

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Town of Spencer (“Owner”) and
Robinson Pipe Cleaning Company (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Rehabilitation of select sections of the Town’s gravity sewer collection mains, ranging in size from 8-inches to 15-inches in diameter. The work includes cleaning and pre-lining closed circuit video inspection of approximately 27,000 linear feet of gravity sewer, cured-in-place pipe lining of approximately 8,350 feet of gravity sewer, bypass pumping, internal lining of select manholes, new manhole installation, plus manhole repair and adjustment, pavement restoration, traffic control and all other work required for the complete project.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Inflow & Infiltration Project

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Commonwealth Engineers, Inc.

3.02 The Owner has retained Commonwealth Engineers, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within * days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within * days after the date when the Contract Times commence to run.

* Substantially complete and provide all items into operation (service) within 180 consecutive calendar days from the date in the Notice to Proceed and fully complete and provide all items into operation (service) within 30 consecutive calendar days from the date of substantial completion.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$1,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000.00 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion ~~are not~~ additive and will ~~not~~ be imposed concurrently.

4.04 [Deleted]

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
<u>SEE ATTACHED BID SCHEDULE</u>					
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$562,286.70

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the * day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

* As funds become available

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage); ~~If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion of the entire construction to be provided under the Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of maximum legal rate percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; and the Contract Documents; with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
 - E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - I. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
 - J. The Contractor must comply with the minimum rates for wages for laborers and mechanics as determined by the Secretary of Labor in accordance with the provisions of the Davis-Bacon and Related Acts.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages C-1 to C-7, inclusive).
 - 2. Performance bond (pages C-9 to C-11, inclusive).
 - 3. Payment bond (pages C-12 to C-14, inclusive).

4. Other bonds.
 - a. N/A (pages N/A to N/A, inclusive).
 5. Standard General Conditions (pages 1 to 65, inclusive). – Part 3
 6. Supplementary Conditions (pages 1 to 17, inclusive). – Part 4
 7. Specifications as listed in the table of contents of the Project Manual. (Including Parts 5-11 as applicable)
 8. Drawings (not attached but incorporated by reference) consisting of 22 sheets with each sheet bearing the following general title: Town of Spencer, Indiana Inflow & Infiltration Project.
 9. Addenda (numbers 1 to 3, inclusive).
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages P-13 to P-15, inclusive).
 - b. Federal Construction Contract Provisions.
 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

TOWN OF SPENCER

Robinson Pipe Cleaning Company

By: _____

By: _____

Title: Michael Spinks
Town Council President

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

90 N. West Street

Spencer, IN 47460

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

**TOWN OF SPENCER, IN
INFLOW & INFILTRATION PROJECT
REVISED BASE BID SCHEDULE - ADDENDUM 1**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	BID PRICE
1	Mobilization, Demobilization, Bonds and Startup	1	LS	\$18,000.00	\$18,000.00
2a	CCTV Inspection and Cleaning - 4" Dia. Pipe	300	LF	\$2.75	\$825.00
2b	CCTV Inspection and Cleaning - 6" Dia. Pipe	837	LF	\$2.25	\$1,883.25
2c	CCTV Inspection and Cleaning - 8"-15" Dia. Pipe	26,856	LF	\$1.45	\$38,941.20
2d	Heavy Cleaning, All Sizes (Undistributed)	120	HOUR	\$140.00	\$16,800.00
3a	6" CIPP Liner	41	LF	\$29.00	\$1,189.00
3b	8" CIPP Liner	5538	LF	\$26.50	\$146,757.00
3c	8" CIPP Liner (Undistributed)	780	LF	\$26.50	\$20,670.00
3d	10" CIPP Liner	539	LF	\$30.00	\$16,170.00
3e	12" CIPP Liner	819	LF	\$34.00	\$27,846.00
3f	15" CIPP Liner	29	LF	\$43.00	\$1,247.00
3g	15" CIPP Liner (Undistributed)	600	LF	\$43.00	\$25,800.00
3h	8" Clear Pre-Liner (Undistributed)	1400	LF	\$5.00	\$7,000.00
3i	10" Clear Pre-Liner (Undistributed)	539	LF	\$5.75	\$3,099.25
3j	12" Clear Pre-Liner (Undistributed)	410	LF	\$6.00	\$2,460.00

**TOWN OF SPENCER, IN
INFLOW & INFILTRATION PROJECT
REVISED BASE BID SCHEDULE - ADDENDUM 1**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	BID PRICE
3k	15" Clear Pre-Liner (Undistributed)	300	LF	\$6.50	\$1,950.00
3l	Post-Lining CCTV Inspection, All Sizes	8,346	LF	\$1.00	\$8,346.00
3m	Removal of Protruding Service Connections (Undistributed)	40	EA	\$175.00	\$7,000.00
3n	Service Lateral Reinstatement (Undistributed)	75	EA	\$50.00	\$3,750.00
4	Sanitary Sewer Replacement Allowance	1	ALLOW	\$ 50,000	\$ 50,000.00
5a	Replace Exist. MH (In Pavement)	1	EA	\$1,495.00	\$1,495.00
5b	New MH at Dead End of Existing Sewer Main (In Aggregate)	2	EA	\$9,200.00	\$18,400.00
5c	New MH over Existing Sewer Main (In Pavement)	3	EA	\$13,110.00	\$39,330.00
5d	New Manhole Casting (In Pavement/Concrete Drive)	2	EA	\$8,510.00	\$17,020.00
5e	New Manhole Casting (Yard)	2	EA	\$5,980.00	\$11,960.00
5f	New Manhole Casting Inflow Dish	9	EA	\$175.00	\$1,575.00
5g	New Manhole Concrete Adjusting Rings (Undistributed)	64	V. Inch	\$345.00	\$22,080.00
5h	New Manhole Lid	4	EA	\$300.00	\$1,200.00
5i	New 8" Internal Drop Pipe	1	EA	\$1,725.00	\$1,725.00
5j	Reset Existing Casting and Riser Rings (In Yard)	2	EA	\$1,725.00	\$3,450.00
5k	Reset Existing Casting and Riser Rings (In Pavement)	1	EA	\$6,325.00	\$6,325.00

**TOWN OF SPENCER, IN
INFLOW & INFILTRATION PROJECT
REVISED BASE BID SCHEDULE - ADDENDUM 1**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	BID PRICE
5l	New Manhole Bench in Existing Str.	2	EA	\$500.00	\$1,000.00
5m	Manhole Point Repair (Undistributed)	10	EA	\$500.00	\$5,000.00
5n	MH Lining (Undistributed)	161	V, LF	\$163.00	\$26,243.00
5o	Replace Exist. MH (In Yard)	1	EA	\$5,750.00	\$5,750.00

TOTAL BASE BID OF ALL ITEMS (in figures)*

\$ 562,286.70

TOTAL BASE BID OF ALL ITEMS (in words)*

five hundred sixty-two thousand two hundred eighty-six dollars and seventy cents

* Total must agree with amount shown on Form No. 96

**FEDERAL
CONSTRUCTION
CONTRACT
PROVISIONS**

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

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

Revised September 2013

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

SECTION 5 REQUIRED POSTERS

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

SECTION 6 FORMS AND EXHIBITS

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

Required Contract Provisions Federally-Assisted Construction Contracts

SECTION 1 General Information

BONDING REQUIREMENTS:

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

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

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

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

RETAINAGE: IC 36-1-12-14

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

CHANGE ORDERS: IC 36-1-12-18

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

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

CONFLICT OF INTEREST: 24 CFR 570.611

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

CODE OF CONDUCT: 24 CFR 84.42

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

RECORD RETENTION: 24 CFR 85.42

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

ACCESS TO RECORDS: 24 CFR 85.42-e

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

Required Contract Provisions Federally-Assisted Construction Contracts

CONTRACT PROVISIONS:

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

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

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

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

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

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

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

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

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING:

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

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

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

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

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

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

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

**Required Contract Provisions
Federally-Assisted Construction Contracts**

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

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

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

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

SECTION 2 Equal Employment Opportunity Regulations

NONDISCRIMINATION:

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

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

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

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

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

EEO OFFICER:

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

DISSEMINATION OF POLICY:

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

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

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

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

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

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

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

RECRUITMENT OF EMPLOYEES:

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

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

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

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

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

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

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

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

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

EEO RECORDS AND REPORTS:

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

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

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

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

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

NONSEGREGATED FACILITIES:

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

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

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

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

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

FALSIFICATION OF DOCUMENTS:

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

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

SECTION 3

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

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

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

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

"The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The parties to this contract agree to comply with this Section and certify that they are under no contractual or other impediment that would prevent them from complying with these regulations. The contractor agrees to notify each labor organization or representative workers with which the contractor has a collective bargaining agreement of the contractor's commitments under this Section 3 clause and include this clause in every subcontract subject to compliance with the Section 3 regulations. The contractor will certify that any vacant employment positions, including training positions, that are filled after the contractor is selected but before the contract is executed with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under this section of the Code of Federal Regulations. Noncompliance with HUD's regulations in this Part may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts."

OFFICE OF FEDERAL CONTRACT COMPLIANCE (OFCCP)

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

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

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

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

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

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

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

SECTION 3 Federal Labor Standards Regulations

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

Comply with federal labor standards regulations as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

submitted for assistance in obtaining a copy of those regulations.

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

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

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

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

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

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

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

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PAYMENT OF PREVAILING WAGES:

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

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

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

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

PERSONNEL ACTIONS:

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

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

do not indicate discriminatory treatment of project site personnel.

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

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

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

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

CONFORMANCE RATES:

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

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

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

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

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

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

PAYMENT OF FRINGE BENEFITS:

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

APPRENTICE PARTICIPATION:

Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program duly registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau.

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

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

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

OVERTIME REQUIREMENTS:

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

WITHHOLDING PAYMENT FOR UNPAID WAGES:

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

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VIOLATIONS AND LIABILITY FOR UNPAID WAGES AND LIQUIDATED DAMAGES:

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

STATEMENTS AND PAYROLLS:

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

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

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

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

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

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

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

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

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

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

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

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SECTION 4 Health and Safety

SAFETY AND ACCIDENT PREVENTION:

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

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

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

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

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

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

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

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

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

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

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ELECTRONIC CODE OF FEDERAL REGULATIONS

e-CFR data is current as of February 2, 2018

Title 41 → Subtitle B → Chapter 60 → Part 60-4

Title 41: Public Contracts and Property Management

PART 60-4—CONSTRUCTION CONTRACTORS—AFFIRMATIVE ACTION REQUIREMENTS**Contents**

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- §60-4.7 Effect on other regulations.
- §60-4.8 Show cause notice.
- §60-4.9 Incorporation by operation of the order.

AUTHORITY: Secs. 201, 202, 205, 211, 301, 302, and 303 of E.O. 11246, as amended, 30 FR 12319; 32 FR 14303, as amended by E.O. 12086; and E.O. 13672, 79 FR 42971.

SOURCE: 43 FR 49254, Oct. 20, 1978, unless otherwise noted.

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§60-4.1 Scope and application.

This part applies to all contractors and subcontractors which hold any Federal or federally assisted construction contract in excess of \$10,000. The regulations in this part are applicable to all of a construction contractor's or subcontractor's construction employees who are engaged in on site construction including those construction employees who work on a non-Federal or nonfederally assisted construction site. This part also establishes procedures which all Federal contracting officers and all applicants, as applicable, shall follow in soliciting for and awarding Federal or federally assisted construction contracts. Procedures also are established which administering agencies shall follow in making any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of Executive Order 11246, as amended.

In addition, this part applies to construction work performed by construction contractors and subcontractors for Federal nonconstruction contractors and subcontractors if the construction work is necessary in whole or in part to the performance of a nonconstruction contract or subcontract.

[43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978]

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§60-4.2 Solicitations.

(a) All Federal contracting officers and all applicants shall include the notice set forth in paragraph (d) of this section and the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth in §60-4.3 of this part in all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts to be performed in geographical areas designated by the Director pursuant to §60-4.6 of the part. Administering agencies shall require the inclusion of the notice set forth in paragraph (d) of this section and the specifications set forth in §60-4.3 of this part as a condition of any grant, contract, subcontract, loan, insurance or guarantee involving federally assisted construction covered by this part 60-4.

(b) All nonconstruction contractors covered by Executive Order 11246 and the implementing regulations shall include the notice in paragraph (d) of this section in all construction agreements which are necessary in whole or in part to the performance of the covered nonconstruction contract.

(c) Contracting officers, applicants and nonconstruction contractors shall give written notice to the Director within 10 working days of award of a contract subject to these provisions. The notification shall include the name, address and telephone number of the contractor; employer identification number; dollar amount of the contract, estimated starting and completion dates of the contract; the contract number; and geographical area in which the contract is to be performed.

(d) The following notice shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to §60-4.6 of this part (see 41 CFR 60-4.2(a)):

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Time- tables	Goals for minority participation for each trade	Goals for female participation in each trade
	Insert goals for each year	Insert goals for each year.

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

[43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978, as amended at 45 FR 65977, Oct. 3, 1980]

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§60-4.3 Equal opportunity clauses.

(a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all nonconstruction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to §60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of nonconstruction Federal contracts and subcontracts covered under the Executive order.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

- (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
- (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
- (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
- (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel

and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records.

Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(b) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR part 60-4 become effective.

[43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978, as amended at 45 FR 65978, Oct. 3, 1980; 79 FR 72995, Dec. 9, 2014]

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§60-4.4 Affirmative action requirements.

(a) To implement the affirmative action requirements of Executive Order 11246 in the construction industry, the Office of Federal Contract Compliance Programs previously has approved affirmative action programs commonly referred to as "Hometown Plans," has promulgated affirmative action plans referred to as "Imposed Plans" and has approved "Special Bid Conditions" for high impact projects constructed in areas not covered by a Hometown or an Imposed Plan. All solicitations for construction contracts made after the effective date of the regulations in this part shall include the notice specified in §60-4.2 of this part and the specifications in §60-4.3 of this part in lieu of the Hometown and Imposed Plans including the Philadelphia Plan and Special Bid Conditions. Until the Director has issued an order pursuant to §60-4.6 of this part establishing goals and timetables for minorities in the appropriate geographical areas or for a project covered by Special Bid Conditions, the goals and timetables for minorities to be inserted in the Notice required by 41 CFR 60-4.2 shall be the goals and timetables contained in the Hometown Plan, Imposed Plan or Special Bid Conditions presently covering the respective geographical area or project involved.

(b) Signatories to a Hometown Plan (including heavy highway affirmative action plans) shall have 45 days from the effective date of the regulations in this part to submit under such a Plan (for the director's approval) goals and timetables for women and to include female representation on the Hometown Plan Administrative Committee. Such goals for female representation shall be at least as high as the goals established for female representation in the notice issued pursuant to 41 CFR 60-4.6. Failure of the signatories, within the 45-day period, to include female representation and to submit goals for women or a new plan, as appropriate, shall result in an automatic termination of the Office of Federal Contract Compliance Program's approval of the Hometown Plan. At any time the Office of Federal Contract Compliance Programs terminates or withdraws its approval of a Hometown Plan, or when the plan expires and another plan is not approved, the contractors signatory to the plan shall be covered automatically by the specifications set forth in §60-4.3 of this part and by the goals and timetables established for that geographical area pursuant to §60-4.6 of this part.

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§60-4.5 Hometown plans.

(a) A contractor participating, either individually or through an association, in an approved Hometown Plan (including heavy highway affirmative action plans) shall comply with its affirmative action obligations under Executive Order 11246 by complying with its obligations under the plan: *Provided*, That each contractor or subcontractor participating in an approved plan is individually required to comply with the equal opportunity clause set forth in 41 CFR 60-1.4; to make a good faith effort to achieve the goals for each trade participating in the plan in which it has employees; and that the overall good performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan's goals and timetables. If a contractor is not participating in an approved Hometown Plan it shall comply with the specifications set forth in §60-4.3 of this part and with the goals and timetables for the appropriate area as listed in the notice required by 41 CFR 60-4.2 with regard to that trade. For the purposes of this part 60-4, a contractor is not participating in a Hometown Plan for a particular trade if it:

- (1) Ceases to be signatory to a Hometown Plan covering that trade;
- (2) Is signatory to a Hometown Plan for that trade but is not party to a collective bargaining agreement for that trade;
- (3) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with labor organizations which are not or cease to be signatories to the same Hometown Plan for that trade;

(4) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade but the two have not jointly executed a specific commitment to minority and female goals and timetables and incorporated the commitment in the Hometown Plan for that trade;

(5) Is participating in a Hometown Plan for that trade which is no longer acceptable to the Office of Federal Contract Compliance Programs;

(6) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade and the labor organization and the contractor have failed to make a good faith effort to comply with their obligations under the Hometown Plan for that trade.

(b) Contractors participating in Hometown Plans must be able to demonstrate their participation and document their compliance with the provision of the Hometown Plan.

[43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978]

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§60-4.6 Goals and timetables.

The Director, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate workforce, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be published as notices in the FEDERAL REGISTER, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.

[45 FR 65978, Oct. 3, 1980]

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§60-4.7 Effect on other regulations.

The regulations in this part are in addition to the regulations contained in this chapter which apply to construction contractors and subcontractors generally. See particularly, 41 CFR 60-1.4 (a), (b), (c), (d), and (e); 60-1.5; 60-1.7; 60-1.8; 60-1.26; 60-1.29; 60-1.30; 60-1.32; 60-1.41; 60-1.42; 60-1.43; and 41 CFR part 60-3; part 60-20; part 60-30; part 60-40; and part 60-50.

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§60-4.8 Show cause notice.

If an investigation or compliance review reveals that a construction contractor or subcontractor has violated the Executive order, any contract clause, specifications or the regulations in this chapter and if administrative enforcement is contemplated, the Director shall issue to the contractor or subcontractor a notice to show cause which shall contain the items specified in paragraphs (i) through (iv) of 41 CFR 60-2.2(c)(1). If the contractor does not show good cause within 30 days, or in the alternative, fails to enter an acceptable conciliation agreement which includes where appropriate, make up goals and timetables, back pay, and seniority relief for affected class members, the OFCCP shall follow the procedure in 41 CFR 60-1.26(b): *Provided*, That where a conciliation agreement has been violated, no show cause notice is required prior to the initiation of enforcement proceedings.

[43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978]

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§60-4.9 Incorporation by operation of the order.

By operation of the order, the equal opportunity clause contained in §60-1.4, the Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) contained in §60-4.2, and the Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) contained in §60-4.3 shall be deemed to be a part of every solicitation or of every contract and subcontract, as appropriate, required by the order and the regulations in this chapter to include such clauses whether or not they are physically incorporated in such solicitation or contract and whether or not the contract is written.

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Equal Employment Opportunity is

THE LAW

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

“EEO is the Law” Poster Supplement

Employers Holding Federal Contracts or Subcontracts Section Revisions

The Executive Order 11246 section is revised as follows:

RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits employment discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

PAY SECRECY

Executive Order 11246, as amended, protects applicants and employees from discrimination based on inquiring about, disclosing, or discussing their compensation or the compensation of other applicants or employees.

The Individuals with Disabilities section is revised as follows:

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals with disabilities from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship to the employer. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

The Vietnam Era, Special Disabled Veterans section is revised as follows:

PROTECTED VETERANS

The Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits employment discrimination against, and requires affirmative action to recruit, employ, and advance in employment, disabled veterans, recently separated veterans (i.e., within three years of discharge or release from active duty), active duty wartime or campaign badge veterans, or Armed Forces service medal veterans.

Mandatory Supplement to EEOC P/E-1 (Revised 11/09) “EEO is the Law” Poster:

If you believe that you have experienced discrimination contact OFCCP: 1-800-397-6251 | TTY 1-877-889-5627 | www.dol.gov.

