CITY OF
WEST LAFAYETTE

NOTICE TO BIDDERS, INSTRUCTIONS TO BIDDERS, BID FORM, AGREEMENT FORM, GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, AND SPECIFICATIONS

FOR

2010 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SIDEWALK REPLACEMENT PROJECT

Board of Public Works and Safety
City of West Lafayette
609 W. Navajo Street
West Lafayette, Indiana

SECTION 00003

CITY OF WEST LAFAYETTE, INDIANA

2010 CDBG SIDEWALK REPLACEMENT PROJECT

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NOTICE TO BIDDERS

The Board of Public Works and Safety of the City of West Lafayette, Indiana will receive sealed bids for the **2010 CDBG SIDEWALK REPLACEMENT PROJECT** until the hour of **8:30 am** local time on **April 12, 2010** at the Office of the Clerk-Treasurer, City Hall, 609 West Navajo Street, West Lafayette, Indiana 47906 for the completion of the work hereinafter listed. After said time all bids received will be taken to the Board Room of the City Hall building and there be publicly opened and read aloud. Bids received after said time will be returned unopened. No oral, telephoned, telegraphed, facsimile, or email bids or changes to bids will be considered.

This project consists of installing sidewalks, curb, drive approaches, and universal access ramps on Robinson Street between DeHart Street and Stadium Avenue.

Bids must be entered upon the bid form and the State Board of Accounts Form 96 (Revised 2005) submitted in triplicate with the bid and non-collusion affidavit properly executed, and must comply with the statutes of Indiana and with the rules and regulations of the State Board of Accounts of Indiana. Bids shall be in a sealed envelope marked **"2010 CDBG SIDEWALK REPLACEMENT PROJECT"**. Forms are available at the City Engineer's Office, City Hall, 609 West Navajo Street, West Lafayette, Indiana.

The bid must be accompanied by a certified or cashier's check or bid bond in an amount not less than five percent (5%) of the total bid price made in favor of the City of West Lafayette, Indiana, which amount shall accrue to and become the property of the City should the Bidder, awarded the contract, fail to enter into the required written agreement and secure same with the required one hundred percent (100%) performance, payment and guarantee bond. Wage rates shall not be less than the common construction wage as determined pursuant to IC 5-16-7-1 et seq. as amended.

Instructions to Bidders, General Conditions, Special Conditions and Specifications are on file at the Office of the Clerk-Treasurer. Copies may be obtained, without deposit, from the Office of the City Engineer, City Hall, 609 West Navajo Street, West Lafayette, Indiana, 765.775.5130.

Bids remain in effect for thirty (30) days. The Board reserves the right to reject any or all bids and wave irregularities of bidding.

CITY OF WEST LAFAYETTE
BOARD OF PUBLIC WORKS & SAFETY
Judith C Rhodes, Clerk-Treasurer

Publish: 3/25/10 and 4/1/10

END OF SECTION

SECTION 00200

INSTRUCTIONS TO BIDDERS

ARTICLE 1 DEFINED TERMS

1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General conditions of the Construction Contract and Supplementary Conditions.

ARTICLE 2 COPIES OF BIDDING DOCUMENTS

2.01 Refer to the Notice to Bidders for information on how and where copies of the Bidding Documents may be examined or obtained.

2.02 Complete sets of Bidding Documents must be used in preparing bids; the City of West Lafayette does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 The City of West Lafayette, in making copies of the Bidding Documents available does so only for the purpose of obtaining bids on the work and does not confer a license or grant for any other use.

ARTICLE 3 QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the work, each Bidder must complete the Experience Questionnaire on the Indiana State Board of Accounts Form 96. The Bidder's financial statement shall be submitted in a separately sealed envelope, clearly marked Bidder's Financial Statement, enclosed in the sealed envelope containing the bid. The financial statement will be returned to the Bidder unopened with his Bid Security unless it is necessary to open the envelope for the purpose of determining the award. The financial statement submitted by the successful Bidder will be retained by the City.

3.02 Bidders who are nonresident corporations shall furnish to the City a certified copy of the Certificate of Authority to do Business in Indiana issued by the State of Indiana within 15 calendar days of notice to do so. Such notice will be given to Bidders who are nonresident corporations, to whom it appears an award will be made, and the copy of the certificate must be filed with the City before the award will be made. Failure to promptly submit this evidence of qualification to do business in the State of Indiana may be basis for rejection of the bid.

3.03 Each bidder must ensure that to the greatest extent feasible, opportunities for training and employment should be given to lower income residents of the project area and purchases and/or contracts for work in connection with the project should be awarded to small business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

3.04 Any one of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of its bid.

A More than one bid for the same work from one individual, firm, or corporation under the same or different names.

B Evidence of collusion among Bidders. Participants in such collusion will receive no recognition as Bidders for any future work of the City of West Lafayette until any such participant shall have been reinstated as a qualified Bidder.

C Lack of competency and adequate machinery, plant, and other equipment, as revealed by the Financial Statement and Experience Questionnaire.

D Unsatisfactory performance record as shown by past work judged from the standpoint of workmanship and progress.

E Uncompleted work which, in the judgment of the City, might hinder or prevent the prompt completion of additional work if awarded.

F Failure to pay, or satisfactorily settle, all bills due for labor and material on former contracts in force at the time of the bid opening.

ARTICLE 4 EXAMINATION OF CONTRACT DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 It is the responsibility of each Bidder before submitting a bid to:

A Examine and carefully study the Bidding Documents, including any Addenda and the other related data identified in the Bidding Documents;

B All Bidders are to inform themselves of the conditions under which the work is to be performed, the site of the work, the obstacles which may be encountered, and all other relevant matters concerning the work to be performed. The successful Bidder will not be allowed any extra compensation by reason of any matter or thing concerning which said Bidder might have fully informed himself, because of his failure to have so informed himself prior to the bidding.

C Become familiar with and satisfy Bidder as to all federal, state, and local laws and regulations that may affect cost, progress, or performance of the work;

D To study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data;

E Verify for themselves the accuracy of said quantities for their bidding purposes and adjust as necessary to satisfy the accuracy of their bids. Any and all quantities listed in these construction documents are approximate and for estimate purposes only. Any estimated quantity shown as UNDISTRIBUTED, shall be included in the base bid and be used to obtain a unit price based on the anticipated quantity. In other words, where 100 LF of drain tile is shown as an undistributed item, the bidder should include that quantity in their base bid and reflect the corresponding unit price, as requested, to allow additions or deletions to the anticipated quantity as determined by field conditions;

F To promptly notify Engineer of all conflicts, errors, ambiguities, or discrepancies which Bidder has discovered in or between the Contract Documents and other such related documents. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the City at least four (4) days prior to the date for receipt of bids;

G Become aware of the general nature of the work to be performed by the City and others at the site that relates to the work as indicated in the Bidding Documents;

H Correlate the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

I Agree at the time of submitting its bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its bid for performance of the work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents; and

J Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the work.

4.02 The submission of a bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the bid is premised upon performing and furnishing the work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies

that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work.

ARTICLE 5 PRE-BID CONFERENCE

5.01 There is not a pre-bid conference for this project.

ARTICLE 6 SITE AND OTHER AREAS

6.01 The site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the work are to be obtained and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by the City unless otherwise provided in the Bidding Documents.

ARTICLE 7 INTERPRETATIONS AND ADDENDA

7.01 No interpretation of the meaning of the Plans, Drawings, or other Contract Documents will be made to any Bidder orally. All questions about the meaning or intent of the bidding documents are to be directed to the City Engineer's Office in writing, mailed to: 609 West Navajo Street, West Lafayette, Indiana 47906. Interpretations or clarifications considered necessary by the Engineer in response to such questions will be issued by addenda. Addenda will be mailed or delivered to all who are known by the City of West Lafayette to have received a complete set of Bidding Documents. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose. No Addenda will be issued later than three (3) days prior to the date for receipt of bids except an Addendum, if necessary, postponing the date for receipt of bids or withdrawing the request for bids. Each bidder shall ascertain prior to submitting his bid that he has received all Addenda issued, and he shall acknowledge their receipt in his bid.

7.02 Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and bidders shall not rely upon such interpretations, corrections and changes.

ARTICLE 8 BID SECURITY

8.01 Each bid must be accompanied by bid security made payable to the City of West

Lafayette in an amount of five percent (5%) of Bidder's maximum bid price and in the form of a certified or bank cashier's check or a Bid Bond, on the form attached, issued by a surety meeting the requirements of paragraphs 5.01 and 5.02 of the General Conditions.

8.02 The bid security of the successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the bid security will be returned. If the successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within fifteen (15) days after the Notice of Award, the City may annul the Notice of Award and the bid security of that Bidder will be forfeited. The bid security of other Bidders whom the City believes to have a reasonable chance of receiving the award may be retained by the City until the earlier of the seventh day after the effective date of the agreement or the 90th day after the bid opening, whereupon bid security furnished by such Bidders will be returned.

8.03 Bid security of other Bidders whom the City believes do not have a reasonable chance of receiving the award will be returned within seven days after the bid opening.

ARTICLE 9 CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the work is to be completed and ready for final payment are set forth in the Agreement and in the Bid Form.

ARTICLE 10 LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages are set forth in the Agreement, if applicable.

ARTICLE 11 SUBSTITUTE AND "OR EQUAL" ITEMS

11.01 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the City Engineer at least five (5) days prior to the date for receipt of bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would

require shall be included. The burden of proof of the merit of the proposed substitute is upon the person who proposes it. The City Engineer's decision of approval or disapproval of the proposed substitution shall be final. If the City Engineer approves any proposed substitution, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

11.02 Before any contract is awarded, the Bidder may be required to furnish a complete statement of origin, composition, and manufacture of any or all materials to be used in the construction of the work together with samples. These samples may be subjected to tests provided for in these specifications to determine their quality and fitness for the work.

ARTICLE 12 PREPARATION OF BID

12.01 The Bid Proposal Form is included with the Bidding and Contract Documents. Prepare and present the Bid Form, including a fully executed Indiana State Board of Accounts Form No. 96 together with the Additional Provisions, in accordance with the Instructions to Bidders.

12.02 All blanks on the Bid Form shall be completed by printing in black ink and the bid signed. A bid price shall be indicated for each bid item listed therein.

12.03 A bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

12.04 A bid by a partnership shall be executed in the partnership name and signed by a partner, whose title must appear under the signature, accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

12.05 A bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

12.06 A bid by an individual shall show the Bidder's name and official address.

12.07 A bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture must be shown below the signature.

12.08 Print all names in black ink below the signatures.

12.09 Acknowledge receipt of all Addenda on the Bid Form.

12.10 Show the address and telephone number for communications regarding the bid.

12.11 Provide evidence of authority to conduct business as an out-of-state corporation in the State of Indiana in accordance with Article 3 above. Show state contractor license number, if any.

ARTICLE 13 SUBMITTAL OF BID

13.01 A bid shall be submitted no later than the time and place indicated in the Notice to Bidders and shall be enclosed in a sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the bid is submitted) and name and address of Bidder, and accompanied by the bid security and other required documents. If the bid is sent through the mail or other delivery system, the sealed envelope containing the bid must be enclosed in a separate envelope plainly marked on the outside with the notation "**BID – 2010 CDBG SIDEWALK REPLACEMENT PROJECT**". A mailed bid shall be addressed to City of West Lafayette, 609 West Navajo Street, West Lafayette, Indiana 47906 and sent by Certified Mail. Mailed bids must be received no later than the time fixed for opening bids.

ARTICLE 14 MODIFICATION AND WITHDRAWAL OF BID

14.01 A bid may be modified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where bids are to be submitted prior to the date and time for the opening of bids.

14.02 If, within 24 hours after bids are opened, any Bidder files a duly signed, written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the Engineer that there was a material and substantial mistake in the preparation of its bid, that Bidder may withdraw its bid and the bid bond will be returned. Thereafter, that Bidder will be disqualified from further bidding on the work to be provided under the Contract Documents.

ARTICLE 15 OPENING OF BIDS

15.01 Bids will be opened at the time and place indicated in the advertisement or Notice to Bidders and, unless obviously nonresponsive, read aloud publicly.

ARTICLE 16 BIDS TO REMAIN SUBJECT TO ACCEPTANCE

16.01 All bids will remain subject to acceptance for 30 calendar days after the day of the bid opening, but the City may, in its sole discretion, release any bid and return the Bid Security prior to that date.

ARTICLE 17 AWARD OF CONTRACT

17.01 The City reserves the right to reject any or all bids, including, without limitation, the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional bids and to reject the bid of any Bidder if the City believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. The City also reserves the right to waive all information not involving price, time or changes in the work and to negotiate contract terms with the successful Bidder. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum figures will be resolved in favor of the words.

17.02 In evaluating bids, the City will consider whether or not the bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

17.03 The City may conduct such investigations as the City deems necessary to establish the responsibility, qualifications and financial ability of Bidders to perform the work in accordance with the Contract Documents.

17.04 If the contract is to be awarded, the City will award the contract to the bidder whose bid will be in the best interests of the project.

ARTICLE 18 CONTRACT SECURITY AND INSURANCE

18.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth the City's requirements as to performance and payment bonds and insurance. When the successful Bidder delivers the executed Agreement to the City, it must be accompanied by such bonds.

18.02 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth the City's requirements as to insurance. Certificates of Insurance (and other evidence of insurance requested by the City or other additional insured) must be furnished, as required, before beginning work.

ARTICLE 19 SIGNING OF AGREEMENT

19.01 When the City gives a Notice of Award to the successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents, which are identified in the Agreement as attached thereto. Within 15 days thereafter, successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to the City with the required Bonds. Within ten days thereafter the City shall deliver one fully signed counterpart to successful Bidder.

ARTICLE 20 SALES AND USE TAX

20.01 The City is exempt from Indiana State Sales and Use Taxes on materials and equipment to be incorporated in the work. Said taxes shall not be included in the contract price.

ARTICLE 21 RETAINAGE

21.01 Provisions concerning retainage are set forth in the Agreement.

ARTICLE 22 WAGE RATES

22.01 Wage rates for the work shall not be less than the current State of Indiana prescribed wage scale. The prevailing wage rates applicable to the project are made a part of the Supplementary Conditions.

END OF SECTION

SECTION 00300

BID PROPOSAL FORM

2010 CDBG SIDEWALK REPLACEMENT PROJECT

Each contractor shall complete this form and submit it with his bid. The Total Base Bid amount should include the cost necessary to complete all work described by these documents. Unit prices shall apply to addition or deductions, by change order, to the contract as required/requested by the Owner.

