



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

FOR

**2012 COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG) ADA UPGRADES for the CITY
OF WEST LAFAYETTE MUNICIPAL POOL HOUSE
REMODEL**

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

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**Bidding Documents, Plans and Specifications for:
2012 Community Development Block Grant (CDBG)
ADA Upgrades for the City of West Lafayette
Municipal Pool House Remodel**

**CITY OF WEST LAFAYETTE
BOARD OF PUBLIC WORKS AND
SAFETY**

Approved:

Date

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

SECTION 00003

CITY OF WEST LAFAYETTE, INDIANA

2012 CDBGADA Upgrades for the City of West Lafayette Municipal Pool House
Remodel

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SECTION 00100
NOTICE TO BIDDERS

The Board of Public Works and Safety of the City of West Lafayette, Indiana will receive sealed bids for the **2012 CDBG ADA Upgrades for the City of West Lafayette Municipal Pool House Remodel** until the hour of **8:30 AM** local time on **Sept. 25, 2012** at the Office of the Clerk-Treasurer, City Hall, 609 West Navajo St., West Lafayette, Indiana 47906 for the completion of the work hereinafter listed. All bids received by said time will be held unopened and then taken to the Board of Public Works meeting and there be publicly opened and read aloud. Late bids will be returned unopened. No oral, telephoned, telegraphed, facsimile, or email bids or changes to bids will be considered.

This project consists of: various ADA upgrades and ADA remodeling for the City of West Lafayette Municipal Pool House, located at 1200 N. Salisbury Street, West Lafayette, IN. Areas of work to include the Men's and Women's Dressing / Shower Rooms, Family Dressing / Shower Room, Office and Employee Rooms, Pool Deck Toilet Room, Gates to Baby and Intermediate Pools, and Rails at step access to Main Pool. There is also an .Alternate for the remodel of the Shade Canopy.

Bids must be entered upon the bid form and the State Form 52414 (R /9-10)/Form 96 (Revised 2010) 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 "**2012 CDBG ADA Upgrades Municipal Pool House Remodel**". Forms are available at the Office of the Clerk - Treasurer, City Hall, 609 West Navajo St., 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 on the project shall not be less than the Federal Davis-Bacon wage scale published by the U.S. Department of Labor.

The Bidders attention is also called to the "Minority/Women Business Participation" requirements contained in the Project Specifications. Grant Services has adopted a State goal of 10% participation for minority and female owned businesses for construction related or purchase related contracts for the work.

In addition, the Contractor must meet guidelines and practices established by the Grant Services and appropriate Federal regulations including: 1) Executive Order 11246, 2) Certification of Non-Segregated Facilities, 3) OMB Circular A-102, 4) Title VI of the Civil Rights Act of 1964, 5) Section 504, Rehabilitation Act of 1973, 6) Age Discrimination Act of 1975, 7) Executive Order 12138, 8) Conflict of Interest Clause, 9) Retention and Custodial Requirements for Records Clause, 10) Contractors and Subcontractors Certifications, and others that may be appropriate or necessary.

In addition, the Contract Division procurement is subject to the Federal Regulations contained in the OMB Circular A-102, Sections B and O and the State of Indiana

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Requirements contained in IC-36-1-9 and IC-36-1-12.

Any contract(s) awarded under this Advertisement for Bids are expected to be funded in part by a grant from the Department of Housing and Urban Development, as administered by Grant Services through its CBDG Program. Neither the United States nor any of its departments, agencies or employees is or will be a party to this Advertisement or Bids or any resulting contract.

Instructions to Bidders, General Conditions, Special Conditions and Specifications are on file at the Office of the Clerk-Treasurer. Copies may be obtained on and after September 4, 2012, without deposit, from the Parks and Recreation Department, City Hall, 609 West Navajo St., West Lafayette, Indiana, phone (765) 775-5110.

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

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

Publish: 9/7/12 and 9/14/12

END OF SECTION
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2012 CDBG ADA Upgrades for the City of West Lafayette Municipal Pool House Remodel

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.

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- 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.

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- 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 Architect 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

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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 Architect written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Architect 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 A Pre-Bid Conference will be held on September 18, 2012 at 10:30 AM.
- 5.02 Location to be at the City of West Lafayette Municipal Pool House, 1200 N. Salisbury Street, West Lafayette, IN.

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 Architect's Office in writing, mailed to: The Wahl Architectural Studio, LLC, 211 Alabama Street, Lafayette, Indiana 47901. Interpretations or clarifications considered necessary by the Architect 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 Architect 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 Architect's decision of approval or disapproval of the proposed substitution shall be final. If the Architect 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 – 2012 CDBG ADA Upgrades for the City of West Lafayette Municipal Pool House Remodel**". 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,

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written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the Architect 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

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SECTION 00300

BID PROPOSAL FORM

2012 CDBG ADA Upgrades for the City of West Lafayette Municipal Pool House Remodel

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.

CONTRACTOR _____

TOTAL BASE BID PRICE

(amount in words)

\$ _____

(amount in figures)

TOTAL ALTERNATE #1 ADD

(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:
Exterior Work 46 calendar days.
Interior Work 123 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.

