock, Huntington, Jasper, Madison, Marshall, Newton, Parke, Pulaski, Starke, Wabash, Wayne, Wells, White.
 Install Cost "C" Counties: Boone, Cass, Delaware, Hamilton, Hendricks, Howard, Marion, Montgomery, Owen, Posey, Tipton, Vanderburgh, Vermillion, Vigo.

Health & Safety (combustion appliance replace/repair, general health and safety):

Replace 32" x 72" mobile home door Quantity Material Cost \$270.00
 Install Cost "A" \$150.00 Install Cost "B" \$160.00 Install Cost "C" \$175.00
 Location _____ Materials/Brand _____

Replace 32" x 76" combo door Quantity Material Cost \$390.00
 Install Cost "A" \$165.00 Install Cost "B" \$180.00 Install Cost "C" \$190.00
 Location _____ Materials/Brand _____

Install window a/c brackets (pair) Quantity Material Cost \$25.00
 Install Cost "A" \$18.00 Install Cost "B" \$25.00 Install Cost "C" \$30.00
 Location _____ Materials/Brand _____

Replace stove vent hood Quantity Material Cost \$100.00
 Install Cost "A" \$80.00 Install Cost "B" \$90.00 Install Cost "C" \$100.00
 Location _____ Materials/Brand _____

Replace sidewall vent fan Quantity Material Cost \$85.00
 Install Cost "A" \$60.00 Install Cost "B" \$75.00 Install Cost "C" \$90.00
 Location _____ Materials/Brand _____

Replace wall, floor, ceiling register(s) Quantity Material Cost \$12.00
 Install Cost "A" \$6.00 Install Cost "B" \$7.00 Install Cost "C" \$8.00
 Location _____ Materials/Brand _____

Replace bath fan & vent outside 70 cfm Quantity Material Cost \$100.00
 Install Cost "A" \$80.00 Install Cost "B" \$100.00 Install Cost "C" \$110.00
 Location _____ Materials/Brand _____

Replace bath fan/light & vent outside 70 cfm Quantity Material Cost \$110.00
 Install Cost "A" \$85.00 Install Cost "B" \$105.00 Install Cost "C" \$115.00
 Location _____ Materials/Brand _____

**Price to be determined pursuant to central purchasing system as set forth in section 3.8 of this agreement and the IHCDA contract with IBA.*

Install 10 m visqueen / sq. ft. Quantity Material Cost \$0.14
Install Cost "A" \$0.18 Install Cost "B" \$0.20 Install Cost "C" \$0.22
Location Materials/Brand

Install chimney cap / birdscreen Quantity Material Cost \$50.00
Install Cost "A" \$30.00 Install Cost "B" \$35.00 Install Cost "C" \$40.00
Location Materials/Brand

Replace Furnace Quantity Material Cost \$TBD*
Install Cost "A" \$1,350.00 Install Cost "B" \$1,500.00 Install Cost "C" \$1,650.00
Location Materials/Brand

Repair Gas Appliance Vent Quantity Material Cost \$6.00
Install Cost "A" \$30.00 Install Cost "B" \$33.00 Install Cost "C" \$35.00
Location Materials/Brand

Replace Gas Appliance Vent Quantity Material Cost \$20.00
Install Cost "A" \$35.00 Install Cost "B" \$38.00 Install Cost "C" \$42.00
Location Materials/Brand

General Heat Waste - Blower Door Directed Air Sealing (major air leaks, bypasses, ducts)

Install silicone bulb weather stripping/ln.ft. Quantity Material Cost \$2.00
Install Cost "A" \$2.00 Install Cost "B" \$2.25 Install Cost "C" \$2.50
Location Materials/Brand

Install door sweep Quantity Material Cost \$10.00
Install Cost "A" \$9.00 Install Cost "B" \$10.50 Install Cost "C" \$12.00
Location Materials/Brand

Install door sill/threshold Quantity Material Cost \$22.00
Install Cost "A" \$30.00 Install Cost "B" \$35.00 Install Cost "C" \$40.00
Location Materials/Brand

Install 1 part foam in belly, air sealing small leaks / ln. ft. Quantity Material Cost \$0.50
Install Cost "A" \$2.00 Install Cost "B" \$2.25 Install Cost "C" \$2.50
Location Materials/Brand

Install plexiglass / ln. in. Quantity Material Cost \$0.40
Install Cost "A" \$1.10 Install Cost "B" \$1.20 Install Cost "C" \$1.30
Location Materials/Brand

Replace double strength glass / ln. ft. Quantity Material Cost \$0.80
Install Cost "A" \$1.10 Install Cost "B" \$1.20 Install Cost "C" \$1.30
Location Materials/Brand

**Price to be determined pursuant to central purchasing system as set forth in section 3.8 of this agreement and the IHCDA contract with IBA.*

Seal around a/c window unit (caulk, plywood, insulation) Quantity Material Cost \$20.00
Install Cost "A" \$25.00 Install Cost "B" \$30.00 Install Cost "C" \$35.00
Location Materials/Brand

Seal window (drywall, plywood, insulation) Quantity Material Cost \$40.00
Install Cost "A" \$50.00 Install Cost "B" \$60.00 Install Cost "C" \$70.00
Location Materials/Brand

Mastic ductwork / hour Quantity Material Cost \$20.00
Install Cost "A" \$30.00 Install Cost "B" \$35.00 Install Cost "C" \$45.00
Location Materials/Brand

Install new metal duct run/ln.ft. Quantity Material Cost \$5.50
Install Cost "A" \$5.00 Install Cost "B" \$6.00 Install Cost "C" \$7.00
Location Materials/Brand