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EMPLOYEE RIGHTS

EMPLOYEE POLYGRAPH PROTECTION ACT

The Employee Polygraph Protection Act prohibits most private employers from using lie detector tests either for pre-employment screening or during the course of employment.

PROHIBITIONS Employers are generally prohibited from requiring or requesting any employee or job applicant to take a lie detector test, and from discharging, disciplining, or discriminating against an employee or prospective employee for refusing to take a test or for exercising other rights under the Act.

EXEMPTIONS Federal, State and local governments are not affected by the law. Also, the law does not apply to tests given by the Federal Government to certain private individuals engaged in national security-related activities.

The Act permits polygraph (a kind of lie detector) tests to be administered in the private sector, subject to restrictions, to certain prospective employees of security service firms (armored car, alarm, and guard), and of pharmaceutical manufacturers, distributors and dispensers.

The Act also permits polygraph testing, subject to restrictions, of certain employees of private firms who are reasonably suspected of involvement in a workplace incident (theft, embezzlement, etc.) that resulted in economic loss to the employer.

The law does not preempt any provision of any State or local law or any collective bargaining agreement which is more restrictive with respect to lie detector tests.

EXAMINEE RIGHTS Where polygraph tests are permitted, they are subject to numerous strict standards concerning the conduct and length of the test. Examinees have a number of specific rights, including the right to a written notice before testing, the right to refuse or discontinue a test, and the right not to have test results disclosed to unauthorized persons.

ENFORCEMENT The Secretary of Labor may bring court actions to restrain violations and assess civil penalties against violators. Employees or job applicants may also bring their own court actions.

THE LAW REQUIRES EMPLOYERS TO DISPLAY THIS POSTER WHERE EMPLOYEES AND JOB APPLICANTS CAN READILY SEE IT.

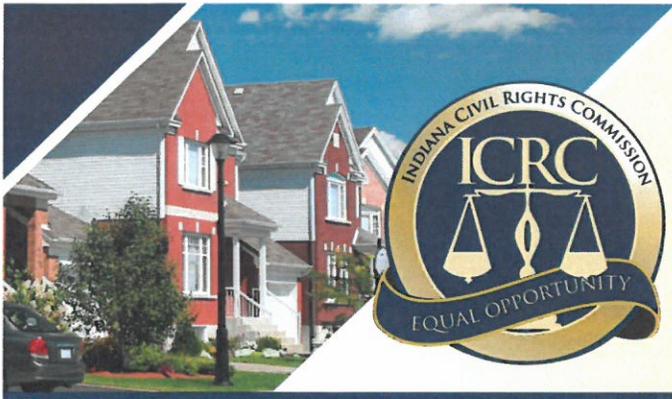


WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



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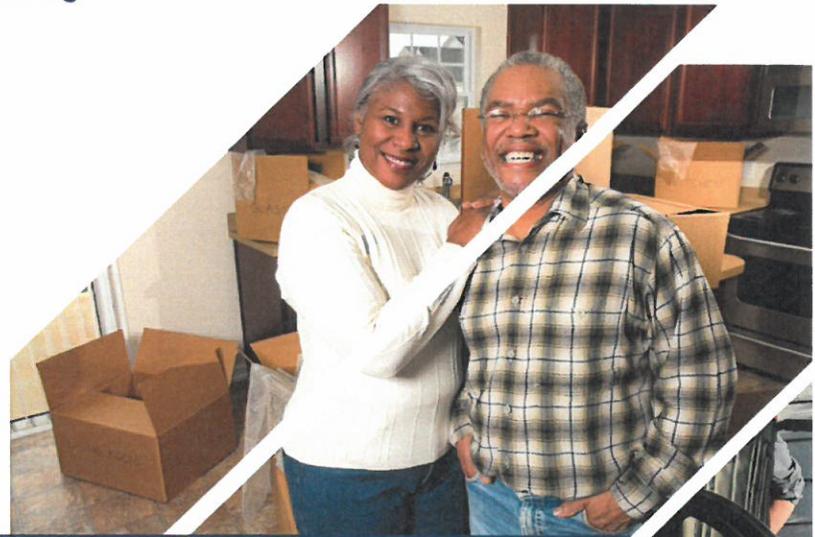
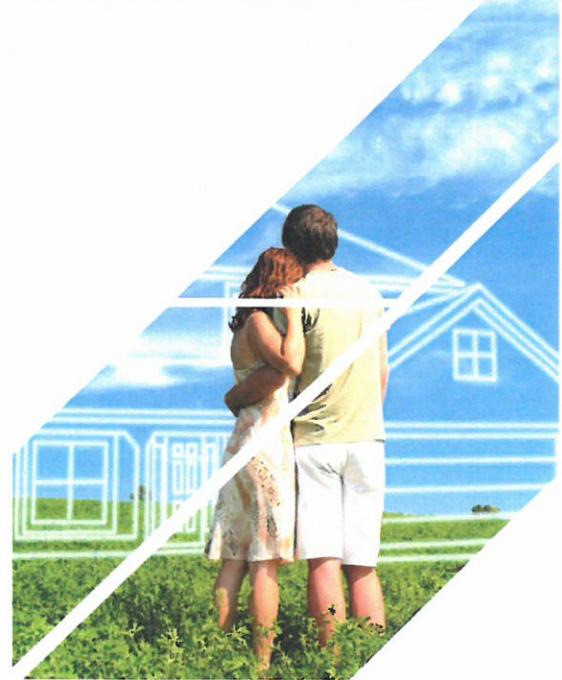
Fair Housing is the Law

The Indiana Fair Housing Act (IFHA) makes it illegal to discriminate in the provision of housing and housing-related transactions based on:

Race | Color | Sex | Disability | Religion
National Origin | Familial Status (*having children under 18*)

This includes:

- Rental or purchase of a dwelling**
- Purchase of vacant land intended for housing**
- Provision of loans for purchase or improvement of housing**
- Advertisement and marketing of housing**
- Provision of homeowners or renters insurance**
- Appraisal of property**
- Membership in real estate associations or brokerage services**
- Denial of reasonable accommodation/ modification for persons with a disability**



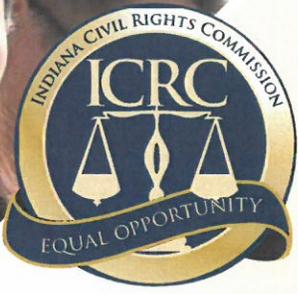
Contact Us

Indiana Civil Rights Commission
100 North Senate Avenue, Room N103
Indianapolis, IN 46204

Office: (317)232-2600 | Toll Free: (800) 628-2909
Hearing Impaired: (800) 743-3333 | Fax: (317) 232-6580
E-mail: icrc@crc.in.gov | Website: www.in.gov/icrc



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Equal Employment Opportunity is the Law

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations with six or more persons are protected under State and Federal law from discrimination on the following bases:

Race | Color | Sex | Disability | Ancestry | Religion | National Origin | Veteran Status

This includes:

Discriminatory hiring, firing, training, discipline, compensation, promotion and other terms or conditions of employment

Denial of equal benefits or privileges

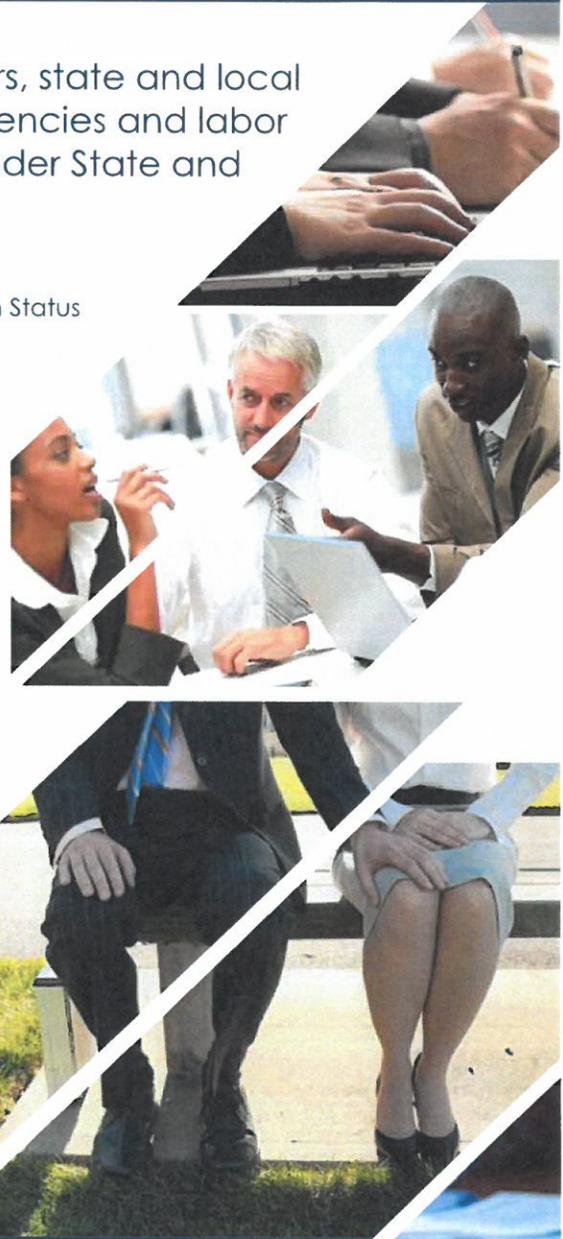
Denying a reasonable accommodation to a qualified individual with a disability or an employee with deeply held religious beliefs

Conducting medical examinations (except in limited circumstances)

Harassing employees because of their membership in a protected class

Retaliating against a person for filing a complaint, testifying at a hearing or assisting in an investigation

Failing to hire an applicant based on their status as a veteran



Contact Us

Indiana Civil Rights Commission
100 North Senate Avenue, Room N103
Indianapolis, IN 46204

Office: (317)232-2600 | Toll Free: (800) 628-2909
Hearing Impaired: (800) 743-3333 | Fax: (317) 232-6580
E-mail: icrc@crc.in.gov | Website: www.in.gov/icrc

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OSHA[®]
Occupational Safety
and Health Administration

Job Safety and Health IT'S THE LAW!

All workers have the right to:

- A safe workplace.
- Raise a safety or health concern with your employer or OSHA, or report a work-related injury or illness, without being retaliated against.
- Receive information and training on job hazards, including all hazardous substances in your workplace.
- Request an OSHA inspection of your workplace if you believe there are unsafe or unhealthy conditions. OSHA will keep your name confidential. You have the right to have a representative contact OSHA on your behalf.
- Participate (or have your representative participate) in an OSHA inspection and speak in private to the inspector.
- File a complaint with OSHA within 30 days (by phone, online or by mail) if you have been retaliated against for using your rights.
- See any OSHA citations issued to your employer.
- Request copies of your medical records, tests that measure hazards in the workplace, and the workplace injury and illness log.

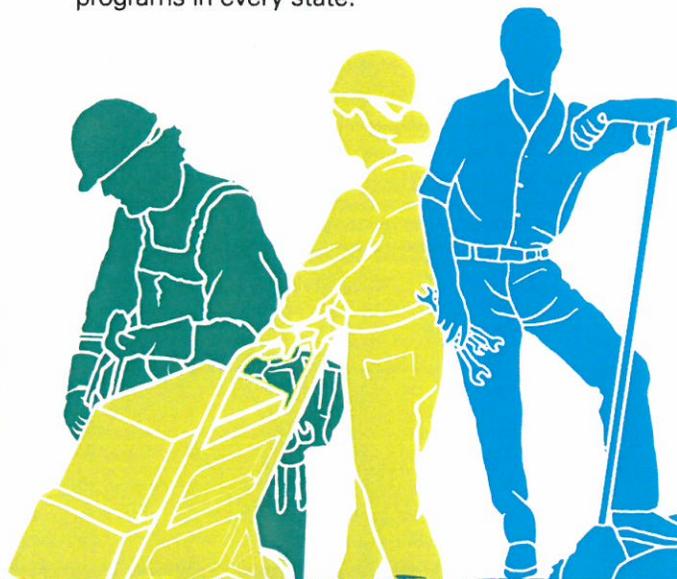
This poster is available free from OSHA.

Contact OSHA. We can help.

Employers must:

- Provide employees a workplace free from recognized hazards. It is illegal to retaliate against an employee for using any of their rights under the law, including raising a health and safety concern with you or with OSHA, or reporting a work-related injury or illness.
- Comply with all applicable OSHA standards.
- Report to OSHA all work-related fatalities within 8 hours, and all inpatient hospitalizations, amputations and losses of an eye within 24 hours.
- Provide required training to all workers in a language and vocabulary they can understand.
- Prominently display this poster in the workplace.
- Post OSHA citations at or near the place of the alleged violations.

FREE ASSISTANCE to identify and correct hazards is available to small and medium-sized employers, without citation or penalty, through OSHA-supported consultation programs in every state.



1-800-321-OSHA (6742) • TTY 1-877-889-5627 • www.osha.gov

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EMPLOYEE RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



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**EQUAL HOUSING
OPPORTUNITY**

**We Do Business in Accordance With the Federal Fair
Housing Law**

(The Fair Housing Amendments Act of 1988)

**It is Illegal to Discriminate Against Any Person
Because of Race, Color, Religion, Sex,
Handicap, Familial Status, or National Origin**

In the sale or rental of housing or
residential lots

In the provision of real estate
brokerage services

In advertising the sale or rental
of housing

In the appraisal of housing

In the financing of housing

Blockbusting is also illegal

**Anyone who feels he or she has been
discriminated against may file a complaint of
housing discrimination:**

**1-800-669-9777 (Toll Free)
1-800-927-9275 (TTY)
www.hud.gov/fairhousing**

**U.S. Department of Housing and
Urban Development
Assistant Secretary for Fair Housing and
Equal Opportunity
Washington, D.C. 20410**

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How to Correctly Fill Out a WH-347 Payroll Form

The completion of the WH-347 Payroll Form is optional; contractors may utilize their own payroll system as long as it conforms to the WH-347 Payroll Form and contains all the necessary information. If you utilize WH-347 Payroll Form as a pdf, saving it electronically aids in making any needed corrections.

Check one of the boxes and list name of contractor or subcontractor

The last day of the payroll period.

Fill out completely with contractor or subcontractor address

Payrolls must be numbered sequentially and should be based on the weeks worked under a contract.

Indicate the days and dates of the pay period. (should match week ending directly above)

The prime contractor should include the project number as listed in the loan

The name and location of project.



U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL
(For Contractor's Optional Use; See instructions at www.dol.gov/esa/whd/forms/wh-347instr.htm)
Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



WHEDA
U.S. Wage and Hour Division
Rev. Dec. 2008

NAME OF CONTRACTOR OR SUBCONTRACTOR
Sample Construction Company

ADDRESS 385 West Drive, Madison WI 53703

OMB No.: 1215-0149
Expires: 12/31/2011

PROJECT OR CONTRACT NO.
3000

PAYROLL NO. 8	NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g. LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER Alex Driver - ###	WORK CLASSIFICATION Power Equipment Operator Bull Dozer Group 12	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES FOR WEEK		
			Sun	Mon	Tue	Wed	Thurs	Frid	Sat				State withholding tax	Medicare	OTHER DEDUCTIONS			
			18	19	20	21	22	23	24	2.00	\$62.83	\$125.66	\$185.15	\$156.97	\$50.31	\$85.00	\$24.43	\$1,374.03
			8.00	9.00	5.00	6.00				27.50	\$1,374.03	\$2,012.46						

List each worker's name.

Only laborers and mechanics performing construction work under the contract should be listed.

Please note: Business Owners need only include their name, work classification including "owner" and the daily total hours worked.

Specify the job classification located in the contract wage decision and/or the corresponding job title.

List hourly wage rate and fringes paid in cash (not those paid to plans)

(For Contractors' Optional Use) See instructions at www.dol.gov/esa/whd/forms/wh347instr.htm
Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



Specify the net amount paid to the employee for the pay

Specify the total overtime and straight time hours worked on the project.

Must accurately reflect overtime and straight time hours worked under the contract.

Specify the gross earnings for the hours worked under the contract.

NAME AND INDIVIDUAL IDENTIFYING NUMBER (6, 9, LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER OF WORKER)	WORK CLASSIFICATION	(4) DAY AND DATE							TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	FICA	MEDICAID	DEDUCTIONS	TOTAL DEDUCTIONS	NET WAGES PAID FOR WEEK
		Sun	Mon	Tue	Wed	Thurs	Frid	Sat								
Alex Driver - ####	Power Equipment Operator Bull Dozer Group 2							3.00	\$62.83	\$1,422.84	\$161.00			\$538.43	\$1,374.03	
Jason Worker - ####	General Laborer							4.00	\$45.20	\$1,702.78	\$136.06			\$47.71	\$1,233.07	
Shawn Worker - ####	Carpenter							1.50	\$60.19	\$1,702.78	\$136.06			\$47.19	\$1,406.18	
	Apprentice Carpenter 1st 6 mo. at 40%							4.00	\$32.72	\$1,887.49	\$85.18			\$26.62	\$757.01	
	Plumber							4.00	\$17.21	\$1,064.72	\$85.18			\$307.71	\$757.01	
Roy Wrench - ####	Steamfitter							20.00	\$67.88	\$1,004.80	\$163.46			\$48.16	\$1,563.04	
								20.00	\$34.41	\$2,043.20	\$163.46			\$51.08	\$480.16	
Bart Turner - ####	Power Equipment Operator Rotary Drill Group 4							24.00	\$60.80	\$719.28	\$115.93			\$35.98	\$415.93	
								24.00	\$29.97	\$1,439.20	\$115.93			\$35.98	\$1,023.27	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to furnish weekly a statement with respect to the wages paid each 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" showing the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information for compliance with the Davis-Bacon Act.

Public Burden Statement

If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter the gross amount earned on this contract in the top half of column 7. Enter the gross amount earned during the week for all projects in the bottom half.

Alex Driver worked 29.5 hours on this contract and 12.5 hours on another contract. The gross wages earned on this project, \$1,422.84, is entered in the top half of column 7. The gross wages earned on all projects, \$2,012.46, is entered in the

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER OF WORKER)	(2) JOB IDENTIFYING NUMBER	(3) WORK CLASSIFICATION	(4) DAY AND DATE							TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	DEDUCTIONS				NET WAGES PAID FOR WEEK		
			HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	State with- holding tax	Medicare		OTHER	TOTAL DEDUCTIONS
			Sun	Mon	Tue	Wed	Thu	Fri	Sat										
Alex Driver - ####	2	Power Equipment Bull Dozer Group 2								2.00	\$62.83	\$1,422.84	\$61.00	\$156.97	\$50.31	\$85.00	\$638.43	\$1,374.03	
Jason Worker - ####	2	General Laborer								4.00	\$40.70	\$2,012.46	\$35.06	\$132.66	\$42.52	\$467.71	\$1,233.07		
Sharon Wood - ####	3	Carpenter								1.50	\$60.19	\$1,700.78	\$151.00	\$154.77	\$47.19	\$481.31	\$1,406.18		
Reggie Tree - ####	1	Apprentice Carpenter 1st 6 mo. at 40%								40.00	\$32.72	\$1,064.72	\$85.18	\$105.41	\$90.50	\$307.71	\$757.01		
Roy Wrench - ####	5	Plumber								20.00	\$67.88	\$1,004.80	\$163.46	\$147.11	\$118.51	\$480.16	\$1,563.04		
Roy Wrench - ####	5	Steamfitter								20.00	\$69.13	\$1,038.40	\$115.41	\$142.48	\$35.98	\$415.53	\$1,023.27		
Bart Turner - ####	1	Power Equipment Rotary Drill Group 4								24.00	\$60.80	\$719.28	\$115.41	\$142.48	\$35.98	\$415.53	\$1,023.27		

If an employee performs multiple work classifications under the contract, use two or more lines to distinguish the different job classifications, hours worked, and hourly wage earned for each.