Date: _____ Bidder: _____
By: _____

Printed name of signer

Title of signer

END OF SECTION

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SECTION 00500

AGREEMENT FORM

2012 CDBG ADA Upgrades for the City of West Lafayette Municipal Pool House Remodel

This agreement, made this ____ day of _____, **2012** 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 Clerk – Treasurer.

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.

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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 Exterior Work November 16, 2012.
Interior Work February 1, 2013

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

CONTRACTOR:

BOARD OF PUBLIC WORKS AND SAFETY

Name, Title
Company Name

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

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SECTION 00700

STANDARD GENERAL CONDITIONS

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

**Adopted July 13, 2009 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:

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- 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 Architect's interpretation, delivered in writing, shall be a condition precedent to litigation.

00700-5

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 Architect 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
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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.

<i>(b) Automobile Liability</i>	\$1,000,000	each
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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.

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	<i>(c) Workers Compensation and Employer's Liability</i>	
	Worker's Compensation	State Statutory Limits
	Employer's Liability	
accident	Bodily Injury by Accident	\$1,000,000 ea.
	Bodily Injury by Disease	\$1,000,000 policy limit
employee	Bodily Injury by Disease	\$1,000,000 ea.
	Include Waiver of Subrogation in favor of the City of West Lafayette, Indiana.	

(d) Umbrella Liability

Each Occurrence and Aggregate	\$1,000,000
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(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 Architect 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 Architect 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 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 Architect, 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:

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- 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 Architect 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 Architect or any agent or employee of the Architect, shall constitute final acceptance of portions or parts of the project, or of workmanship of a portion

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or part, or of a material installed.

- 14.03 Upon completion of the project the Contractor shall so notify the Architect. 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 Architect.
- 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

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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 Architect 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 Architect shall have the right to require dismissal of any employee appearing to be under the influence of alcohol.

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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 Architect 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 Architect 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

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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 Architect 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 Architect 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

00700-14

SECTION 00800

SUPPLEMENTARY CONDITIONS

2012 CDBG ADA Upgrades for the City of West Lafayette Municipal Pool House Remodel

PROJECT CLEAN UP PROCEDURES

1. In addition to items called out in the Division 1 portion of the Architectural Specifications the following instructions apply.
2. The General Contractors are to pick up and dispose of trash every day. No burning will be allowed. The General Contractor will supply a dumpster for all contractors on the site for construction materials only.
3. All materials are to be neatly stacked on the site at all times.
4. The General Contractor will be responsible for keeping any streets used for access by his crews or subcontractors clean of dirt, mud, gravel, etc. during all operations. Clean up shall be daily if necessary.
5. If the General Contractor does not keep up with the clean-up responsibilities the necessary measures will be taken to clean the site and the funds spent will be deducted from the contract amount unless the clean-up invoices are paid directly by the contractor.

OVERALL SCOPE OF WORK CLARIFICATIONS

1. Provide all labor, equipment, and materials to complete this contract as shown in the bidding documents.
2. The Contractor(s) and all Sub-contractors are to perform all work in strict accordance with all OSHA rules and regulations; and all state and local rules and regulations that apply to this project. All Contractors are responsible for maintaining and administering their own job site safety programs.
3. The Contractor(s) shall verify all underground utilities prior to performing any excavation for the project. Be especially careful to locate the overhead cables servicing the building.

00800-1

4. The General Contractor shall provide owner three blue print sets, and one reproducible set of as-built drawings along with all close out documentation required by Division 1 of the Architectural Specifications prior to final payment being requested.
5. The General Contractor must provide a safe path for building users to access the rest of the building for the duration of the project.
6. Provide General Conditions items as follows: (in addition to items called out in section 00700 General Conditions)
 - Portable Toilet, located inside the pool fence enclosure.
 - Provide a project dumpster for all construction debris.
 - Project sign and any needed temporary signage to direct construction traffic in the area.

OWNER PROVIDED ITEMS

The following items will be provided for the Contractor by the Owner.

1. State and Local building permits.
2. The use of electricity, from existing facility, for construction use only.
3. Water will be available for use until the time it is shut off for winterization.

EXHIBIT A

WAGE RATES

2012 CDBG ADA Upgrades for the City of West Lafayette Municipal Pool House Remodel

General Decision Number: IN120002 03/09/2012 IN2

Superseded General Decision Number: IN20100002

State: Indiana

Construction Type: Building

Counties: Adams, Allen, Bartholomew, Benton, Blackford, Boone, Carroll, Cass, Clinton, DeKalb, Delaware, Fountain, Fulton, Grant, Hamilton, Hancock, Hendricks, Howard, Huntington, Jay, Johnson, Madison, Marion, Miami, Monroe, Montgomery, Morgan, Noble, Shelby, Steuben, Tippecanoe, Tipton, Wabash, Warren, Wells, White and Whitley Counties in Indiana.