Replace existing metal duct run/ln.ft. Quantity Material Cost \$5.50
Install Cost "A" \$5.00 Install Cost "B" \$6.00 Install Cost "C" \$7.00
Location Materials/Brand

Install new flex duct run/ln.ft. Quantity Material Cost \$3.00
Install Cost "A" \$3.00 Install Cost "B" \$4.00 Install Cost "C" \$5.00
Location Materials/Brand

Replace existing flex duct run/ln.ft. Quantity Material Cost \$3.00
Install Cost "A" \$6.00 Install Cost "B" \$7.00 Install Cost "C" \$8.00
Location Materials/Brand

Repair belly ruptures/holes/ hour Quantity Material Cost \$15.00
Install Cost "A" \$15.00 Install Cost "B" \$20.00 Install Cost "C" \$25.00
Location Materials/Brand

Duct pan testing / hour Quantity Material Cost \$0.00
Install Cost "A" \$20.00 Install Cost "B" \$25.00 Install Cost "C" \$30.00
Location Materials/Brand

Daily Safety Test Out-Shell Quantity Material Cost \$0.00
Install Cost "A" \$20.00 Install Cost "B" \$25.00 Install Cost "C" \$30.00
Location Materials/Brand

Daily Safety Test Out-HVAC Quantity Material Cost \$0.00
Install Cost "A" \$20.00 Install Cost "B" \$25.00 Install Cost "C" \$30.00
Location Materials/Brand

Daily Safety Test Out-Plumbing Quantity Material Cost \$0.00
Install Cost "A" \$20.00 Install Cost "B" \$25.00 Install Cost "C" \$30.00
Location Materials/Brand

**Price to be determined pursuant to central purchasing system as set forth in section 3.8 of this agreement and the IHCDA contract with IBA.*

Daily Safety Test Out-Other Quantity Material Cost \$0.00
Install Cost "A" \$20.00 Install Cost "B" \$25.00 Install Cost "C" \$30.00
Location _____ Materials/Brand _____

Air sealing / hour Quantity Material Cost \$15.00
Install Cost "A" \$35.00 Install Cost "B" \$40.00 Install Cost "C" \$45.00
Location _____ Materials/Brand _____

General Heat Waste - Water Heater System Treatment

Install Water Heater Quantity Material Cost \$TBD*
Install Cost "A" \$360.00 Install Cost "B" \$400.00 Install Cost "C" \$440.00
Location _____ Materials/Brand _____

Water Pipe Insulation/ln. ft. Quantity Material Cost \$1.00
Install Cost "A" \$1.50 Install Cost "B" \$1.70 Install Cost "C" \$1.90
Location _____ Materials/Brand _____

Install Low Flow Shower Heads Quantity Material Cost \$10.00
Install Cost "A" \$10.00 Install Cost "B" \$12.50 Install Cost "C" \$15.00
Location _____ Materials/Brand _____

Install Faucet Aerators Quantity Material Cost \$6.00
Install Cost "A" \$3.00 Install Cost "B" \$3.50 Install Cost "C" \$4.00
Location _____ Materials/Brand _____

Install Water Heater Insulation Quantity Material Cost \$25.00
Install Cost "A" \$10.00 Install Cost "B" \$15.00 Install Cost "C" \$20.00
Location _____ Materials/Brand _____

Install Temp. & Pressure Relief Valve/Extension Tube Quantity Material Cost \$20.00
Install Cost "A" \$25.00 Install Cost "B" \$35.00 Install Cost "C" \$45.00
Location _____ Materials/Brand _____

General Heat Waste - Furnace Tune Up

Replace Air Filter(s) Quantity Material Cost \$6.50
Install Cost "A" \$7.00 Install Cost "B" \$8.50 Install Cost "C" \$10.00
Location _____ Materials/Brand _____

Clean Burners Quantity Material Cost \$10.00
Install Cost "A" \$35.00 Install Cost "B" \$40.00 Install Cost "C" \$45.00
Location _____ Materials/Brand _____

Clean A Coil Quantity Material Cost \$10.00
Install Cost "A" \$45.00 Install Cost "B" \$50.00 Install Cost "C" \$55.00
Location _____ Materials/Brand _____

**Price to be determined pursuant to central purchasing system as set forth in section 3.8 of this agreement and the IHCDA contract with IBA.*

Pull and Clean Blower Quantity Material Cost \$10.00
Install Cost "A" \$40.00 Install Cost "B" \$45.00 Install Cost "C" \$50.00
Location _____ Materials/Brand _____

Inspect Heat Exchanger Quantity Material Cost \$0.00
Install Cost "A" \$20.00 Install Cost "B" \$25.00 Install Cost "C" \$30.00
Location _____ Materials/Brand _____

Provide Combustion/Ventilation Air-Grill Quantity Material Cost \$20.00
Install Cost "A" \$55.00 Install Cost "B" \$65.00 Install Cost "C" \$75.00
Location _____ Materials/Brand _____

Provide Combustion/Ventilation Air-Mechanical (Fan) Quantity Material Cost \$110.00
Install Cost "A" \$90.00 Install Cost "B" \$100.00 Install Cost "C" \$110.00
Location _____ Materials/Brand _____

Provide Combustion/Ventilation Air-Pipe Quantity Material Cost \$20.00
Install Cost "A" \$45.00 Install Cost "B" \$55.00 Install Cost "C" \$65.00
Location _____ Materials/Brand _____

Oxygen (O2) Test Quantity Material Cost \$0.00
Install Cost "A" \$20.00 Install Cost "B" \$25.00 Install Cost "C" \$30.00
Location _____ Materials/Brand _____