Combine the two classifications when recording the gross amount earned for this pay period, deductions, and net wages.

A registered apprentice performing work under a contract must be reported. The payroll must include the current pay scale & provide a copy of the apprenticeship agreement.

Provide explanation of "other" deductions on signatory page.

PAYROLL

Optional Use; See instructions at www.dol.gov/esa/whd/forms/wh347 to respond to the collection of information unless it displays a currently valid OMB control number.



ADDRESS 385 West Drive, Madison WI 53703
 PROJECT OR CONTRACT NO. 3000

PROJECT AND LOCATION
 Robin Street Apartments, Delafield WI 53018

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER OF WORKER)	(2) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK
		Sun	Mon	Tue	Wed	Thu	Frid	Sat				FICA	WITH- HOLDING TAX	State with Holding Tax	
Alex Driver - #####	Power Equipment Bull Dozer Group 2							2.00	\$62.83	\$1,422.84	\$161.00	\$156.97	\$50.31	\$85.00	\$1,374.03
Jason Worker - #####	General Laborer							4.00	\$49.20	\$2,012.46	\$136.06	\$132.66	\$42.52	\$467.71	\$1,233.07
Sharon Wood- #####	Carpenter							40.00	\$60.19	\$1,887.49	\$151.00	\$128.35	\$47.19	\$481.31	\$1,406.18
Reggie Tree - #####	Apprentice Carpenter 1st 6 mo. at 40%							40.00	\$32.72	\$1,064.72	\$85.18	\$90.50	\$26.62	\$307.71	\$737.01
Roy Wrench - #####	Plumber							20.00	\$67.88	\$1,004.80	\$163.46	\$118.51	\$51.08	\$480.16	\$1,563.04
Roy Wrench - #####	Stearnfitter							20.00	\$69.13	\$1,038.40	\$115.14	\$122.33	\$35.98	\$415.93	\$1,023.27
Bart Turner - #####	Power Equipment Rotary Drill Group 4							24.00	\$60.80	\$2,043.20	\$115.14	\$142.48	\$35.98	\$415.93	\$1,023.27

While completion of Form WH-347 is required, the contractor is not required to file this form with the Department of Labor. The contractor is required to file this form with the Department of Labor if it is a contractor for a federal contractor or subcontractor. The contractor is required to file this form with the Department of Labor if it is a contractor for a federal contractor or subcontractor. The contractor is required to file this form with the Department of Labor if it is a contractor for a federal contractor or subcontractor.

We estimate that it will take approximately 15 minutes to complete this form. If you have any comments regarding this form, please contact the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Fringe benefits are not paid as cash to Bart Turner: explanation is included under "(c) exceptions" on signatory page.

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Applicability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

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

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

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

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

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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

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

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

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

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

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

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

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

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

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

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

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

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

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

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

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

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

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STATEMENT OF COMPLIANCE

Date _____

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

(1) That I pay or supervise the payment of the persons employed by _____ on the
(Contractor or Subcontractor)
_____ that during the payroll commencing on the
(Building or work)

_____ day of _____ and ending the _____ day of _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Contractor or Subcontractor from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat., 948.63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

Remarks _____

Name and Title _____ Signature _____

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

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Contractor's Certification

Concerning Labor Standards and Prevailing Wage Requirements

This is to certify that: _____

(Contractor's Company Name & Address)

has executed a contract with _____
(Grantee)

for the construction of _____
(Project)

identified as Project Number _____ and acknowledges that:
(Grant #)

- 1. The Federal Labor Standards Provisions (HUD-4010) are attached to the contract;
- 2. Correction of any infractions of the Federal Labor Standards Provisions, including infractions by any subcontractor or lower tier subcontractor is this contractor's responsibility;
- 3. Neither this contractor, any subcontractor or any affiliates have been declared ineligible to participate in federally funded construction projects;
- 4. Contractor agrees to obtain and forward to the Grantee or Grantee's Representative within ten (10) days after the execution of any subcontract, a Subcontractor's Certification concerning Federal Labor Standards Provisions and Prevailing Wage requirements.

Contractor's Federal ID# (or SSN) _____

Type of Entity (Check One) Single Proprietorship Partnership
 Corporation Other Organization

List below the name, title and address of the owner, partner, or officers of the entity:

Name	Title	Address
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature of Owner or Officer: _____

Date Signed: _____

Telephone Number: _____

This form is no longer required by the U.S. Department of Housing and Urban Development but is required by OCRA on federally funded construction projects.

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Subcontractor's Certification
Concerning Labor Standards and Prevailing Wage Requirements

This is to certify that: _____
(Subcontractor's Name & Address)

has executed a subcontract with _____
(Prime Contractor)

in the amount of \$ _____ for _____
(Nature of Work)

on Project Number _____ and acknowledges that:
(Grant #)

- 1. The Federal Labor Standards Provisions (HUD-4010) are attached to the contract;
- 2. Neither this subcontractor or any second or third tier subcontractors or any affiliates have been declared ineligible to participate in federally funded construction projects;
- 3. Contractor agrees to provide this completed document to the Prime Contractor within ten (10) days after the execution of any subcontract and to adhere to the Federal Labor Standards Provisions in the execution of this subcontract.

Subcontractor is a:
Type of entity: (Check one) _____ Single Proprietorship _____ Partnership
_____ Corporation _____ Other Organization

List below the name, title and address of the owner, partner, or officers of the entity:

Name	Title	Address
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature of Owner or Officer of the Subcontractor: _____

Date Signed: _____

Telephone Number: _____

This form is no longer required by the U.S. Department of Housing and Urban Development but is required by OCRA on federally funded construction projects.

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Section 3 Compliance Form

(Submit this form within 30 days of the Project's Completion.)

General Information

Grantee:	Grant Number:
Contractor:	

Project Information

1. Does the project involve any contracts that exceed \$100,000?	
	<input type="checkbox"/> Yes. Section 3 applies to the Grantee, its subrecipient (if applicable), and contractors with contracts exceeding \$100,000 or subcontracts. (Complete remainder of form.)
	<input type="checkbox"/> No. Section 3 applies to the Grantee and its subrecipient (if applicable). (Complete remainder of form with respect to these entities.)
2. Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low and very low income persons, particularly those who are recipients of government assistance for housing (check all that apply):	
	<input type="checkbox"/> Attempted to recruit low-income residents through local advertising media, signs prominently displayed at the project site, contracts with community organizations and public or private agencies operating within the metropolitan area or nonmetropolitan county in which the Section 3 covered program or project is located or similar methods.
	<input type="checkbox"/> Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to housing developments where low and very low income persons (as these terms are defined in Sec. 135.34) reside.
	<input type="checkbox"/> Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where low and very low income persons reside, and community organizations in HUD assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.
	<input type="checkbox"/> Other. Describe:

Form Continued

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Grantee:	Grant Number:
Contractor:	

3. The date reported to OCRA in this section must be a compilation of information throughout the grant time frame pertaining to the Grantee and each applicable contractor or subcontractor (including a subrecipient or grant administrator, if applicable).

Job Category	Number of New Hires	Number of New Hires that are Section 3 Residents	% of Aggregate Number of Staff Hours or New Hires that are Section 3 Residents	% of Total Staff Hours for Section 3 Employees and Trainees	Number of Section 3 Trainees
Professional					
Technician					
Office/Clerical					
Construction by Trade: (List)					
Trade:					
Other:					

Signature of Contractor:	
Name of Contractor:	
Date:	

Signature of Chief Elected Official:	
Name of Chief Elected Official:	
Date:	

Instructions

Number 2. Grantee and Contractor must describe all attempts made to contract with Section 3 business concerns and to hire Section 3 residents if jobs were made available.

Column A: Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e. supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of “Other” includes occupations such as service workers.

Column B: (Mandatory Field) Enter the number of new hires for each category of workers identified in **Column A** in connection with this award. New hire refers to a person who is not on the contractor’s or recipient’s payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column C: (Mandatory Field) Enter the number of Section 3 new hires for each category of workers identified in **Column A** in connection with this award. Section 3 new hire refers to a Section 3 resident who is not on the contractor’s or recipient’s payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column D: Enter the percentage of all the staff hours of new hires (Section 3 residents) in connection with this award.

Column E: Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this award. Include staff hours for part-time and full-time positions.

Column F: (Mandatory Field) Enter the number of Section 3 residents that were trained in connection with this award.

"General Decision Number: IN20200006 06/12/2020

Superseded General Decision Number: IN20190006

State: Indiana

Construction Types: Heavy and Highway

Counties: Adams, Allen, Bartholomew, Benton, Blackford,
Boone, Brown, Carroll, Cass, Clark, Clay, Clinton, Crawford,
Daviess, Dearborn, Decatur, DeKalb, Delaware, Dubois, Elkhart,
Fayette, Floyd, Fountain, Franklin, Fulton, Gibson, Grant,
Greene, Hamilton, Hancock, Harrison, Hendricks, Henry, Howard,
Huntington, Jackson, Jasper, Jay, Jefferson, Jennings, Johnson,
Knox, Kosciusko, Lagrange, Lawrence, Madison, Marion, Marshall,
Martin, Miami, Monroe, Montgomery, Morgan, Newton, Noble, Ohio,
Orange, Owen, Parke, Perry, Pike, Posey, Pulaski, Putnam,
Randolph, Ripley, Rush, Scott, Shelby, Spencer, Starke,
Steuben, Sullivan, Switzerland, Tippecanoe, Tipton, Union,
Vanderburgh, Vermillion, Vigo, Wabash, Warren, Warrick,
Washington, Wayne, Wells, White and Whitley Counties in Indiana.

* EXCEPT LAKE, LAPORTE, PORTER AND ST. JOSEPH COUNTIES HEAVY
AND HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage
of \$10.80 for calendar year 2020 applies to all contracts
subject to the Davis-Bacon Act for which the contract is

awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0	01/03/2020
1	01/24/2020
2	02/07/2020
3	02/14/2020
4	02/21/2020

- 5 04/03/2020
- 6 05/01/2020
- 7 05/15/2020
- 8 06/05/2020
- 9 06/12/2020

* ASBE0008-004 03/01/2020

DEARBORN, FAYETTE, FRANKLIN, OHIO, RIPLEY SWITZERLAND AND UNION
COUNTIES

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings & finishings to all types of mechanical systems).....\$ 30.07	18.75	
HAZARDOUS MATERIAL HANDLER (Includes preparation, wettings, stripping, removal, scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....\$ 25.00	13.70	

ASBE0017-008 06/01/2019

NEWTON COUNTY:

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 50.50	27.80
HAZARDOUS MATERIAL HANDLER (INCLUDES PREPARATION, WETTING, STRIPPING REMOVAL SCRAPPING, VACUUMING, BAGGING AND DISPOSAL OF ALL INSULATION MATERIALS, WHETHER THEY CONTAIN ASBESTOS OR NOT, FROM MECHAINCAL SYSTEMS).....	\$ 37.80	24.54

ASBE0018-005 06/01/2019

BROWN, BARTHOLOMEW, BENTON, BOONE, CARROLL, CASS, CLAY,
CLINTON, DECATUR, DELAWARE, ELKHART. FOUNTAIN, FULTON, GREENE,
HAMILTON, HANCOCK, HENDRICKS, HENRY, HOWARD, JASPER, JOHNSON,
KOSCIUSKO, LAGRANGE, MARSHALL, MADISON, MARION, MONROE,
MONTGOMERY, MORGAN, OWEN, PARKE, PULASKI, PUTNAM, RUSH, SHELBY,
STARKE, TIPPECANOE, TIPTON, VERMILLION, VIGO, WARREN and WHITE
Counties

Rates Fringes

ASBESTOS WORKER/HEAT & FROST
 INSULATOR (includes
 application of all insulating
 materials, protective
 coverings, coatings and
 finishings to all types of
 mechanical systems).....\$ 32.20 21.38

HAZARDOUS MATERIAL HANDLER
 (includes preparation,
 wettings, stripping, removal,
 scrapping, vacuuming, bagging
 & disposing of all
 insulation materials, whether
 they contain asbestos or not,
 from mechanical systems).....\$ 23.00 14.40

 * ASBE0037-004 04/02/2020

DAVISS, DUBOIS, GIBSON, KNOX, MARTIN, PIKE, POSEY, SPENCER,
 SULLIVAN, VANDERBURGH AND WARRICK COUNTIES

Rates Fringes

ASBESTOS WORKER/HEAT & FROST
 INSULATOR (includes
 application of all insulating
 materials protective

coverings, coatings and finishes to all types of mechanical systems. Also the application of firestopping, material openings and penetrations in walls, floors, ceilings, curtain walls and all lead abatement.)...\$ 31.36 20.62

HAZARDOUS MATERIAL HANDLER
 (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....\$ 23.00 14.40

 ASBE0041-002 07/01/2019

ADAMS, ALLEN, BLACKFORD, DE KALB, GRANT, HUNTINGTON, JAY,
 MIAMI, NOBLE, STEUBEN, WABASH, WELLS AND WHITLEY COUNTIES:

Rates Fringes

ASBESTOS WORKER/HEAT & FROST
 INSULATOR (includes application of all insulating materials, protective

coverings, coatings and
finishings to all types of
mechanical systems).....\$ 29.50 16.89

HAZARDOUS MATERIAL HANDLER
(includes preparation,
wettings, stripping, removal,
scrapping, vaccuming, bagging
& disposing of all insulation
materials, whether they
contain asbestos or not, from
mechanical systems).....\$ 23.00 14.40

ASBE0051-003 03/01/2020

CLARK, CRAWFORD, FLOYD, HARRISON, JACKSON, JEFFERSON, JENNINGS,
LAWRENCE, ORANGE, PERRY, SCOTT, and WASHINGTON Counties

Rates Fringes

ASBESTOS WORKER/HEAT & FROST
INSULATOR (Includes
application of all insulating
materials, protective
coverings, coatings and
finishings to all types of
mechanical systems).....\$ 25.81 17.19

HAZARDOUS MATERIAL HANDLER
(includes preparation,

wettings, stripping, removal,
 scrapping, vaccuming, bagging
 & disposing of all insulation
 materials, whether they
 contain asbestos or not, from
 mechanical systems).....\$ 19.80 13.30

ASBE0079-002 07/01/2017

RANDOLPH AND WAYNE COUNTIES

Rates Fringes

ASBESTOS WORKER/HEAT & FROST
 INSULATOR (Includes
 application of all insulating
 materials, protective
 coverings, coatings &
 finishings to all types of
 mechanical systems).....\$ 22.25 8.89

HAZARDOUS MATERIAL HANDLER
 (Includes preparation,
 wetting, stripping, removal,
 scrapping, vaccuming, bagging
 & disposing of all insulation
 materials, whether they
 contain asbestos or not, from
 mechanical systems)).....\$ 25.00 13.70

BRIN0003-001 06/01/2019

INDIANAPOLIS

BOONE, HANCOCK, HENDRICKS, JOHNSON, MARION, MONTGOMERY, MORGAN
and SHELBY COUNTIES

	Rates	Fringes
Bricklayer, Stone Mason, Pointer, Caulking.....	\$ 32.16	14.35
TERRAZZO FINISHER.....	\$ 20.23	10.26
TERRAZZO WORKER/SETTER.....	\$ 32.27	14.02
Tile & Marble Finisher.....	\$ 21.02	9.37
Tile, Marble Setter.....	\$ 31.61	13.92

BRIN0004-004 06/01/2019

FORT WAYNE

ADAMS, ALLEN, DEKALB, HUNTINGTON, NOBLE, STEUBEN, WELLS AND
WHITLEY COUNTIES:

	Rates	Fringes
BRICKLAYER (STONE MASON, MARBLE MASONS, POINTER, CLEANER, AND CAULKER).....	\$ 30.37	16.23
Terrazzo Grinder Finisher.....	\$ 27.00	12.74

Terrazzo Worker Mechanic.....	\$ 31.00	16.42
Tile Setter & Marble Mason		
Mechanic.....	\$ 26.88	14.26
Tile, Marble & Terrazzo		
Finisher.....	\$ 23.63	12.34

BRIN0004-005 06/01/2017

CRAWFORD, DUBOIS, PERRY, POSEY, SPENCER, VANDERBURGH, and
WARRICK Counties

Rates Fringes

BRICKLAYER.....	\$ 30.00	14.71
TILE FINISHER.....	\$ 20.31	12.00
TILE SETTER.....	\$ 26.69	12.00

BRIN0004-009 06/01/2019

BARTHOLOMEW, BROWN, DEARBORN, DECATUR, JENNINGS, MONROE, OHIO,
OWENS, RIPLEY and SWITZERLAND COUNTIES

Rates Fringes

Bricklayer, Stonemason.....	\$ 29.01	14.32
TERRAZZO FINISHER.....	\$ 20.23	10.26
TERRAZZO WORKER/SETTER.....	\$ 32.27	14.02

Tile & Marble Finisher.....	\$ 21.02	9.37
Tile, Marble Setter.....	\$ 31.61	13.92

BRIN0004-010 06/01/2019

CLARK, FLOYD, and HARRISON Counties

Rates Fringes

BRICKLAYER

BRICKLAYERS, STONEMASONS

AND CEMENT MASONS.....	\$ 28.00	13.92
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BRIN0004-015 08/23/2019

TERRE HAUTE

CLAY, DAVIESS, GIBSON, GREENE, KNOX, MARTIN, PARKE, PIKE,

PUTNAM, SULLIVAN, VERMILLION and VIGO COUNTIES

Rates Fringes

BRICKLAYER

BRICKLAYERS, STONE MASONS

and POINTER/

CLEANER/CAULKER.....	\$ 32.16	14.27
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CEMENT MASON (Greene and

Sullivan Counties).....	\$ 27.78	11.02
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CEMENT MASON (REMAINING

COUNTIES).....	\$ 31.16	14.27
TERRAZO FINISHER.....	\$ 20.23	10.26
TERRAZO WORKER.....	\$ 32.27	14.02
TILE LAYER, MARBLE MASON, MOSAIC WORKER.....	\$ 31.61	13.92

BRIN0004-016 06/01/2019

MUNCIE

BLACKFORD, DELAWARE, FAYETTE, FRANKLIN, HAMILTON, HENRY, JAY,
MADISON, RANDOLPH, RUSH, TIPTON, UNION and WAYNE COUNTIES

Rates Fringes

Bricklayer, Stonemason, Pointer, Caulker & Cleaner.....	\$ 30.78	16.07
TERRAZO FINISHER.....	\$ 20.23	10.26
TERRAZO WORKER/SETTER.....	\$ 32.27	14.02
Tile & Marble Finisher.....	\$ 21.02	9.37
Tile & Marble Setter; Mosaic Worker.....	\$ 31.17	13.01

BRIN0006-001 06/01/2019

JASPER, NEWTON & STARKE COUNTIES

Rates Fringes

BRICKLAYER (Including
 Stonemason, and Pointer,
 Caulker & Cleaner).....\$ 38.12 24.40
 Tile, Marble & Terrazzo Worker...\$ 37.05 21.64

BRIN0011-001 06/01/2019

LAFAYETTE

BENTON, CARROLL, CLINTON, FOUNTAIN, TIPPECANOE, WARREN and
 WHITE COUNTIES

Rates Fringes

Bricklayer, Stonemason,
 Pointer, Caulker & Cleaner.....\$ 29.62 17.05
 TERRAZZO FINISHER.....\$ 20.23 10.26
 TERRAZZO WORKER/SETTER.....\$ 32.27 14.02
 Tile & Marble Finisher.....\$ 21.02 9.37
 Tile & Marble Setter; Mosaic
 Worker.....\$ 31.61 13.92