CASS, FULTON AND WHITE COUNTIES:

BUILDING CONSTRUCTION(does not include single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	01/06/2012
1	01/27/2012
2	02/24/2012
3	03/02/2012
4	03/09/2012

ASBE0018-004 02/01/2011

BARTHOLOMEW, BENTON, BOONE, CARROLL, CLINTON, DELAWARE, FOUNTAIN, HAMILTON, HANCOCK, HENDRICKS, HOWARD, JOHNSON, MADISON, MARION, MONROE, MONTGOMERY, MORGAN, SHELBY, TIPPECANOE, TIPTON, AND WARREN 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).....	\$ 31.98	13.85
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).....	\$ 18.75	9.70

ASBE0041-002 07/01/2011

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

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 29.98	12.56
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

ASBE0075-003 08/01/2011

CASS, FULTON and WHITE COUNTIES

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 31.40	15.29
HAZARDOUS MATERIAL HANDLER (includes preparation, wetting, stripping, removal, scrapping, vaccuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....	\$ 25.80	12.10

BOIL0374-002 01/01/2011

	Rates	Fringes
BOILERMAKER.....	\$ 33.43	22.14

BRIN0003-001 06/01/2011

INDIANAPOLIS

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

	Rates	Fringes
Bricklayer, Stone Mason, Pointer, Caulking.....	\$ 29.75	10.23
TERRAZZO FINISHER.....	\$ 19.80	5.72
TERRAZZO WORKER/SETTER.....	\$ 29.50	9.33
Tile & Marble Finisher.....	\$ 18.92	5.70

Tile, Marble Setter.....\$ 28.90 9.23

BRIN0004-004 06/01/2011

FORT WAYNE

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

	Rates	Fringes
BRICKLAYER (STONE MASON, MARBLE MASONS, POINTER, CLEANER, AND CAULKER).....	\$ 28.06	11.88
Terrazzo Grinder Finisher.....	\$ 22.76	8.45
Terrazzo Worker Mechanic.....	\$ 27.52	10.10
Tile Setter & Marble Mason Mechanic.....	\$ 24.61	10.10
Tile, Marble & Terrazzo Finisher.....	\$ 19.59	8.45

BRIN0004-021 06/01/2011

BLOOMINGTON

BARTHOLOMEW and MONROE COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 27.20	9.76
TERRAZZO FINISHER.....	\$ 18.00	4.10
TERRAZZO WORKER/SETTER.....	\$ 27.80	7.07
Tile & Marble Finisher.....	\$ 18.82	4.10
Tile & Marble Setter; Mosaic Worker.....	\$ 27.27	6.97

BRIN0011-001 06/01/2011

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 Worker.....	\$ 28.90	9.23

BRIN0018-001 06/01/2011

SOUTH BEND CHAPTER: CASS, FULTON, GRANT, HOWARD, MIAMI and
WABASH COUNTIES

	Rates	Fringes
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Bricklayer, Stonemason, Pointer, Caulker & Cleaner.....	\$ 27.61	11.94
Terrazzo Worker Finisher.....	\$ 27.06	9.97
TERRAZZO WORKER/SETTER.....	\$ 28.58	11.64
Tile & Marble Finisher.....	\$ 26.06	9.97
Tile, Marble Setter.....	\$ 27.58	11.64

BRIN0019-001 06/01/2011

MUNCIE CHAPTER

BLACKFORD, DELAWARE, HAMILTON, JAY, MADISON AND TIPTON COUNTIES:

	Rates	Fringes
Bricklayer, Stonemason, Pointer, Caulker & Cleaner.....	\$ 28.05	12.14
TERRAZZO FINISHER.....	\$ 18.48	4.40
TERRAZZO WORKER/SETTER.....	\$ 28.53	7.54
Tile & Marble Finisher.....	\$ 19.33	4.40
Tile & Marble Setter; Mosaic Worker.....	\$ 27.98	7.44

CARP0111-001 06/01/2010

BARTHOLOMEW, JOHNSON (Townships of Union, Hensley, Franklin,
Nineva, Needham and Blue River), SHELBY COUNTIES

	Rates	Fringes
Carpenters:		
Carpenters, Drywall		
Insallers, Piledrivers.....	\$ 25.43	13.19
Millwrights.....	\$ 26.24	15.27
Soft Floor Layers.....	\$ 25.57	10.70

CARP0215-001 06/01/2011

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

	Rates	Fringes
CARPENTER.....	\$ 25.96	15.55
MILLWRIGHT.....	\$ 26.12	15.82

CARP0232-001 06/01/2011

ALLEN, DEKALB, NOBLE, STEUBEN and WHITLEY COUNTIES

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 23.55	13.42

CARP0615-001 06/01/2011

ADAMS, CASS, FULTON, GRANT, HOWARD, HUNTINGTON, MIAMI, TIPTON,
WABASH and WELLS COUNTIES

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 24.45	14.09

CARP0912-001 06/01/2010

	Rates	Fringes
Carpenters:		
BLACKFORD, DELAWARE, JAY AND MADISON COUNTIES		
Carpenters, Drywall, Installers, Piledrivers.....	\$ 26.62	13.40
Millwrights.....	\$ 26.24	15.58
Soft Floor Layers.....	\$ 25.57	10.80
BOONE, FOUNTAIN, HENDRICKS, MONROE, MONTGOMERY AND MORGAN COUNTIES		
Carpenters, Drywall.....	\$ 26.91	13.40
Millwrights.....	\$ 26.24	15.58
Soft Floor Layers.....	\$ 25.57	10.80