ITEM No.	ITEM NAME	QUANTITY		UNIT PRICE	TOTAL PRICE
1	CONCRETE CURB (INCLUDES CURB FOR RAMPS AND APPROACHES)	1485 LF	X	/ LF =	
2	CONCRETE SIDEWALK	800 SYD	X	/ SYD =	
3	CONCRETE DRIVE APPROACH	125 SYD	X	/ SYD =	
4	UNIVERSAL ACCESS RAMP INSTALLATION	96 SYD	X	/ SYD =	
5	MODULAR BLOCK WALL	47 SYD	X	/ SYD =	
6	SET SEWER INLETS	4 EA	X	/ EA =	
7	TREE REMOVAL	8 EA	X	/ EA =	
8					
				TOTAL =	

CONTRACTOR _____

TOTAL BID PRICE (Total of all Contract Item Prices)

_____
(amount in words)

$_____
(amount in figures)

RECEIPT OF ADDENDUM (NUMBER) _____

Additional Provisions

1. Bidder acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

2. Bidder agrees that once the Notice to Proceed is issued, work will be complete in 60 calendar days.

3. The following documents are attached to and made a condition of this Bid:

    a. Required Bid Security in the amount of five percent (5%) of the Bid in the form of a certified or cashier's check, or a bid bond. The Bid Security will be retained or returned in accordance with Article 8 of the Instructions to Bidders.
    b. Required executed copy of Bidder's Qualification Statement with supporting data.
    c. Required Bidder's Financial Statement.

4. The terms used in this Bid which are defined in the General Conditions or Instructions to Bidders will have the meanings indicated in the General Conditions or Instructions to Bidders.

5. Accompanying this Bid is a certified check, a bank cashier's check, or bid bond which shall become the property of the City of West Lafayette, Indiana, if this Bid shall be accepted by the City of West Lafayette, Indiana, and the undersigned bidder fails to furnish the required bonds and insurance within fifteen (15) days and to enter into a Contract within thirty (30) days after the City's acceptance of this Bid.

IN WITNESS WHEREOF, this Bid is hereby signed and sealed as of the date indicated.

Bidder:

Date: _____ By: _____

_____
Printed name of signer

_____
Title of signer

END OF SECTION

SECTION 00500

AGREEMENT FORM

2010 CDBG SIDEWALK REPLACEMENT PROJECT

This agreement, made this ____ day of _____, **2010** at West Lafayette, Indiana, by and between the Board of Public Works and Safety for the City of West Lafayette, Indiana (hereinafter referred to as the "City") and _____ (hereinafter referred to as the "Contractor").

WITNESSETH:

That in consideration of the mutual covenants hereinafter set forth, the City and the Contractor agree as follows:

Article 1: SCOPE OF WORK

The Contractor shall furnish all labor and tools and equipment and do all things required for complete installation, construction, and resurfacing in accordance with the plans and specifications. The plans and specifications shall be on file in the office of the City Engineer.

Article 2: PAYMENT

The City shall pay to the Contractor, in full and complete payment for all performance of the Contract, in current funds. The estimated sum of _____ defined as the contract price, and computed from the Contractors Bid included herein. The final contract price will be the result of the actual installed quantities of materials multiplied by the corresponding contract unit prices. Variance from the estimated plan quantities will be done by change order for any additions or deletions to the contract as determined by the work and approved by the West Lafayette Board of Public Works and Safety.

Said contract price shall be paid to the Contractor in installments in the manner provided in, and under conditions of, the General Conditions.

If litigation is commenced to enforce any term of this contract, the prevailing party is entitled to receive litigation costs including reasonable attorney fees.

Article 3: CONTRACT DOCUMENTS

The contract documents include this agreement, current wage rate table, the General Conditions, Special Conditions, Materials Specifications, the Contractor's maintenance bond, and the Contractor's certification of insurance, together with plans and any subsequent addenda.

Said documents are hereby incorporated into and made a part of this agreement the same as if herein fully set forth.

Article 4: SEVERANCE

The intent of the parties is that this agreement be deemed entire in the sense that its purpose is to establish one price for the doing of the whole work, and that it be deemed severable in the sense that the voidance of any part or portion shall not void the remainder.

It is understood and agreed that partial payments may be made for the mutual convenience of the City and Contractor but shall not be construed as the City's acceptance of a part or portion of the work. Acceptance is to only in the manner prescribed in the General Conditions.

Article 5: RECORDS

The Contractor will maintain proper records for review by the City.

Article 6: DATE OF COMPLETION

The Contractor agrees that he will have the work contained in this contract completed by **July 30, 2010**.

IN WITNESS WHEREOF we have set our hands the day and year first above written.

CONTRACTOR:

_____
Name, Title
Company Name

BOARD OF PUBLIC WORKS AND SAFETY

_____
John R. Dennis, Mayor

_____
Sana G. Booker, Member

_____
Bradley W. Marley, Member

_____
Jonathan C. Speaker, Member

_____
Elizabeth M. Stull, Member

_____
ATTEST: Judith C. Rhodes, Clerk-Treasurer

END OF SECTION

SECTION 00700

STANDARD GENERAL CONDITIONS

TO GOVERN CONSTRUCTION, REPAIR AND MAINTENANCE CONTRACTS WITH THE CITY OF WEST LAFAYETTE, INDIANA

Adopted June 8, 1993 by the Board of Public Works and Safety of the City of West Lafayette, Indiana

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ARTICLE 1 SCOPE

1.01 Contractor shall furnish all labor and materials, equipment, services, tools, fuel, water, electricity, transportation and all other items necessary for, and incidental to, complete construction of the work, and shall do all things required by the contract documents.

1.02 Contractor shall procure all permits and licenses and pay all charges and fees in connection there-with, and shall give all notices, necessary for, and incidental to, lawful prosecution of the work.

1.03 The General Conditions apply equally to all classifications of work.

ARTICLE 2 DEFINITIONS

2.01 City refers to the City of West Lafayette, Indiana.

2.02 Contractor is identified in the written agreement.

2.03 Subcontractor is a person, firm or corporation undertaking a portion of the work by virtue of an agreement with the Contractor. A subcontractor bears no contractual relationship to the City and under the City-Contractor agreement is deemed an employee of the Contractor.

2.04 Engineer refers to the City Engineer of the City of West Lafayette, Indiana.

2.05 Plans refer to the approved drawings, profiles, sections, details and notations issued by the City as the basis for bidding and for construction of the project.

2.06 Specifications the written directions, provisions, requirements and instructions, together with all material incorporated therein by reference, pertaining to the work and issued by the City as supplemental to the plans.

2.07 Working drawings refer to data sheets, shop and setting drawings, erection drawings, false work drawings, coffer dam plans, bending diagrams for reinforcing steel, and supplemental plans and that which the Contractor is required to submit to the Engineer for approval.

2.08 Contract documents include the written agreement between the City and the Contractor together with all Modification Agreements, the plans and specifications together with all addenda, the Contractor's bid, performance bond and certificate of insurance, the Advertisement for Bids, the Instruction to Bidders, these General Conditions, the Special Conditions, and the working drawings.

2.09 Project refers to the improvements which are the subject to the contract documents.

2.10 Site is the field location of the project.

2.11 Work includes all performance required of the Contractor under the Contract Documents. It also includes all materials, labor, tools, equipment, services, fuel, water, electricity, transportation, apparatus, controls, services, and related items which are necessary, or are customarily furnished, for proper and complete construction, erection and installation of materials, equipment and systems.

2.12 Extra Work includes any work by the Contractor in addition to that required by the Contract Documents, when secured by a written Modification Agreement executed by the City and by the Contractor.

2.13 Addendum (plural Addenda) is a correction of, addition to, modification of, or clarification of the plans and specifications, and is issued by the Engineer prior to the time set for receiving bids.

2.14 Modification Agreement is a written pact between the City and the Contractor, pertaining to the project, and entered subsequently to the signing of the contract.

2.15 Approved or Approval refers to an act of the Engineer unless the wording in context refers specifically to another.

2.16 Or Equal or Equal To refers to favorable comparison to a specific standard and is by decision of the Engineer.

2.17 Graphic Symbols are as defined, or indicated by notation, on the plans and working drawings.

2.18 Any technical term or abbreviation which is not defined in the contract documents shall be construed according to its usage in the edition of Indiana Department of Transportation Standard Specification current at the time of signing of the contract.

ARTICLE 3 CODES AND ORDINANCES

3.01 The following codes and standards insofar as they pertain to field construction shall govern the work, except that in any case of conflict with the General Conditions or with the plans and specifications said General Conditions and plans and specifications shall govern:

A Edition of the Indiana Dept. of Transportation Standard Specifications current at the time of signing the bids, except that the work "Dept." as used therein shall be

changed to "City"

B The edition of the American Concrete Institute Code current at the time of signing the bids

C The edition of the American Institute of Steel Construction Code current at the time of signing of the bids

D Rules and regulations of the Dept. of Fire & Building Services, the State Board of Health of Indiana, and the State Fire Marshal

E Codes and Ordinances of the City of West Lafayette, Indiana

F Laws of the United States and statutes of Indiana

ARTICLE 4 COORDINATION

4.01 The Contractor shall give not less than 72 hours advance notice to the Police Department, the Fire Department and emergency ambulance services before blocking off of any traffic lane, and shall notify said departments when such blockage is removed.

4.02 Contractor shall not permit drainage of surface water, storm runoff water, or water standing in any pond or excavation, into any sewer before completion of the project and shall bear all costs of damages to the sewer and to properties connected to such sewer should such drainage into a sewer occur.

ARTICLE 5 PLANS AND SPECIFICATIONS

5.01 It is the intent of the plans and specifications that each compliments the other in describing the work. What is called for by one shall be as binding as if called for by both.

5.02 It is the intent of the plans and specifications that items which, in the knowledge of craftsmen skilled in the trade, or which are generally known to be necessary to the adequacy or function of the finished project, or which are made mandatory by code, ordinance or statute and are, therefore, included by reference to such code, ordinance or statute, shall be furnished and installed without extra charge even though not specifically mentioned in the contract documents.

5.03 In event of discrepancy between the documents the Engineer's interpretation, delivered in writing, shall be a condition precedent to litigation.

5.04 Plans and specifications are prepared in such manner as to facilitate the letting

of separate contracts. In each separate contract with the City the word "contractor" shall be used as herein defined: in no case shall it be construed as referring to a subcontractor.

ARTICLE 6 SEVERANCE

6.01 The contract is deemed several in the sense that voidance of any part or portion shall not void the remainder. It is deemed entire in the sense that the intent is to establish one price for the doing of the whole work; partial payments are not allocated absolutely to certain parts of the work but are made for the mutual convenience of the Contractor and the City. Partial payment shall not be construed as final acceptance of work done or of any material incorporated into the construction.

ARTICLE 7 CLASSIFICATIONS OF CONSTRUCTION, SEPARATE CONTRACTS

7.01 The City shall have the right to engage separate contractors for different classifications of construction, and at any time during the construction period, or thereafter, to engage others for work pertaining to construction or occupancy and not already under contract, and each shall have right of access to the project.

7.02 It shall be the duty of each contractor to coordinate his work with that of others, and to place his work in such manner that no extra work or extra expense is placed upon others. Each shall do such cutting and patching as is necessary to receive his work, and shall patch, or integrate into the construction, such cutting to the satisfaction of the City, and shall bear full guarantee responsibility for his cutting and patching of the work of others. Each contractor shall be responsible for excavating to receive his own work and for backfilling such excavation to the standards of the construction specifications.

7.03 Where the work of two (2) or more contractors is interdependent for final function, and such final function is impaired by reason of failure of coordination between contractors, the entire cost of correction shall be borne by the contractor responsible. The Engineer shall decide such issues and his written decision shall be a condition precedent to litigation.

7.04 Where damage to the project or any of its component parts occurs in consequence of defective materials or workmanship, or of defective or malfunctioning part or mechanism, the contractor responsible for the initial installation of such material, workmanship, part of mechanism shall bear all costs of repair of such damage. The Engineer shall decide such issues and his written decision shall be a condition precedent to litigation.

ARTICLE 8 BOND, INSURANCE, LEGAL RESPONSIBILITY, AND PUBLIC SAFETY

8.01 The Contractor shall furnish to the City an acceptable performance and payment bond in the amount of one hundred percent (100%) of the contract price including subsequent modifications of work and contract price. Said bond shall secure the Contractor's performance, and payment of labor, materials, subcontractors, supplies and any furnishing service. Bid bond shall be written by a surety authorized to do business in the State of Indiana and who maintains at least one (1) established place of business, in the State and in a location of which the continuance is not dependent upon decision of individual personnel of the Surety within the State.

8.02 The City of West Lafayette's risk management strategy requires the contractor provide us with evidence of insurance that meets the minimum requirements listed below for this project. This coverage must be placed with an insurance company with an A.M. Best rating of A-:VII or better. Please provide a Waiver of Subrogation in favor of the City of West Lafayette, Indiana as it pertains to Commercial General Liability, Workers Compensation, and Automobile Liability.

8.03 Insurance Requirements:

(a) Commercial General Liability (Occurrence Form)

Each Occurrence	$1,000,000
Products/Completed Operations Aggregate	$2,000,000
General Aggregate	$2,000,000
(other than Prod/Comp Ops Liability)	
Personal & Advertising Injury Liability	$1,000,000

Coverage shall be subject to a per project or vendor general aggregate provision that names all jobs performed by subcontractor if applicable. The City of West Lafayette, Indiana must be named as an Additional Insured per ISO forms CG2010 and CG2037 or their equivalent. The insurance will be considered primary and noncontributory before any other applicable coverage. Include Waiver of Subrogation in favor of the City of West Lafayette, Indiana.

(b) Automobile Liability $1,000,000 each accident

If subcontractor at any time transports hazardous materials, subcontractor shall carry appropriate auto pollution coverage. Hired and Non-Owned auto liability coverage is to be included. The insurance will be considered primary and noncontributory before any other applicable coverage. Include Waiver of Subrogation in favor of the City of West Lafayette, Indiana.

(c) Workers Compensation and Employer's Liability

Worker's Compensation	State Statutory Limits
Employer's Liability	
Bodily Injury by Accident	$1,000,000 ea. accident

Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 ea. employee

Include Waiver of Subrogation in favor of the City of West Lafayette, Indiana.

(d) Umbrella Liability

Each Occurrence and Aggregate	$1,000,000

(e) Professional Liability (Applicable for Professional Services only rendered to the City) All subcontractors performing design, engineering, surveying, testing, or other professional services shall carry professional liability (errors and omissions) insurance. This policy shall provide at least $1,000,000 for each occurrence and $2,000,000 aggregate.

8.04 The Contractor shall secure, and maintain throughout the life of this contract, such insurance as will protect himself, the City and the Engineer from claims for bodily injury, death or property damage, arising from the Contractor's operations under the contract documents. Policies shall include the standard rider for coverage under Paragraph 8.03 of Article 8 of these General Conditions. Each policy shall contain a clause providing that such policy shall not be canceled by the insurer until after 30 days written notice, to the City, of intent to cancel. The Contractor shall not commence construction, or any operation pertaining thereto, until he has obtained all insurance required by this paragraph and shall have filed with the City either the insurer's certificate of such insurance or certified copies of the policies.

8.05 Indemnity: The Contractor shall indemnify and save harmless the City and agents and employees of the City, and the Engineer and agents and employees of the Engineer, from and against the maximum as allowed by law every loss and expense incurred by the City and agents and employees of the City and the Engineer and agents and employees of the Engineer, these and any of them, on account of claim, demand, payment, suit, action, judgment or recovery occurring by reason of, or out of, the work. Said indemnity shall be in the full amount of recovery had against the City and agents or employees of the City and the Engineer and agents and employees of the Engineer, these and any of them, plus such expense as may be incurred in determining and defending against such action, and plus legal fees of Defense Counsel.