BRIN0018-002 06/01/2019

CASS, ELKHART, FULTON, GRANT, HOWARD, KOSCUISKO, LAGRANGE,
 MARSHALL, MIAMI, PULASKI, WABASH

Rates Fringes

Bricklayer, Caulker, Cleaner,
Pointer.....\$ 29.49 16.77

CARP0002-023 04/01/2019

DEARBORN, JACKSON, JENNINGS, OHIO, RIPLEY AND SWITZERLAND
COUNTIES

Rates Fringes

CARPENTER.....\$ 25.91 23.88

CARP0133-001 04/01/2020

BOONE, CLAY, FOUNTAIN, MONROE, MONTGOMERY, MORGAN, OWEN,
PARKE, PUTNAM, VERMILLION AND VIGO COUNTIES

Rates Fringes

CARPENTER.....\$ 27.75 22.73

CARP0133-003 04/01/2020

HAMILTON, HANCOCK, HENDRICKS, JOHNSON (Townships of Clark, Camp
Atterbury north of Hospital Road, Pleasant, White River), and
MARION Counties

Rates Fringes

CARPENTER.....\$ 28.86 22.73

CARP0175-004 04/01/2020

CLARK, FLOYD, HARRISON, JEFFERSON, SCOTT AND WASHINGTON COUNTIES

Rates Fringes

CARPENTER.....\$ 25.34 24.48

CARP0215-002 04/01/2020

BENTON, CARROLL, CLINTON, PULASKI, TIPPECANOE, WARREN AND WHITE
COUNTIES

Rates Fringes

CARPENTER.....\$ 28.88 21.56

CARP0224-011 04/01/2020

CRAWFORD, DUBOIS, PERRY, PIKE, POSEY, SPENCER, VANDERBURGH AND
WARRICK COUNTIES:

Rates Fringes

CARPENTER.....\$ 25.41 24.41

CARP0224-012 04/01/2020

DAVISS, GIBSON, GREENE, KNOX, LAWRENCE, MARTIN, ORANGE AND
SULLIVAN COUNTIES:

Rates Fringes

CARPENTER.....\$ 25.76 24.46

CARP0232-003 04/01/2020

ALLEN, DEKALB, LAGRANGE, NOBLE, STEUBEN and WHITLEY COUNTIES

Rates Fringes

CARPENTER.....\$ 27.81 21.97

CARP0301-001 04/01/2020

BARTHOLOMEW, BROWN,(Camp Atterbury south of Hospital Road),
DECATUR, FRANKLIN, JOHNSON (Townships of Blue River, Franklin,
Hensley, Needham, Nineveh, Union) , RUSH AND SHELBY COUNTIES

Rates Fringes

CARPENTER.....\$ 27.31 22.73

CARP0413-003 04/01/2020

ADAMS, CASS, ELKHART, FULTON, GRANT, HOWARD, HUNTINGTON,
KOSCIUSKO, MARSHALL, MIAMI, TIPTON, WABASH AND WELLS COUNTIES:

Rates Fringes

CARPENTER.....\$ 28.13 21.80

CARP0999-001 06/01/2017

JASPER, NEWTON, AND STARKE COUNTIES

Rates Fringes

CARPENTER.....\$ 37.56 26.42

CARP1016-001 04/01/2020

BLACKFORD, DELAWARE, FAYETTE, HENRY, JAY, MADISON, RANDOLPH,
UNION AND WAYNE COUNTIES

Rates Fringes

CARPENTER.....\$ 27.61 22.73

CARP1076-004 04/01/2016

HAMILTON and MARION Counties, and the following Townships in
JOHNSON County: Camp Atterbury (North of Hospital Rd.), Clark,
Pleasant, and White River

Rates Fringes

MILLWRIGHT.....\$ 26.81 19.28

CARP1076-005 06/01/2017

JASPER, NEWTON, PULASKI, and STARKE Counties

Rates Fringes

MILLWRIGHT.....\$ 37.66 26.42

CARP1076-006 06/01/2018

BARTHOLOMEW, BLACKFORD, BOONE, BROWN, CLAY, DECATUR, DELAWARE,
FAYETTE, FOUNTAIN, FRANKLIN, HAMILTON, HANCOCK, HENDRICKS,
HENRY, JAY, JOHNSON, MADISON, MARION, MONROE, MONTGOMERY,
MORGAN, OWEN, PARKE, PUTNAM, RANDOLPH, RUSH, SHELBY, UNION,

VERMILLION, VIGO, AND WAYNE COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 28.18	22.39

CARP1080-001 06/01/2018

GIBSON, GREENE, POSEY, SULLIVAN, VANDERBURGH and WARRICK
COUNTIES

	Rates	Fringes
MILLWRIGHT		
ZONE 1		
POSEY, VANDERBURGH and		
WARRICK COUNTIES.....	\$ 28.57	23.01
ZONE 2		
GIBSON, GREENE AND		
SULLIVAN COUNTIES.....	\$ 27.29	23.95

ELEC0016-003 04/01/2019

CRAWFORD, DAVIESS, DUBOIS, GIBSON, LAWRENCE, MARTIN, ORANGE,
PERRY, PIKE, POSEY, SPENCER, VANDERBURGH, WARRICK

Rates Fringes

ELECTRICIAN.....\$ 38.02 17.61

ELEC0016-006 06/01/2019

CRAWFORD, DAVIESS, DUBOIS, GIBSON, LAWRENCE, MARTIN, ORANGE,
PERRY, PIKE, POSEY, SPENCER, VANDERBURGH, WARRICK

Rates Fringes

ELECTRICIAN (Communication
Technician Only).....\$ 28.03 15.04

ELEC0071-006 01/02/2019

DEARBORN, OHIO, and SWITZERLAND COUNTIES

Rates Fringes

Line Construction:

Equipment Operator.....\$ 33.62 13.46

Groundman.....\$ 24.17 11.38

Lineman & Cable Splicers....\$ 38.27 14.48

ELEC0153-003 06/01/2020

ELKHART, KOSCIUSKO and MARSHALL COUNTIES

Rates Fringes

Communication Technician.....	\$ 26.50	18.33
ELECTRICIAN.....	\$ 35.25	25.42

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

ELEC0212-002 11/26/2018

DEARBORN, OHIO, and SWITZERLAND COUNTIES

Rates Fringes

ELECTRICIAN (Communication Technician Only).....	\$ 24.35	10.99
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ELEC0212-009 06/03/2019

DEARBORN, OHIO, and SWITZERLAND COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 30.18	18.89

ELEC0305-003 01/01/2020

ADAMS, ALLEN, DE KALB, HUNTINGTON, LAGRANGE, NOBLE, STEUBEN,
WELLS, and WHITLEY COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 33.44	18.14

ELEC0305-004 06/01/2019

ADAMS, ALLEN, DE KALB, HUNTINGTON, LAGRANGE, NOBLE, STEUBEN,
WELLS, and WHITLEY COUNTIES

	Rates	Fringes
ELECTRICIAN (Communication Technician Only).....	\$ 28.00	15.98

ELEC0369-005 05/29/2019

CLARK, FLOYD, HARRISON, JACKSON, JEFFERSON, SCOTT, and
WASHINGTON Counties

	Rates	Fringes
ELECTRICIAN.....	\$ 32.44	17.22

ELEC0481-003 05/27/2019

BARTHOLOMEW, BOONE, DECATUR, HAMILTON, HANCOCK, HENDRICKS,
JENNINGS, JOHNSON, MADISON, MARION, MONTGOMERY, MORGAN, PUTNAM,
RIPLEY, RUSH AND SHELBY COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 34.85	23.03

ELEC0481-004 06/01/2019

BARTHOLOMEW, BOONE, DECATUR, HAMILTON, HANCOCK, HENDRICKS,
JENNINGS, JOHNSON, MADISON, MARION, MONTGOMERY, MORGAN, PUTNAM,
RIPLEY, RUSH AND SHELBY COUNTIES

Rates Fringes

ELECTRICIAN (Communication
Technician Only).....\$ 27.60 15.97

ELEC0531-002 05/27/2019

JASPER, PULASKI, and STARKE COUNTIES

Rates Fringes

ELECTRICIAN.....\$ 40.15 26.45

ELEC0531-003 05/28/2018

JASPER, PULASKI, and STARKE COUNTIES

Rates Fringes

ELECTRICIAN (Communication
Technician Only).....\$ 27.64 13.23

ELEC0538-005 01/01/2020

FOUNTAIN, VERMILLION, and WARREN Counties

Rates Fringes

ELECTRICIAN.....\$ 35.30 21.36

ELEC0538-009 09/01/2018

FOUNTAIN, VERMILLION, and WARREN Counties

	Rates	Fringes
ELECTRICIAN (Communication Technician Only).....	\$ 32.82	16.28

ELEC0668-001 06/01/2019

BENTON, CARROLL, CASS, FULTON, TIPPECANOE and WHITE COUNTIES

	Rates	Fringes
ELECTRICIAN (Communication Technician Only).....	\$ 28.90	14.53

ELEC0668-002 06/01/2018

BENTON, CARROLL, CASS, FULTON, TIPPECANOE and WHITE COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 33.60	18.52

FOOTNOTE: a. PAID HOLIDAYS: New Years Day, Memorial Day,
July 4th, Labor Day, Veterans Day Thanksgiving Day and

Christmas Day

ELEC0697-003 08/26/2019

NEWTON COUNTY

Rates Fringes

ELECTRICIAN (Communication

Technician Only).....\$ 34.00 26.70

ELEC0697-006 05/27/2019

NEWTON COUNTY

Rates Fringes

ELECTRICIAN.....\$ 41.50 29.57

ELEC0702-003 12/30/2019

DUBOIS, GIBSON, PERRY, PIKE, POSEY, SPENCER AND VANDERBURGH
COUNTIES

Rates Fringes

Line Construction:

GROUNDMAN, Class A.....\$ 28.58 29% + 7.75

GROUNDMAN-EQUIPMENT

OPERATOR (All other

equipment).....\$ 36.35 29% + 7.75

HEAVY-EQUIPMENT OPERATOR

(All crawler type

equipment D-4 and larger)...\$ 41.49 29% + 7.75

LINEMAN.....\$ 50.63 29% + 7.75

ELEC0725-007 06/01/2018

BROWN, CLAY, GREENE, KNOX, MONROE, OWEN, PARKE, SULLIVAN AND
VIGO COUNTIES

Rates Fringes

Communication Technician.....\$ 28.10 13.68

Includes the installation, operation, inspection,
maintenance, repair and service of radio, television,
recording, voice sound and vision production and
reproduction apparatus, equipment and appliances used for
domestic, commercial, education, entertainment and private
telephone systems.

ELEC0725-014 03/01/2018

BROWN, CLAY, GREENE, KNOX, MONROW, OWEN, PARKE, SULLIVAN AND
VIGO COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 36.22	19.14

ELEC0855-002 06/01/2018

BLACKFORD, DELAWARE, FAYETTE, FRANKLIN, HENRY, JAY, RANDOLPH,
UNION and WAYNE Counties

	Rates	Fringes
ELECTRICIAN (Communication Technician Only).....	\$ 27.64	14.15

ELEC0855-004 06/01/2019

BLACKFORD, DELAWARE, FAYETTE, FRANKLIN, HENRY, JAY, RANDOLPH,
UNION and WAYNE Counties

	Rates	Fringes
ELECTRICIAN.....	\$ 32.76	17.40

ELEC0873-001 06/01/2018

CLINTON, GRANT, HOWARD, MIAMI, TIPTON, AND WABASH COUNTIES

	Rates	Fringes
ELECTRICIAN (Communication Technician Only).....	\$ 28.16	14.12

ELEC0873-002 03/01/2019

CLINTON, GRANT, HOWARD, MIAMI, TIPTON AND WABASH COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 34.02	17.40

ELEC1393-001 12/02/2019

REMAINING COUNTIES

	Rates	Fringes
Line Construction: EQUIPMENT OPERATOR 1: Diggers, 5th wheel type trucks, crawler type, D-4 and smaller, bucket trucks and live boom type line		

trucks.....	\$ 31.77	29%+6.75
EQUIPMENT OPERATOR 3		
(Backhoes over 1/2 yard		
bucket capacity, cranes		
rated at 15 ton or more		
capacity) 95% J.L. rate.....	\$ 39.19	29%+6.75
GROUNDMAN TRUCK DRIVER.....	\$ 26.14	29%+6.75
GROUNDMAN.....	\$ 25.04	29%+6.75
LINEMAN.....	\$ 41.61	29%+6.75

 ENGI0103-003 04/01/2017

INCLUDING UNDERGROUND AND UTILITY CONSTRUCTION

ADAMS, ALLEN, BENTON, BLACKFORD, CARROLL, CASS, CLINTON,
 DEKALB, DELAWARE, FAYETTE, GRANT, HAMILTON, HANCOCK, HENRY,
 HOWARD, HUNTINGTON, JAY, JOHNSON, MADISON, MARION, MIAMI,
 RANDOLPH, RUSH, SHELBY, STEUBEN, TIPPECANOE, TIPTON, UNION,
 WABASH, WAYNE, WELLS, WHITE AND WHITLEY COUNTIES

Rates Fringes

Power equipment operators:

GROUP 1.....	\$ 34.05	17.50
GROUP 2.....	\$ 32.33	17.50
GROUP 3.....	\$ 31.41	17.50
GROUP 4.....	\$ 29.91	17.50

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Air compressors in manifold with throttle valve;
Asphalt plant engineer; Auto grade or similar type machine;
Auto patrol; Backhoe or farm-type tractor, 45 hp and over;
Ballast regulator (RR); Bituminous mixer; Bituminous paver;
Bituminous plant engineer; Bulldozer; Caisson drilling
machine; Cherry picker, 15 ton or over; Chip spreader;
Concrete mixer 21 cu. ft. or over; Core drilling machine;
Crane or derrick with any attachment (including clamshell,
dragline, shovel, backhoe, etc.); Dredge engineer; Dredge
operator; Drilling machine on which the drill is an integral
part; Earth mover, rubber-tired (paddle wheel, 616, 631,
TS-24 or similar type); Earth mover, rubber-tired, tandem
(\$0.50 per hour additional for each bowl); Elevating
grader; Fork lift, 10 ton or over; P.C.C. formless paver
post driver; Highlift shovel, 1 1/2 cu. yd. or over; Hoist,
2 drums and over; Helicopter, crew; Hydraulic boom truck;
keystone, skimmer scoop; Loader, self-propelled (belt,
chain, wheel); Locomotive operator; Mechanic; Mucking
machine; Panel board concrete plant, central mix type;
Paver, Hetherington; Pile driver, skid or crawler; Road
paving mixer; Rock breaking plant; Rock crushing plant,
portable; Roller (asphalt, waterbound macadam, bituminous
macadam, brick surface); Roller with dozer blade; Root
rake, tractor-mounted; Self-propelled widener; Stump
remover, tractor-mounted; Surface heater and planer; Tandem
push tractor (\$0.50 per hour additional); Tractor, boom;
Winch or hoe head; Tractor, push; Tractor with scoop;

Tractor-mounted spreader; Tree mover; Trench machine, over 24"; Tug boat operator; Well drilling machine; Winch truck with A-frame

GROUP 2: Air compressor with throttle valve or clever brooks-type combination; Backfiller; Backhoe on farm-type tractor, under 45 hp; Bull float; Cherry picker under 15 ton; Chip spreader, self-propelled; Concrete pump; Concrete mesh depressor, independently operated; Concrete spreader, power-driven; End loader under 1 1/2 cu. yd.; Excavating loader, portable; Finishing machine and bull float; Guniting machine; Head greaser; Mesh or steel placer; Multiple tamping machine (RR); P.C.C. concrete belt placer; Pull grader, power control; Refrigerating machine, freezing operation; Ross carrier; Sheepfoot roller (self-propelled); Tamper (multiple vibrating, asphalt, waterbound macadam, bituminous macadam, brick surface); Trench machine, 24" and under; Tube float; Welder

GROUP 3: Assistant plant engineer; Base paver (Jersey or similar type machine); Concrete finishing machine; Concrete mixer, less than 21 cu. ft.; Curb machine; Farm tractor, including farm tractor with all attachments except backhoe and including high lift end loaders of 1 cu. yd. capacity or less; Fire tender on boiler; Hoist, 1 drum; Operator, 5 pieces of minor equipment; Paving breaker; Power broom, self-propelled; Roller, earth and sub-base material; Slurry seal machine; Spike machine (RR); Tamper (multiple vibrating, earth and sub-base material); Throttle valve and

fire tender combination on horizontal or upright boiler;
Tractaire with drill; Tractor, 50 h.p. or over; Well point
system; Widener, APSCO or similar type

GROUP 4: Air compressor; Assistant to engineer, oiler;
Automatic dry batch plant; Bituminous distributor;
Bituminous patching tamper; Belt spreader; Broom and belt
machine; Chair cart, self-propelled; Coleman-type screen;
Conveyor, portable; Digger post hole, power-driven; Fork
lift, under 10 ton; Form grader; Form tamper, motor-driven;
Generator; Hetherington driver; Hydra seeder; Operator, 1
through 4 pieces of minor equipment; Outboard or inboard
motor boat; Power curing spraying machine; Power saw,
concrete, power-driven; Pug mill; Pull broom, power-type;
Seaman tiller; Straw blower or brush mulcher; Striping
machine paint, motor-driven; Sub grader; Tractaire,
tractor, below 50 h.p.; Truck crane oiler, driver;
Spreader; Water pump; Welding machine, 2 of 300 amps or over

ENGI0150-009 04/01/2020

HEAVY, HIGHWAY AND RAILROAD CONSTRUCTION

ELKHART, FULTON, JASPER, KOSCIUSKO, LAGRANGE, MARSHALL, NEWTON,
NOBLE, PULASKI, and STARKE COUNTIES

Rates Fringes

POWER EQUIPMENT OPERATOR

GROUP 1.....	\$ 31.15	29.55
GROUP 2.....	\$ 29.55	29.55
GROUP 3.....	\$ 28.25	29.55
GROUP 4.....	\$ 26.85	29.55
GROUP 5.....	\$ 23.60	29.55

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Air compressors in manifold with throttle valve; Asphalt plant engineer; Auto grade or similar type machine; Auto patrol; Automatic Sub-Grade; Backhoe or farm type tractor, 45 hp and over; Ballast regulator (RR); Barrier Wall Machine; Batch Plants (Concrete & Asphalt); Bituminous mixer; Bituminous paver; Bituminous plant engineer; Boring Machine; Bulldozer; Caisson drilling machine; Cherry picker, 15 ton or over; Chip spreader; Concrete mixer, 21 cu. ft. or over; Concrete Belt Placer; Concrete Paver; Concrete Pump (Truck Mounted); Concrete Saw (track mounted); Concrete Spreader (power driven); Core drilling machine; Crane or derrick with any attachment (including clamshell, dragline, shovel, backhoe, etc.); Curb Machine; Gutter Machine; Dredge engineer; Dredge operator; Drilling machine on which the drill is an integral part; Earthmover, rubber-tired (paddle wheel, 616, 631, TS-24 or similar type); Earthmover, rubber-tired, tandem (.50 per hr. additional for each bowl); Elevating Grader; Forklift (10 ton or over); P.C.C. Formless Paver;