CARP0912-002 06/01/2010

HAMILTON, HANCOCK, JOHNSON (Townships of White River, Pleasant
and Clark), MARION

	Rates	Fringes
Carpenters:		
Carpenters, Drywall		
Installers, Piledrivers.....	\$ 28.42	13.40
Millwrights.....	\$ 26.24	15.58
Soft Floor Layers.....	\$ 25.57	10.80

CARP1029-001 06/01/2011

ADAMS, ALLEN, CASS, DEKALB, ELKHART, FULTON, GRANT, HOWARD,
HUNTINGTON, KOSCIUSKO, LAGRANGE, MARSHALL, MIAMI, NOBLE, ST.
JOSEPH, STEUBEN, TIPTON, WABASH, WELLS and WHITLEY COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 24.02	17.51

ELEC0305-003 01/01/2012

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

	Rates	Fringes
ELECTRICIAN.....	\$ 29.98	13.56

ELEC0481-005 01/01/2009

BARTHOLOMEW, BOONE, HAMILTON, HANCOCK, HENDRICKS, JOHNSON,
MADISON, MARION, MONTGOMERY, MORGAN AND SHELBY COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 31.45	14.74

ELEC0538-006 01/01/2011

FOUNTAIN AND WARREN COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 32.04	14.71

ELEC0668-002 06/01/2011

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

	Rates	Fringes
ELECTRICIAN.....	\$ 30.83	14.41

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

ELEC0725-006 09/01/1999

MONROE COUNTY

	Rates	Fringes
Communication Technician.....	\$ 18.70	3.80+3%

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

ELEC0725-011 01/01/2011

MONROE COUNTY:

	Rates	Fringes
ELECTRICIAN.....	\$ 33.15	23%+\$5.64

ELEC0855-003 06/01/2011

BLACKFORD, DELAWARE, AND JAY COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 31.88	12.19

 ELEC0873-002 03/01/2012

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

	Rates	Fringes
ELECTRICIAN.....	\$ 32.03	11.75

 * ELEV0034-003 01/01/2012

BARTHOLOMEW, BENTON, BLACKFORD, BOONE, CARROLL, CASS, CLINTON,
 DELAWARE, FOUNTAIN, FULTON, GRANT, HAMILTON, HANCOCK,
 HENDRICKS, HOWARD, JAY, JOHNSON, MADISON, MARION, MIAMI,
 MONROE, MONTGOMERY, MORGAN, SHELBY, TIPPECANOE, TIPTON, WABASH,
 WARREN, AND WHITE COUNTIES

	Rates	Fringes
Elevator Constructor Mechanic.....	\$ 41.675	23.535+a+b

PAID HOLIDAYS:

a. New Year's Day, Memorial Day, Independence Day, Labor Day,
 Vetern's Day, Thanksgiving Day, the Friday after
 Thanksgiving, and Christmas Day.

b. Employer contributes 8% of regular hourly rate to vacation
 pay credit for employee who has worked in business more
 than 5 years; 6% for less than 5 years' service.

 ELEV0044-002 01/01/2012

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

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 43.06	23.535+a+b

PAID HOLIDAYS:

a. New Year's Day, Memorial Day, Independence Day, Labor Day,
 Vetern's Day, Thanksgiving Day, the Friday after
 Thanksgiving, and Christmas Day.

b. Employer contributes 8% of regular hourly rate to vacation
 pay credit for employee who has worked in business more
 than 5 years; 6% for less than 5 years' service.

 ENGI0103-001 06/01/2010

BENTON, CARROLL, CASS, CLINTON, GRANT, HOWARD, MIAMI,
 TIPPECANOE, TIPTON, WABASH, and WHITE COUNTIES

	Rates	Fringes
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Power equipment operators:

GROUP 1.....	\$ 31.26	11.64
GROUP 2.....	\$ 28.26	11.64
GROUP 3.....	\$ 26.69	11.64
GROUP 4.....	\$ 22.99	11.64

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: A-Frame Winch Truck, Air Compressors over 600 cu.ft., 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, Bull Dozer, Cable Way, Chicago Boom, Clamshell, Concrete Mixer (21 cu. ft. or over), Concrete Paver, Concrete Pump(crete), Crane, Craneman, Crusher Plant, Derrick, Derrick Boat, Dinkey, Dope Pots (pipeline), Dragline, Dredge Operator, Dredge Engineer, Drill Operator,, Elevating Grader, Elevator, Ford Hoe (or similar type equipment), Forklift, Formless Paver, Gantry Crane, Gradall, Grademan, Grout Pump, Helicopter Crew, Heterington Paver, High-Lift, Hoist, Hopto, Hough Loader (or similar type), Hydro Crane, Hydro Hammer, Locomotive Crane, Locomotive, Mechanic, Mobile Mixer, 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, Tail Boom, Tar Machine (pipeline), Throttle Valve, Tower Crane, Trench Machine, Welder (heavy duty), Truck Mounted Concrete Pump, Truck-Mounted Drill, Well Point, Whirleys