Carbon Monoxide Test Quantity Material Cost \$0.00
Install Cost "A" \$20.00 Install Cost "B" \$25.00 Install Cost "C" \$30.00
Location _____ Materials/Brand _____

General Heat Waste - Lighting

Compact Florescent Light Bulbs Quantity Material Cost \$2.75
Install Cost "A" \$1.50 Install Cost "B" \$1.75 Install Cost "C" \$2.00
Location _____ Materials/Brand _____

Insulate Floors

Belly Blow / Fiberglass / sq. ft. Quantity Material Cost \$TBD*
Install Cost "A" \$0.80 Install Cost "B" \$0.90 Install Cost "C" \$1.00
Location/inches thick/app. R-Value _____
Materials/Brand _____

Belly Blow / Foam / sq. ft. Quantity Material Cost \$1.10
Install Cost "A" \$1.00 Install Cost "B" \$1.25 Install Cost "C" \$1.50
Location/inches thick/app. R-Value _____
Materials/Brand _____

**Price to be determined pursuant to central purchasing system as set forth in section 3.8 of this agreement and the IHCDA contract with IBA.*

Insulate Partially Insulated Walls (If Cavity Air Space > 1”)

Install Fiberglass / sq. ft. Quantity Material Cost \$TBD*
Install Cost “A” \$1.25 Install Cost “B” \$1.30 Install Cost “C” \$1.40
Location/inches thick/app. R-Value _____
Materials/Brand _____

Insulate Partially Insulated Ceilings (If Existing < 3 1/2”)

Install Fiberglass / sq. ft. Quantity Material Cost \$TBD*
Install Cost “A” \$1.20 Install Cost “B” \$1.28 Install Cost “C” \$1.36
Location/inches thick/app. R-Value _____
Materials/Brand _____

Other: (Necessary repairs, misc.)

Install junction box Quantity Material Cost \$12.00
Install Cost “A” \$18.00 Install Cost “B” \$22.00 Install Cost “C” \$26.00
Location _____ Materials/Brand _____

Silicone around boots Quantity Material Cost \$2.00
Install Cost “A” \$5.00 Install Cost “B” \$6.50 Install Cost “C” \$7.50
Location _____ Materials/Brand _____

Tighten and straighten flex runs / ln. ft. Quantity Material Cost \$0.00
Install Cost “A” \$2.50 Install Cost “B” \$3.00 Install Cost “C” \$3.50
Location _____ Materials/Brand _____

Thermally align fiberglass batt / sq. ft. Quantity Material Cost \$0.00
Install Cost “A” \$0.50 Install Cost “B” \$0.60 Install Cost “C” \$0.70
Location _____ Materials/Brand _____

Remove and dispose of old fiberglass/sq.ft. Quantity Material Cost \$0.00
Install Cost “A” \$0.35 Install Cost “B” \$0.40 Install Cost “C” \$0.45
Location _____ Materials/Brand _____

Vent bath fan / hard pipe to outside Quantity Material Cost \$50.00
Install Cost “A” \$60.00 Install Cost “B” \$70.00 Install Cost “C” \$80.00
Location _____ Materials/Brand _____

Install dryer vent rigid / ln. ft. Quantity Material Cost \$4.00
Install Cost “A” \$3.00 Install Cost “B” \$3.50 Install Cost “C” \$4.00
Location _____ Materials/Brand _____

Install dryer vent flexible / ln. ft. Quantity Material Cost \$2.50
Install Cost “A” \$2.00 Install Cost “B” \$2.50 Install Cost “C” \$3.00
Location _____ Materials/Brand _____

**Price to be determined pursuant to central purchasing system as set forth in section 3.8 of this agreement and the IHCDCA contract with IBA.*

Replace existing dryer vent rigid / ln. ft. Quantity Material Cost \$4.00
Install Cost "A" \$4.00 Install Cost "B" \$5.00 Install Cost "C" \$6.00
Location _____ Materials/Brand _____

Replace existing dryer vent flexible / ln. ft. Quantity Material Cost \$1.50
Install Cost "A" \$3.00 Install Cost "B" \$4.00 Install Cost "C" \$5.00
Location _____ Materials/Brand _____

Install 10 m visqueen / sq. ft. Quantity Material Cost \$0.14
Install Cost "A" \$0.18 Install Cost "B" \$0.20 Install Cost "C" \$0.22
Location _____ Materials/Brand _____

Reconnect round duct / 3 screws or ties Quantity Material Cost \$3.00
Install Cost "A" \$15.00 Install Cost "B" \$20.00 Install Cost "C" \$25.00
Location _____ Materials/Brand _____

Install 6" continuous gutter / ln. ft. Quantity Material Cost \$2.50
Install Cost "A" \$4.00 Install Cost "B" \$4.50 Install Cost "C" \$5.00
Location _____ Materials/Brand _____

Install 5" continuous gutter / ln. ft. Quantity Material Cost \$2.00
Install Cost "A" \$4.00 Install Cost "B" \$4.50 Install Cost "C" \$5.00
Location _____ Materials/Brand _____

Install downspout / ln. ft. Quantity Material Cost \$1.25
Install Cost "A" \$2.75 Install Cost "B" \$3.00 Install Cost "C" \$3.25
Location _____ Materials/Brand _____

Install drywall / sheet Quantity Material Cost \$20.00
Install Cost "A" \$35.00 Install Cost "B" \$45.00 Install Cost "C" \$50.00
Location _____ Materials/Brand _____