8.06 Patents and Royalties: If the Contractor uses any design, device, material, method or process covered by patent or copyright he shall provide for such use by legal agreement with the holder of the patent or copyright and shall pay all fees and charges pertaining thereto.

ARTICLE 9 USE OF SITE

9.01 The Contractor bears full responsibility for prevention of injury to or destruction

of streets, roads, pavements, drives, curbs, parking areas, ponds, graded areas, walkways, fences, signs, plantings and beddings, trees and shrubbery, grass, walls, buildings, structures, wires, poles, guys, foundations, conduits, pipes, mains, sewers, and all appurtenances, apparatus and construction pertaining thereto, and all items of existing construction of whatsoever nature, and shall bear all costs of satisfactory repair, replacement or restitution without additional compensation from the City.

ARTICLE 10 MATERIALS AND TESTING

10.01 Only materials approved by the Engineer as conforming to the plans and specifications shall be used in construction. Approval of a source shall not constitute acceptance of all materials from that source.

10.02 The Contractor shall provide such facilities as the Engineer may require for collecting and forwarding of samples. All samples shall be furnished by the Contractor without charge.

ARTICLE 11 WORKMANSHIP

11.01 Workmanship shall be to the best quality of each trade involved.

ARTICLE 12 PROSECUTION AND PROGRESS

12.01 Construction shall start within the ten (10) calendar days following consecutively after the Engineer's issuance of the notice to proceed, or as soon after said ten (10) days as weather and site conditions shall permit.

12.02 Should the Contractor fail to deploy at the site during normal working hours sufficient labor, equipment and materials to take full advantage of permissive weather and site conditions, or shall perform construction unsuitable or in a reckless or irresponsible manner, or shall neglect or refuse to remove unsuitable construction and replace same with approved construction, or shall discontinue all or any part of construction before completion without approval of the Engineer, or shall fail to pay bills pertaining to the work, or shall become unable adequately to finance the work, the following rights shall accrue to the City:

A The right to refuse further payment as long as the Contractor's delinquency shall exist, and

B The right to notify the Contractor or Surety, or both, that such delinquency exists and to specify what action shall be taken by the Contractor or Surety, or both. If the Contractor or Surety shall not, within the fourteen (14) calendar days following consecutively after the day of such notice, proceed in

accordance therewith, and thereafter continue diligently in accordance therewith, the City shall have the right to take all or any part of the work out of the Contractor's hands. The City shall then have the option of employing others to finish such work or of turning such work over to the Surety for completion. All costs, legal fees and engineering fees thereby incurred by the City shall be deducted from the unpaid balance of the contract price, and, if such unpaid balance is insufficient or non-existent, shall lie against the bond.

C The rights stated under (a) and (b) above are not mutually exclusive. The City may exercise any or all of said rights, or may exercise the rights stated under (a) and, at a later date exercise the rights under (b).

D The Contractor shall have no additional compensation on account of the City's exercise of rights under (a) and (b) above.

ARTICLE 13 CONTRACTOR'S PROCEDURES AND METHODS

13.01 The Contractor is an independent contractor. Construction procedures and methods are at Contractor's option, subject only to quality of materials used and that the finished construction meet the standards of the plans and specifications.

13.02 Neither the City nor the Engineer shall be deemed responsible for construction methods or procedures used by the Contractor, nor for the adequacy of safety of construction methods or procedures used by the Contractor.

ARTICLE 14 ACCEPTANCE OF CONSTRUCTION

14.01 It is the intent of the contract documents to provide for a completed project. It is the intent of the contract documents that one (1) price be established for the doing of the whole work. The Contractor is an independent contractor, responsible for constructing and turning over to the City the project completed and in accordance with plans and specifications.

14.02 No action of the City, its officials, or its agents or employees, and no action of the Engineer or any agent or employee of the Engineer, shall constitute final acceptance of portions or parts of the project, or of workmanship of a portion or part, or of a material installed.

14.03 Upon completion of the project the Contractor shall so notify the Engineer. The Board of Public Works and Safety of the City of West Lafayette, Indiana, shall then inspect the project and furnish to the Contractor a written list of exceptions, if any. When such exceptions, if any, have been corrected by the Contractor, construction shall be deemed complete. The Board shall then furnish to the Contractor a written acceptance of the project.

ARTICLE 15 EXTRA WORK

15.01 All modification agreements shall be in writing.

ARTICLE 16 PAYMENT

16.01 Partial payments will be made, subject to restrictions stated elsewhere in these General Conditions, in such manner that the total of such payments shall at no time prior to final payment exceed ninety percent (90%) of the Contractor's investment in the work or of the contract price, whichever is the smaller.

16.02 Such payments shall be due and payable on or before the tenth (10th) day of each calendar month on application submitted on or before the first (1st) day of such month.

16.03 Each request for payment shall be supported by an itemized statement listing the following:

A Original contract price
B Modification agreement prices
C Current contract price
D Total cumulative value of work done
E Deduction of ten percent (10%) of such total cumulative value
F Net amount earned
G Deduction of previous payments
H Amount of payment to be made

16.04 Each request shall be supported by the certificate of the Engineer.

16.05 Ten percent (10%) of the contract price including extras and credits, shall be withheld during the sixty (60) calendar days following consecutively after the date of acceptance of the project and shall be due and payable on the sixty first (61st) day. The Board of Public Works and Safety may, at its discretion, waive the sixty (60) day withholding period upon Contractor's submittal of evidence of payment of all claims pertaining to the work, or submittal of waivers of lien executed by creditors.

16.06 The City shall have the right to withhold from amounts due the Contractor sufficient sums to pay all labor, subcontractors, materials suppliers and those furnishing services, and such amounts as the City may deem necessary to protect its interest on account of:

A defective work;

B claim filed or reasonable evidence of a claim to be filed;
C failure of the Contractor to make payments properly to labor, subcontractors, materials suppliers and others in interest;
D a reasonable doubt that the work can be completed for the unpaid balance; and
E failure, or refusal, of the Contractor to expedite the work in compliance with the contract documents.

ARTICLE 17 ASSIGNMENT

17.01 The Contractor shall not assign the contract or monies due under the contract without written consent of the City.

ARTICLE 18 USE OF SUBCONTRACTORS

18.01 The Contractor shall have the right to employ subcontractors for a reasonable amount of the work, and his selection of individual subcontractors shall not be subject to review by, or approval of, the City.

18.02 No contractual relationship, pertaining to the work, shall exist between the City and any subcontractor. No act of supervision or inspection, or any approval or acceptance given, shall be taken as implying a contractual relationship between the City and any subcontractor. A subcontractor is to be deemed an employee of the Contractor. The Contractor shall bear full responsibility for the actions of subcontractors, the same as for other employees of the Contractor.

ARTICLE 19 DISCIPLINE

19.01 The Engineer shall have the right to require removal from the project of employees of the Contractor for overt incompetence, recklessness, negligence, damage to work, or for language, habits, manners or acts offensive to the community.

19.02 No intoxicating beverages shall be permitted on the site. The Engineer shall have the right to require dismissal of any employee appearing to be under the influence of alcohol.

ARTICLE 20 CLAIMS FOR EXTRA WORK

20.01 No claim for extra compensation shall be allowed where based upon failure of the Contractor to understand the plans and specifications, nor upon failure of the Contractor to discover work noted upon the plans or in the specifications.

20.02 No claim for extra compensation shall be allowed where based upon an oral agreement. All agreements shall be in writing and signed by all parties to the contract.

ARTICLE 21 DISCHARGE OF CONTRACT

21.01 The contract shall be considered as discharged when each and every one of the following conditions have been met:

A All construction has been completed and has been accepted by the City.

B Payment in full has been made.

C The guarantee period has expired and no exceptions, given to the Contractor in writing prior to the expiration of the guarantee period, remain uncorrected.

D The provisions of Article 8, Paragraph 8.03 are met either by judgment or settlement or by an applicable statute of limitations.

ARTICLE 22 EXISTING FACILITIES

22.01 Wherever the contract documents require connection to, interception of, revision of, or alterations of any existing facility it shall be the duty of the Contractor to uncover such points of connection, interception, revision or alteration before commencing construction related thereto or dependent thereon and to verify the size, location, dimension, elevation and gradient of such existing facility. The Contractor shall notify the Engineer of such findings and, if a discrepancy is found between actual and anticipated conditions, shall not commence related construction until instructions are received from the Engineer and the contract price adjustment, if any, has been agreed to in writing.

22.02 Should the Contractor fail to comply with the above provision, and all or any part of the project be impaired by reason of a discrepancy between actual and anticipated conditions, the Contractor shall bear the entire expense of correction and shall receive no compensation thereof.

ARTICLE 23 OPEN COMPETITION

23.01 Where in the plans and specifications certain materials, trade names, catalog numbers or articles of certain manufacture are mentioned it is done for the purpose of establishing standards of quality, performance, durability and efficiency and is not to be construed as limiting competition. Other name materials may be used if in the opinion of the Engineer they are equal in quality,

performance, durability and efficiency to those mentioned, and are of a design in harmony with the work as outlined, and the Engineer gives written approval of a substitution before such articles are ordered by the Contractor.

ARTICLE 24 GUARANTEE

24.01 The Contractor shall guarantee against defects in materials and workmanship for a period of one (1) year commencing with the date of final acceptance of the finished project by the West Lafayette Board of Works and Public Safety. The Contractor shall satisfactorily repair or replace any and all defective materials, whether because of the material or the workmanship of installing it, and shall satisfactorily repair or replace any and all defective or malfunctioning parts and mechanisms, all without cost to the City, during the guarantee period. Contractor shall bear all costs of satisfactorily repairing damage to the project, its component parts, and to property, where such damage is a direct result of defective materials or workmanship or of any defective or malfunctioning part of mechanism installed by the Contractor.

24.02 This guarantee shall be secured by a one (1) year extension of the Contractor's performance bond. The guarantee is a part of the contract and is not to be in a separate writing.

ARTICLE 25 NON-DISCRIMINATION

25.01 The Contractor shall, in hiring, comply with the Federal and State statutes and regulations pertaining to nondiscrimination in hiring, and in hiring shall not discriminate on account of race, creed or color.

END OF SECTION

SECTION 00800

SUPPLEMENTARY CONDITIONS

2010 CDBG SIDEWALK REPLACEMENT PROJECT

There are no Supplementary Conditions for this project.

EXHIBIT A

WAGE RATES

2010 CDBG SIDEWALK REPLACEMENT PROJECT

GENERAL DECISION: IN20100006 03/12/2010 IN6

Date: March 12, 2010
General Decision Number: IN20100006 03/12/2010

Superseded General Decision Number: IN20080006

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

Modification Number	Publication Date
0	03/12/2010

ASBE0008-004 07/01/2009

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)	$ 26.98	11.89
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)	$ 22.60	9.40

ASBE0018-004 06/01/2009

BARTHOLOMEW, BENTON, BOONE, CARROLL, CLINTON, DELAWARE, FOUNTAIN, HAMILTON, HANCOCK, HENDRICKS, HOWARD, JOHNSON, MADISON, MARION, MONROE, MONTGOMERY, MORGAN, SHELBY, TIPPECANOE, TIPTON, AND WARREN COUNTIES:

mechanical systems).....$ 29.04 12.36
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).....$ 18.70 9.70

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* ASBE0051-003 10/01/2009

CLARKE, FLOYD, HARRISON, and JENNINGS 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)	$ 24.41	9.81
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)	$ 19.35	10.35

ASBE0079-002 07/01/2008

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, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems))	$ 22.60	9.40

BRIN0003-001 06/01/2009

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

CLAY, DAVIESS, GIBSON, GREENE, KNOX, MARTIN, PARKE, PIKE,
PUTNAM, SULLIVAN, VERMILLION, and VIGO COUNTIES

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS, STONE MASONS, POINTER/ CLEANER/CAULKER	$ 29.50	10.43
CEMENT MASON	$ 27.08	9.60
GREENE AND SULLIVAN COUNTIES:	$ 26.93	9.60
TERRAZZO FINISHERS	$ 18.92	5.70
TERRAZZO WORKER	$ 29.50	9.33
TILE AND MARBLE FINISHERS	$ 19.80	5.72
TILE LAYER, MARBLE MASON, MOSAIC WORKER	$ 28.90	9.23

BRIN0004-016 06/01/2009

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

	Rates	Fringes
Bricklayer, Stonemason, Pointer, Caulker & Cleaner	$ 28.05	12.14
TERRAZZO FINISHER	$ 18.92	5.70
TERRAZZO WORKER/SETTER	$ 29.50	9.33
Tile & Marble Finisher	$ 19.80	5.72
Tile & Marble Setter; Mosaic Worker	$ 28.90	9.23

BRIN0006-001 06/01/2009

MERRILLVILLE
JASPER, NEWTON & STARKE COUNTIES

	Rates	Fringes
Bricklayer, Stone Mason, Marble Mason, Terrazzo Worker, Tile Layer, Pointer, Cle	$ 35.00	17.95
Tile, Marble & Terrazzo Worker	$ 35.00	17.95

BRIN0011-001 06/01/2009

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

	Rates	Fringes
Bricklayer, Stonemason, Pointer, Caulker & Cleaner	$ 27.00	12.79
TERRAZZO FINISHER	$ 18.92	5.70
TERRAZZO WORKER/SETTER	$ 29.50	9.33
Tile & Marble Finisher	$ 19.80	5.72
Tile & Marble Setter; Mosaic		

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	$ 23.33	12.80

CARP0111-004 04/01/2009

MARION COUNTY

	Rates	Fringes
CARPENTER	$ 24.88	12.80

CARP0111-005 04/01/2009

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

	Rates	Fringes
CARPENTER	$ 23.63	12.80

CARP0999-001 04/01/2009

JASPER, NEWTON AND STARKE COUNTIES:

	Rates	Fringes
CARPENTER	$ 33.43	19.99

CARP0999-002 04/01/2009

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

	Rates	Fringes
CARPENTER	$ 22.81	13.10

CARP0999-004 04/01/2009

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

	Rates	Fringes
CARPENTER	$ 23.33	12.58

CARP0999-005 04/01/2009

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

	Rates	Fringes
CARPENTER	$ 22.68	13.23

CARP1031-012 06/01/2005

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

	Rates	Fringes
ELECTRICIAN	$ 28.98	10.67

ELEC0369-005 05/30/2007

CLARK, FLOYD AND HARRISON COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 26.36	11.49
Line Construction:		
Groundman	$ 13.83	6.35
Lineman; Equipment Operator	$ 22.25	6.35

ELEC0481-003 01/01/2009

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

	Rates	Fringes
ELECTRICIAN	$ 31.45	14.74

ELEC0668-002 12/01/2009

BENTON, CARROLL, CASS, FULTON, TIPPECANOE AND WHITE COUNTIES:

	Rates	Fringes
ELECTRICIAN	$ 31.16	13.12

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

ELEC0702-003 06/29/2009

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

	Rates	Fringes
Line Construction:		
GROUNDMAN, Class A	$ 22.48	11.39
GROUNDMAN-EQUIPMENT OPERATOR (All other equipment)	$ 28.42	13.10
HEAVY-EQUIPMENT OPERATOR (All crawler type equipment D-4 and larger)	$ 32.37	14.23
LINEMAN	$ 39.37	16.25