GROUP 2: Air Compressor (up to 600 cu. ft.), Brakeman, Bull Float, Concrete Mixer (over 10s and under 21s), Concrete Spreader or Puddler, Deck Engine, Drill Helper, Electric Vibrator Kompactor (earth or rock), Finishing Machine, Gireman, Greaser (on grease facilities servicing heavy equipment), Material Pump, Motor Boats, Motor Crane Oiler, Portable Loader, Post Hole Digger, Power Broom, Rock Roller, Roller-Wobble Whell (earth or rock), Spike Machine (RR) Seamen Tiller, Spreader Rock, Sub Grader, Tamping Machine, Truck Mounted Drill Oiler, Welding Machine, Widener (apsco or similar type)

GROUP 3: Air Compressor 210 cu ft & over, Bituminous Distributor, Chair Cart, Concrete Curing Machine, Concrete Saw, Dope Pot Power Agitated, Flex Plane, Form Grader, Hydrohammer, Jacks Hydraulic Power Driven, Paving Joint Machine, Post Hole Digger, Roller Earth, Throttle Valve, Track Jack Power Driven, Tractor Farm Type, Truck Crane Driver

GROUP 4: Air Compressor (under 200 cu. fr. per min), Bituminous Distributor, Cement Gun, Concrete Saw, Conveyor, Deck Hand Oiler, Earth Roller, Form Grader, Generator, Guardrail Driver, Heater, Oiler, Paving Joint Machine, Power Traffic Signals, Steam Jenny, Vibrator, Water Pump, "JLG" Lifts and "Scissor" Lift or similar machine

ENGI0103-002 06/01/2010

BLACKFORD, DELAWARE, HAMILTON, HANCOCK, JAY, JOHNSON, MADISON,
MARION, and SHELBY COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 32.60	10.58
GROUP 2.....	\$ 31.65	10.58
GROUP 3.....	\$ 27.60	10.58
GROUP 4.....	\$ 23.90	10.58

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Air Compressor (pressurizing shafts, tunnels & drivers); Air Tugger; Auto Patrol; Back Filler; Back Hoe; Boom Cat; Boring Machine; Bull Dozer; 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; Ditching Machine (18' and over); Dredge; Elevators (when hoisting material or tools); Fork Lift (machinery); Formless Paver; Generator (power for welders of compressor); Gradall; Helicopter; Helicopter Winch Operator; High Lift-Front End Loader; Hoist-Material and/or Personnel over 3 Floors; Locomotive; Mechanic on job site; Mucking Machine; Panel Board Concrete Plant; Pile Driver; Push Cat; Scoop & Tractor; Scraper-Rubber Tired; Spreader-Tractor Mounted; Straddle Carrier-Ross Type; Sub Base Finish Machine (C.M.I. or smiliar); Tower Crane; Tractor with Backhoe (over 1/2 yard); Welder (craft)

GROUP 2: A Frame Truck; Batcher 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. ft. or over); Concrete Spreader-Power Driven; Dinkey Engine; Ditching Machine; Ditching Machine (less than 18"); Drilling Machine; Finish Machine & Bull Float; Finishing Machine; Fireman-Pile Driving and Boilers; Fork Lift-Masonry & Material; Guniting Machine; Head Greaser; Hoist-Material and/or personnel 3 floors and under; Mechanic in shop; Mesh Depresser-Mesh Placer; P.C.C. Concrete Belt Placer; Ruller-Asphalt, stone & sub base; Sheepsfoot Roller- Self Propelled; Shop Mule; Spreader or Base Paver-Self Propelled; Sub Grader; Throttle valve with air compressor or boiler; Tractor with Backhoe (1/2 yard & under); Tractor-high lift-farm type; Tractor-Industrial Type; Tractor with Winch; Well Points; Winch Trick

GROUP 3: Air Compressor (210 cu. ft. & over); bituminous Distributor; Chair Cart; Concrete Curing Machine; Concrete Saw; Dope Pot Power Agitated; Flex Plane; Form Grader; Hydrohammer; Jacks-Hydraulic-Power Driven; Minor Equipment opr. 3,4, or 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 21cu. ft.); Conveyor; Generator; Mechanical Heater; Oiler; Operator-2 pieces of miner equipment; Power Broom; Pump; Welding Machine

ENGI0103-007 04/01/2011

ADAMS, ALLEN, DEKALB, HUNTINGTON, STEUBEN, WELLS, and WHITLEY COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 30.58	12.35
GROUP 2.....	\$ 29.63	12.35
GROUP 3.....	\$ 26.63	12.35
GROUP 4.....	\$ 22.08	11.02

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Air Tugger; Auto Patrol, Back Filler; Back Hoe; Boom Cat; Boring Machine; Bull Dozer; 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; Ditching Machine (18" and over); Dredge; Fork Lift (machinery); Formless Paver; Gradall; Helicopter; Helicopter Winch Operator; High Lift Front End Loader; Hoist Material and/or personnel over 3 floors; Locomotive; Mechanic on Job Site; Mucking Machine; Panel Board Concrete Plant; Pile Driver; Push Cat; Scoop & Tractor; Scraper Tubber Tired; Skid Steer Machine (grading and back hoe); Spreader Tractor Mounted; Straddle Carrier Ross Type; Sub Base Finish Machine (C.M.I.or similar); Tower Crane; Tractor with backhoe (over 1/2 yard); Welder for Craft Work.