Install outlet or switch covers (every one must be covered) Quantity Material Cost \$1.25
Install Cost "A" \$2.00 Install Cost "B" \$2.25 Install Cost "C" \$2.50
Location _____ Materials/Brand _____

Install vents for combustion air Quantity Material Cost \$30.00
Install Cost "A" \$30.00 Install Cost "B" \$40.00 Install Cost "C" \$50.00
Location _____ Materials/Brand _____

Install combustion air / hour Quantity Material Cost \$45.00
Install Cost "A" \$45.00 Install Cost "B" \$50.00 Install Cost "C" \$60.00
Location _____ Materials/Brand _____

Patch roof (site built) / sq. ft. Quantity Material Cost \$7.50
Install Cost "A" \$7.00 Install Cost "B" \$9.00 Install Cost "C" \$11.00
Location _____ Materials/Brand _____

**Price to be determined pursuant to central purchasing system as set forth in section 3.8 of this agreement and the IHCDA contract with IBA.*

<input type="checkbox"/>	Install hook and eye (door or window)	Quantity	<input type="checkbox"/>	Material Cost	\$5.00
	Install Cost "A"	\$3.00		Install Cost "B"	\$4.00
				Install Cost "C"	\$5.00
	Location	<input type="text"/>		Materials/Brand	<input type="text"/>
<input type="checkbox"/>	Install barrel bolt	Quantity	<input type="checkbox"/>	Material Cost	\$6.00
	Install Cost "A"	\$3.00		Install Cost "B"	\$4.00
				Install Cost "C"	\$5.00
	Location	<input type="text"/>		Materials/Brand	<input type="text"/>
<input type="checkbox"/>	Replace missing dead bolt	Quantity	<input type="checkbox"/>	Material Cost	\$12.00
	Install Cost "A"	\$10.00		Install Cost "B"	\$12.00
				Install Cost "C"	\$14.00
	Location	<input type="text"/>		Materials/Brand	<input type="text"/>
<input type="checkbox"/>	Lead safe work practices-Shell (inside)/sq.ft.	Quantity	<input type="checkbox"/>	Material Cost	\$1.00
	Install Cost "A"	\$1.50		Install Cost "B"	\$1.60
				Install Cost "C"	\$1.65
	Location	<input type="text"/>		Materials/Brand	<input type="text"/>
<input type="checkbox"/>	Lead safe work practices-Shell (outside)/ln.ft.	Quantity	<input type="checkbox"/>	Material Cost	\$3.00
	Install Cost "A"	\$1.50		Install Cost "B"	\$1.60
				Install Cost "C"	\$1.65
	Location	<input type="text"/>		Materials/Brand	<input type="text"/>
<input type="checkbox"/>	Lead safe work practices-HVAC (inside)/sq.ft.	Quantity	<input type="checkbox"/>	Material Cost	\$1.00
	Install Cost "A"	\$1.50		Install Cost "B"	\$1.60
				Install Cost "C"	\$1.65
	Location	<input type="text"/>		Materials/Brand	<input type="text"/>
<input type="checkbox"/>	Lead safe work practices-HVAC(outside)/ln.ft.	Quantity	<input type="checkbox"/>	Material Cost	\$3.00
	Install Cost "A"	\$1.50		Install Cost "B"	\$1.60
				Install Cost "C"	\$1.65
	Location	<input type="text"/>		Materials/Brand	<input type="text"/>
<input type="checkbox"/>	Lead safe work practices-Plmb. (inside)/sq.ft.	Quantity	<input type="checkbox"/>	Material Cost	\$1.00
	Install Cost "A"	\$1.50		Install Cost "B"	\$1.60
				Install Cost "C"	\$1.65
	Location	<input type="text"/>		Materials/Brand	<input type="text"/>
<input type="checkbox"/>	Lead safe work practices-Plmb. (outside)/ln.ft.	Quantity	<input type="checkbox"/>	Material Cost	\$3.00
	Install Cost "A"	\$1.50		Install Cost "B"	\$1.60
				Install Cost "C"	\$1.65
	Location	<input type="text"/>		Materials/Brand	<input type="text"/>
<input type="checkbox"/>	Lead safe work practices-Other (inside)/sq.ft.	Quantity	<input type="checkbox"/>	Material Cost	\$1.00
	Install Cost "A"	\$1.50		Install Cost "B"	\$1.60
				Install Cost "C"	\$1.65
	Location	<input type="text"/>		Materials/Brand	<input type="text"/>
<input type="checkbox"/>	Lead safe work practices-Other (outside)/ln.ft.	Quantity	<input type="checkbox"/>	Material Cost	\$3.00
	Install Cost "A"	\$1.50		Install Cost "B"	\$1.60
				Install Cost "C"	\$1.65
	Location	<input type="text"/>		Materials/Brand	<input type="text"/>
<input type="checkbox"/>	Daily Safety Test Out-Shell	Quantity	<input type="checkbox"/>	Material Cost	\$0.00
	Install Cost "A"	\$20.00		Install Cost "B"	\$25.00
				Install Cost "C"	\$30.00
	Location	<input type="text"/>		Materials/Brand	<input type="text"/>

**Price to be determined pursuant to central purchasing system as set forth in section 3.8 of this agreement and the IHCDA contract with IBA.*

- Daily Safety Test Out-HVAC
 Install Cost "A" \$20.00 Install Cost "B" \$25.00 Quantity Material Cost \$0.00
 Install Cost "C" \$30.00
 Location _____ Materials/Brand _____
- Daily Safety Test Out-Plumbing
 Install Cost "A" \$20.00 Install Cost "B" \$25.00 Quantity Material Cost \$0.00
 Install Cost "C" \$30.00
 Location _____ Materials/Brand _____
- Daily Safety Test Out-Other
 Install Cost "A" \$20.00 Install Cost "B" \$25.00 Quantity Material Cost \$0.00
 Install Cost "C" \$30.00
 Location _____ Materials/Brand _____