Gradall; Gravel Processing Plant (portable); Operator of Guard Rail Post Driver; Highlift Shovel 1-1/2 cu.yd. or over) Frame; Hoist (2 drum & over); Helicopter crew; Hydraulic boom truck; Hydraulic Excavator; Loaded-Self propelled (belt chain wheel); Laser Screed; Locomotive operator; Mechanic; Mucking machine; P.C.C. Concrete Belt Placer; Panel board concrete plant (central mix type); Paver (Hetherington); Pavement Breaker; Pile driver, skid or crawler; Road paving mixer; Rock breaking plant; Rock crushing plant (portable); Roller (asphalt, waterbound macadam, bituminous macadam, brick surface); Roller with dozer blade; Road Widener; Root rake (tractor-mounted); Roto Mill Grinder; Self-propelled widener; Stump remover; Surface heater and planer; Tandem push tractor (\$0.50 per hour additional); Tractor, boom; Winch or hoe head; Tractor (push); Tractor with scoop; Tractor-mounted spreader; Tree mover; Trench machine, over 24"; Tug boat operator; Well drilling machine; Widener (Apsco or similar type); Winch truck with A-frame

GROUP 2: Air compressor with throttle valve or Clever Brooks type combination; Backfiller; Farm type tractor (under 45 H.P.); Cherry picker under 15 ton; Chip spreader (self-propelled); Concrete pump (trailer type); Concrete mesh depressor, independently operated; End loader under 1 1/2 cu. yd.; Excavating loader (portable); Finishing machine and bull float; Guniting machine; Hydraulic Power unit; Head greaser; Mesh or steel placer; Multiple tamping backhoe on machine (RR); Bull

float (bidwell Machine); Refrigerating machine-operation;
Ross Carrier; Sheepfoot roller (self-propelled);
Tamper-Multiple Vibrating (Asphalt, Waterbound, Macadam,
Bituminous Macadam, Brick Surface); Trench machine (24" and
under); Tube float; Water Pull/Wagon; Welder

GROUP 3: Plant engineer; Base paver (Jersey or similar type
machine); Concrete finishing machine; Concrete mixer, less
than 21 cu. ft.; Curb machine; Farm tractor, including farm
tractor with all attachments except backhoe and including
high lift end loaders of 1 cu. yd. capacity or less;
Fireman, on boiler; Hoist, 1 drum; Operator, 3-5 pieces of
minor equipment; Paving breaker; Power broom,
self-propelled; Roller, earth and sub-base material; Power
Saw-Concrete (Power Driven); Slurry seal machine; Spike
machine (RR); Sub-surface Material Distributor; Tamper
(multiple vibrating, earth and sub-base material); Throttle
valve; Throttle Valve and fireman combination on horizontal
or upright boiler; Tractaire with drill; Well Point

GROUP 4: Air compressor; Assistant to engineer, oiler;
Bituminous patching tamper; Belt spreader; Broom and belt
machine; Chair cart, self-propelled; Coleman-type screen;
Conveyor, portable; Deck-hand Digger post hole,
power-driven; Forklift, under 10 ton; Form grader; Form
tamper, motor-driven; Generator; Hetherington driver; Hydra
seeder; Mechanic heater; Operator, 2 pieces of minor
equipment; Outboard or inboard motor boat; Power curing
spraying machine; Pug mill; Pull broom, power type; Seaman

tiller; Skid steer loader over 3/4 cu. yd.; Straw blower or brush mulcher; Striping machine paint, motor-driven; Sub-grader; Tractaire; Tractor, below 50 h.p.; Truck crane oiler; Spreader; Water pump

GROUP 5: Skid steer loader under 3/4 cu. yds

ENGI0150-039 06/01/2019

UNDERGROUND & UTILITY CONSTRUCTION:

JASPER, NEWTON, PULASKI AND STARKE COUNTIES:

Rates Fringes

POWER EQUIPMENT OPERATOR

GROUP 1.....	\$ 41.00	36.13
GROUP 2.....	\$ 40.20	36.13
GROUP 3.....	\$ 35.90	36.13
GROUP 4.....	\$ 33.70	36.13
GROUP 5.....	\$ 28.25	36.13

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt plants (construction), Asphalt plant (permanent), Auto Patrol (Maintainer), Automatic Dry Batch Plant, Automated Concrete Placer, Automated Sub-Grader, Automated Slip Form Paver, Automated Finish

Machine, Combination Backhoe Front, End Loader Machine (1/2 cu. yd.), Backhoe bucket or over or with attachments), Combination backhoe 1 cu yd, Backhoe bucket or over or with attachments, Ballast Regulator (RR), Belt Loader (stationary), Boring Machine (road), Bulldozer, Concrete Mixer(27 cu. ft. or over), Concrete Pump (truck mounted), Concrete Breaker (truck mounted and self-propelled), Core Drilling Machine, Cranes and Backhoes (all attachments), Cranes, Hammerhead, Creter Crane, Crushers (concrete, rock, recycling, etc.), Derricks , Derricks (traveling), Dredge Operator, Formless Curb and Gutter Machine (36 inches and over), Formless Curb and Gutter Machine under 36 inches, Gradall and Machines (of a like nature), Guardrail Post Driver (truck mounted), Lead Greaser, Helicopter, Highlift Shovel (3 yd. and over), Hoist (1 drum), Hoist (2, and 3 drums), Hydraulic Power Units (grouting, piledriving and extracting) Hydro or water blaster (self-propelled), Locomotive Operators, Mechanic, Welder, Mucking Machine, Panelboard Concrete Plant (central mix type), Paver (Hetherington), Pile Driver (Skid or Crawler), Road Paving Mixer, Rock Drill Crawler or Skid Rig, Rock Drill (truck Mounted), Ross Carrier, Roto Mill Grinder (36" and over), Roto mill grinder (less than 36"), Throttle Valve and Compressor or Clever Brooks Type Combination, Throttle Valve and Fireman Combination or Horizontal or Upright Boiler, Tournapull or similar type equipment, Tractor (boom), Tractor Drawn Belt Loader with attached Pusher (requires two engineers), Trench Machine, Tug Boat Operator, Wheel Excavator, Winch Tractor with "a" frame,

Scoops, Turnapull or similar types machine used in Tandem
(add \$1.00 to class I hourly rate for each machine attached
there to).

GROUP 2: Combination Backhoe Front End Loader Machine with
less than 1/2 cu. yd., Backhoe Bucket or with attachments,
Bituminous Mixer, Bituminous Paver, Bridge Deck Finisher,
Concrete Mixer (less than 27 cu. ft.), Compressor and
throttle valve, Compressor (common receiver 3), Greaser,
Highlift Shovels (under 3 cu. yds.), Jersey Spreader or
Base Paver, Pavement Bump Grinder (self-propelled), Roller
(Asphalt, waterbound, Macadam, Bituminous Macadam, Brick
Surface, Sheepfoot Roller (self- propelled with blade),
Surface Heater and Planer, Tamper (mutiple vibrating,
asphalt waterbound macadam, bituminous macadam, brick
surface), Tractor (push), Tractor with scoop, Widener,
Apsco or similar type.

GROUP 3: Back Filler, Bituminous Distributor, Broom and Belt
Machine, Bull Float, Compressor (common receiver 2),
Concrete cutter wheel type (rockwell), Concrete Finishing
Machine, Concrete Spreader (power driven), Digger, Post
Hole (power driven), Finishing Machine and Bull Float,
Forklift, Form Grader, Form Tamper (motor driven),
Hydraulic (boom truck) when used for hauling materials,
Laser screed, Mutiple Tamping Machine, Paving Breaker,
Roller (earth and subbase material), Roller sheepfoot
(self-propelled), Sub-grader, Tamper, Mutipile Vibrating
(earth and subbase material), Tractaire with Drill, Tractor

(with all drawn attachments except backhoe and including Highlift, Endloader of 1 cu. yd. capacity and less.

GROUP 4: Air Compressors, Conveyor (all), Fireman on Boiler, Generator, Grout Machine, Power curing Spraying Machine (self-propelled), Broom (self-propelled), Seaman Tiller, Skid steer loaders, Spike Machine (RR), Stripping Machine (paint, self-propelled), Throttle Valve, Welding Machine, Well Points System.

GROUP 5: Deck Hand, Hetherington Driver, Mechanical Heater (1 to 5), Outboard or Inboard Motor Boat, Oiler, Power Saw (Concrete Power Driven), Water Pump, Grasscutter.

ENGI0181-014 04/01/2020

HEAVY AND HIGHWAY CONSTRUCTION:

BARTHOLOMEW, BROWN, CLARK, CRAWFORD, DEARBORN, DECATUR, DUBOIS, FLOYD, FRANKLIN, GIBSON, HARRISON, JACKSON, JEFFERSON, JENNINGS, LAWRENCE, MARTIN, OHIO, ORANGE, PERRY, PIKE, POSEY, RIPLEY, SCOTT, SPENCER, SWITZERLAND, VANDERBURGH, WARRICK, and WASHINGTON COUNTIES

Rates Fringes

Power equipment operators:

GROUP A.....	\$ 37.35	17.25
GROUP B.....	\$ 34.70	17.25
GROUP C.....	\$ 32.57	17.25

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP A: Air compressor in manifold with throttle valve; Asphalt plant engineer; Auto grade or similar type machine; Bituminous mixer; Bituminous paver; Bituminous plant engineer; Bulldozer; Caisson drilling machine; Cherry picker, all; Ballast regulator (RR); Chip spreader, self-propelled; Cold grinder or similar type equipment; Concrete mixer, 21 cu. ft. or over; Concrete pump, truck-mounted; Core drilling machine; Crane or derrick with any attachment (including clamshell, dragline, shovel, backhoe, etc.); Dredge operator; Drilling machine on which the drill is an integral part; Earth mover, rubber-tired, tandem 0.50 per hour additional; Elevating grader; Endloader, Hi- lift shovel; P.C.C. formless paver; Gradall; Gravel processing plant, portable; Guardrail post driver operator; Head greaser; Hi-lift shovel, endloader; Hoist (2 drums and over); Helicopter crew; Hydraulic boom truck, Keystone, Skimmer Scoop; Loader, self-propelled (belt, chain wheel); Locomotive operator; Mechanic; Mucking machine; Multi-bank drill operator; Panel board concrete plant, central mix type; Paver, Hetherington; Pile driver, skid or crawler; Road paving mixer; Rock breaking plant; Rock crushing plant, portable; Roller (asphalt, waterbound, macadam, bituminous macadam, brick surface); Roller, with

dozer blade; Root rake, tractor-mounted; Stump remover, tractor-mounted; Surface heater and planer; Tandem push tractor, \$0.50 per hour additional; Tractor, boom winch or hoe head; Tractor, push; Tractor with scoop; Tractor-mounted spreader; Tree mover; Trench machine, over 24"; Tug boat operator; Welder; Well drilling machine; Self-propelled widener.

GROUP B: Air compressor with throttle valve or clever brooks-type combination; Backfiller, base paver, Jersey or similar type machine; Bull float; Concrete finishing machine; Concrete mesh depressor, independently operated; Concrete spreader, power-driven; Dredge engineer; Excavator loader, portable; Fire tender on boiler; Forklift, regardless of ton; Hoists, 1 drum; Mesh or steel placer; Minor equipment operator, 5 pieces; Multiple tamping machine (RR); P.C.C. concrete placer; Paving breaker; Power broom, self-propelled; Pull grader, power-controlled; Refrigerating machine, freezing operation; Roller, earth and sub-base material; Ross carrier (Straddle buggy); Sheepfoot roller, self-propelled without blade; Tamper, multiple vibrating (asphalt, waterbound macadam, bituminous macadam, brick surface); Tamper, multiple vibrating (earth and sub-base material); Trench machine, 24" and under; Tube float; Well point system; Widener, Apsco or similar type; Winch truck with A-frame.

GROUP C: Air compressor, oiler; Automatic dry batch plant;

Bituminous distributor; Bituminous patching tamper; Belt spreader; Broom and belt machine; Brush burner; Chair cart, self-propelled; Coleman-type screen; Cold grinder oiler; Concrete mixer, less than 21 cu. ft.; Conveyor, portable; Curb machine; Deckhand; Digger (post hole, power-driven); Farm tractor, including farm tractor with all attachments (except backhoe, Hi-lift endloaders); Form grader; Form tamper, motor-driven; Generator; Gunite machine; Hetherington driver; Hydra seeder; Mechanical heater; Minor equipment operator, 1 through 4 pieces; Curing spraying machine; Power saw, concrete (power-driven); Pug mill pull broom, power type; Seaman tiller; Slurry seal machine; Spike machine; Straw blower or brush mulcher; Stripping machine (paint, motor-driven); Sub grader; Throttle valve; Tractaire with drill; Truck crane and multi-drill oiler, driver; Spreader; Water pump.

ENGI0181-015 04/01/2020

SEWER WATERLINE & UTILITY CONSTRUCTION:

BARTHOLOMEW, BROWN, CLARK, CRAWFORD, DEARBORN, DECATUR, DUBOIS,
FLOYD, FRANKLIN, GIBSON, HARRISON, JACKSON, JEFFERSON,
JENNINGS, LAWRENCE, MARTIN, OHIO, ORANGE, PERRY, PIKE, POSEY,
RIPLEY, SCOTT, SPENCER, SWITZERLAND, VANDERBURGH, WARRICK, and
WASHINGTON COUNTIES

Rates Fringes

Power equipment operators:

GROUP A.....	\$ 35.43	17.25
GROUP B.....	\$ 27.30	17.25

SEWER WATERLINE & UTILITY CONSTRUCTION

GROUP A: A-frame winch truck; Air compressor 900 cu. ft. and over; Air tugger; Autograde (CMI); Auto patrol; Backhoe; Ballast regulator (RR); Batch plant (electrical control concrete); Bending machine (pipe); Bituminous plant (engineer); Bituminous plant; Bituminous mixer travel plant; Bituminous paver; Bituminous roller; Buck hoist; Bulldozer; Cableway; Chicago boom; Clamshell; Concrete mixer, 21 cu. ft. or over; Concrete paver, concrete pump, crete; Crane; Craneman; Crusher plant; Derrick; Derrick boat; Dinky; Dope pots (pipeline); Dragline; Dredge operator; Dredge engineer; Drill operator; Elevator grader; Elevator; Ford hoe, or similar type equipment; Forklift; Formless paver; Gantry crane; Gradall; Grademan; Hopto; Hough loader or similar type; Hydro crane; Motor crane; Mucking machine; Multiple tamping machine (RR); Overhead crane; Pile driver; Pulls; Push dozer; Push boats; Roller (sheep foot); Ross Carrier; Scoop; Shovel; Side boom; Swing crane; Trench machine; Welder (heavy duty; Truck-mounted concrete pump; Truck-mounted drill; Well point; Whirleys.

GROUP B: Air compressor, up to 900 cu. ft.; Brakeman; Bull

float; Concrete mixer, over 10S and under 21S; Concrete spreader or puddler; Deck engine; Electric vibrator compactor (earth or rock); Finishing machine; Fireman; Greaser, on grease facilities servicing heavy equipment; Material pump; Motor boats; Portable loader; Post hole digger; Power broom; Rock roller; Roller, wobble wheel (earth and rock); Spike machine (RR); Seaman tiller; Spreader rock; Sub grader; Tamping machine; Welding machine; Widener, Apsco or similar type: Bituminous distributor; Cement gun; Concrete saw; Conveyor; Deckhand oiler; Earth roller; Form grader; Generator; Guard rail driver; Heater; JLG lifts; Oiler; Paving joint machine; Power traffic signal; Scissor lift; Steam Jenny; Truck crane oiler; Vibrator; Water pump.

 ENGI0841-011 04/01/2020

HEAVY, HIGHWAY AND UTILITY CONSTRUCTION

BOONE, CLAY, DAVIESS, FOUNTAIN, GREENE, HENDRICKS, KNOX,
 MONROE, MONTGOMERY, MORGAN OWEN, PARKE, PUTNAM, SULLIVAN,
 VERMILLIAN, VIGO, and WARREN COUNTIES

Rates Fringes

Power equipment operators:

GROUP 1.....\$ 33.75 23.00+a

GROUP 2.....\$ 27.50 23.00+a

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Air Compressor Over 600 CU FT, Air Compressors (2), Compressors hooked in Manifold, Asphalt Plant Engineer, Auto Grade and/or C.M.I. or similar type Machine, Auto Patrol, Motor Patrol, Power Blade, Aspco Paver, Asphalt Planer, Asphalt Rollers, Asphalt Paver Operator, Concrete or Asphalt Milling Machine, Self Propelled Widener, Backhoe and/or Pavement Breaker Attachment, Self Propelled Pavement Breaker, Ballast Regulator (R.R), Bituminous Mixer, Bituminous Paver, Bituminous Plant Engineer, Bulk Cement Plant Engineer, Bulldozer, One Drum Hoist with Tower or Boom, Cableways, Tower Machines, Back Filler, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Boring Machine, Bolier Operator, Brush Mulcher, Bull Float, Finishing Machine, Power Cranes, Overhead Cranes, Truck cranes, Piledriver, Skid or Crawler, Guard Rail Post Driver, Tower Cranes, Hydro Crane, Cherry Picker, Draglines, Derricks, Shovels, Clam, Gradalls, Two Drum Machine, Concrete or Asphalt Curb Machine, Self Propelled, Concrete Mixers with Skid, Tournamixer, Concrete Pump (Truck or Skid Mounted), Concrete Plant Engineer, Soil Cement Machine, Formless Paver, Concrete Spreader, Span Saw (and similar types), Chip Spreader, Mesh Placer, Dredging Equipment or Dredge Engineer or Dredge Operator, Tug Boat Operator, Marine Scoops, Ditching Machine with Dual Attachment, Standard or Dinkey Locomotives, Drilling

Machine, including Well Testing, Caissons, Shaft or any similar type Drilling Machine (Well Point Systems), 4 Point Life System (Power Lift or similar type), Mud Cat, Mucking Machine, Sull-Air, Mechanics, Welder, Head Equipment Greaser, Tournapull, Tractor Operating Scoops, Push Tractors, Large Rollers on Earth, Loaders (Track or Rubber Mounted), or similar type Machine, Lull, Tournadozer, Scoopmobiles, Elevating Machines, Power Broom (Self Propelled), Power Sub Grader, Hydra Ax, Farm Tractor with Attachments, Soil Stabilizer (Seaman Tiller, Bo mag, Rago Gator and similar types of equipment), Tree Mover, Stump Remover, Root Rake, Hydra Seeder, Straw Blower, Refrigerating Machine, Freezing Operator, Chair Cart-Self Propelled, Helicopter Crew (3), Ross Carrier or Straddle Buggy or similar Machine, Rock Crusher Plant, Gravel Processing Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Pug Mill, Concrete Bump Grinder Machine, Power Curing Spray Machine, Forklift (except when used for landscaping), Snooper Truck Operator.

GROUP 2: Air Compressor 600 cu. ft. and under, Air Tugger, Air Valves, Assistant Concrete Plant Engineer, Assistant Asphalt Plant Engineer, Asphalt Plant Fireman, Bulk Cement Plant Equipment Greaser, Concrete Mixers without Skips, Curbing Machine, Concrete Saw (Self Propelled), Conveyors, Cement Blimps, Ditching Machine under 6", Distributor Operator On trucks, Deck Hands, Elevators when used for hoisting material, Engine Tenders, Fork Lift (when used for landscaping), Farm Tractor, Fireman, Fireman on

Paint or Dope Pots, Form Tamper, Form Grader, Flex Plane, Generators (two to four), or Welding Machines or Water Pumps, within 400 feet, Guniting Machine, Machine Mounted Post Hole Digger, Muds Jack, One Drum Machines without Tower or Boom, One Water Pump, One Welding Machine, Outboard or Inboard Motor Boat, Pull Broom (Power Type, Siphons and Pulsometer, Switchman, Striping and or Painting Machine (motor driven), Slurry Seal Machine, Track Jack, Temporary Heat, Throttle Valve, Tube Float, Tractaire, Wagon Drill, Multiple Tamping Machine (R.R.), Spike Machine (R.R.), Mechanical Heaters, Brush Burner, Vacuum Truck (Super Sucker and similar types).