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 Riding Only; Concrete Mixer (21 cu. ft. or over); Concrete Spreader Power Driven; Dinkey Engine; Ditching Machine (less than 18" riding only); Drilling Machine; Elevators (when hoisting material or tools); Finish Machine and bull Float (excluding trowelling machine); Fireman Pile Driving and Boilers; Guniting Machine; Head Greaser; Hoist Material and/or personnel 3 floors and under; Mesh Depressor Mesh Placer; P.C.C. Concrete Belt Placer; Roller Asphalt, Stone & Sub Base; Sheepsfoot Roller Self Propelled; Shop Mule; Spreader or Base Paver Self Propelled; Sub Grader; Throttle Valve with Air Compressor or Boiler; Tractor with Backhoe (1/2 yard & under); Tractor High Lift Farm Type; Tractor Industrial Type; Tractor with Winch; Winch Truck.

GROUP 3: Bituminous Distributor; Chair Cart; Concrete Cutting Machine; Dewatering Systems; Dope Pot Power Agitated; Flex Plane; Fork Lift (masonry and material); Form Grader; Hydrohammer; Jacks Hydraulic Power Driven; Paving Joint Machine; Post Hole Digger (machine Mounted); Roller Earth;

Skid Steer Machine (fork lift and trasporting); Throttle Valve; Track Jack Power Driven; Tractor Farm Type.

GROUP 4: Air Compressor (pressurizing shafts, tunnels and divers); Air Compressor (over 210 cu. ft.); Concrete Saw; Conveyor; Generators; Oiler; Operating minor equipment; Power Broom; Truck Crane Driver; Welding Machines over 300 amps (2 or more).

ENGI0150-017 10/01/2011

FULTON and NOBLE COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 27.60	20.05+a
GROUP 2.....	\$ 26.25	20.05+a
GROUP 3.....	\$ 25.45	20.05+a
GROUP 4.....	\$ 24.65	20.05+a
GROUP 5.....	\$ 22.05	20.05+a

FOOTNOTE: a. PAID HOLIDAYS: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgivng Day, Day After Thanksgiving, and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

GROUP 1: Mechanic, Asphalt Plant, Asphalt Spreader, Auto Grader; Batch Plant, Benoto (requires 2 Engineers), Boiler and Throttle Valve, Boring Machine (road), Bulldozers (with engines of 140 net horse power or more) Caisson Rigs, Central Redi-mix Plant, Concrete Conveyor Systems, Concrete Power (over 27E cu. ft.), Concrete Paver (27E cu. ft. and under), Concrete Pumps/Grout concrete placer (Truck Mounted), Concrete Tower, Cranes and backhoes (all), Cranes, Hammerhead Tower, Creter Crane, Derricks (all), Forklift (capble of hoisting and mechanically moving forks horizontally), Grader, Elevating, Highlift Shovels or Front End Loaders (over 3 yd bucket), Hoists (2 or more drums), Locomotives (all), Laser screed, Motor Patrol, Pile Drivers and Skid Rig, Pre-Stress Machines, Pump Cretes & Similar Types, Rock Drill (Self-Propelled), Rock Drill (self propelled Truck Mounted), Scoops (tractor drawn), Slip-Form Paver, Tournapull, Tractor with Boom & Side Boom, Trenching Machine (12 or more inches in width), Combination Backhoe Front End Loader Machine with backhoe 1/2 yd bucket or attachments.

GROUP 2: Air Compressor (600 cu. ft. and over), Bob Cat (over 3/4 cu. yd.), Boilers, Broom (all powered propelled), Bull Dozers with engines of less than 140 net horsepower, combination backhoe front end loader 1/2 yf bskhhoe or under, Compressor and Throttle Valve, Concrete Breaker (truck mounted), Concrete Mixer (of moore than 21 cu. ft. capacity), Forklift (with fixed or tilt mast), Greaser Engineer, Highlift shovel or front endloader 3 yd bucket and under, Hoists (1 drum), Hydrulic Boom Truck, Post Hole Digger (vehicle mounted), Pump Cretes (squeeze crete type pumps, Gypsum, bulker , Rollers(all), Steam Generators,

Stone Crushers, Straddled Buggies, Tractors, Winch Trucks
(with "a" frame.

GROUP 3: Buck Hoist, Combination (small equipment operator),
.Conveyor (portable), Grouting Machine, Hoist Elevators
(material and personnel), Hydraulic Power Units, Grouting
and Pile Driving, Stud Welder, Trenching Machines less than
12 inches in width, Welding Machines (8 through 15).

GROUP 4: Bobcat (up to and including 3/4 cu. yd.).
Compressor (over 210 cu. ft. and less than 600 cu. ft.),
Generator (over 50 kw.), Heaters, Mechanical, Hoists (all
elevator, permanent installation), Hoist (automatic), Hoist
(tugger single drum), Oilers, Pumps, Well Points and
electric submersible, Small Rubber Tired End Loaders (1/4
cu. yd. and under), Tractors (farm type) Welding Machines
(2 through 8).