Minor Air Sealing: (Perform CFM50 and MVR test on each to determine if cost effective)

- Install silicone bulb weather stripping CFM50 _____ Quantity Material Cost \$15.00
 Install Cost "A" \$10.00 Install Cost "B" \$12.50 Install Cost "C" \$15.00
 Location _____ Materials/Brand _____
- Install door sweep CFM50 _____ Quantity Material Cost \$10.00
 Install Cost "A" \$9.00 Install Cost "B" \$10.50 Install Cost "C" \$12.00
 Location _____ Materials/Brand _____
- Install door sill/threshold CFM50 _____ Quantity Material Cost \$22.00
 Install Cost "A" \$30.00 Install Cost "B" \$35.00 Install Cost "C" \$40.00
 Location _____ Materials/Brand _____
- Install plexiglass / ln. in. CFM50 _____ Quantity Material Cost \$0.40
 Install Cost "A" \$1.10 Install Cost "B" \$1.20 Install Cost "C" \$1.30
 Location _____ Materials/Brand _____
- Replace double strength glass / ln.ft. CFM50 _____ Quantity Material Cost \$0.80
 Install Cost "A" \$1.10 Install Cost "B" \$1.20 Install Cost "C" \$1.30
 Location _____ Materials/Brand _____
- Seal a/c window unit (caulk, plywood, ins.) CFM50 _____ Quantity Material Cost \$20.00
 Install Cost "A" \$25.00 Install Cost "B" \$30.00 Install Cost "C" \$35.00
 Location _____ Materials/Brand _____
- Air sealing / hour CFM50 _____ Quantity Material Cost \$0.00
 Install Cost "A" \$50.00 Install Cost "B" \$55.00 Install Cost "C" \$60.00
 Location _____ Materials/Brand _____

ANY WORK NOT IDENTIFIED WITH A UNIT OF MEASUREMENT IS EACH.

CALL THE IBA PRODUCTION MANAGEMENT TEAM IF THERE IS AN ITEM MISSING THAT NEEDS ADDED TO THE FORM.

**Price to be determined pursuant to central purchasing system as set forth in section 3.8 of this agreement and the IHCDCA contract with IBA.*

EXHIBIT B

IBA Home Energy Conservation Program Client Consent Form

CLIENT CONSENT FORM RELEASE OF LIABILITY AND WAIVER OF CLAIMS

NOTICE: The health and safety of the building, the occupants, or the energy conservation team shall not be compromised by any retrofit material, technique or practice. To ensure health and safety, relevant assessments will be conducted as part of all building analysis. Some energy conservation activities may create dust or other airborne particles, including but not limited to: insulation, mold, or lead. All measures installed in the building will alleviate and/or not promote the growth of new airborne particles.

FOR AND IN CONSIDERATION of the State of Indiana, the Indiana Housing and Community Development Authority and the Indiana Builders Association, hereafter referred to as IBA, its agents and employees assisting in the provision of energy conservation services to our dwelling, I/WE DO HEREBY RELEASE the State of Indiana, the Indiana Housing and Community Development Authority, and the IBA its agents and employees from any and all liability for losses, damages, costs, personal injury, death, or other claims because of, or in relation to the installation, location, or malfunction of measures performed.

I understand that by participating in the IBA Home Energy Conservation Program measures performed become my personal property and it is my responsibility to maintain and repair installed measures to keep the building systems in working condition.

Please initial where applicable:

_____ I have received a copy of the EPA pamphlet, “Renovate Right, Important Lead Hazard Information for Families, Child Care Providers and Schools”, informing me of the potential risk of lead hazard exposure from energy conservation activities to be performed on my dwelling. I confirm that I have received the lead pamphlet before energy conservation work began on my home.

_____ I have received a copy of the EPA pamphlet, “Mold, Moisture, and Your Home”, informing me of the potential risks of mold and high moisture levels in my home. I have also received a copy of the moisture assessment form that was completed on my home.

_____ I understand that smoke detectors installed in my home are my personal property and must be maintained in order to continue good working conditions. An operational test was performed and the unit(s) were working properly when installed.

My signature below denotes that I fully understand the above waiver and its release of liability. I have chosen to go forward with the energy conservation process, accepting any and all risks of injury or damages.

Client Signature: _____ Client Printed Name: _____

Date: _____ Client/ Job Application ID: _____

Address: _____

Client Education Provided by: _____

EXHIBIT C

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Non-Disclosure and Confidentiality Agreement (the "Agreement") is entered into on the _____ day of _____, 200___ and effective as of the _____ day of _____, 200___ (the "Effective Date"), by and between the Indiana Builders Association ("IBA") and _____ ("Contractor"). (IBA and Contractor may be collectively referred to as "Parties" or singly as "Party").