ELEC0725-003 06/01/2009

CLAY, GREENE, OWEN, PARKE, SULLIVAN AND VIGO COUNTIES

NEWTON COUNTY

	Rates	Fringes
Line Construction:		
EQUIPMENT OPERATOR (Backhoes over 1/2 yard bucket capacity, cranes rated at 15 ton or more capacity) 95% J.L. rate	$ 32.00	4.75+27.75%
GROUNDMAN TRUCK DRIVER	$ 21.51	4.75+27.75%
GROUNDMAN, EQUIPMENT OPERATOR: Diggers, 5th wheel type trucks, crawler type, D-4 and smaller, bucket trucks and live boom type line trucks	$ 24.67	4.75+27.75%
GROUNDMAN	$ 18.69	4.75+27.75%
LINEMAN	$ 32.00	4.75+27.75%

ENGI0103-003 04/01/2009

HEAVY AND HIGHWAY 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	$ 29.00	11.76
GROUP 2	$ 24.86	11.76
GROUP 3	$ 26.36	11.76
GROUP 4	$ 24.86	11.76

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

HAMILTON, HANCOCK, HENRY, HOWARD, JOHNSON, MADISON, MARION, MIAMI, RANDOLPH, RUSH, SHELBY, TIPPECANOE, TIPTON, UNION, WABASH, WAYNE, and WHITE COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 29.00	11.76
GROUP 2	$ 27.28	11.76
GROUP 3	$ 26.36	11.76
GROUP 4	$ 24.86	11.76

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Air compressor (pressurizing shafts, tunnels and divers); Air tugger; Auto patrol; Backfiller; Backhoe; Boom cat; Boring machine; Bulldozer; Caisson drilling machine; Cherry picker; Compactor (with dozer blade); Concrete mixer, dual drum; Concrete plant; Concrete pump; Crane with all attachments; Crane, electric overhead; Derrick; Dual-purpose truck (Pitman-type); Ditching machine 18" and over; Dredge; Elevators, when hoisting materials or tools; Fork lift; Formless paver; Generator, power for welders or compressors; Gradall; Helicopter; Helicopter winch operator; High lift-front end loader; Hoist backhoe; Locomotive and/or Dinky engine; Mechanic on job site; Mucking machine; Panel board concrete plant; Pile driver; Push cat; Scoop and tractor; Scraper, rubber-tired; Spreader, tractor-mounted; Straddle carrier, Ross-type; Sub base finish machine (C.M.I. or similar); Tower crane; Tractor with backhoe, 1/2 yd. and over; Trench box, power-driven; Tunnel shield; Welder (craft)

GROUP 2: A-frame truck; Batch plant, automatic dry batch; Bending machine, power-driven; Bituminous mixer; Bituminous paver; Bituminous plant engineer; Boatman; Bull float; Compactor or tamper, self-propelled; Concrete mixer, 21 cu. yd. or over; Concrete spreader, power-driven; Ditching machines, less than 18"; Drilling machine; Finish machines and bull float; Finishing machine; Fire tender, pile driving and boilers; Gunite machine; Head greaser; Mechanic; Mesh depressor; Mesh placer; P.C.C. concrete belt placer; Roller (asphalt, stone and sub base); Rotary drill; Sheepsfoot roller, self-propelled; Sub grader; Throttle valve with air compressor or boiler; Tractor with backhoe, under 1/2 yd.; Tractor, highlift, farm type; Tractor, industrial type; Tractor with winch; Well points; Winch truck

GROUP 3: Air compressor, 210 cu. ft. and over; Bituminous distributor; Chair cart; Concrete curing machine; Concrete saw; Dope pot, power-agitated; Flex plane; Form grader; Hydro-hammer; Jack, hydraulic, power-driven; Minor equipment operator, 2, 3, 4, 5; Paving joint machine; Post hole digger; Roller, earth; Throttle valve; Track jack, power-driven; Tractor, farm-type; Truck crane driver

GROUP 4: Air compressor, less than 210 cu. ft.; Concrete mixer, under 21 cu. ft.; Conveyor; Generator; Mechanical

digger; Roller, earth; Throttle valve; Track jack, power-driven; Tractor, farm-type; Truck crane driver

GROUP 4: Air compressor, less than 210 cu. ft.; Concrete mixer, under 21 cu. ft.; Conveyor; Generator; Mechanical heater; Oiler; Power broom; Pump; Welding machine

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ENGI0150-009 04/01/2009

HEAVY, HIGHWAY AND RAILROAD CONSTRUCTION

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

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 28.20	16.35
GROUP 2	$ 26.60	16.35
GROUP 3	$ 25.30	16.35
GROUP 4	$ 23.90	16.35
GROUP 5	$ 20.65	16.35

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); B ituminous 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

GROUP 3.....$ 34.00 17.78
GROUP 4.....$ 31.90 17.78

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Mechanic; Asphalt plant; Autograde; Batch plant; Benoto (requires 2 engineers); Boiler and throttle valve; Boring machine (mining machine); Caisson rigs; Central Redi-mix plant; Combination backhoe-endloader with backhoe bucket over 1/2 cu. yd.; Combination tugger hoist and air compressor; Compressor and throttle; Concrete breaker (truck-mounted); Concrete conveyor; Concrete paver over 27E cu. ft.; Concrete paver 27E cu. ft. and under; Concrete pump with boom (truck-mounted); Concrete tower; Cranes and backhoes, all attachments; Cranes, Hammerhead tower; Creter cranes; Derricks, all; Derricks, traveling; Forklift, lull type; Forklift, 10 ton and over; Hoists, 1, 2 and 3 drum; Hoist, 2 tugger - one floor; Hydraulic boom truck; Locomotives, all; Motor patrol; Mucking machine; Pile driving and skid rig; Pit machines; Pre-stress machines; Pumpcrete and similar types; Rock drill, self-propelled; Rock drill, truck-mounted; Slip form paver; Straddle buggies; Tractor with boom and side boom; Trenching machine; Winch tractors

GROUP 2: Asphalt spreader; Boilers; Bulldozers; Combination backhoe-endloader with backhoe bucket 1/2 cu. yd. and under; Engineer acting as conductor in charge of crew; Grader, elevating; Greaser engineer; Grouting machines; Highlift shovels or front endloader; Hoists, automatic; Corboy drilling machines; Hoists, all elevators; Hoists, tugger, single drums; Post hole digger; Roller, all; Scoops, tractor-drawn; Stone crushers; Tournapull; Winch trucks

GROUP 3: Concrete mixer (2 bag and over); Conveyor, portable; Steam generators; Tractor, farm and similar type; Air compressor, small, 150 and under, 1 to 5 not to exceed a total of 300 ft.; Air compressor, large, over 150; Combination, small equipment operator; Forklift, under 10 ton; Generator; Pump, 1 to 3 not to exceed a total of 325 ft.; Pumps; Well points; Welding machines (2 through 5); Winches, 4 electric drill winches

GROUP 4: Heater, mechanical (1 to 5); Oilers; Switchmen

ENGI0181-014 04/01/2009

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 1	$ 26.45	12.65

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 04/01/2009

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 1	$ 26.23	12.65
GROUP 2	$ 18.40	12.65

SEWER WATERLINE & UTILITY CONSTRUCTION

GROUP 1: 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 2: 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;

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, Gunite Machine, Machine Mounted Post Hole Digger, Mude 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 receceive 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 06/01/2009

BARTHOLOMEW, BENTON (REMAINDER OF COUNTY), BOONE, BROWN, CARROLL, CASS, CLAY, CLINTON, DAVIESS (REMAINDER OF COUNTY), DECATUR (W 3/4), DELAWARE (REMAINDER OF COUTNTY), FAYETTE (W 1/3), FOUNTAIN,FRANKLIN (NW TIP), FULTON (REMAINDER OF COUNTY), GRANT (REMAINDER OF COUNTY), GREENE, HAMILTON, HANCOCK,

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IRON0290-004 06/01/2009

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:		
BEYOND 25 MILES OF DAYTON		
LOCAL UNION OFFICE	$ 25.63	17.05
WITHIN 25 MILES OF DAYTON		
LOCAL UNION OFFICE	$ 25.48	17.05

IRON0292-005 06/01/2009

ELKHART, FULTON (N. 2/3), KOSCIUSKO (REM. OF COUNTY), LAGRANGE (W. 1/3), MARSHALL, MIAMI (NW TIP), NOBLE (NW TIP), PULASKI (NE HALF) & STARKE COUNTIES

	Rates	Fringes
IRONWORKER	$ 24.35	16.76

IRON0372-007 06/01/2009

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

	Rates	Fringes
IRONWORKER		
REINFORCING		
Beyond 25 miles of Hamilton County, Ohio Court House	$ 26.45	16.70
Within 25 miles of Hamilton County, Ohio Court House	$ 26.20	16.70

IRON0395-002 06/01/2009

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

	Rates	Fringes
Ironworkers:		
IRONWORKERS	$ 34.00	22.07
SHEETER	$ 34.25	22.07

IRON0465-002 06/01/2008

BENTON (NORTHWESTERN TIP), JASPER (REMAINDER OF COUNTY), NEWTON (REMAINDER OF COUNTY)

	Rates	Fringes

GROUP 2.....$ 21.22 10.25
GROUP 3.....$ 21.92 10.25
STARKE COUNTY
GROUP 1.....$ 24.37 10.40
GROUP 2.....$ 24.77 10.40
GROUP 3.....$ 25.37 10.40

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 memebers; 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 exy-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

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LABO0999-001 04/01/2009

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
Laborers:		
CAISSON & TUNNEL WORK IN FREE AIR:		
GROUP 1	$ 21.42	10.25
GROUP 2	$ 21.42	10.25

connection with waterline and sewer work; hod carriers (tending bricklayers); TV'ing 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

LABORERS CLASSIFICATIONS (CAISSON & TUNNEL WORK IN FREE AIR)

GROUP 1: Bottomman, concrete men

GROUP 2: Mucker and tunnel laborer

GROUP 3: Concrete headman

GROUP 4: Miner or headerman

PAIN0012-006 01/01/2006

COMMERCIAL AND INDUSTRIAL

DEARBORN, OHIO, RIPLEY AND SWITZERLAND COUNTIES:

	Rates	Fringes
Painters:		
Bridges, Lead Abatement	$ 23.05	5.90
Brush & Roller, Paperhanger, Drywall Taping	$ 22.05	5.90
Sandblasting, Waterblasting	$ 22.80	5.90
Spray	$ 22.55	5.90

PAIN0027-005 06/01/2009

NEWTON COUNTY, West of Highway #41

	Rates	Fringes
GLAZIER	$ 37.00	22.88

PAIN0047-005 06/01/2008

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

	Rates	Fringes
Painters:		
BRIDGE WORK		
Brush & Roller	$ 25.05	9.73
Spray, Sandblaster, Waterblaster, Lead Based Paint Abatement	$ 29.05	9.73
Brush, Roller	$ 24.95	9.73
Spray and Sand-Blasting	$ 25.95	9.73

PAIN0080-001 06/01/2008

Brush & Roller	$ 24.45	11.00
Sandblasting & Structures over 100'	$ 26.45	11.00
Spray & Pot Man	$ 25.95	11.00
Steel up to 30'	$ 24.45	11.00
Structures over 30'	$ 25.45	11.00

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* PAIN0387-004 11/01/2009

DEARBORN, FRANKLIN, OHIO, RIPLEY, and SWITZERLAND COUNTIES

	Rates	Fringes
GLAZIER	$ 23.70	11.40

PAIN0460-004 06/01/2009

JASPER, NEWTON, PULASKI, STARKE AND WHITE COUNTIES

	Rates	Fringes
Painters:		
Brush & Roller	$ 31.64	16.68
Drywall Taping & Finishing	$ 32.44	16.68

PAIN0469-002 06/01/2008

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

	Rates	Fringes
Painters:		
Brush, Roller, Paperhangers & Tapers	$ 21.94	9.02
Ground & Pot Tenders (Spray Sandblaster)	$ 22.84	9.02
HEIGHT RATE:		
0 TO 30'	$ 21.94	9.02
31' - 60'	$ 22.79	9.02
61' - 100'	$ 23.19	9.02
OVER 101'	$ 23.19	9.02
Spray, Sandblaster, Steam Cleaning & Water Blasters	$ 22.94	9.02

PAIN0669-001 04/01/2009

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	8.64
Drywall w/own tools	$ 20.75	8.64
Spray/Waterblasting; Sandblasting	$ 21.50	8.64

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...$	27.76	9.87

PLAS0101-003 06/01/2007

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...$	22.50	8.79
PLASTERER.....$	24.18	9.31

PLAS0438-003 06/01/2007

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...$	31.93	16.60

PLAS0692-002 06/01/2006

BARTHOLOMEW, BOONE, BROWN, CLARK, CLAY, CRAWFORD, DAVIESS, DUBOIS, GIBSON, HAMILTON (Southern half, north to Indiana Rt. 32, including the town of Noblesville), HANCOCK (Southern and western parts), 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		
AREA #46.....$	24.00	10.08

PLAS0692-009 04/01/2009

BLACKFORD, DELAWARE, GRANT, HAMILTON, Parts of HANCOCK, JAY, MADISON, WABASH COUNTIES:

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
AREA #83.....$	23.85	9.94
PLASTERER		
AREA #83.....$	23.64	9.92

PLAS0692-011 04/01/2009

DECATUR, FAYETTE, FRANKLIN, HENRY, RANDOLPH, RUSH, UNION AND WAYNE COUNTIES:

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		

BROWN, CLARKE, DEARBORN, FLOYD, FRANKLIN (SOUTHERN 1/2), JENNINGS, OHIO, RIPLEY AND SWITZERLAND COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER AREA #821	$ 21.90	8.25

PLUM0136-003 07/01/2009

DAVIESS, DUBOIS, GIBSON, JACKSON, LAWRENCE, MARTIN, MONROE, ORANGE, OWEN, PERRY, PIKE, POSEY, SPENCER, VANDERBURGH AND WARRICK COUNTIES

	Rates	Fringes
Plumbers and Pipefitters	$ 31.12	14.06

PLUM0157-002 01/01/2010

BENTON, CARROLL, CLINTON, FOUNTAIN, MONTGOMERY, TIPPECANOE, WARREN AND WHITE COUNTIES:

	Rates	Fringes
Plumbers and Pipefitters	$ 33.31	12.10

PLUM0166-001 01/01/2010

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

	Rates	Fringes
Plumber and Steamfitter	$ 30.12	13.28

PLUM0166-002 01/01/2010

ELKHART, KOSCIUSKO, and LAGRANGE COUNTIES

	Rates	Fringes
PLUMBER	$ 30.12	13.28

PLUM0172-001 06/01/2009

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter	$ 30.45	13.90

PLUM0210-003 06/01/2009

JASPER COUNTY to the City of Rensselaer; NEWTON COUNTY:

	Rates	Fringes

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

	Rates	Fringes
Roofers:		
COMPOSITION	$ 26.01	10.59
SLATE & TILE	$ 26.51	10.59

ROOF0150-002 07/01/2009

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

	Rates	Fringes
ROOFER, Including Built Up, Composition and Single Ply Roofs	$ 26.00	8.80