FOOTNOTES:

A. Employees operating booms from 149Ft. to 199 Ft. including jib, shall receive an additional seventy-five Cents (.75) per hour above the rate. Employees operating booms over 199 Ft. including jib, shall receive an additional one dollar and twenty-five cents (\$1.25) per hour above the regular rate.

B. Employees operating scoops, pulls, or tractors hooked in tandem shall receive an additional one dollar (\$1.00) per hour above the regular rate.

C. Employees operating scoops, pulls, or tractors pulling any other hauling unit in tandem shall receive an additional one dollar (\$1.00) per hour above the regular

rate.

D. Underground work - Employees working in tunnels, shafts, etc. shall be paid a thirty percent (30%) premium above the wage rate.

* IRON0022-001 06/01/2020

BARTHOLOMEW, BENTON, BOONE, BROWN, CARROLL, CASS, CLAY, CLINTON, DAVIESS (REMAINDER OF COUNTY), DECATUR (W 3/4), DELAWARE (REMAINDER OF COUNTY), FAYETTE (W 1/3), FOUNTAIN, FRANKLIN (NW TIP), FULTON (REMAINDER OF COUNTY), GRANT (REMAINDER OF COUNTY), GREENE, HAMILTON, HANCOCK, HENDRICKS, HENRY, HOWARD, JACKSON, JASPER (SOUTHEASTERN 1/2), JENNINGS (NORTHWEST 2/3), JOHNSON, KNOX (REMAINDER OF COUNTY), LAWRENCE, MADISON, MARION, MARTIN (NW 2/3), MIAMI (REMAINDER OF COUNTY), MONROE, MONTGOMERY, MORGAN, NEWTON (SOUTHERN 1/2), OWEN, PARKE, PULASKI (REMAINDER OF COUNTY), PUTNAM, RANDOLPH (SW TIP), RUSH (REMAINDER OF COUNTY), SHELBY, SULLIVAN, TIPPECANOE, TIPTON, VERMILLION, VIGO, WAYNE, WARREN AND WHITE COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 33.79	23.10

The following holidays shall be observed: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day

and the day after Thanksgiving and Christmas Day. Any holiday which occurs on a Sunday shall be observed the following Monday, unless the legal observance of these holidays is changed by law.

 * IRON0044-010 06/01/2020

DEARBORN, DECATUR (REMAINDER OF COUNTY), FAYETTE (REMAINDER OF COUNTY), FRANKLIN (REMAINDER OF COUNTY), JEFFERSON (REMAINDER OF COUNTY), JENNINGS (REMAINDER OF COUNTY), OHIO, RIPLEY, RUSH (SOUTHEASTERN TIP), SWITZERLAND, AND UNION (SOUTHERN 1/3)

Rates Fringes

Ironworkers:

FENCE ERECTORS.....	\$ 28.76	21.40
ORNAMENTAL.....	\$ 30.27	21.40
STRUCTURAL, MACHINERY MOVERS, RIGGERS.....	\$ 30.27	21.40

 IRON0070-002 06/01/2019

CLARK, CRAWFORD, FLOYD, HARRISON, JACKSON (SOUTHERN 3/4); JEFFERSON (EXCLUDING NORTHEASTERN TIP); JENNINGS (SOUTHERN 3/4), LAWRENCE (SOUTHERN 2/3), MARTIN (SOUTHEASTERN 2/3), ORANGE, PERRY (EASTERN 3/4); SCOTT AND WASHINGTON COUNTIES:

Rates Fringes

IRONWORKER.....\$ 29.68 22.75

IRON0070-016 06/01/2019

DEARBORN, DECATUR (REMAINDER OF COUNTY), FAYETTE (SE CORNER),
FRANKLIN (S 3/4), OHIO, RIPLEY (REM. OF COUNTY), SWITZERLAND
(REMAINDER OF COUNTY) and JENNINGS (NE TIP) COUNTIES

Rates Fringes

IRONWORKER (Reinforcing).....\$ 29.68 22.75

IRON0103-001 08/01/2019

DAVIESS (S 1/2), DUBOIS, GIBSON, KNOX (S 1/2), MARTIN (SW 1/3),
PERRY (W 1/4), PIKE, POSEY, SPENCER, VANDERBURGH, AND WARRICK

Rates Fringes

IRONWORKER.....\$ 29.00 23.435

* IRON0147-004 06/01/2020

ADAMS, ALLEN, BLACKFORD, DEKALB, DELAWARE (NORTHEAST THIRD OF

COUNTY), FULTON (EASTERN PART), GRANT (EXCLUDING SOUTHWEST PORTION), HUNTINGTON, JAY, MIAMI (NORTHEAST HALF), NOBLE (EXCLUDING NORTHEAST TIP), STEUBEN, WABASH, WELLS, and WHITLEY COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 29.58	23.27

IRON0290-004 06/01/2019

FAYETTE (NE 1/4), RANDOLPH (S. PART OF COUNTY EXCLUDING WINCHESTER BUT INCLUDING UNION CITY) UNION (NORTHERN 2/3) AND WAYNE (REMAINDER OF COUNTY) COUNTIES

	Rates	Fringes
Ironworkers:.....	\$ 29.23	22.35

IRON0292-005 06/01/2019

ELKHART, FULTON (North 2/3), KOSCIUSKO (Remainder of County), LAGRANGE (West 1/3), MARSHALL, MIAMI (Northwestern Tip), NOBLE (Northwestern Tip), PULASKI (Northeast Half), and STARKE COUNTIES

Rates Fringes

IRONWORKER.....\$ 30.95 22.25

* IRON0395-002 06/01/2020

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

Rates Fringes

IRONWORKER

IRONWORKERS.....\$ 41.05 34.54

SHEETER.....\$ 41.30 34.54

LABO0041-003 04/01/2020

HEAVY & HIGHWAY CONSTRUCTION

NEWTON COUNTY

Rates Fringes

LABORERS

Group 1.....\$ 30.91 20.51

Group 2.....\$ 31.21 20.51

Group 3.....\$ 31.91 20.51

LABORERS CLASSIFICATIONS (HEAVY AND HIGHWAY)

GROUP 1: Construction Laborer, Carpenter Tender, Fence Erector, Grade Checker, Guard Rail Erector, Continuous Steel Rod or Mat Installer, Wire Mesh Layer, Joint Man (Mortar, Mastic, and all other types), Lighting Installer (Permanent or Temporary), Lineman for Automatic Grade Maker on Paving Machines, Mortar Man, Multi-Plant Erector, Rip-rap Installer (all Products and Materials), Road Marking and Delineation Laborer, Setting and Placing of all Precast Concrete Products, Sing Installation including supporting structure, Spraying of all Epoxy, Curing Compound, or Like Material, Flagperson, Air Tool, Power Tool Operator, Asphalt Raker Man, Batch Truck Dumper, Bridge Hand Rail Erector, Handler (bulk or bag cement), Chain Saw Man, Concrete Puddler, Concrete Rubber, Concrete Saw Operator, Core Drill Operator, Eye Level, Hand Blade Operator Hydro Seeder Man, Motor Driven Georgia Buggy Operator, Power Driven Compactor or Taper Operator, Power Saw Operator, Pump Crete Assembly Man, Sreed Man or Screw Man on Asphalt Paver, Regar Installer, Sandblaster Man, Sealer Applicator for Asphalt (toxic), Setting and Placing pre-stressed on Pre-cast Concrete Structural Members, Side Rail Setters (for Sidewalk, Side Ditches, Raddi, and Pavement), Spreader Box Tender (manua or power driven), Straw Blower Man, Subsurface Drain and Culvert Pipe Layer, Concrete Conveyor, Horizontal Boring and Jackman and Sheetman, Pipe Greade Man, Winch and Windless Operator Conduit Installer, Sod Layer

GROUP 2: Cutting Torch Burner, Laser Beam Aligner, Manhole Erector, Sewer Pipe Layer, Water Line Installer, Temporary or Permanent Welders (electric or Oxy Acetylene)

GROUP 3: Air Track and Wagon Drillman, Dynamite and Powder Man, Concrete Barrier Rail Form Setter, Concrete Saw Joint Control Cutting

LABO0041-005 04/01/2018

UTILITY CONSTRUCTION

JASPER & NEWTON COUNTIES

Rates Fringes

Laborers:

GROUP 1.....	\$ 31.32	17.23
GROUP 2.....	\$ 31.62	17.23
GROUP 3.....	\$ 32.32	17.23

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

GROUP 1: Construction laborer; Fence erector; Flagger; Grade checker; Guard rail erector; Wire mesh layer; Joint man (mortar, mastic and all other types); Lighting installer (permanent or temporary); Lineman for automatic grade maker

on paving machines; Mortar man; Multi-plate erector; Rip-rap installer (all products and materials); Road marking and delineation laborer; Setting and placing of all precast concrete products; Sign installation including supporting structure; Spraying of all epoxy, curing compound, or like material; sod layer; Air tool, power tool, and power equipment operator; Asphalt lute man; Asphalt raker man; Batch truck dumper; Bridge handrail erector; Handler (bulk or bag cement); Chain saw man; concrete puddler; concrete rubber; Concrete saw operator; Core drill operator, eye level; Hand blade operator; Hydro seeder man; Motor-driven Georgia buggy operator; Power-driven compactor or tamper operator; Power saw operator; Pumpcrete assembly man; Screed man or screw man on asphalt paver; Rebar installer; Sandblaster man; Sealer applicator for asphalt (toxic); Setting and placing prestressed or precast concrete structural members; Side rail setter (for sidewalks, side ditches, radii, and pavements); Spreader box tender (manual or power-driven); Straw blower man; Subsurface drain and culvert pipe layer; Transverse and longitudinal hand bull float man; Concrete conveyor assembly man; Horizontal boring and jacking man; Jackman and sheetman; Pipe grade man; Winch and windlass operator

GROUP 2: Cutting torch burner; Laser beam aligner; Manhole erector; Sewer pipe layer; Water line installer, temporary or permanent; Welder (electric or oxy-acetylene) in connection with waterline and sewer work, Hod Carrier

(tending bricklayers); TVing and associated grouting of utility lines

GROUP 3: Air track and wagon drillman; Concrete barrier rail form setter; Dynamite and powder man; General leadman; Concrete Saw Joint Control cutting

LABO0041-006 04/01/2020

HEAVY & HIGHWAY CONSTRUCTION

JASPER & STARKE COUNTIES

Rates Fringes

LABORERS

Group 1.....	\$ 28.14	20.51
Group 2.....	\$ 28.44	20.51
Group 3.....	\$ 29.14	20.51

LABORERS CLASSIFICATIONS (HEAVY AND HIGHWAY)

GROUP 1: Construction Laborer, Carpenter Tender, Fence Erector, Grade Checker, Guard Rail Erector, Continuous Steel Rod or Mat Installer, Wire Mesh Layer, Joint Man (Mortar, Mastic, and all other types), Lighting Installer (Permanent or Temporary), Lineman for Automatic Grade Maker on Paving Machines, Mortar Man, Multi-Plant Erector,

Rip-rap Installer (all Products and Materials), Road Marking and Delineation Laborer, Setting and Placing of all Precast Concrete Products, Sing Installation including supporting structure, Spraying of all Epoxy, Curing Compound, or Like Material, Flagperson, Air Tool, Power Tool Operator, Asphalt Raker Man, Batch Truck Dumper, Bridge Hand Rail Erector, Handler (bulk or bag cement), Chain Saw Man, Concrete Puddler, Concrete Rubber, Concrete Saw Operator, Core Drill Operator, Eye Level, Hand Blade Operator Hydro Seeder Man, Motor Driven Georgia Buggy Operator, Power Driven Compactor or Taper Operator, Power Saw Operator, Pump Crete Assembly Man, Sreed Man or Screw Man on Asphalt Paver, Regar Installer, Sandblaster Man, Sealer Applicator for Asphalt (toxic), Setting and Placing pre-stressed on Pre-cast Concrete Structural Members, Side Rail Setters (for Sidewalk, Side Ditches, Raddi, and Pavement), Spreader Box Tender (manua or power driven), Straw Blower Man, Subsureface Drain and Culvert Pipe Layer, Concrete Conveyor, Horizontal Boring and Jackman and Sheetman, Pipe Greade Man, Winch and Windless Operator Conduit Installer, Sod Layer

GROUP 2: Cutting Torch Burner, Laser Beam Aligner, Manhole Erector, Sewer Pipe Layer, Water Line Installer, Temporary or Permanent Welders (electric or Oxy Acetylene)

GROUP 3: Air Track and Wagon Drillman, Dynamite and Powder Man, Concrete Barrier Rail Form Setter, Concrete Saw Joint Control Cutting

LABO0081-003 04/01/2018

UTILITY CONSTRUCTION

STARKE COUNTY

Rates Fringes

Laborers:

GROUP 1.....	\$ 30.97	17.23
GROUP 2.....	\$ 31.27	17.23
GROUP 3.....	\$ 31.97	17.23

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

GROUP 1: Construction laborer; Fence erector; Flagger; Grade checker; Guard rail erector; Wire mesh layer; Joint man (mortar, mastic and all other types); Lighting installer (permanent or temporary); Lineman for automatic grade maker on paving machines; Mortar man; Multi-plate erector; Rip-rap installer (all products and materials); Road marking and delineation laborer; Setting and placing of all precast concrete products; Sign installation including supporting structure; Spraying of all epoxy, curing compound, or like material; sod layer; Air tool, power tool, and power equipment operator; Asphalt lute man; Asphalt raker man; Batch truck dumper; Bridge handrail

erector; Handler (bulk or bag cement); Chain saw man;
concrete puddler; concrete rubber; Concrete saw operator;
Core drill operator, eye level; Hand blade operator; Hydro
seeder man; Motor-driven Georgia buggy operator;
Power-driven compactor or tamper operator; Power saw
operator; Pumpcrete assembly man; Screed man or screw man
on asphalt paver; Rebar installer; Sandblaster man; Sealer
applicator for asphalt (toxic); Setting and placing
prestressed or precast concrete structural members; Side
rail setter (for sidewalks, side ditches, radii, and
pavements); Spreader box tender (manual or power-driven);
Straw blower man; Subsurface drain and culvert pipe layer;
Transverse and longitudinal hand bull float man; Concrete
conveyor assembly man; Horizontal boring and jacking man;
Jackman and sheetman; Pipe grade man; Winch and windlass
operator

GROUP 2: Cutting torch burner; Laser beam aligner; Manhole
erector; Sewer pipe layer; Water line installer, temporary
or permanent; Welder (electric or oxy-acetylene) in
connection with waterline and sewer work, Hod Carrier
(tending bricklayers); Tying and associated grouting of
utility lines

GROUP 3: Air track and wagon drillman; Concrete barrier rail
form setter; Dynamite and powder man; General leadman;
Concrete Saw Joint Control cutting

LAB00120-003 04/01/2020

UTILITY CONSTRUCTION

MARION & SHELBY COUNTIES

Rates Fringes

Laborers:

GROUP 1.....	\$ 25.10	16.17
GROUP 2.....	\$ 25.40	16.17
GROUP 3.....	\$ 26.10	16.17

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

GROUP 1: Construction laborer; Fence erector; Flagger; Grade checker; Guard rail erector; Wire mesh layer; Joint man (mortar, mastic and all other types); Lighting installer (permanent or temporary); Lineman for automatic grade maker on paving machines; Mortar man; Multi-plate erector; Rip-rap installer (all products and materials); Road marking and delineation laborer; Setting and placing of all precast concrete products; Sign installation including supporting structure; Spraying of all epoxy, curing compound, or like material; sod layer; Air tool, power tool, and power equipment operator; Asphalt lute man; Asphalt raker man; Batch truck dumper; Bridge handrail erector; Handler (bulk or bag cement); Chain saw man; concrete puddler; concrete rubber; Concrete saw operator;

Core drill operator, eye level; Hand blade operator; Hydro seeder man; Motor-driven Georgia buggy operator; Power-driven compactor or tamper operator; Power saw operator; Pumpcrete assembly man; Screed man or screw man on asphalt paver; Rebar installer; Sandblaster man; Sealer applicator for asphalt (toxic); Setting and placing prestressed or precast concrete structural members; Side rail setter (for sidewalks, side ditches, radii, and pavements); Spreader box tender (manual or power-driven); Straw blower man; Subsurface drain and culvert pipe layer; Transverse and longitudinal hand bull float man; Concrete conveyor assembly man; Horizontal boring and jacking man; Jackman and sheetman; Pipe grade man; Winch and windlass operator

GROUP 2: Cutting torch burner; Laser beam aligner; Manhole erector; Sewer pipe layer; Water line installer, temporary or permanent; Welder (electric or oxy-acetylene) in connection with waterline and sewer work, Hod Carrier (tending bricklayers); Tying and associated grouting of utility lines

GROUP 3: Air track and wagon drillman; Concrete barrier rail form setter; Dynamite and powder man; General leadman; Concrete Saw Joint Control cutting

UTILITY CONSTRUCTION

CLAY, FOUNTAIN, GREENE, HENDRICKS, OWEN, PARKE, PUTNAM,
SULLIVAN, VERMILLION, VIGO, & WARREN COUNTIES

Rates Fringes

Laborers:

GROUP 1.....	\$ 25.10	16.17
GROUP 2.....	\$ 25.40	16.17
GROUP 3.....	\$ 26.10	16.17

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

GROUP 1: Construction laborer; Fence erector; Flagger; Grade checker; Guard rail erector; Wire mesh layer; Joint man (mortar, mastic and all other types); Lighting installer (permanent or temporary); Lineman for automatic grade maker on paving machines; Mortar man; Multi-plate erector; Rip-rap installer (all products and materials); Road marking and delineation laborer; Setting and placing of all precast concrete products; Sign installation including supporting structure; Spraying of all epoxy, curing compound, or like material; sod layer; Air tool, power tool, and power equipment operator; Asphalt lute man; Asphalt raker man; Batch truck dumper; Bridge handrail erector; Handler (bulk or bag cement); Chain saw man; concrete puddler; concrete rubber; Concrete saw operator;

Core drill operator, eye level; Hand blade operator; Hydro seeder man; Motor-driven Georgia buggy operator; Power-driven compactor or tamper operator; Power saw operator; Pumpcrete assembly man; Screed man or screw man on asphalt paver; Rebar installer; Sandblaster man; Sealer applicator for asphalt (toxic); Setting and placing prestressed or precast concrete structural members; Side rail setter (for sidewalks, side ditches, radii, and pavements); Spreader box tender (manual or power-driven); Straw blower man; Subsurface drain and culvert pipe layer; Transverse and longitudinal hand bull float man; Concrete conveyor assembly man; Horizontal boring and jacking man; Jackman and sheetman; Pipe grade man; Winch and windlass operator

GROUP 2: Cutting torch burner; Laser beam aligner; Manhole erector; Sewer pipe layer; Water line installer, temporary or permanent; Welder (electric or oxy-acetylene) in connection with waterline and sewer work, Hod Carrier (tending bricklayers); Tying and associated grouting of utility lines

GROUP 3: Air track and wagon drillman; Concrete barrier rail form setter; Dynamite and powder man; General leadman; Concrete Saw Joint Control cutting

UTILITY CONSTRUCTION

ADAMS, ALLEN, DEKALB, HUNTINGTON, NOBLE, STEUBEN, WABASH,
WELLS, & WHITLEY COUNTIES

Rates Fringes

Laborers:

GROUP 1.....	\$ 25.10	16.17
GROUP 2.....	\$ 24.57	16.17
GROUP 3.....	\$ 26.10	16.17

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

GROUP 1: Construction laborer; Fence erector; Flagger; Grade checker; Guard rail erector; Wire mesh layer; Joint man (mortar, mastic and all other types); Lighting installer (permanent or temporary); Lineman for automatic grade maker on paving machines; Mortar man; Multi-plate erector; Rip-rap installer (all products and materials); Road marking and delineation laborer; Setting and placing of all precast concrete products; Sign installation including supporting structure; Spraying of all epoxy, curing compound, or like material; sod layer; Air tool, power tool, and power equipment operator; Asphalt lute man; Asphalt raker man; Batch truck dumper; Bridge handrail erector; Handler (bulk or bag cement); Chain saw man; concrete puddler; concrete rubber; Concrete saw operator;

Core drill operator, eye level; Hand blade operator; Hydro seeder man; Motor-driven Georgia buggy operator; Power-driven compactor or tamper operator; Power saw operator; Pumpcrete assembly man; Screed man or screw man on asphalt paver; Rebar installer; Sandblaster man; Sealer applicator for asphalt (toxic); Setting and placing prestressed or precast concrete structural members; Side rail setter (for sidewalks, side ditches, radii, and pavements); Spreader box tender (manual or power-driven); Straw blower man; Subsurface drain and culvert pipe layer; Transverse and longitudinal hand bull float man; Concrete conveyor assembly man; Horizontal boring and jacking man; Jackman and sheetman; Pipe grade man; Winch and windlass operator

GROUP 2: Cutting torch burner; Laser beam aligner; Manhole erector; Sewer pipe layer; Water line installer, temporary or permanent; Welder (electric or oxy-acetylene) in connection with waterline and sewer work, Hod Carrier (tending bricklayers); Tying and associated grouting of utility lines

GROUP 3: Air track and wagon drillman; Concrete barrier rail form setter; Dynamite and powder man; General leadman; Concrete Saw Joint Control cutting

UTILITY CONSTRUCTION

BENTON, BOONE, CARROLL, CASS, CLINTON, FULTON, HOWARD, MIAMI,
MONTGOMERY, PULASKI, TIPPECANOE, TIPTON, and WHITE COUNTIES

Rates Fringes

Laborers:

GROUP 1.....	\$ 25.10	16.17
GROUP 2.....	\$ 25.40	16.17
GROUP 3.....	\$ 26.10	16.17

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

GROUP 1: Construction laborer; Fence erector; Flagger; Grade checker; Guard rail erector; Wire mesh layer; Joint man (mortar, mastic and all other types); Lighting installer (permanent or temporary); Lineman for automatic grade maker on paving machines; Mortar man; Multi-plate erector; Rip-rap installer (all products and materials); Road marking and delineation laborer; Setting and placing of all precast concrete products; Sign installation including supporting structure; Spraying of all epoxy, curing compound, or like material; sod layer; Air tool, power tool, and power equipment operator; Asphalt lute man; Asphalt raker man; Batch truck dumper; Bridge handrail erector; Handler (bulk or bag cement); Chain saw man; concrete puddler; concrete rubber; Concrete saw operator;

Core drill operator, eye level; Hand blade operator; Hydro seeder man; Motor-driven Georgia buggy operator; Power-driven compactor or tamper operator; Power saw operator; Pumpcrete assembly man; Screed man or screw man on asphalt paver; Rebar installer; Sandblaster man; Sealer applicator for asphalt (toxic); Setting and placing prestressed or precast concrete structural members; Side rail setter (for sidewalks, side ditches, radii, and pavements); Spreader box tender (manual or power-driven); Straw blower man; Subsurface drain and culvert pipe layer; Transverse and longitudinal hand bull float man; Concrete conveyor assembly man; Horizontal boring and jacking man; Jackman and sheetman; Pipe grade man; Winch and windlass operator

GROUP 2: Cutting torch burner; Laser beam aligner; Manhole erector; Sewer pipe layer; Water line installer, temporary or permanent; Welder (electric or oxy-acetylene) in connection with waterline and sewer work, Hod Carrier (tending bricklayers); Tying and associated grouting of utility lines

GROUP 3: Air track and wagon drillman; Concrete barrier rail form setter; Dynamite and powder man; General leadman; Concrete Saw Joint Control cutting

UTILITY CONSTRUCTION

DAVISS, DUBOIS, GIBSON, KNOX, PIKE, POSEY, SPENCER,
VANDERBURGH, & WARRICK COUNTIES

Rates Fringes

Laborers:

GROUP 1.....	\$ 25.10	16.17
GROUP 2.....	\$ 25.40	16.17
GROUP 3.....	\$ 26.10	16.17

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

GROUP 1: Construction laborer; Fence erector; Flagger; Grade checker; Guard rail erector; Wire mesh layer; Joint man (mortar, mastic and all other types); Lighting installer (permanent or temporary); Lineman for automatic grade maker on paving machines; Mortar man; Multi-plate erector; Rip-rap installer (all products and materials); Road marking and delineation laborer; Setting and placing of all precast concrete products; Sign installation including supporting structure; Spraying of all epoxy, curing compound, or like material; sod layer; Air tool, power tool, and power equipment operator; Asphalt lute man; Asphalt raker man; Batch truck dumper; Bridge handrail erector; Handler (bulk or bag cement); Chain saw man; concrete puddler; concrete rubber; Concrete saw operator;

Core drill operator, eye level; Hand blade operator; Hydro seeder man; Motor-driven Georgia buggy operator; Power-driven compactor or tamper operator; Power saw operator; Pumpcrete assembly man; Screed man or screw man on asphalt paver; Rebar installer; Sandblaster man; Sealer applicator for asphalt (toxic); Setting and placing prestressed or precast concrete structural members; Side rail setter (for sidewalks, side ditches, radii, and pavements); Spreader box tender (manual or power-driven); Straw blower man; Subsurface drain and culvert pipe layer; Transverse and longitudinal hand bull float man; Concrete conveyor assembly man; Horizontal boring and jacking man; Jackman and sheetman; Pipe grade man; Winch and windlass operator

GROUP 2: Cutting torch burner; Laser beam aligner; Manhole erector; Sewer pipe layer; Water line installer, temporary or permanent; Welder (electric or oxy-acetylene) in connection with waterline and sewer work, Hod Carrier (tending bricklayers); Tying and associated grouting of utility lines

GROUP 3: Air track and wagon drillman; Concrete barrier rail form setter; Dynamite and powder man; General leadman; Concrete Saw Joint Control cutting

UTILITY CONSTRUCTION

ELKHART COUNTY

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 25.40	16.17
GROUP 2.....	\$ 25.10	16.17
GROUP 3.....	\$ 26.10	16.17

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

GROUP 1: Construction laborer; Fence erector; Flagger; Grade checker; Guard rail erector; Wire mesh layer; Joint man (mortar, mastic and all other types); Lighting installer (permanent or temporary); Lineman for automatic grade maker on paving machines; Mortar man; Multi-plate erector; Rip-rap installer (all products and materials); Road marking and delineation laborer; Setting and placing of all precast concrete products; Sign installation including supporting structure; Spraying of all epoxy, curing compound, or like material; sod layer; Air tool, power tool, and power equipment operator; Asphalt lute man; Asphalt raker man; Batch truck dumper; Bridge handrail erector; Handler (bulk or bag cement); Chain saw man; concrete puddler; concrete rubber; Concrete saw operator; Core drill operator, eye level; Hand blade operator; Hydro seeder man; Motor-driven Georgia buggy operator;

Power-driven compactor or tamper operator; Power saw operator; Pumpcrete assembly man; Screed man or screw man on asphalt paver; Rebar installer; Sandblaster man; Sealer applicator for asphalt (toxic); Setting and placing prestressed or precast concrete structural members; Side rail setter (for sidewalks, side ditches, radii, and pavements); Spreader box tender (manual or power-driven); Straw blower man; Subsurface drain and culvert pipe layer; Transverse and longitudinal hand bull float man; Concrete conveyor assembly man; Horizontal boring and jacking man; Jackman and sheetman; Pipe grade man; Winch and windlass operator

GROUP 2: Cutting torch burner; Laser beam aligner; Manhole erector; Sewer pipe layer; Water line installer, temporary or permanent; Welder (electric or oxy-acetylene) in connection with waterline and sewer work, Hod Carrier (tending bricklayers); Tying and associated grouting of utility lines

GROUP 3: Air track and wagon drillman; Concrete barrier rail form setter; Dynamite and powder man; General leadman; Concrete Saw Joint Control cutting

LABO0645-006 04/01/2020

UTILITY CONSTRUCTION

KOSCIUSKO, LAGRANGE, & MARSHALL COUNTIES

Rates Fringes

Laborers:

GROUP 1.....	\$ 25.10	16.17
GROUP 2.....	\$ 25.40	16.17
GROUP 3.....	\$ 26.10	16.17

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

GROUP 1: Construction laborer; Fence erector; Flagger; Grade checker; Guard rail erector; Wire mesh layer; Joint man (mortar, mastic and all other types); Lighting installer (permanent or temporary); Lineman for automatic grade maker on paving machines; Mortar man; Multi-plate erector; Rip-rap installer (all products and materials); Road marking and delineation laborer; Setting and placing of all precast concrete products; Sign installation including supporting structure; Spraying of all epoxy, curing compound, or like material; sod layer; Air tool, power tool, and power equipment operator; Asphalt lute man; Asphalt raker man; Batch truck dumper; Bridge handrail erector; Handler (bulk or bag cement); Chain saw man; concrete puddler; concrete rubber; Concrete saw operator; Core drill operator, eye level; Hand blade operator; Hydro seeder man; Motor-driven Georgia buggy operator; Power-driven compactor or tamper operator; Power saw operator; Pumpcrete assembly man; Screed man or screw man

on asphalt paver; Rebar installer; Sandblaster man; Sealer applicator for asphalt (toxic); Setting and placing prestressed or precast concrete structural members; Side rail setter (for sidewalks, side ditches, radii, and pavements); Spreader box tender (manual or power-driven); Straw blower man; Subsurface drain and culvert pipe layer; Transverse and longitudinal hand bull float man; Concrete conveyor assembly man; Horizontal boring and jacking man; Jackman and sheetman; Pipe grade man; Winch and windlass operator

GROUP 2: Cutting torch burner; Laser beam aligner; Manhole erector; Sewer pipe layer; Water line installer, temporary or permanent; Welder (electric or oxy-acetylene) in connection with waterline and sewer work, Hod Carrier (tending bricklayers); Tying and associated grouting of utility lines

GROUP 3: Air track and wagon drillman; Concrete barrier rail form setter; Dynamite and powder man; General leadman; Concrete Saw Joint Control cutting

LABO0741-007 04/01/2020

UTILITY CONSTRUCTION

BARTHOLOMEW, BROWN, DEARBORN, DECATUR, FRANKLIN, JACKSON, JENNINGS, JOHNSON, LAWRENCE, MARTIN, MONROE, MORGAN, OHIO,

ORANGE & RIPLEY COUNTIES

Rates Fringes

Laborers:

GROUP 1.....	\$ 25.10	16.17
GROUP 2.....	\$ 25.40	16.17
GROUP 3.....	\$ 26.10	16.17

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

GROUP 1: Construction laborer; Fence erector; Flagger; Grade checker; Guard rail erector; Wire mesh layer; Joint man (mortar, mastic and all other types); Lighting installer (permanent or temporary); Lineman for automatic grade maker on paving machines; Mortar man; Multi-plate erector; Rip-rap installer (all products and materials); Road marking and delineation laborer; Setting and placing of all precast concrete products; Sign installation including supporting structure; Spraying of all epoxy, curing compound, or like material; sod layer; Air tool, power tool, and power equipment operator; Asphalt lute man; Asphalt raker man; Batch truck dumper; Bridge handrail erector; Handler (bulk or bag cement); Chain saw man; concrete puddler; concrete rubber; Concrete saw operator; Core drill operator, eye level; Hand blade operator; Hydro seeder man; Motor-driven Georgia buggy operator; Power-driven compactor or tamper operator; Power saw

operator; Pumpcrete assembly man; Screed man or screw man on asphalt paver; Rebar installer; Sandblaster man; Sealer applicator for asphalt (toxic); Setting and placing prestressed or precast concrete structural members; Side rail setter (for sidewalks, side ditches, radii, and pavements); Spreader box tender (manual or power-driven); Straw blower man; Subsurface drain and culvert pipe layer; Transverse and longitudinal hand bull float man; Concrete conveyor assembly man; Horizontal boring and jacking man; Jackman and sheetman; Pipe grade man; Winch and windlass operator

GROUP 2: Cutting torch burner; Laser beam aligner; Manhole erector; Sewer pipe layer; Water line installer, temporary or permanent; Welder (electric or oxy-acetylene) in connection with waterline and sewer work, Hod Carrier (tending bricklayers); Tying and associated grouting of utility lines

GROUP 3: Air track and wagon drillman; Concrete barrier rail form setter; Dynamite and powder man; General leadman; Concrete Saw Joint Control cutting

LABO0795-004 04/01/2020

UTILITY CONSTRUCTION

CLARK, CRAWFORD, FLOYD, HARRISON, JEFFERSON, PERRY, SCOTT,

SWITZERLAND, & WASHINGTON COUNTIES

Rates Fringes

Laborers:

GROUP 1.....	\$ 25.10	16.17
GROUP 2.....	\$ 25.40	16.17
GROUP 3.....	\$ 26.10	16.17

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

GROUP 1: Construction laborer; Fence erector; Flagger; Grade checker; Guard rail erector; Wire mesh layer; Joint man (mortar, mastic and all other types); Lighting installer (permanent or temporary); Lineman for automatic grade maker on paving machines; Mortar man; Multi-plate erector; Rip-rap installer (all products and materials); Road marking and delineation laborer; Setting and placing of all precast concrete products; Sign installation including supporting structure; Spraying of all epoxy, curing compound, or like material; sod layer; Air tool, power tool, and power equipment operator; Asphalt lute man; Asphalt raker man; Batch truck dumper; Bridge handrail erector; Handler (bulk or bag cement); Chain saw man; concrete puddler; concrete rubber; Concrete saw operator; Core drill operator, eye level; Hand blade operator; Hydro seeder man; Motor-driven Georgia buggy operator; Power-driven compactor or tamper operator; Power saw

operator; Pumpcrete assembly man; Screed man or screw man on asphalt paver; Rebar installer; Sandblaster man; Sealer applicator for asphalt (toxic); Setting and placing prestressed or precast concrete structural members; Side rail setter (for sidewalks, side ditches, radii, and pavements); Spreader box tender (manual or power-driven); Straw blower man; Subsurface drain and culvert pipe layer; Transverse and longitudinal hand bull float man; Concrete conveyor assembly man; Horizontal boring and jacking man; Jackman and sheetman; Pipe grade man; Winch and windlass operator

GROUP 2: Cutting torch burner; Laser beam aligner; Manhole erector; Sewer pipe layer; Water line installer, temporary or permanent; Welder (electric or oxy-acetylene) in connection with waterline and sewer work, Hod Carrier (tending bricklayers); Tying and associated grouting of utility lines

GROUP 3: Air track and wagon drillman; Concrete barrier rail form setter; Dynamite and powder man; General leadman; Concrete Saw Joint Control cutting

* LABO0999-001 04/01/2020

HEAVY AND HIGHWAY CONSTRUCTION

ALL COUNTIES EXCEPT: Jasper, Newton, & Starke

Rates Fringes

Laborers:

GROUP 1.....	\$ 25.10	16.17
GROUP 2.....	\$ 25.40	16.17
GROUP 3.....	\$ 26.10	16.17

LABORERS CLASSIFICATIONS

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

GROUP 2: Waterproofing; Handling of Creosot Lumber or like treated material (excluding railroad material); Asphalt Rakers and Lutemen; Kettlemen; Air Tool Operators and all Pneumatic Tool Operators; Air and Electric Vibrators and Chipping Hammer Operators; Earth Compactors Jackmen and Sheetmen working Ditches deeper than (6) ft.in depth; Laborers working in ditches (6) ft.in depth or deeper; Assembly of Unicrete Pump; Tile Layers (sewer or field) and Sewer Pipe Layer (metallic or non-metallic); Motor driven Wheelbarrows and Concrete Buggies; Hyster Operators; Pump

Crete Assemblers; Core Drill Operators; Cement, Lime or Silica Clay Handlers (bulk or bag); Handling of Toxic Materials damaging to clothing; Pneumatic Spikers; Deck Engine and Winch Operators; Water Main and Cable Ducking (metallic and non-metallic); Screed Man or Screw Operator on Asphalt Paver; Chain and Demolition Saw Operators; Concrete Conveyor Assemblers.

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

 LABO1112-003 04/01/2020

UTILITY CONSTRUCTION

BLACKFORD, DELAWARE, FAYETTE, GRANT, HAMILTON, HANCOCK, HENRY, JAY, MADISON, RANDOLPH, RUSH, UNION & WAYNE COUNTIES

Rates Fringes

Laborers:

GROUP 1.....	\$ 25.10	16.17
GROUP 2.....	\$ 25.40	16.17

GROUP 3.....\$ 26.10 16.17

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

GROUP 1: Construction laborer; Fence erector; Flagger; Grade checker; Guard rail erector; Wire mesh layer; Joint man (mortar, mastic and all other types); Lighting installer (permanent or temporary); Lineman for automatic grade maker on paving machines; Mortar man; Multi-plate erector; Rip-rap installer (all products and materials); Road marking and delineation laborer; Setting and placing of all precast concrete products; Sign installation including supporting structure; Spraying of all epoxy, curing compound, or like material; sod layer; Air tool, power tool, and power equipment operator; Asphalt lute man; Asphalt raker man; Batch truck dumper; Bridge handrail erector; Handler (bulk or bag cement); Chain saw man; concrete puddler; concrete rubber; Concrete saw operator; Core drill operator, eye level; Hand blade operator; Hydro seeder man; Motor-driven Georgia buggy operator; Power-driven compactor or tamper operator; Power saw operator; Pumpcrete assembly man; Screed man or screw man on asphalt paver; Rebar installer; Sandblaster man; Sealer applicator for asphalt (toxic); Setting and placing prestressed or precast concrete structural members; Side rail setter (for sidewalks, side ditches, radii, and pavements); Spreader box tender (manual or power-driven); Straw blower man; Subsurface drain and culvert pipe layer; Transverse and longitudinal hand bull float man; Concrete

conveyor assembly man; Horizontal boring and jacking man;
Jackman and sheetman; Pipe grade man; Winch and windlass
operator

GROUP 2: Cutting torch burner; Laser beam aligner; Manhole
erector; Sewer pipe layer; Water line installer, temporary
or permanent; Welder (electric or oxy-acetylene) in
connection with waterline and sewer work, Hod Carrier
(tending bricklayers); Tving and associated grouting of
utility lines

GROUP 3: Air track and wagon drillman; Concrete barrier rail
form setter; Dynamite and powder man; General leadman;
Concrete Saw Joint Control cutting

PAIN0012-006 05/01/2019

COMMERCIAL AND INDUSTRIAL

DEARBORN, OHIO, RIPLEY AND SWITZERLAND COUNTIES:

Rates Fringes

PAINTER

Brushes, Lead Abatement.....\$ 26.30	10.20
Brush & Roller,	
Paperhanger, Drywall Taping.\$ 25.30	10.20
Sandblasting, Waterblasting.\$ 26.05	10.20

Spray.....\$ 25.80 10.20

PAIN0027-005 06/01/2019

NEWTON COUNTY, West of Highway #41

Rates Fringes

GLAZIER.....\$ 44.85 37.57

PAIN0047-005 06/14/2019

BARTHOLOMEW, BOONE, BROWN, DECATUR, HAMILTON, HANCOCK,
HENDRICKS, JACKSON, JENNINGS, JOHNSON, LAWRENCE, MARION,
MARTIN, MONROE, MORGAN, ORANGE, AND SHELBY COUNTIES