WHEREAS, the IBA has been selected by the Community Development Department of the Indiana Housing and Community Development Authority ("IHCDA") to administer the Home Energy Conservation Program ("Program") for low-income individuals under the American Recovery and Reinvestment Act ("ARRA");

WHEREAS, as part of the IBA's administration of the Program, confidential information will be disclosed to the Contractor that is required to be kept confidential pursuant to the Program;

WHEREAS, Contractor agrees that confidential information of participants of the Program ("Participants ") will be disclosed to it while performing services for IBA;

WHEREAS, Contractor agrees that this confidential information is essential to perform services to the IBA and Participants under the Program; and

WHEREAS, the IBA and Contractor desire to set forth in writing the terms and conditions of their agreement with respect to the confidential information;

NOW THEREFORE, in consideration of the mutual promises, covenants, representations and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Confidential Information.** "Confidential Information" as used in this Agreement means any individually identifiable information, whether oral or written, about the participants who receive services and/or assistance from the IBA or any other grantees, and/or any sub-recipients of the IHCDA, including but not limited to the names, addresses, social security numbers, financial information, dates of birth, credit information or the Participants involvement in the Program.
2. **Non-Disclosure of Confidential Information.** Contractor shall not disclose any Confidential Information to anyone, with the exception of the IBA, IHCDA or other federal, state and local governmental agencies (including their employees and representatives). Only to the extent it is necessary to Contractor's performance of the work on Participant's home, Contractor may disclose Confidential Information to other Contractors involved with the Program, provided they have executed and are subject to the terms of a Non-Disclosure and Confidentiality Agreement with the IBA in advance of Contractor sharing the Confidential Information.
3. **Use of Confidential Information.** The use of the Confidential Information disclosed to Contractor shall be strictly limited to accomplish the Contractor's duties under the Program and may not be used by Contractor for its own purpose or benefit.

4. **Compliance with Applicable Laws.** Contractor shall ensure that all Confidential Information is handled and maintained in a confidential manner in compliance with the requirements of all applicable state or federal laws, rules, and regulations, including, but not limited to, those relating to the release of Social Security numbers in I.C. § 4-1-10 and the notice of security breach provisions in I.C. §4-1-11.
5. **Compliance with IBA Policies.** Through the execution of this Agreement, the Contractor represents that it has reviewed the IBA's policies and procedures regarding the disclosure of Confidential Information and agrees to comply with the same.
6. **Application to Contractor's Employees and Subcontractors.** To the extent Contractor's employees, agents, subcontractors, subcontractor's employees or others performing work for Contractor require access to a Participant's Confidential Information, Contractor shall require these individuals to each sign a Non-Disclosure and Confidentiality Agreement provided by the IBA and submit a copy of the same to the IBA.
7. **Violation.** Any violation of the terms of this Agreement is subject to the penalties imposed by applicable federal, state and local laws regarding disclosure of Confidential Information. In the event Contractor improperly discloses Confidential Information, Contractor must report unauthorized disclosure to the IBA immediately.
8. **Indemnification, Hold Harmless and Defense.** Contractor shall indemnify, defend and hold the IBA, its employees, agents, officers and officials, harmless from any and all actions, liabilities, injuries, claims, suits, losses, damages, judgments, causes of action, costs, or expenses (including reasonable attorneys' fees, court costs and out-of-pocket expenses) which it may sustain, incur, or be required to pay by reason of any disclosure of Confidential Information by Contractor, its employees, subcontractors, agents or representatives.
9. **Entire Agreement.** The Parties agree that with respect to the subject matter hereof, this Agreement constitutes their entire agreement with respect to the subject matter hereof and that it supersedes any prior agreements or understandings between them, whether written or oral.
10. **Waiver.** No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by an authorized representative of the Party making the waiver. The failure of either Party in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement will not be construed as a waiver or relinquishment, to any extent, of the right to assert or rely upon any such terms or conditions on any future occasion.
11. **Modification of Agreement.** This Agreement may not be amended except in writing and must be signed by authorized representatives of both Parties.
12. **Governing Law.** Indiana law shall govern the interpretation and implementation of this Agreement and the resolution of any dispute between the parties regarding the

effect of the Agreement. Each Party hereby submits itself for the sole purpose of this Agreement and any controversy arising hereunder to the exclusive jurisdiction of the federal or state courts located in the State of Indiana serving the county of Marion, and any courts of appeal therefrom, and waives any objection (on the grounds of lack of jurisdiction, or forum not convenient or otherwise) to the exercise of such jurisdiction over it by any such courts.

13. **Severability.** Should any clause, portion or paragraph of this Agreement be unenforceable or invalid for any reason, such unenforceability or invalidity will not affect the enforceability or validity of the remainder of this Agreement, and any court having jurisdiction is specifically authorized and encouraged by the Parties to hold inviolate all portions of this Agreement that are valid and enforceable without consideration of any invalid or unenforceable portions hereof.
14. **Remedies.** In the event of a breach or threatened breach by Contractor of its obligations and covenants under this Agreement, the IBA shall be entitled to injunctive relief against Contractor; provided, however, nothing herein shall be interpreted as prohibiting the IBA from pursuing any and all other rights or remedies that it may have against Contractor, including monetary damages and reasonable attorneys' fees and other costs of litigation and investigation incurred by the IBA in connection with a breach or threatened or potential breach of this Agreement.
15. **Attorney Fees.** In any litigation arising from or relating to this Agreement, the IBA is entitled to recover from Contractor all costs and expenses, including attorney's fees incurred in the course of such proceedings.

The undersigned acknowledges that it has read the Agreement and is executing it with an understanding of its provisions.