SHEE0020-003 07/01/2008

ADAMS, ALLEN, BLACKFORD, CASS, DEKALB, GRANT, HOWARD, HUNTINGTON, JAY, MIAMI, NOBLE, STEUBEN, WABASH, WELLS, and WHITLEY COUNTIES

	Rates	Fringes
Sheet metal worker (HVAC Duct Work)	$ 28.23	15.26

SHEE0020-010 06/01/2009

BARTHOLOMEW, BOONE, BROWN, DECATUR, DELAWARE, FAYETTE, FRANKLIN, HAMILTON, HANCOCK, HENDRICKS, HENRY, JACKSON, JENNINGS, JOHNSON, LAWRENCE, MADISON, MARION, MONROE, MORGAN, ORANGE, RIPLEY, RUSH, SHELBY, TIPTON, UNION AND WASHINGTON COUNTIES

	Rates	Fringes
Sheet metal worker	$ 30.43	16.17

---

* SHEE0020-024 01/04/2010

CLAY, GREENE, MARTIN, OWEN, PARKE, PUTNAM, SULLIVAN, VERMILLION, and VIGO COUNTIES

	Rates	Fringes
Sheet metal worker	$ 30.20	15.02

TEAM0135-003 04/01/2009

REMAINING COUNTIES

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 25.10	356.10 per week

equipment (over 12co. 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

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

==========

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)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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:

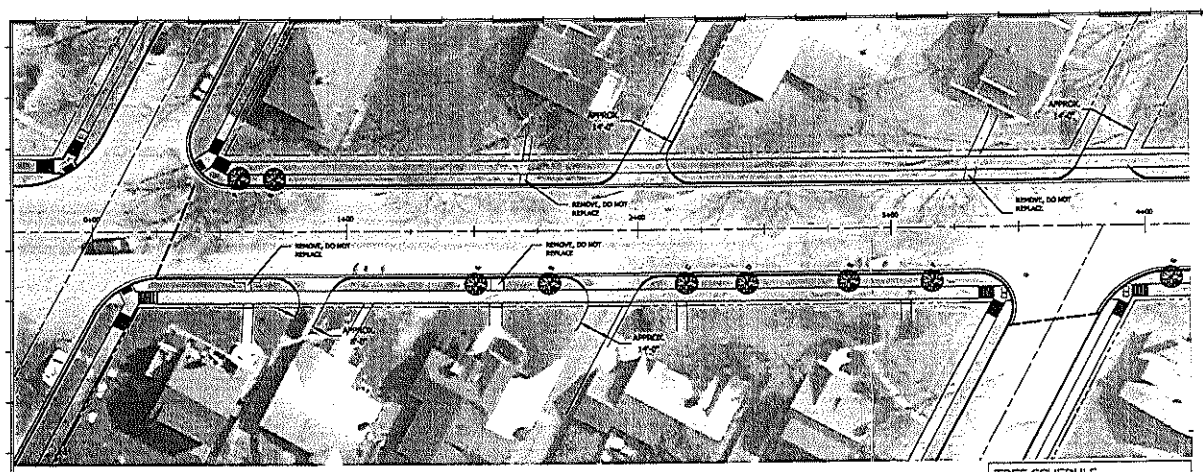
Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

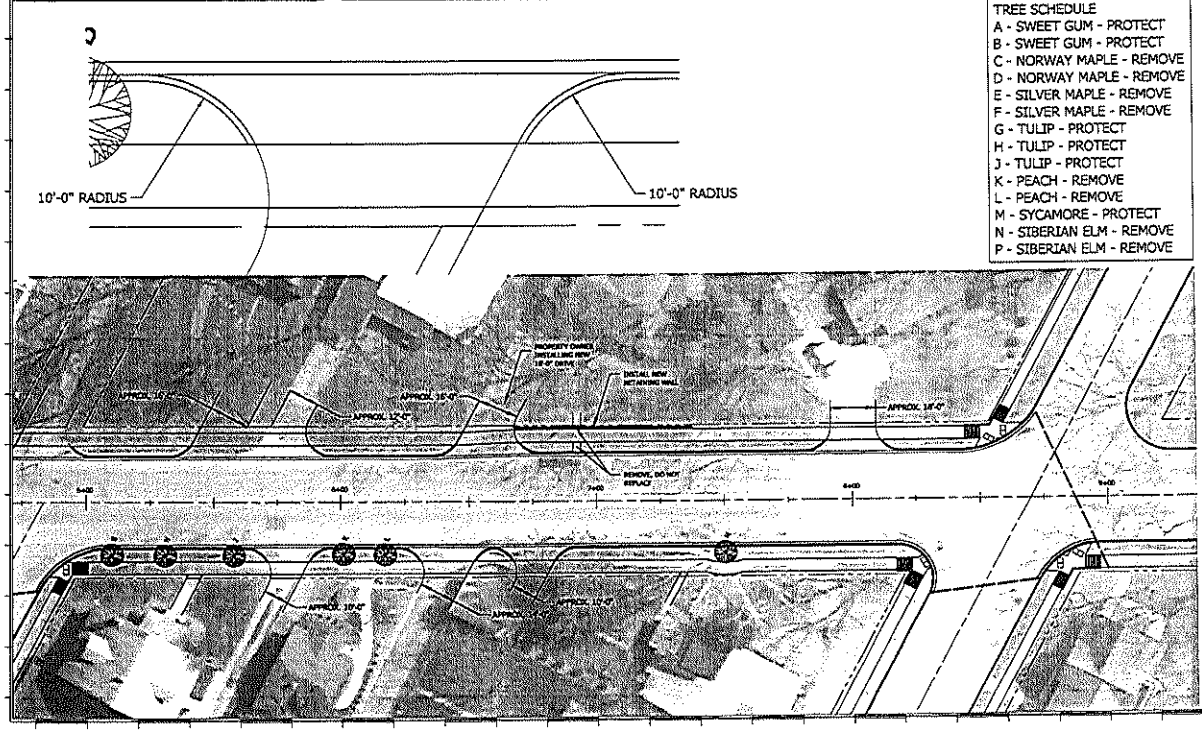
2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request

EXHIBIT B

CONSTRUCTION DRAWINGS

2010 CDBG SIDEWALK REPLACEMENT PROJECT

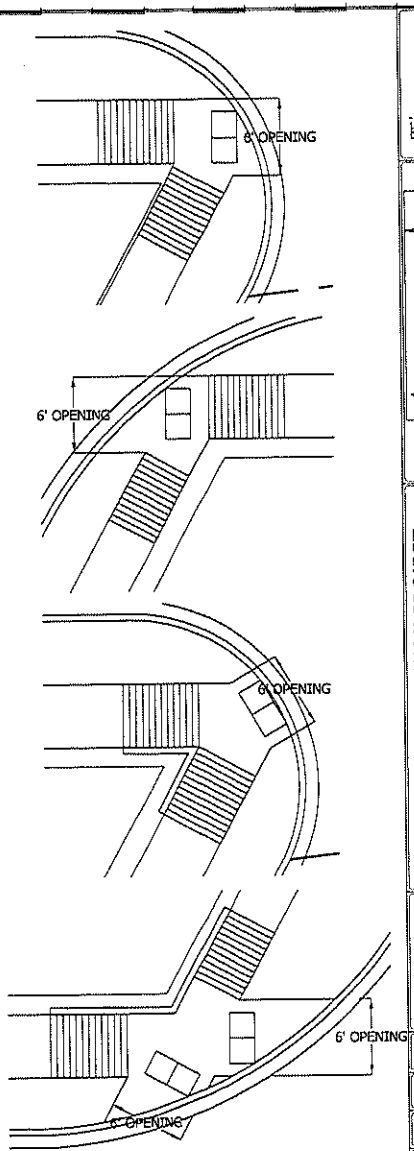




10'-0" RADIUS

10'-0" RADIUS

TREE SCHEDULE
A - SWEET GUM - PROTECT
B - SWEET GUM - PROTECT
C - NORWAY MAPLE - REMOVE
D - NORWAY MAPLE - REMOVE
E - SILVER MAPLE - REMOVE
F - SILVER MAPLE - REMOVE
G - TULIP - PROTECT
H - TULIP - PROTECT
J - TULIP - PROTECT
K - PEACH - REMOVE
L - PEACH - REMOVE
M - SYCAMORE - PROTECT
N - SIBERIAN ELM - REMOVE
P - SIBERIAN ELM - REMOVE



CITY OF WEST LAFAYETTE

2010 CDBG SIDEWALK PROJECT
ROBINSON STREET
DEHART TO STADIUM

CONSTRUCTION PLANS
SUB-TITLE

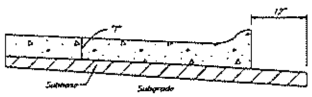
DATE:

DATE: 03-22-2010
CHECKED BY: -
DRAWN BY: -

WL PROJECT NUMBER
10-001

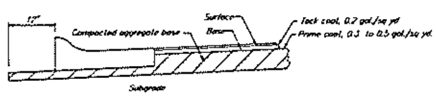
PLAN NUMBER
C100

SHEET NUMBER X of X



CONCRETE RIGID PAVEMENT SECTION

Not to Scale



ASPHALT PAVEMENT SECTION

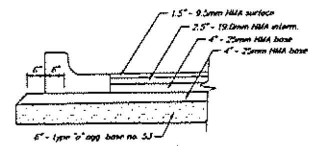
Not to Scale

Notes:

Base to be constructed prior to construction of curb and gutter

STANDARD STREET CROSS-SECTION

Not to Scale



ARTERIAL APPROACH PAVEMENT

(Intersections Of Place, Local, Or Collector With Arterial)

Not to Scale

Class Of Street (1)	Curb (2)	Subgrade Thickness	Concrete Pavement (4)		Asphalt Pavement (3)			
			"T"		9.5 mm	19.0 mm	25.0 mm	#53
Primary arterial	Type III	*	8"	--	1.5"	2.5"	8"	6"
Secondary arterial	Type III	*	8"	--	1.5"	2.5"	8"	6"
Collector	Type I (minor) Type II (major)	6"	6"	14"	1.5"	--	4.5"	12"
Local	Type I (residential) Type II (non-residential)	6"	6"	14"	1.5"	--	4.5"	12"

* To be determined by City

Item	Material Type	INDOT Specifications Section
Subgrade	Earth	207
Subbase		302
Curb	Combined curb and gutter	605.04-A,B,C,F,G,H,I
Base (aggregate)	Compacted aggregate	303
Base (asphalt)	Asphaltic concrete	401,402,403 (5d) (5)
Intermediate	Asphaltic concrete	401,402,403
Surface	Asphaltic concrete	401,402,403
Prime coat	MC-70, AE-P	408
Tack coat	AE-T	409
Pavement (concrete)	Non-reinforced concrete	501
Sidewalks, ramps, etc.	Portland cement concrete	604
Joint sealant	Sealant	906

Notes:

(1) As defined by the Subdivision Ordinance Of Tippecanoe County.

(2) See sheet 11 for curb inlet details. Perimeter drain shall extend 50 ft. either direction from the curb inlet.

(3) Under certain circumstances, 8" lime treated subbase may be substituted for 6" of #53 aggregate base under asphalt. lime treatment can be used only in areas of new construction, and only and with the City Engineer's approval.

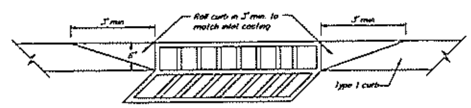
(4) Subbase for concrete pavements should be determined according to a geotechnical investigation and pavement design calculations (to be approved by the City Engineering department). in the absence of a geotechnical investigation and pavement design, the subbase shall be 3" of #8s or #43s crushed for drainage and 4" of #53s for separation.

(5) Pavement sections where underdrains are required shall be as approved by the City Engineer.

(6) Alternate pavement designs may be submitted for approval by the City Engineer.

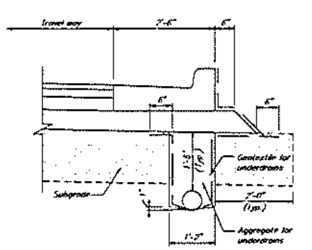
TYPICAL PAVEMENT SECTIONS AND NOTES

Not to Scale



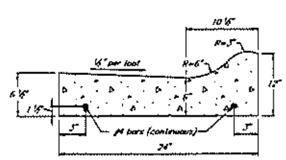
CURB TRANSITION DETAIL

Not to Scale

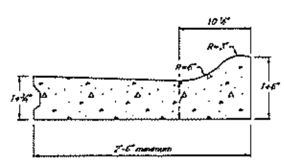


TYPICAL UNDERDRAIN DETAIL

Not to Scale



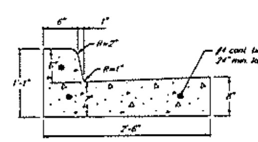
Combined Concrete Curb And Gutter
Type II



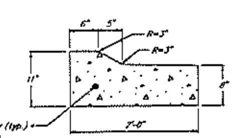
Integral Concrete Curb
Type II

CURB SECTIONS

Not to Scale



Type III

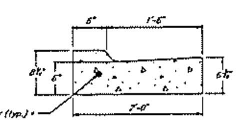


Type IV

COMBINED CONCRETE CURB AND GUTTER

Not to Scale

• Upon Engineer's approval, fiber reinforced concrete may be used when curb is placed by machine.



DEPRESSED CONCRETE CURB AND GUTTER

Not to Scale

Pavement Construction Notes:

1. Installation of or provisions for the installation of all underground utilities, including service laterals, to be placed under pavement shall be established prior to the construction of the pavement.
2. All pavement, curbs, sidewalks, ramps, etc. shall be constructed in accordance with the specifications and in close conformance with the lines, grades, thicknesses and typical cross sections shown on the plans. materials and workmanship shall be in accordance with designated sections of the INDOT "standard specifications", latest edition.
3. Subbase and subgrade fill material shall be compacted to a minimum 95% of the maximum dry density in accordance with ASTM D698.
4. Wherever rigid pavement is to be used the contractor shall submit a detailed paving plan to the City Engineer. the paving plan shall show the location and type of jointing to be used in the construction. The location and type of jointing shall be in accordance with the City standards and guidelines.
5. Whenever subgrade stabilization is to be used the contractor shall submit a written plan detailing the application method. The plan must comply with the State of Indiana environmental regulations and standards and be approved by the City Engineer.
6. Recycled concrete may be used as #53 agg. base on a case by case basis upon prior written approval of the City.
7. Wherever proprietary equipment is specified, "or approved equal" is implied. All proposals for substitution shall be submitted to the City in writing for approval prior to use.