GROUP 5: Bobcats and forklifts (commercial or residential).

ENGI0181-004 04/01/2011

BARTHOLOMEW COUNTY

	Rates	Fringes
Power equipment operators:		
GROUP A.....	\$ 28.68	13.00
GROUP B.....	\$ 20.55	13.00

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP A: A-frame winch truck, articulating dump, autograde
(CMI), auto patrol, ballast regulator (RR), batcher plant
(electrical control concrete), bending machine (pipe),
bituminous plant (engineer), bituminous plant, bituminous
mixer travel plant, bituminous paver, bituminous roller,
boring machine, buck hoist, bull dozer, cable way, Chicago
boom, chimney hoist, clamshell, concrete mixer (21 cu.ft.
or over), concrete paver, concrete pump (crete),
construction elevator (Allmac or similar) creane,
creaneman, crawler backhoe, bcreawler high-lift, crusher
plant, derrick, derrick boat, dinkey, directional/boring
machine, dope pots (pipeline), double drum tugger (electric
or air), dragline, dredge operator, dredge engineer, drill
operator, elevating grader, extendable boom forklift,
formless paver, gantry crane, gator (or similar type
tiller), gradeall, grader, grademan, greaser (on grease
facility servicing heavy equipment), G.P.S. System (on
equipment within the classificaitons), grout pump, head
greaser, helicopter crew, Hetherington paver, hoist
(motorized, gas or diesel), hydraulic crane, ghdro blaster,
Industrial type forklift (over 9,000 lbs.), laser concrete
screed, laser or remote controlled equipment (within the
classifications), locomotive crane, locomotive, mechanic,
mobile mixer, botor creane, mucking machine, multiple
tamping machine (RR) overhead crane, pile driver, pulls,
push dozer, push boats, roller (sheep foot), rough terrain
crain, R.T. backhoe, R.T. endloader, Ross carrier, scoop,
shovel, side boom, skidsteer loader (bobcat or similar

type), swing crane, tail boom, tar machine (pipeline), tower crane, trench machine, welder (heavy duty), truck mounted concrete pump, truck-mounted drill, vacuum truck, well point, whirleys

GROUP B: Air compressor (1 or more, 600 cfm and over), air compressor with throttle valve, bituminous distributor, brakeman, bullfloat, cement gun, concret mixer, concrete say, soncrete spreader or puddlers, conveyor, deck hand oiler, deck engine, drill helper, earth roller electric vibrator compactor (earth or rock), elevator (in-plant, automatic), finishing machine fireman, form grader, generator, guard-rail driver, heater, oiler, Industrial type forklift (9,000 lbs and under), aterail pump, motor boats, paving joint machine, post hole digger, power broom, power traffic signals, rock roller, rock spreader, Roller (earth or rock), spike machine (RR), steam jenny, sub grader, taping machine, gruck crane oiler, truck mounted drill oiler Tugger (one-drum, air or electric)vibrator, vibro-piling hammer- hydraulic hammer or auger, water pump, widener (apsco or similar type) welding machine, JLG lifts and scissor lifts or similar machine.

ENGI0841-008 04/01/2010

BOONE, FOUNTAIN, HENDRICKS, MONROE, MONGOMERY, MORGAN, and WARREN COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 29.00	13.95
GROUP 2.....	\$ 21.85	13.95

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Power Cranes, Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tournadozer. Concret Mixers with Skip Tournamixer, Two-Drum Machine, One-Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boo Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Truck Crane, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or Similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Farm Tractor with Half Yard Bucket and/or Backhoe Attachments, Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or Similar Type Machine, Truck or Skid Mounted Concrete Pump, Tower Crane, Engine or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with Dual Attachment, Tractor Mounted Loaders, Cherry Picker, Hydro Crane, Standard or Dinkey Locomotives, Scoopmobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machines including Well Testing, Caissons, Shaft or any similartype Drilling Machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Equipment Greased),

Barber-Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, Hydra Ax, Span Saw and Similar Types, Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Piledriver-Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart-Self Propelled, Hydra Seeder, Straw Blower Power Sub Grader, Bull Float, Finishing Machine, Self-Propelled Pavement Breaker (Backhoe Attached), Lull (or Similar Type Machine), Two Air Compressors, Compressors Hooked in Manifold, Overhead Crane, Chip Spreader, Mud Cat, Sull-Air Fork Lifts (Except when used for Landscaping Work), Soil Stabilizer (Seaman Tiller, Bo Mag, Rago Gator and Similar types or Equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck Operator.