Signature

Printed Name

Date Signed

859128_1

EXHIBIT D

IBA Home Energy Conservation Program Prevailing Wage Policy & Procedures

- 1) Comply with all requirements identified in the Davis-Bacon Act (29 CFR 5.5(a)). More information is available at www.dol.gov
- 2) Display “Employee Rights Under the Davis-Bacon Act” poster as required by the Department of Labor. Available for free downloading and printing on:
<http://www.dol.gov/esa/whd/regs/compliance/posters/davis.htm>
- 3) Display the U.S. Department of Labor Prevailing Wage Rate Determinations (Decision date 8/31/2009, expiration date 3/3/2010). See pages 2-3.
- 4) Pay laborers and mechanics weekly at not less than the U.S. Department of Labor Prevailing Wage Rate Determinations (Decision date 8/31/2009, expiration date 3/3/2010). See pages 2-3.
- 5) Submit certified payroll information as required on form WH-347. Completed forms with original signature must be mailed weekly to IBA, 101 W. Ohio Street, Suite 1111, Indianapolis, IN 46204.
 - a. Form WH-347 – <http://www.dol.gov/esa/whd/forms/wh347.pdf>
 - b. Instructions for Completing Payroll Form, WH-347 -
<http://www.dol.gov/esa/whd/forms/wh347instr.htm>
- 6) Maintain an I-9 form for every employee. I-9 forms must be kept by the employer either for three years after the date of hire or for one year after employment is terminated, whichever is later. I-9 Form - <http://www.uscis.gov/i-9>

Indiana Residential Weatherization Wage Determination

This project wage determination is issued in response to a request from the Department of Energy (DOE) for prevailing wage rates specific to weatherization of residential structures as those structures are defined in the All Agency Memorandum 130 and 131. This wage determination has application only to weatherization construction projects on existing residential structures as described in the SF 308 submitted by DOE. The primary purpose of the project for which this wage determination is being issued is weatherization and is not for the renovation, repair, or new construction of residential structures. All other types of residential construction projects are subject to the published general residential wage determinations for the State of Indiana found on www.wdol.gov.

Weatherization work for purposes of this wage determination is defined as minor repairs, batt insulation, blown insulation, window and door repair, and weather stripping, solar film installation, air sealing, caulking, minor or incidental structural repairs, duct sealing, installation of light bulbs, and installation of smoke detectors. In Indiana, the Department's recent survey determined as a matter of prevailing practice that these duties are performed by a weatherization worker classification. The survey also found specialty weatherization work performed on weatherization construction projects. Specialty weatherization work is the (1) replacement of doors and windows; (2) installation and repair of furnace/cooling (HVAC) systems and all associated work involved with the installation of the HVAC system including electrical, pipe, and duct work. Classifications performing this work are also listed on this project wage determination.

Wage payment data submitted for the State of Indiana included wage data information for a weatherization crew chief classification. This classification of worker is essentially a working foreman who performs the same tasks as the weatherization worker, but who is responsible for supervision, job oversight, forms completion, work assignments, and quality assurances. The additional duties are not "laborer or mechanic" work as defined by the Davis-Bacon and related Acts regulations, but are more supervisory in nature. The Department issues various classifications of workers when the duties are defined and distinct to warrant the issuance of a separate classification on the wage determination. The "laborer or mechanic" duties of the crew chief are not sufficiently distinct to warrant the issuance of a separate classification on the wage determination. Moreover, the Department does not issue separate wage determinations based on a worker's skill, experience or individual training. Therefore, the weatherization crew chief is not listed as a separate classification of worker. The weatherization crew chief must be classified as a weatherization worker and paid at least the applicable wage determination rate of the weatherization worker when performing weatherization work. There is no restriction, however to paying the weatherization crew chief more than the weatherization worker wage rate listed on the wage determination.

DESCRIPTION OF WORK: Weatherization construction on existing residential structures to include minor repairs, batt insulation, blown insulation, window and door repair, and weather stripping, solar film installation, air sealing, caulking, minor or incidental structural repairs, duct sealing, installation of light bulbs, and installation of smoke detectors. This also includes (1) the replacement of doors and windows and the repair; (2) the installation of hot water heaters and the installation and repair of furnace/cooling (HVAC) systems and all associated work involved with the installation of the HVAC system including electrical, pipe, and duct work.

The U.S. Department of Labor Prevailing Wage Rate Determinations chart (Decision date 8/31/2009, expiration date 3/3/2011) identifies the determined wages. The first figure in each classification column is the hourly rate and the rate following the "+" is the fringe benefit rate. A blank in the classification column signifies that there is no or insufficient data from either source and therefore no applicable rate. Any unlisted classifications needed for work not included within the scope of the classifications listed below may be added after award only as provided in the labor standards contract clauses (29CFR 5.5(a)(1)(ii)).

U.S. Dept. of Labor Prevailing Wage Rate Determinations
(Decision date 8/31/2009, expiration date 3/3/2010)