Quality Control Requirements:

1. All testing shall be in accordance with the latest INDOT standard specifications. where practicable, all tests shall be witnessed by the City. Contractor shall coordinate testing schedule with the City Engineer's office. All test results shall be submitted to the City Engineer's office within 48 hours of the completion of each test and prior to placing any material on the subbase/subgrade. The frequency of testing where shown is a minimum. Additional testing may be required at the direction of the City Engineer.
2. The developer/contractor shall retain an independent testing firm (unless otherwise noted) to perform the following testing:

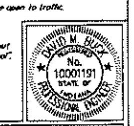
   A. Subgrade:
      1. Compaction (fill sections): 1 test per lift per 500 lf of single lane width
      2. Adequacy of subgrades shall be determined solely by the engineering department. A proofroll shall be performed on all street subgrade prior to placing stone and installing curb. Subgrade shall meet INDOT specification section 207, except that only the top 6" of subgrade shall be tested for 100% standard compaction. Proofrolling that complies with INDOT specification section 203.26 is also required, except that proofrolling may also be accomplished using a fully loaded tandem dump truck (g.v.w. - 48,000#) in lieu of a rubber tired roller. tire marks less than 1/2" are acceptable. If the subgrade does not pass these specifications, then subgrade treatments, including chemical modification performed according to INDOT specifications 207 and 215, may be done in lieu of the above density and proofroll specifications.

   B. Aggregate subbase:
      1. Gradation - 1 test per 1,000 tons or 1 per week
      2. Compaction - 1 test per 500 lf of single lane width

   C. Bituminous material (base, intermediate and surface):
      1. Asphalt extraction - 1 test per each type of material used per job, test to include gradation, asphalt content, crushed particle determination and deleterious determination. Test shall be certified per INDOT certification requirements.
      2. Density - the target density shall be determined from a test strip constructed per INDOT specifications. The target density shall not be less than 96% of the unit weight at the optimum binder content as determined by the mix design. The density of each sublot will be the average of five tests. A sublot shall be 1,000 lf of single lane width. Breakdown roller shall be minimum 10 ton or approved vibratory.

   d. Concrete for sidewalk, curbing and driveways:
      1. Air and slump - 1 test per day for pours over 20 cys or minimum 1 per week.
      2. Compressive strength tests - 1 set of 4 test cylinders per every 100 cys or minimum of 1 set per week.
      3. Concrete strength shall be a minimum 4,000 psi before open to traffic.

   e. Concrete for pavement - frequency of tests shall be in accordance with the INDOT frequency testing manual as set out in the section titled "concrete pavement and structure material".

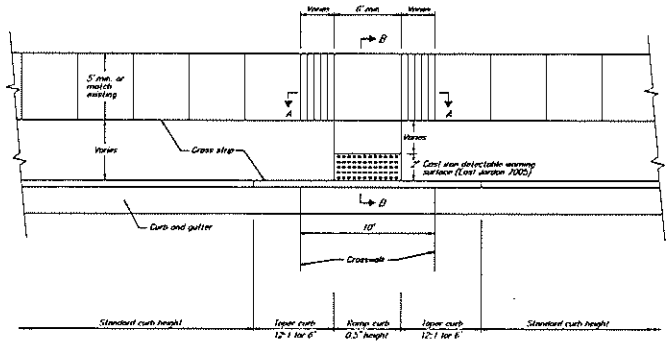


CITY OF
WEST LAFAYETTE

City Hall, 609 West Navajo
West Lafayette, IN 47906

Pavement And Curb Details

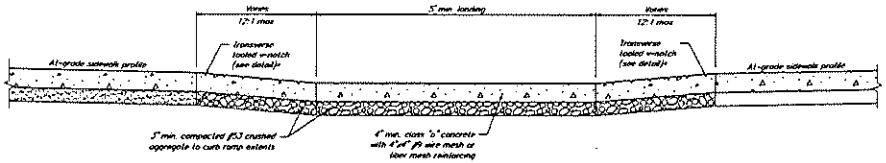
RECOMMENDED FOR APPROVAL	[signature] CITY ENGINEER	01/01/10 DATE
Date: Jan 2010	Sheet 3 of 16	
Holey Moley		(800) 382-5544
City Engineer		(765) 775-5130
Public Works Department		(765) 775-5145
Development Department		(765) 775-5160
Fire Department		(765) 775-5175
Police Department		(765) 775-5200
Project Name	Sheet Number	



Access Ramp Type WLD Details

PLAN

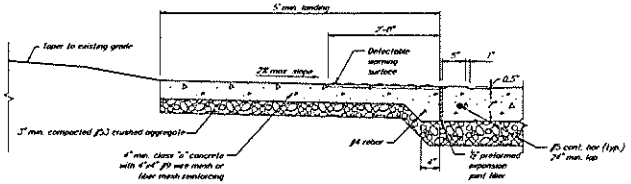
Not To Scale



SECTION A-A

Not To Scale

* V-notch required for slopes steeper than 12:1 within a ramp. Approval required from City Engineering Department to omit notches.

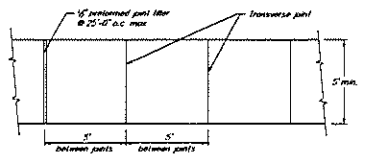


SECTION B-B

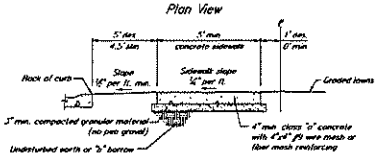
Not To Scale

ACCESS RAMP DETAILS AT PUBLIC STREET CROSSINGS

Not To Scale



Plan View



Section View

SIDEWALK DETAIL

Not To Scale

TOOLED V-NOTCH

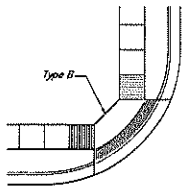
Not To Scale

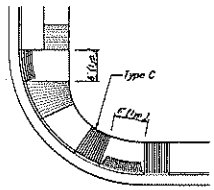
Construction Notes:

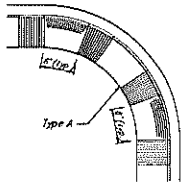
1. All curb ramp construction and finish shall comply with ADA requirements.
2. Installation of or provisions for the installation of all underground utilities, including service laterals, to be placed under pavement shall be established prior to the construction of the pavement.
3. All pavement, curbs, sidewalks, ramps, etc. Shall be constructed in accordance with the specifications and in close conformance with the lines, grades, thicknesses and typical cross sections shown on the plans. Materials and workmanship shall be in accordance with designated sections of the INDOT "standard specifications", latest edition.
4. Subbase and subgrade fill material shall be compacted to a minimum 95% of the maximum dry density in accordance with ASTM D698.
5. Recycled concrete may be used as #53 agg. base on a case by case basis upon prior written approval of the City
6. Wherever proprietary equipment is specified, "or approved equal" is implied. All proposals for substitution shall be submitted to the City in writing for approval prior to use.
7. Weather limitations:

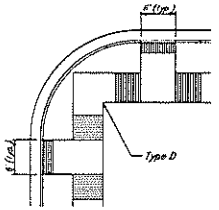
   By definition (ACI 306) cold weather conditions exist when for more than three (3) consecutive days, the average daily temperature is less than 40 degrees fahrenheit and the air temperature is not greater than 50 degrees fahrenheit for more than one-half of any 24-hour period.

   Concrete shall not be placed on frozen subgrade or subbase. Concrete shall be placed when the ambient temperature is 35 degrees fahrenheit and rising. Unless approval from the Engineering Department has been obtained to allow otherwise.









TYPICAL LOCATION PLAN

Not To Scale

* For existing locations, plans must be approved on a case-by-case basis by the West Lafayette Engineering Department to ensure conformity to ADA standards.

DAVID M. BECK No. 10001191 STATE OF INDIANA PROFESSIONAL ENGINEER

CITY OF WEST LAFAYETTE

City Hall, 609 West Navajo
West Lafayette, IN 47906

Sidewalk And Handicap Ramp Details

RECOMMENDED FOR APPROVAL — CITY ENGINEER — DATE: 01/01/10

Date:	Jan 2010	Sheet	6	of	18

Haley Haley	(800) 382-5544
City Engineer	(765) 775-5130
Public Works Department	(765) 775-5145
Development Department	(765) 775-5160
Fire Department	(765) 775-5175
Police Department	(765) 775-5200

Project Name	Sheet Number
	of

Exit Radius (R1)

Residential: As approved by Engineering Department
Commercial: 15' min.

Enter Radius (R2)

Residential: As approved by Engineering Department
Commercial: 10' min. adjacent to parking
20' min. adjacent to travel lane

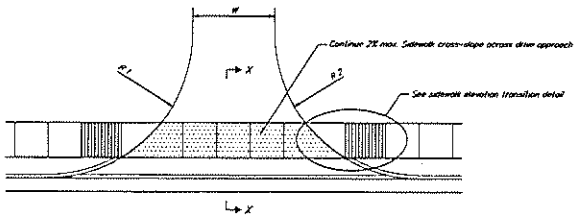
Drive Width (W)

Existing residential: Match existing, 10' min.
New residential: 10' min./24' max.

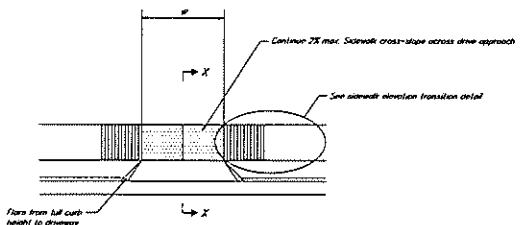
Existing commercial: match existing, 16' min.
New commercial: 20' min./40' max.

Note:

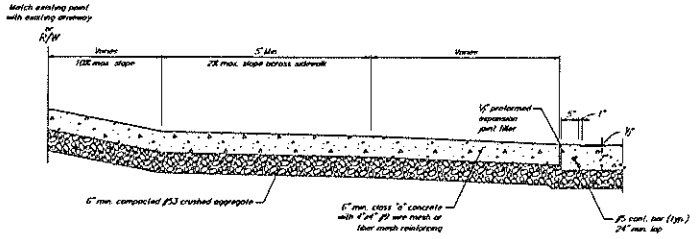
Continue positive drainage across drive approach and ensure that ponding will not occur.



Plan View w/ Radii



Plan View w/ Taper

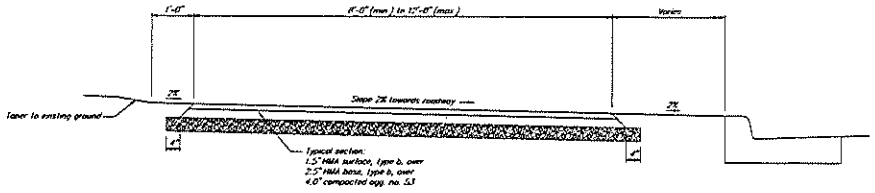


Section X-X

* Slopes steeper than 10% must be approved by the Engineering Department.

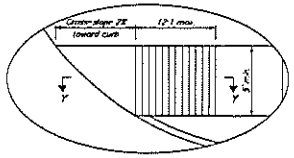
MINIMUM APPROACH SECTION FOR PRIVATE DRIVES (WITHIN CITY RIGHT OF WAY)

Not To Scale

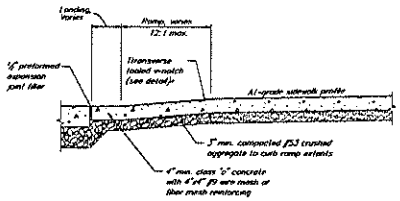


MULTI-USE PATH CROSS SECTION DETAIL

Not To Scale



Plan View



Section Y-Y

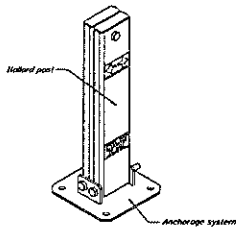
* May not be required for slopes flatter than 12:1. Approval required from City Engineering Department to omit notches.

SIDEWALK ELEVATION TRANSITION DETAIL

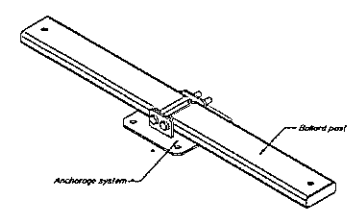
Not To Scale

Construction Notes:

1. All sidewalk ramp grades at drives shall comply with ADA requirements.
2. Installation of or provisions for the installation of all underground utilities, including service laterals, to be placed under pavement shall be established prior to the construction of the pavement.
3. All pavement, curbs, sidewalks, ramps, etc. shall be constructed in accordance with the specifications and in close conformance with the lines, grades, thicknesses and typical cross sections shown on the plans. Materials and workmanship shall be in accordance with designated sections of the INDOT "standard specifications", latest edition.
4. Subbase and subgrade fill material shall be compacted to a minimum 95% of the maximum dry density in accordance with ATSM D698.
5. Recycled concrete may be used as #53 agg. base on a case by case basis upon prior written approval of the City.
6. Wherever proprietary equipment is specified, "or approved equal" is implied. All proposals for substitution shall be submitted to the City in writing for approval prior to use.



Up Position



Down Position

DOUBLE POST HINGED BOLLARD

Traffic Guard Double Post Screw Lock Type DHB-SL

Not To Scale

DAVID M. BUCK
REGISTERED
No. 10001191
STATE OF
INDIANA
PROFESSIONAL ENGINEER

CITY OF
WEST LAFAYETTE

City Hall, 609 West Navajo
West Lafayette, IN 47906

Drive Approach And Sidewalk Details

RECOMMENDED FOR APPROVAL: [signature] 01/01/10
CITY ENGINEER DATE

Date: Jan 2010	Sheet 7 of 18

Haley Maley	(800) 382-5544
City Engineer	(765) 775-5130
Public Works Department	(765) 775-5145
Development Department	(765) 775-5160
Fire Department	(765) 775-5175
Police Department	(765) 775-5200

Project Name	Sheet Number
	1 of

EXHIBIT C

FEDERAL FORMS AND REQUIREMENTS

2010 CDBG SIDEWALK REPLACEMENT PROJECT

EQUAL OPPORTUNITY EMPLOYMENT

When Required:
Executive Order 11246, as amended prohibits federal contractors and federally-assisted construction contractors and subcontractors, who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and

remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

[Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

(a) Each contractor having a contract containing the provisions prescribed in above section shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

(b) Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

(c) Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

(d) The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's

practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

[Sec. 203 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

AFFIRMATIVE ACTION

When required:
Executive Order 11246 requires that in addition to prohibiting federal contractors and federally-assisted construction contractors and subcontractors from discriminating in employment decisions, it requires contractors to take affirmative action to insure that equal opportunity is provided in all aspects of their employment. The following requirements shall apply for all contractors performing work on public works contracts for the City of West Lafayette, Indiana in the amount of $10,000 or more.

Requirements:
(A) The Contractor for the work specified in this Contract agrees to take affirmative action to insure that applicants and employees of the Contractor (and any subcontractors) are treated in a manner which provides equal employment opportunity and tends to eliminate inequality based upon race, color, creed, religion, ancestry, national origin, sex, disability, age, marital status or status with regard to public assistance. Affirmative action shall include but not be limited to the issuance of a policy statement regarding equal employment and its communication to all personnel involved in recruitment, hiring, training, assignment, and promotion; notification of all employment sources of company policy and active efforts to review the qualifications of all applications regardless of race, color, creed, religion, ancestry, national origin, sex, disability, age, marital status or status with regard to public assistance; recruiting in the minority/female group community for employees; and establishing an internal system of reporting concerning equal employment, recruiting, hiring, training, upgrading and the like. Breach of the obligation to take affirmative action shall be a material breach of the contract for which the City shall be entitled to at its option:

(1) To cancel, terminate, or suspend the contract in whole or in part; and/or
(2) To declare the Contractor or Vendor ineligible for further City contracts.