Rates Fringes

PAINTER

BRIDGE WORK

Concrete/Masonry Bridges...\$ 26.44 13.30

Steel Bridges.....\$ 30.50 14.50

NON-BRIDGE WORK

Brush, Roller.....\$ 26.03 14.50

Spray and Sand-Blasting....\$ 27.03 14.50

PAIN0080-001 06/01/2019

BENTON, CARROLL, CASS, CLINTON, FOUNTAIN, MONTGOMERY TIPPECANOE
AND WARREN COUNTIES

Rates Fringes

PAINTER

Brush and Roller.....\$ 25.00	16.83
Spray and Sandblasting.....\$ 26.00	16.83

PAIN0091-007 06/01/2019

ELKHART, FULTON, KOSCIUSKO AND MARSHALL COUNTIES

Rates Fringes

PAINTER

Brush & Roller, Drywall	
Taping & Finishing,	
Vinyl/Paper Hanging.....\$ 26.00	16.09
Spray.....\$ 26.50	16.09

PAIN0118-005 06/01/2019

CLARK, CRAWFORD, FLOYD, HARRISON JEFFERSON, SCOTT AND
WASHINGTON COUNTIES

Rates Fringes

Painters:

Heavy Construction

Brush, Roller &

Paperhanger.....\$ 22.08 13.19

Spray, Sandblast &

Waterblast.....\$ 23.08 13.19

Highway Construction &

Railroad Bridges

Brush, Roller &

Paperhanger.....\$ 28.51 13.19

Spray, Sandblast &

Waterblast.....\$ 29.51 13.19

PAIN0156-001 04/01/2019

DAVISS, DUBOIS, GIBZSON, KNOX, PERRY, PIKE, POSSEY, SPENCER,
VANDERBURGH, AND WARRICK COUNTIES

Rates Fringes

Painters:

BRUSH & ROLLER OF MASTICS,

CREOSOTES, KEWINCH KOATE,

& COAL TAR EPOXY.....\$ 28.60 16.43

BRUSH & ROLLER.....\$ 27.60 16.43

DRYWALL FINISHERS.....\$ 27.85 16.43

SPRAY of MASTICS

CREOSOTES, KWINCH KOATE, COAL TAR EPOXY.....	\$ 29.60	16.43
SPRAY, SANDBLAST, POWER TOOLS, WATERBLAST & STEAM CLEANING.....	\$ 28.60	16.43

FOOTNOTE A:

- All Structures over 40? \$0.75/ hour above base wage
- All Structures over 75? \$1.50/ hour above base wage
- All Structures over 100? \$2.50/ hour above base wage

PAIN0197-001 06/01/2019

CLAY, GREENE, OWEN, PARKE, PUTNAM, SULLIVAN, VERMILLION AND
VIGO COUNTIES:

Rates Fringes

Painters:

Brush & Roller.....	\$ 26.75	13.07
Sandblasting.....	\$ 28.75	13.07
Spray & Pot Man.....	\$ 27.25	13.07

FOOTNOTE A: \$1.00 premium for work on structures over 40 ft.

above floor/ground level

\$2.00 premium for work on structures over 100 ft

above floor/ground level

PAIN0387-004 11/01/2017

DEARBORN, FRANKLIN, OHIO, RIPLEY, and SWITZERLAND COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 26.00	14.15

PAIN0460-004 06/01/2019

JASPER, NEWTON, PULASKI, STARKE AND WHITE COUNTIES

	Rates	Fringes
Painters:		
Brush & Roller		
Building.....	\$ 34.50	25.46
Brush and Roller		
Heavy and Highway.....	\$ 37.30	25.46
Drywall Taping & Finishing..	\$ 35.30	25.46

PAIN0469-002 06/01/2019

ADAMS, ALLEN, DEKALB, GRANT, HUNTINGTON, LAGRANGE, NOBLE,
STEUBEN, WABASH, WELLS, and WHITLEY COUNTIES

Rates Fringes

Painters:

Brush, Roller,

Paperhanger, & Drywall

Finishing.....\$ 24.36 13.80

Lead Abatement.....\$ 27.16 13.80

Spray & Sandblast Pot

Tenders and Ground

Personnel.....\$ 24.36 13.80

Spray, Sandblast, Power

Tools, Waterblast, & Steam

Cleaning.....\$ 24.36 13.80

PAIN0669-001 05/01/2019

BLACKFORD, DELAWARE, FAYETTE, FRANKLIN, HENRY, HOWARD, JAY,
MADISON, MIAMI, RANDOLPH, RUSH, TIPTON, UNION and WAYNE COUNTIES

Rates Fringes

Painters:

Brush; Roller;

Paperhanging; Drywall

Finishers.....\$ 20.50 13.69

Spray/Waterblasting;

Sandblasting.....\$ 21.50 13.69

PAIN1165-014 07/01/2019

CLARK, CRAWFORD, DAVIESS, DUBOIS, FLOYD, GIBSON, HARRISION,
JEFFERSON, KNOX, MARTIN, ORANGE, PERRY, PIKE, POSEY, SCOTT,
SPENCER, VANDERBURGH, WARRICK AND WASHINGTON

	Rates	Fringes
GLAZIER.....	\$ 29.13	16.07

PAIN1165-017 07/01/2019

ADAMS, ALLEN, BLACKFORD, DE KALB, GRANT, HUNTINGTON, JAY,
NOBLE, STEUBEN, WABASH, WELLS AND WHITLEY COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 25.77	14.65

PAIN1165-018 07/01/2019

JASPER and NEWTON (East of Highway #41) COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 36.00	24.27

PAIN1165-019 07/01/2019

ELKHART, FULTON, KOSCIUSKO, LAGRANGE, MARSHALL, PULASKI, and
STARKE COUNTY

	Rates	Fringes
GLAZIER.....	\$ 28.86	17.68

PAIN1165-022 07/01/2019

BARTHOLOMEW, BENTON, BOONE, BROWN, CARROLL, CASS, CLAY,
CLINTON, DECATUR, DELEWARE, FAYETTE, FOUNTAIN, GREENE, HAMILTON,
HANCOCK, HENDRICKS, HENRY, HOWARD, JACKSON, JENNINGS, JOHNSON,
LAWRENCE, MADISON, MARION, MIAMI, MONROE, MONTGOMERY, MORGAN,
OWEN, PARKE, PUTNAM, RANDOLPH, RUSH, SHELBY, SULLIVAN,
TIPPECANOE, TIPTON, UNION, VIGO, VERMILLION, WARREN, WAYNE, and
WHITE COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 27.56	16.87

PLAS0075-001 06/01/2017

CLAY, OWEN, PARKE, PUTNAM, VERMILLION AND VIGO COUNTIES:

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 25.75 13.50

PLAS0075-002 06/01/2017

GREENE and SULLIVAN COUNTIES

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 28.50 13.50

PLAS0101-001 06/01/2018

ELKHART, FULTON AND MARSHALL COUNTIES; PULASKI COUNTY (SOUTHERN
1/2):

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 31.50 14.30

PLAS0101-008 06/01/2014

ADAMS, ALLEN, DEKALB, HUNTINGTON, KOSCIUSKO, LAGRANGE, NOBLE,
STEUBEN, WELLS AND WHITLEY COUNTIES

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 23.38 11.94
PLASTERER.....\$ 25.69 11.75

PLAS0438-003 06/01/2018

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

Rates Fringes

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

PLAS0692-002 06/01/2016

AREA #46

BARTHOLOMEW, BOONE, BROWN, CLARK, CLAY, CRAWFORD, DAVIESS,
DUBOIS, GIBSON, HENDRICKS, JACKSON, JEFFERSON, JENNINGS,
JOHNSON, KNOX, LAWRENCE, MARION, MARTIN, MONROE, MORGAN,
ORANGE, OWEN, PARKE, PERRY, PIKE, POSEY, PUTNAM, SCOTT, SHELBY,
SPENCER, VANDERBURGH, VERMILLION, VIGO and WARRICK COUNTIES

Rates Fringes

PLASTERER.....\$ 25.04 13.23

PLAS0692-008 05/01/2017

BARTHOLOMEW, BROWN, CLARK, DEARBORN, FLOYD, JACKSON, JEFFERSON,
JENNINGS, LAWRENCE, OHIO, ORANGE, RIPLEY, SCOTT, SHELBY,
SWITZERLAND, and WASHINGTON Counties

Rates Fringes

CEMENT MASON/CONCRETE FINISHER

AREA #821.....\$ 24.18 13.49

PLAS0692-009 04/01/2020

AREA #83

BLACKFORD, DELAWARE, GRANT, HAMILTON (Northern Part), HANCOCK
(Northern Part), JAY, MADISON, TIPTON, and WABASH COUNTIES

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 26.00 15.54

PLASTERER.....\$ 25.49 11.95

PLAS0692-011 04/01/2020

AREA #83

DECATUR, FAYETTE, FRANKLIN, HENRY, RANDOLPH, RUSH, UNION and
WAYNE COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$	26.00	15.54
PLASTERER.....\$	25.49	11.95

PLAS0692-015 06/01/2016

AREA #121

BENTON, CARROLL, CASS, CLINTON, FOUNTAIN, HOWARD, MIAMI,
MONTGOMERY, TIPPECANOE, WARREN, WHITE and VERMILLION (Northern
Part) COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$	26.10	17.30
PLASTERER.....\$	27.71	16.40

PLAS0692-018 06/01/2017

AREA #165

NEWTON COUNTIES

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 38.88 23.73

PLAS0692-022 06/01/2017

Southward on Rt. No. 49 to the JASPER, BENTON and WHITE County lines, including the City Limits of Wheatfield, Rensselaer and Remington, Indiana. To the West, the boundary of NEWTON County

Rates Fringes

CEMENT MASON/CONCRETE FINISHER

AREA #406.....\$ 33.35 19.09

PLAS0692-023 06/01/2018

AREA #532

BOONE, HAMILTON (SOUTH HALF OF COUNTY NORTH TO NEW ROUTE INDIANA #32 INCLUDING NOBLESVILLE); HANCOCK COUNTY (SOUTHERN AND WESTERN PART OF HANCOCK COUNTY, NORTH TO BUT NOT INCLUDING FORTVILLE); HENDRICKS, JOHNSON, MARION and MORGAN COUNTIES

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 26.45 18.11

Slip Form Shift Work.....\$ 27.45 18.11
Swinging/Suspended Scaffold.\$ 26.70 18.11

PLAS0692-027 04/01/2020

AREA #566

CRAWFORD, DAVIESS, DUBOIS, GIBSON, HARRISON, KNOX, MARTIN,
PERRY, PIKE, POSEY, SPENCER, VANDERBURGH and WARRICK COUNTIES

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 28.30 18.31

PLUM0136-003 07/01/2019

BROWN, DAVIESS, DUBOIS, GIBSON, JACKSON, LAWRENCE, MARTIN,
MONROE, ORANGE, OWEN, PERRY, PIKE, POSEY, SPENCER, VANDERBURGH,
WARRICK, and WASHINGTON Counties

Rates Fringes

Plumbers and Pipefitters.....\$ 36.72 19.51

PLUM0157-002 01/01/2020

BENTON, CARROLL, CLINTON, FOUNTAIN, MONTGOMERY, TIPPECANOE,

WARREN AND WHITE COUNTIES:

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 38.23	18.28

PLUM0166-001 06/01/2020

ADAMS, ALLEN, BLACKFORD, DE KALB, GRANT, HUNTINGTON, NOBLE,
STEUBEN, WABASH, WELLS, and WHITLEY COUNTIES

	Rates	Fringes
Plumber and Steamfitter.....	\$ 38.16	17.46

PLUM0166-002 06/01/2020

ELKHART, KOSCIUSKO, and LAGRANGE COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 38.16	17.46

PLUM0172-001 05/28/2018

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

Rates Fringes

Plumber, Pipefitter,
Steamfitter.....\$ 33.60 20.26

PLUM0210-003 06/01/2018

JASPER (to the City of Rensselaer) and NEWTON COUNTIES

Rates Fringes

PLUMBER.....\$ 40.07 24.16

PLUM0392-006 06/01/2018

DEARBORN, OHIO, RIPLEY, AND SWITZERLAND COUNTIES

Rates Fringes

Plumbers and Pipefitters.....\$ 32.01 19.67

PLUM0440-002 06/04/2018

BARTHOLOMEW, BOONE, HAMILTON, HANCOCK, HENDRICKS, HOWARD,
JOHNSON AND MARION COUNTIES; MIAMI COUNTY (SOUTH OF A STRAIGHT
LINE WHERE ROUTE 218 ENTERS W. BOUNDARY); MORGAN, SHELBY and
TIPTON COUNTIES

Rates Fringes

Plumbers and Pipefitters.....\$ 37.67 16.79

PLUM0440-004 06/01/2018

FAYETTE, FRANKLIN, HENRY, RANDOLPH, RUSH, UNION and WAYNE
COUNTIES

Rates Fringes

Plumber and Steamfitter.....\$ 37.67 16.79

PLUM0502-001 08/01/2016

CLARK, FLOYD AND HARRISON COUNTIES

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 32.00 20.13

PLUM0597-004 06/01/2018

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

Rates Fringes

PIPEFITTER.....\$ 48.50 31.12

ROOF0023-004 06/01/2019

ADAMS, ALLEN, DEKALB, ELKHART, FULTON, HUNTINGTON, KOSCIUSKO,
LAGRANGE, MARSHALL, MIAMI, NOBLE, PULASKI, STARKE, STEUBEN,
WABASH, WELLS, and WHITLEY COUNTIES

Rates Fringes

ROOFER

COMPOSITION.....\$ 29.20 16.73

SLATE & TILE.....\$ 30.20 16.73

ROOF0026-002 06/01/2019

JASPER AND NEWTON COUNTIES

Rates Fringes

ROOFER.....\$ 37.64 20.33

ROOF0042-002 08/01/2019

DEARBORN, OHIO and RIPLEY COUNTIES

Rates Fringes

ROOFER.....\$ 28.25 16.27

ROOF0075-001 05/01/2020

FAYETTE, RANDOLPH, UNION, and WAYNE Counties

Rates Fringes

ROOFER

Composition.....\$ 24.38 19.39

Slate & Tile.....\$ 24.60 19.39

ROOF0075-002 05/01/2020

CLINTON COUNTY

Rates Fringes

ROOFER

Composition.....\$ 24.38 19.39

Slate & Tile.....\$ 24.60 19.39

ROOF0106-006 04/01/2019

CRAWFORD, DAVIESS, DUBOIS, GIBSON KNOX, MARTIN, ORANGE PERRY,
PIKE, POSEY, SPENCER, VANDERBURGH AND WARRICK

Rates Fringes

ROOFER

COMPOSITION.....\$ 30.30 16.52

SLATE & TILE.....\$ 30.80 16.52

ROOF0119-002 09/01/2019

BARTHOLOMEW, BLACKFORD, BOONE, BROWN, DECATUR, DELAWARE,
FRANKLIN, GRANT, HAMILTON, HANCOCK, HENDRICKS, HENRY, HOWARD,
JACKSON, JAY, JENNINGS, JOHNSON, LAWRENCE, MADISON, MARION,
MONROE, MONTGOMERY, MORGAN, PUTNAM, RUSH, SHELBY, and TIPTON
Counties

Rates Fringes

ROOFER.....\$ 26.65 11.40

ROOF0147-002 04/01/2018

CLARK, FLOYD, HARRISON JEFFERSON, SCOTT, SWITZERLAND, and
WASHINGTON Counties

Rates Fringes

ROOFER.....\$ 24.43 10.20

ROOF0150-002 07/01/2019

CLAY, GREENE, OWEN, PARKE, SULLIVAN, VERMILLION AND VIGO
COUNTIES

Rates Fringes

ROOFER.....\$ 27.88 15.35

SHEE0020-003 07/01/2019

Rates Fringes

Sheet metal worker (HVAC Duct
Work).....\$ 30.92 24.38

SHEE0020-010 07/01/2019

BARTHOLOMEW, BOONE, BROWN, DECATUR, DELAWARE, FAYETTE,
FRANKLIN, HAMILTON, HANCOCK, HENDRICKS, HENRY, JACKSON,
JENNINGS, JOHNSON, LAWRENCE, MADISON, MARION, MONROE,
MONTGOMERY, MORGAN, ORANGE, RIPLEY, RUSH, SHELBY, TIPTON, UNION
AND WASHINGTON COUNTIES

Rates Fringes

SHEET METAL WORKER.....\$ 34.95 23.40

SHEE0020-011 07/01/2019

CLINTON COUNTY

Rates Fringes

SHEET METAL WORKER.....\$ 33.31 25.02

SHEE0020-024 07/01/2019

CLAY, GREENE, MARTIN, OWEN, PARKE, PUTNAM, SULLIVAN,
VERMILLION, and VIGO COUNTIES

Rates Fringes

Sheet metal worker.....\$ 34.84 21.65

TEAM0135-003 04/01/2019

REMAINING COUNTIES

Rates Fringes

TRUCK DRIVER

GROUP 1.....\$ 29.66 15.94

GROUP 2.....	\$ 29.71	15.94
GROUP 3.....	\$ 29.76	15.94
GROUP 4.....	\$ 29.81	15.94
GROUP 5.....	\$ 29.86	15.94
GROUP 6.....	\$ 29.91	15.94
GROUP 7.....	\$ 29.96	15.94
GROUP 8.....	\$ 30.01	15.94
GROUP 9.....	\$ 30.06	15.94
GROUP10.....	\$ 29.51	15.94
GROUP11.....	\$ 30.06	15.94
GROUP12.....	\$ 30.16	15.94

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Single/batches axle straight trucks; Batch trucks, wet or dry 3 (34E) axle or less; Single axle Grease and maintenance truck

GROUP 2: Single axle fuel and water trucks

GROUP 3: Single axle ""dog-legs"", and tandem truck or dog-legs; Winch trucks or A-frames when used for transportation purposes; Drivers on batch trucks, wet or dry over 3 (34E) batches and tandem axle grease and maintenance truck

GROUP 4: Tandem axle fuel trucks; tandem axle water trucks; butuminous distributors (two-man)

GROUP 5: Tandem trucks over 15 tons payload; Single axle semi

trucks; Farm tractors hauling material; Mixer trucks (all types); Trucks pulling tilt-top trailer single axle; Single axle low-boys; Truck-mounted pavement breakers

GROUP 6: Tandem trucks or "dog-legs"; Semi-water Truck; Sprinkler Truck; Heavy equipment-type water wagons, 5,000 gallons and under; butuminous distributors (one-man)

GROUP 7: Tri-axle trucks; Tandem axle semi trucks; Equipment when not self-loaded or pusher loaded, such as Koehring or similar dumpsters, track trucks, Euclid bottom dump and hug bottom dump, tournatrailers, tournarockers, Acey wagons or for similar equipment (12 cu yds or less); Mobile mixer truck; Tandem Axle trucks pulling tilt-top trailer; Tandem - Axle lowboy; Tri- Axle batch Truck; Tri-Axle grease and maintenance truck

GROUP 8: Tandem-tandem semi trucks; Truck mechanics and welders; Heavy equipment-type water wagon over 5,000 gallons; Tri-Axle Trucks pulling tilt-top trailer; Low-boys, tandem-tandem axle

GROUP 9: Low-boys, tandem tri-axle; Acey wagons up to and including 3 buckets; Equipment when not self-loaded or pusher loaded, such as koehring or similar dumpsters, Track Trucks, Euclid bottom dump and hug bottom dump, Tournatrailers, Tournarockers, Acey wagons or for similar equipment (over 12 cu yds.)

GROUP 10: Pick-up trucks

GROUP 11: Helpers; Greasers; Tire men; Batch board tenders;
Warehouseman

GROUP 12: Acey wagon (over 3 buckets); Quad Axle Trucks;
Articulating Dump

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

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

violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of

the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"