County	Hourly + Fringe	Doors and Windows	HVAC, Furnace,	Carpenter	Electrician	Plumber
	Weatherization Worker	Replacement Worker	Heating and Cooling Installation Worker			
Blackford	\$11.78 + 1.09	\$11.78 + 1.09	\$17.00 + .65	\$13.42	\$15.30 + 6.76	\$14.89
Boone	\$17.12 + 6.03	\$17.12 + 6.03	\$13.97 + 3.27	\$12.90	\$12.00 + 3.01	\$11.06 + 1.08
Carroll	\$10.00	\$10.00	\$20.00 + .05	\$13.42	\$18.80 + 7.09	\$14.89
Cass	\$12.06 + 3.73	\$12.06 + 3.73	\$20.00 + .05	\$13.42	\$18.80 + 7.09	\$14.89
Decatur	\$11.22 + 1.23	\$11.22 + 1.23	\$13.97 + 3.27	\$13.42	\$18.30+4.50+8.05%	\$14.89
DeKalb	\$9.00 + .17	\$9.00 + .17	\$16.00 + 1.11	\$12.90	\$12.00 + 3.01	\$11.06 + 1.08
Delaware	\$14.50 + .77	\$14.50 + .77	\$20.00 + .05	\$12.90	\$12.00 + 3.01	\$11.06 + 1.08
Fayette	\$11.78 + 1.09	\$11.78 + 1.09	\$21.28 + .08	\$13.42	\$15.30 + 6.76	\$14.89
Fulton	\$11.78 + 1.09	\$11.78 + 1.09	\$17.00 + .65	\$13.42	\$18.80 + 7.09	\$14.89
Hamilton	\$17.12 + 6.03	\$17.12 + 6.03	\$13.97 + 3.27	\$12.90	\$12.00 + 3.01	\$11.06 + 1.08
Hancock	\$10.30 + 3.43	\$10.30 + 3.43	\$13.97 + 3.27	\$12.90	\$12.00 + 3.01	\$11.06 + 1.08
Hendricks	\$17.12 + 6.03	\$17.12 + 6.03	\$13.97 + 3.27	\$12.90	\$12.00 + 3.01	\$11.06 + 1.08
Howard	\$17.12 + 6.03	\$17.12 + 6.03	\$13.97 + 3.27	\$12.90	\$12.00 + 3.01	\$11.06 + 1.08
Huntington	\$11.78 + 1.09	\$11.78 + 1.09	\$17.00 + .65	\$12.90	\$12.00 + 3.01	\$11.06 + 1.08
Jackson	\$11.22 + 1.23	\$11.22 + 1.23	\$13.97 + 3.27	\$13.42	\$17.10 + 7.62	\$14.89
Jasper	\$14.00	\$14.00	\$20.00	\$13.42	\$22.45 + 9.72	\$14.89
LaGrange	\$9.00 + .17	\$9.00 + .17	\$16.00 + 1.11	\$13.42	\$12.49 + 5.07	\$14.89
LaPorte	\$13.03	\$13.03	\$14.00 + 1.07	\$13.42	\$22.45 + 9.72	\$14.89
Madison	\$15.83 + 1.46	\$15.83 + 1.46	\$13.97 + 3.27	\$12.90	\$12.00 + 3.01	\$11.06 + 1.08
Marion	\$17.12 + 6.03	\$17.12 + 6.03	\$13.97 + 3.27	\$12.68	\$10.33	\$13.97
Marshall	\$11.78 + 1.09	\$11.78 + 1.09	\$17.00 + .65	\$13.42	\$19.90 + 9.79	\$14.89
Montgomery	\$12.06 + 3.73	\$12.06 + 3.73	\$20.00 + .05	\$13.42	\$18.30+4.50+8.05%	\$14.89
Newton	\$14.00	\$14.00	\$20.00	\$13.42	\$24.75 + 6.77	\$14.89
Noble	\$9.00 + .17	\$9.00 + .17	\$16.00 + 1.11	\$13.42	\$12.49 + 5.07	\$14.89
Owen	\$17.12 + 6.03	\$17.12 + 6.03	\$13.97 + 3.27	\$13.42	\$19.50 + 9.18	\$14.89
Parke	\$12.06 + 3.73	\$12.06 + 3.73	\$16.00 + .92	\$13.42	\$19.50 + 9.18	\$14.89
Posey	\$13.97 + 3.27	\$13.97 + 3.27	\$18.00 + .69	\$12.90	\$12.00 + 3.01	\$11.06 + 1.08
Pulaski	\$13.03	\$13.03	\$20.00 + .05	\$13.42	\$22.45 + 9.72	\$14.89
Starke	\$13.03	\$13.03	\$20.00 + .05	\$13.42	\$22.45 + 9.72	\$14.89
Steuben	\$9.00 + .17	\$9.00 + .17	\$16.00 + 1.11	\$13.42	\$12.49 + 5.07	\$14.89
Tipton	\$17.12 + 6.03	\$17.12 + 6.03	\$13.97 + 3.27	\$12.90	\$12.00 + 3.01	\$11.06 + 1.08
Vanderburgh	\$13.79 + 3.54	\$13.79 + 3.54	\$18.00 + .69	\$12.90	\$12.00 + 3.01	\$11.06 + 1.08
Vermillion	\$12.06 + 3.73	\$12.06 + 3.73	\$20.00	\$12.90	\$12.00 + 3.01	\$11.06 + 1.08
Vigo	\$11.87 + 5.44	\$11.87 + 5.44	\$20.00	\$12.90	\$12.00 + 3.01	\$11.06 + 1.08
Wabash	\$11.78 + 1.09	\$11.78 + 1.09	\$17.00 + .65	\$13.42	\$30.60 + 10.77	\$14.89
Wayne	\$11.78 + 1.09	\$11.78 + 1.09	\$21.28 + .08	\$13.42	\$15.30 + 6.76	\$14.89
Wells	\$11.78 + 1.09	\$11.78 + 1.09	\$17.00 + .65	\$12.90	\$12.00 + 3.01	\$11.06 + 1.08
White	\$10.00	\$10.00	\$20.00 + .05	\$13.42	\$18.80 + 7.09	\$14.89

EXHIBIT E

Davis Bacon Act

29 C.F.R. 5.5

§ 5.5 Contract provisions and related matters.

[PUBLISHER'S NOTE: Paragraph (a)(1)(ii) was suspended indefinitely at 58 FR 58954, 58955, Nov. 5, 1993.]

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$ 2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):

(1) Minimum wages. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably

anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the

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

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

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

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

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of

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

(4) Apprentices and trainees -- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The

ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the

contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

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

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

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

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any

liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

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

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

EXHIBIT F