(B) Each Contractor with 50 or more employees and $50,000 or more in government contracts is required to have or develop a written affirmative action program (AAP) for each of its establishments (Guidelines for an Affirmative Action Plan follows in Section 14).

A written affirmative action plan:

(1) helps the contractor identify and analyze potential problems in the participation and utilization of women and minorities in the contractor's workforce.

(2) If there are problems, the contractor's plan will specify the procedures it will follow and the good faith efforts it will make to provide equal employment opportunity.

KEY ELEMENTS OF AN AFFIRMATIVE ACTION PLAN

1. **Policy Statement** including specific purposes, such as:
"To insure equal opportunity to all personnel regardless of race, color, religion, sex, handicap, national origin, ancestry, and age. To increase the utilization of women, minorities, and other protected classes[1]. To implement the report and evaluate the progress. To develop a plan for staff upgrading. To respond to collective bargaining when grievances are filed alleging discrimination charges. To give notification of the policy to the community. To post policy inside the company in a conspicuous place; the policy signed by the Chief Executive Officer.

2. **A Top Person** with authority and responsibility to direct and implement your program.

3. **Work Force Utilization Analysis*** is a statistical analysis that might show a pattern of discrimination, that is an area of concentration underutilization.

4. **Establishing Goals, Objectives, Timetables*** (related to internal analysis and external workforce analysis). Look at anticipated vacancies and target them for affirmative action. How many vacancies can I expect? How much is contracted to vendors? Can a minority, woman, handicapped**, or older person** be promoted to fill the job?

5. **Outline for Examining Procedures and Modifying them if Practices are Discriminatory**
Are we recruiting at the right places?
Is the location isolated?
Is housing the problem?
What are we doing wrong to not attract minorities, women, and handicapped?
Are our selection procedures (tests, interviews, educational and experience requirements) validated?

---

1 "other protected classes" – in this text are defined as handicapped and/or persons over forty (40) years of age.

6. **Evaluation** – Check results. Are we doing what we said we would do? If not, why?

*HOW TO DO INTERNAL AND EXTERNAL ANALYSIS TO ESTABLISH GOALS, OBJECTIVES, TIMETABLES

The utilization analysis is a statistical survey comparing the company workforce by race/sex/national origin with the labor market workforce by race/sex/national origin. The comparisons are made for the nine (9) specific job categories established by the federal Equal Employment Opportunity Commission (EEOC).

Officials and Managers, Professionals, Technicians, Sales Workers, Office and Clerical, Craftsmen (skilled), Operative (semi-skilled), Laborers (unskilled), and Service Workers

The most comprehensive source of data with sufficient occupational detail for an accurate figuring of outside labor for availability is census bureau occupational data. The Census Bureau Characteristics of the Population Report is the most detailed listing of occupational data for the state and geographical employment regions referred to as Standard Metropolitan Statistical Analysis (SMSA) during the 1960 and 1970 census and as Metropolitan Statistical Areas (MSA) during the 1980 census.

In order to establish an accurate labor force availability figure for the jobs within the organization, a weighted average of the job availabilities must be determined for each of the above eight (8) categories. The outside workforce availability in the specific occupation must be weighted proportionally to the number of jobs of that occupation inside the company.

To illustrate this process assume that the professional workforce category of an Indiana company consists of these jobs:

10 accountants
2 social scientists
1 computer specialist

From the census bureau table the occupational availability percentages are shown on the table on the following page.

**Affirmative Action goals and timetables are not required by law for handicapped persons or persons over forty (40) years of age. However, reasonable accommodations for the handicapped are required according to the Rehabilitation Act Guidelines.

Weighted Comparison of Internal and External Workforce

We multiply the number in each category in the company by the above percentages. Thus the Accountant outside workforce percentages will be multiplied by 10; outside Social Scientist by two and Computer Programmer outside percentages by one.

Now we add the weighted percentage of the outside workforce and divide by the total number inside the company in the professional category (13) to find out what a fair labor representation within the company would be: 961% divided by 13 = 74% for men; 339% divided by 13 = 26% for women, etc.

Utilization Rate

Our next step is to check the company utilization rate at the present time. The utilization rate is the ratio of the company representation of minorities and women and the outside labor force representation expressed as a percentage. For example, if three of the thirteen employees were female, the utilization rate for females would be figured (3/13 = 23%). Twenty–three percent over twenty – six percent (Labor Market weighted proportional representation) x 100 (to change the decimal to a percentage) = 88% is the present utilization rate for females in the professional category in the company. A utilization rate greater than 100% is overutilization; a rate less than 100% is underutilization.

Planning

If your company is lacking minorities or women in any of the job categories, you need to design your affirmative action plan to correct this.

In planning, first look to see if there are those minorities and women inside the company with qualifications or who, with a little training, could be promoted. If there is no one inside to promote, hire from the outside; but do not rely on too narrow a definition of the outside market. Day laborers, production workers, and clerical staff most likely would be recruited from the immediate or extended local area. For occupations which require a college education, such as an engineer, the recruiting area might be the whole state, several states or even nationwide.

For small companies (100 employees or less) a rough goal figure can be determined by figuring the percentage represented by one employee (1/13, in our example, equal 7%). Thus, if the number of professional females on the staff is increased by one, the underutilization will be corrected. The correction in this instance will put the company slightly over the 100% (parity) for women in the professional category.

Depending on factors such as promotable or trainable females already on staff, the availability of qualified or trainable females in the relevant labor force and the availability of training institutions, number of expected new positions and turnover, the company should determine how many years it will take the correct the deficiency.

An underutilization of six persons may take three years to correct at the rate of two per year. The company should select the shortest, reasonable time period in which to accomplish its goals; the year when full utilization will occur must also be stated.

If companies with over 100 employees wish some additional help in planning their goals

and timetables, they might want to contact the State Affirmative Action Office for assistance.

Affirmative Action and Equal Employment Handout

1. Advertise for all positions in the newspaper for at least one week. Make sure you end the ad with EEO Clause (Equal Opportunity Employer M/F).

2. Send all job openings to the State Employment Service Office:
   Employment Service
   2301 Concord Road
   Lafayette, IN 47905
   (765) 474-5411

3. An effort should be made to get job opening information out to minorities by sending job descriptions to the following places:

   Black Cultural Center
   1100 Third Street
   West Lafayette, IN 47906
   (765) 494-3092

   Hanna Community Center
   1201 North 18th Street
   Lafayette, IN 47904
   (765) 742-0191

   Other good informal referral sources include individual minority and female lawyers, ministers, doctors, barbers, beauticians, recreation and community improvement groups.

4. Keep a record of who applies for your job openings by filling out an Applicant Flow Record on each applicant. Keep these forms in a file separate from your personnel file. Label "For Affirmative Action Program Use Only".*

5. Items to watch out for on your applications:

   Education
   Arrest and Conviction Record
   Credit Rating
   Sex, Marital and Family Status
   Age
   Availability for Saturday/Sunday work
   Friend or relative working for the company

Information for this handout came from "A Guidebook for Employers", Volume 1 and 2, U.S. Equal Employment Opportunity Commission, Washington, D.C. 20506.

*A number of state laws explicitly prohibit such inquiries; however, none of these laws or Title VII prevents the employer from recording such information, under proper safeguards, for Affirmative Action purposes.

EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION ARE CONCERNED THROUGHOUT THE TOTAL EMPLOYMENT PROCESS

JOB DESCRIPTION PREPARATION
PRE-EMPLOYMENT

RECRUITMENT
(Internal) (External)

APPLICATION FORM

TESTING (if applicable)

INTERVIEWING

JOB OFFER
(Reference Checks, Pre-employment Physical)

POST-EMPLOYMENT
HIRE

TERMS AND CONDITIONS OF EMPLOYMENT

TRAINING | TRANSFERS & PROMOTIONS | DISCIPLINARY ACTIONS | COMPENSATION

PERFORMANCE APPRAISALS

TERMINATION

External Workforce

			Male					Female				
	Male	Female	White	Black	Hispanic	Asian or Pacific Islands	American Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islands	American Indian or Alaskan Native
Accountants	72%	28%	71%	1%	1%	0%	0%	37%	1%	0%	0%	0%
Social Scientists	79%	21%	78%	1%	1%	0%	0%	19%	1%	0%	0%	1%
Computer Programmer	83%	17%	82%	1%	1%	0%	0%	16%	1%	0%	0%	0%

In order to obtain a realistic labor market availability, we weigh the outside workforce availability percentage with the inside workforce in the particular job category in this way:

Professional Category

				Male					Female				
Occupation	Number in Company	Male	Female	White	Black	Hispanic	Asian or Pacific Islands	American Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islands	American Indian or Alaskan Native
Accountants	10	720%	280%	710%	10%	10%	0%	0%	370%	10%	0%	0%	0%
Social Scientists	2	158%	42%	156%	2%	2%	0%	0%	38%	2%	0%	0%	2%
Computer Programmer	1	83%	17%	82%	1%	1%	0%	0%	16%	1%	0%	0%	0%
Total	13	961%	339%	948%	13%	13%	0%	0%	424%	13%	0%	0%	2%
Labor Market Representation Weighted		74%	26%	73%	1%	1%	0%	0%	25%	1%	0%	0%	0%

CERTIFICATIONS

The undersigned hereby certifies that they will comply with the following laws and regulations:

1. Civil Rights Act of 1964. Under Title VI of Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.

2. Section 109 of the Housing and Community Development Act 1974. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.

3. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973.

4. The requirements of Executive Order 11246, Equal Employment Opportunity.

The undersigned further certifies that the following statements are true to the best of his/her knowledge and belief:

1. Interest of Members of a City. No member of the governing body of the city and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the contractor shall take appropriate steps to ensure compliance.

2. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the contractor shall take appropriate steps to ensure compliance.

3. Interest of Contractor and Employees. The contractor covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The contractor further covenants that in the performance of this contract, no person having any such interest shall be employed.

4. Lobbying. The undersigned certified, to the best of his/her knowledge and belief, that:

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

(b) 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 agency, and 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-LL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

As an officer and representative of _____, I, the undersigned, have read and fully agree to the preceding, and will become a party to the full implementation of these programs.

_____ _____

Date Signature

IMPLEMENTING SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

Employment Opportunities for Businesses and Lower Income Persons in Connection with HUD – Assisted Projects

Project Name: **2010 CDBG Sidewalk Replacement Project**

Project Number: **10-002EC**

West Lafayette, Tippecanoe County, Indiana

Construction Dates:
Start: **May 1, 2010**
Finish: **July 31, 2010**

_____
Contractor

_____
Address (including Zip Code)

_____
EEO Officer

_____
Phone Number (including Area Code)

DETERMINATION OF PROJECT AREA BOUNDARIES

A. Address of Proposed Project: **West Lafayette, Tippecanoe County**

B. Below, indicate whether this project is located in an Urban Renewal Area, Neighborhood Development Program Area, Model Cities Area, Metropolitan Development Plan Area or Indian Reservation. If yes to any of the above, please specify: **N/A**

   If yes, the project area for purposes of the Section 3 Affirmative Action Plan is coextensive with boundaries of the Urban Renewal, NDP, Model Cities, Metropolitan Plan or Indian Reservation boundaries. (Exception 701 Projects; see Toote/Meeker memo notice dated 7-1-74).

   If no, specify the smallest political jurisdiction within which the project is located (i.e. township, city, village, county, etc.):

   West Lafayette

   The project area for purposes of this Section 3 Affirmative Action Plan is coextensive with the political jurisdiction specified above.

C. Based on the information given in columns one, two, and three in Table B, and the availability of eligible business concerns within the project area doing business in professions or occupations identified, set forth your goals for the number of contracts to be awarded to eligible project area businesses in column four, and for the approximate dollar amount to be awarded to project areas businesses in column five. Eligible project area businesses will be utilized to the greatest extent feasible.

CERTIFICATION OF COMPLIANCE

The Contractor agrees to implement the following specific affirmative action steps for Section 3 directed at increasing the utilization for lower income residents and businesses within the City of West Lafayette:

A. To ascertain from the HUD Area Office Director the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials of the Department in preparing and implementing the affirmative action plan.

B. To attempt to recruit from within the City, the necessary number of lower income residents through:
   1. Local advertising media
   2. Signs placed at the proposed site for the project
   3. Community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.

C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

D. To insert this Section 3 plan in all bid documents, and to require all bidders to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish those goals.

E. To insure that contracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.

F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.

G. To insure that all appropriate project business concerns are notified of pending contractual opportunities.

H. To maintain records, including copies of correspondence, memoranda, etc. which document that all of the above affirmative action steps have been taken.

I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of the Section 3 plan.

J. To list on Table A all projected work force needs for all phases of this project by

occupation, trade, skill level, and number of positions.

As an officer and representative of _____, I, the undersigned, have read and fully agree to the preceding, and will become a party to the full implementation of this program.

_____ _____

Date Signature

TABLE A: ESTIMATED PROJECT WORKFORCE BREAKDOWN

JOB CATEGORY	TOTAL ESTIMATED POSITIONS	# POSITIONS CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES	# POSITIONS NOT CURRENTLY OCCUPIED	# POSITIONS NEW HIRES THAT ARE SECTION 3 RESIDENTS*	%TOTAL STAFF HOURS FOR SECTION 3 EMPLOYEES & TRAINEES	TOTAL # SECTION 3 EMPLOYEES & TRAINEES	RACIAL/ETHNIC CODE(S) 1-5**
Professionals							
Technicians							
Office/Clerical							
Construction by Trade (List):							
Trade:							
Trade:							
Trade:							
Other (List):							

*Section 3 residents are individuals residing within the Section 3 determined project area boundaries whose family income does not exceed 90% of the median income in the Standard Metropolitan Statistical Area.

** 1 – White American
2 – Black American
3 – Native American
4 – Hispanic American
5 – Asian Pacific American

_____
Company

TABLE B: PROPOSED CONTRACTS BREAKDOWN

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
TYPE OF CONTRACT (BUSINESS OR PROFESSION)	TOTAL NUMBER OF CONTRACTS	TOTAL APPROXIMATE DOLLAR AMOUNT	ESTIMATED NUMBER OF CONTRACTS TO PROJECT AREA BUSINESSES	ESTIMATED DOLLAR AMOUNT TO PROJECT AREA BUSINESSES

Company

Project Name

Project Number

Date

EEO Officer Signature

END OF SECTION

TECHNICAL SPECIFICATIONS

Specifications will follow the latest edition of Indiana Department of Transportation Standard Specifications with Supplements, unless otherwise noted.

SECTION 100 – GENERAL PROVISIONS

SECTION 101 – DEFINITIONS AND TERMS

101.10 CONSTRUCTION LIMITS: Prior to beginning work at each location in the program, the Contractor shall verify the exact limits of construction with the Engineer.

In general, the overlay limits shall be between the front of each gutter or face of each curb, as directed. At intersecting streets and each end of the street being resurfaced, a lapped butt joint will be constructed. The limits of the joint area have been depicted on the details in Exhibit B; however, exact limits shall be determined and approved in the field.

SECTION 103 – AWARD AND EXECUTION OF CONTRACT

103.04 INSURANCE: Refer to Article 8 of the General Conditions for insurance requirements.

103.06 WAGE AND LABOR REQUIREMENTS: The following requirements shall apply for all contractors performing work on public works contracts for the City of West Lafayette, Indiana.

(a) NON-DESCRIMINATION OF EMPLOYEES: The Contractor for the work specified in this Contract agrees to take affirmative action to insure that applicants and employees of the Contractor (and any subcontractors) are treated in a manner which provides equal employment opportunity and tends to eliminate inequality based upon race, color, creed, religion, ancestry, national origin, sex, disability, age, marital status or status with regard to public assistance. Affirmative action shall include but not be limited to the issuance of a policy statement regarding equal employment and its communication to all personnel involved in recruitment, hiring, training, assignment, and promotion; notification of all employment sources of company policy and active efforts to review the qualifications of all applicants regardless of race, color, creed, religion, ancestry, national origin, sex, disability, age, marital status or status with regard to public assistance; recruiting in the minority/female group community for employees; and establishing an internal system of reporting concerning equal employment, recruiting, hiring, training, upgrading and the like. Breach of the obligation to take affirmative action shall be a material breach of the contract for which the City shall be entitled to at its option:

To cancel, terminate, or suspend the contract in whole or in part; and/or to declare the Contractor or Vendor ineligible for further City contracts.

(b) AFFIDAVITS AND PAYROLLS: The affidavit form provided in a non-collusion affidavit must be properly executed.

SECTION 104 – SCOPE OF WORK

104.04 MAINTENANCE OF TRAFFIC: The contractor will be responsible for adequate maintenance of traffic measures throughout construction operations. All barrels, cones, barricades, flagmen, and other associated items shall be provided to protect the workmen and the public. The contractor shall provide adequate means to safely direct traffic past the point of construction, and shall provide for safely conducting traffic at all other points that are affected by the work, at all times. Upon the request of the City, the contractor shall provide a traffic maintenance plan for engineering approval. The contractor also needs to coordinate maintenance of traffic with INDOT for work in and around state roads.

No closures shall be allowed, unless specifically coordinated and approved. Access to all property shall be maintained, and any times where there is a loss of access, the contractor shall coordinate with the property owner and/or occupant(s). When requested by the City, the contractor will provide adequate notification to the media and any property owners prior to commencing work in a given area.

No payment will be made for the maintenance of traffic. The cost of this work should be included in the various other associated pay items.

SECTION 105 – CONTROL OF WORK

105.10 INSPECTION OF WORK: The contractor is responsible to contact the City for the following inspections:

(a) Sub-grade evaluation – after removal of existing materials or after excavation on a new installation
(b) Pre-pour – after installation of all forms, reinforcing wire, and expansion material
(c) Final – after removal of all forms and disturbed area has been backfilled, compacted, and seeded/sodded

SECTION 107 – LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107.08 PUBLIC CONVENIENCE AND SAFETY: The contractor shall coordinate all work with the West Lafayette Police and Fire Departments, and shall notify both departments whenever any street or access to any property is to be closed off and when any street is re-opened.

The contractor shall be responsible for all proper public safety provisions for the construction site and any machinery or equipment whether in operation or not as well as work zones. No work site(s) shall be left unprotected at any time.

No work site(s) shall be left unprotected at any time. The public shall be protected from inadvertently entering a worksite by appropriate means such as cones, barrels, barricades, fencing, warning lights, arrow boards, flagmen, etc.

The contractor shall bring a traffic safety plan to the pre-construction meeting. The contractor must follow all procedures set forth by the West Lafayette Police Department in coordination with the City Engineer's Office to restrict parking during construction.

107.14 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE: Contractor shall protect existing trees in a five foot (5') length to all sides of the trunk. This area is to be kept clear of project equipment, project materials, waste, and excess soil. Minimal digging, trenching, compaction or other soil disturbance is allowed in this area (as determined by the Engineer).

SECTION 108 – PROSECUTION AND PROGRESS

108.04 PROSECUTION OF THE WORK: The contractor shall coordinate all work with the City Engineer or designated representative prior to commencing and throughout the contract on at least a daily basis. All material tickets shall be promptly turned in at the end of each day of work for record keeping and basis of payment. Failure to report any material tickets shall result in denial of payment claims by the City.

SECTION 200 - EARTHWORK

SECTION 201 – CLEARING AND GRUBBING

201.03 CLEARING AND GRUBBING: Disposal of all logs, limbs, chips, and debris generated by tree removal work will be the responsibility of the contractor. The stump shall be ground to six (6") inches below the existing surface. The contractor shall clean up the site and remove and dispose of all debris at the end of each day's operation. Site clean up shall include removal of sawdust, small twigs, chips, leaves, trunks, and limbs from the street, curb, parkway, sidewalk, private lawns, and driveways with appropriate tools for the job. The site shall be returned to the same state it existed in prior to removal. The contractor shall take all necessary precautions to eliminate damage to adjacent trees and shrubs, lawns, curbs, walks, or other real or personal property. Holes made in the lawn, regardless of size shall be filled with top soil and seeded with grass seed.

Removal operations may be conducted in areas where overhead electric, telephone, and cable television facilities exist. The contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to his operation. The contractor shall make arrangement with the utility for removal of all necessary limbs and branches that may conflict with or create a hazard in conducting the operations of this contract. All pruning shall be in accordance with the International Association of Arborists' standards. The contractor shall properly contact the utility in sufficient time to arrange for any required work by the utility. Delays encountered by the contractor while waiting for the utility to complete its work shall be the responsibility of the contractor.

SECTION 203 – EXCAVATION AND EMBANKMENT

203.09 GENERAL REQUIREMENTS: Excavation of existing pavement materials, concrete sidewalks, curbs, cobblestone, or any other materials required in order to properly incorporate construction materials for new sidewalks, curbs, ramps, or pavement shall be completed by the contractor as needed for a complete and finished project. Proper removal and disposal of existing materials shall be the responsibility of the contractor. The costs of all equipment, materials, labor, and any other necessary items required to properly complete any portion of the excavation work shall be included in the cost of the other items. No direct payment will be made for this type of work.

All excavation and surface milling work shall require full depth or minimal depth saw cutting to maintain neat lines for the work and permit the proper removal limits. The costs of all equipment, materials, labor, and any other necessary items required to properly complete the work shall be included in the costs of the other pay items. No direct payment will be made for this work.

SECTION 205 – TEMPORARY EROSION AND SEDIMENT CONTROL

205.01 DESCRIPTION: The contractor is responsible for maintaining all drainage flow of the gutter during and after construction. The contractor is to keep all construction materials or products of from entering any sewer. The contractor must submit a "Temporary Erosion and Sediment Control" plan for Engineer's approval prior to construction.

205.07 BASIS OF PAYMENT: No payment will be made for the temporary erosion and sediment control. The cost of this work should be included in the various other associated pay items.

SECTION 300 – AGGREGATE PAVEMENT AND BASES

SECTION 301 – AGGREGATE BASE

301.02 MATERIALS: All stone used for base material shall be crushed aggregate meeting Indiana Department of Transportation Standard Specification, Section 301 and 904. An undistributed quantity of 100 Tons of No. 53 stone has been estimated for this item for undercut and replacement purposes. Additions or deletions to this estimated quantity of stone may be requested to undercut and properly prepare existing sub-base material at locations of patching. Payment for undercutting and stone will be made at the contract unit price for "Compacted Aggregate for Base, No. 53 Stone", per ton.

SECTION 500 – CONCRETE PAVEMENT

SECTION 502 – PORTLAND CEMENT CONCRETE PAVEMENT, PCCP

502.02 MATERIALS: Concrete is to be limestone aggregate, six bag mix with reinforcing as specified. All concrete is to be in accordance with the requirements of the current Indiana Department of Transportation Standard Specifications.

The contractor is responsible for protecting any new concrete work from pedestrian and/or vehicular traffic until it is fully cured and capable of carrying traffic. In the event that it cracks due to lack of strength, the contractor is responsible for replacing the concrete without reimbursement from the City.

Concrete testing is to take place no less than one time every fifty (50) cubic yards or at least one time per day. The cost of this item shall be included in the cost of other related items. The contractor is responsible for contacting the testing contractor and coordinating the concrete pour and testing schedules. The testing requirements are:

- Slump = 4", $\pm$ 1"
- Air Content = 6.5%, $\pm$ 1.5%
- 28 day compressive strength $\geq$ 4000 psi

SECTION 600 – INCIDENTAL CONSTRUCTION

SECTION 604 – SIDEWALKS AND CURB RAMPS

604.02 MATERIALS: Concrete is to be limestone aggregate, six bag mix with either wire reinforcement or fiber reinforcement in the sidewalk and #5 steel reinforcing bars in the curb and gutter. All concrete is to be in accordance with the requirements of the current Indiana Department of Transportation Standard Specifications.

The contractor is responsible for protecting any new concrete work from pedestrian and/or vehicular traffic until it is fully cured and capable of carrying traffic. In the event that it cracks due to lack of strength, the contractor is

responsible for replacing the concrete without reimbursement from the City.

Concrete testing is to take place no less than one time every fifty (50) cubic yards or at least one time per day. This item will be paid for by the City directly. The contractor is responsible for contacting the testing contractor and coordinating the concrete pour and testing schedules. The testing requirements are:

- Slump = 4", ± 1"
- Air Content = 6.5%, ± 1.5%
- 28 day compressive strength ≥ 4000 psi

604.03 PORTLAND CEMENT CONCRETE SIDEWALKS AND CURB RAMPS: All new ramps shall be installed in accordance with West Lafayette Standard Specifications and the current ADA Standards. Exact limits of construction for each ramp will be determined in the field by the Engineer. Payment for this item includes removal of all existing material. This item shall be paid at the contract unit price for "Remove and Replace Concrete Curb", per linear foot and "Universal Access Ramp Installation", per square yard.

Concrete sidewalk shall be five feet (5'-0") wide or to match existing, four inches (4") thick, and shall be placed on four inches (4") new compacted granular material. Concrete sidewalk shall be reinforced with wire mesh or fiber reinforcing. All concrete sidewalk must be according to West Lafayette Standard Specifications and current ADA Standards. This item shall be paid for at the contract unit price for "Concrete Sidewalk, Remove and Replace", per square yard.

SECTION 605 – CURBING

605.02 MATERIALS: Concrete is to be limestone aggregate, six bag mix with either wire reinforcement or fiber reinforcement in the sidewalk and #5 steel reinforcing bars in the curb and gutter. All concrete is to be in accordance with the requirements of the current Indiana Department of Transportation Standard Specifications.

The contractor is responsible for protecting any new concrete work from pedestrian and/or vehicular traffic until it is fully cured and capable of carrying traffic. In the event that it cracks due to lack of strength, the contractor is responsible for replacing the concrete without reimbursement from the City.

Concrete testing is to take place no less than one time every fifty (50) cubic yards or at least one time per day. This item will be paid for by the City directly. The contractor is responsible for contacting the testing contractor and coordinating the concrete pour and testing schedules. The testing requirements are:

- Slump = 4", ± 1"
- Air Content = 6.5%, ± 1.5%
- 28 day compressive strength ≥ 4000 psi

605.04 CAST IN PLACE CEMENT CONCRETE CURBING: Concrete curb shall be cast in place, 24 inch, limestone aggregate curb, formed and placed in accordance with the City of West Lafayette Standard Specification for "chair-back" curb. New curb shall be installed on six inches (6") of compacted stone aggregate and set to existing lines and grades in a manner to permit positive drainage. Curb can be reinforced as specified in the City of West Lafayette Standard Specification for "chair-back" curb or with fiber reinforcing. Any patching between the new curb and existing street shall be included in the price of the curb. HMA base or concrete may be used as a material for patching. Any curb installed on the back of sidewalk (i.e. retaining wall use) will be paid for under this item at the same unit price. This item shall be paid for at the contract unit price for "Concrete Curb (Includes Curb for Ramps and Approaches)", per linear foot.

SECTION 610 - APPROACHES

610.02 MATERIALS: Concrete is to be limestone aggregate, six bag mix with either wire reinforcement or fiber reinforcement in the sidewalk and #5 steel reinforcing bars in the curb and gutter. All concrete is to be in accordance with the requirements of the current Indiana Department of Transportation Standard Specifications.

The contractor is responsible for protecting any new concrete work from pedestrian and/or vehicular traffic until it is fully cured and capable of carrying traffic. In the event that it cracks due to lack of strength, the contractor is responsible for replacing the concrete without reimbursement from the City.

Concrete testing is to take place no less than one time every fifty (50) cubic yards or at least one time per day. This item will be paid for by the City directly. The contractor is responsible for contacting the testing contractor and coordinating the concrete pour and testing schedules. The testing requirements are:

- Slump = 4", ± 1"
- Air Content = 6.5%, ± 1.5%
- 28 day compressive strength ≥ 4000 psi

610.03 GENERAL REQUIREMENTS: Concrete drive approaches shall be formed and placed in accordance with Indiana Department of Transportation Standard Specifications Section 610 as well as West Lafayette Standard Specifications. All drive approaches shall be six inches (6") thick, match existing width unless

otherwise instructed by Engineer, and be placed on at least six inches (6") compacted granular fill. Drive approaches shall be reinforced with wire mesh or fiber reinforcing. Exact look of drive approaches will be determined by Engineer. This item shall be paid for at the contract unit price for "Concrete Drive Approach", per square yard. Curb in front of approaches shall be paid for at the contract unit price for "Concrete Curb (Includes Curb for Ramps and Approaches)", per linear foot.

SECTION 621 – SEEDING AND SODDING

621.05 APPLYING FERTILIZER, SEED, AND MULCH

(c) Mulch: Contractor shall mulch existing trees with a three foot by five foot (3'x5') rectangle, three inches (3") thick, of organic mulch and finish level with adjacent finish grades. Do not place mulch against trunks or stems. No direct payment will be made for this work. Cost shall be included in the unit price for other pay items.

621.09 LAYING SOD: Sod shall be placed upon all disturbed areas that were grass prior to construction. Sodding shall be in accordance with Indiana Department of Transportation Standard Specifications Section 621 and shall be maintained for at least thirty (30) days. No direct payment will be made for this work. The cost shall be included in the unit price for other pay items.

SECTION 700 – STRUCTURES

SECTION 714 – CONCRETE CULVERTS AND RETAINING WALLS

714.01 DESCRIPTION: Contractor shall construct a modular concrete block retaining wall in the specified location on the plans. The wall shall be made of modular concrete block by Anchor Wall Systems Diamond Pro in gray. The wall shall be installed according to manufacturer specifications and it is the responsibility of the contractor to obtain these.

SECTION 720 – MANHOLES, INLETS, AND CATCH BASINS

720.04 GRADE ADJUSTMENT OF EXISTING STRUCTURES: The contractor is responsible for setting all inlets in the project. The City of West Lafayette Street and Sanitation Department will supply any new inlet castings. The cost for setting the inlets shall be paid for at the contract unit price for "Set Sewer Inlets", per each.

SECTION 900 – MATERIALS DETAILS

SECTION 906 – JOINT MATERIALS

906.02 JOINT SEALING MATERIALS: All expansion joints are to have 4" capped

expansion material and then sealed with self-leveling joint sealer (Sonneborn SL1 or equivalent).

END OF SECTION