GROUP 2: Concrete Mixers without Skips, Rock Crusher, Ditching Machine Under 6', Curbing Machine, One Drum Machines without Tower or Boom, Air Tugger, Self-Propelled Concrete Saw, Machin- Mounted Post Hole Digger, Two to Four Generators, Water Pumps, or Welding Machines, with 400 ft., Air Compressor 600 cu. ft. and Under, Rollers on Aggregate and Seal Coat Surfaces, Fork Lifts (When used for Landscaping Work), Concrete and Blacktop Curb Machine, Farm Tractor with less than Half Yard Bucket, One Water Pump, Iolers, Air Valves or Steam Valves, One Welding Machine, Truck Jack, Mud Jack, Gunnite Machine, House Elevators when used for Hoisting Material, Engine Tenders, Wagon Drill, Flex Plane, Conveyor, Siphons nad Pulsometer, Switchman, Fireman on Paint Pots, Fireman on Asphalt Plants, Distributor Operators on Trucks, Tampers, Self-Propelled Power Broom, Striping Machine (motor driven), Form Tamper, Bulk Cement Plan Equipment Greaser, Deck Hands, Truck Crane Oiler Driver, Cement Blimps, Form Grader, Temporary Heat, Throttle Valve, Farm Tractor, Super Sucker (and similar type of equipment). FOOTNOTE: Employees operating booms from 149 ft. to 199 ft. including jib, shall receive an additional seventy five cents (.75)per hour above the rate. Employees operating booms over 199 ft. including jib, shall receive an additional one dollar and twenty-five cents (\$1.25) per hour above the regular rate.

 IRON0022-004 06/01/2011

BARTHOLOMEW; BENTON, BOONE; CARROLL; CASS; CLINTON; DELAWARE (S 2/3); FOUNTAIN; FULTON (SW 1/4 OF COUNTY); GRANT (SW PORTION); HAMILTON; HANCOCK; HENDRICKS; HOWARD; JOHNSON; MADISON; MARION; MIAMI; MONROE; MONTGOMERY; MORGAN; SHELBY; TIPPECANOE; TIPTON; WARREN AND WHITE COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 27.90	17.75

 IRON0147-004 06/01/2011

ADAMS, ALLEN, BLACKFORD, DEKALB, DELAWARE (NORTHEAST THIRD OF COUNTY), FULTON (EASTERN PART), GRANT (EXCLUDING SOUTHWEST PORTION), HUNTINGTON, JAY, MIAMI (NORTHEAST HALF), NOBLE

(EXCLUDING NORTHEAST TIP), STEUBEN, WABASH, WELLS, and WHITLEY
COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 24.64	17.87

IRON0292-006 06/01/2011

FULTON (Remainder of County) and NOBLE (Northeastern Tip)
COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 25.80	17.61

LABO0120-001 06/01/2011

MARION and SHELBY COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 22.38	11.05
GROUP 2.....	\$ 23.13	11.05
GROUP 3.....	\$ 23.38	11.05

LABORER CLASSIFICATIONS

GROUP 1: Building and Construction Laborers; Scaffold Builders (other than for Masons and Plasterers); Mechanic Tenders; Window Washers and cleaners; Railroad Workers; Masonry Wall Washers; Portable Water pumps with discharge up to (3) inches; Flag & Signal Person; Waterproofing; Handling of Creosot Lumber or like treated material (excluding railroad material); Asphalt Rakers and Lutemen; Kettlemen; Air Tool Operators; Pneumatic Tool Operators; Air and Electric Vibrators and Chipping Hammer Operators; Earth Compactors Jackmen and Sheetmen working Ditches deeper than (6) ft.in depth; Laborers working in ditches (6) ft.in depth or deeper; Assembly of Unicrete Pump; Chain Saw and Demolition Saw; Tile Layers (sewer or field) and Sewer Pipe Layer (metallic or non-metallic); Motor driven Wheelbarrows and Concrete Buggies; Hyster Operators; Pump Crete Assemblers; Concrete Conveyor Assemblers; Core Drill Operators; Cement, Lime or Silica Clay Handlers (bulk or bag); Handling of Toxic Materials damaging to clothing; Pneumatic Spikers; Deck Engine and Winch Operators; Water Main and Cable Ducking (metallic and non-metallic); Screed Man or Screw Operator on Asphalt Paver; Asbestos Removal and Hazardous Waste Removal.

GROUP 2: Plaster Tenders; Mason Tenders; Mortar Mixers; Welders (Acetylene or electric); Cutting Torch or Burner; Cement Nozzle Laborers; Cement Gun Operator; Scaffold Builders when working for Plasterers and Masons; Water Blast Machine.

GROUP 3: Dynamite men, Drillers-air track or wagon drilling
for explosives.

LABO0204-001 06/01/2011

FOUNTAIN, HENDRICKS, and WARREN COUNTIES

	Rates	Fringes
Laborers:		
Caisson and Tunnel Work in Compressed and Free Air		
GROUP 1.....	\$ 21.17	11.05
GROUP 2.....	\$ 21.37	11.05
GROUP 3.....	\$ 21.47	11.05
GROUP 4.....	\$ 22.17	11.05
LABORERS		
GROUP 1.....	\$ 21.17	11.05
GROUP 2.....	\$ 21.92	11.05
GROUP 3.....	\$ 22.17	11.05

LABORER CLASSIFICATIONS

GROUP 1: Building and Construction Laborers; Scaffold Builders (other than for Masons and Plasterers); Mechanic Tenders; Window Washers and cleaners; Railroad Workers; Masonry Wall Washers; Portable Water pumps with discharge up to (3) inches; Flag & Signal Person; Waterproofing; Handling of Creosot Lumber or like treated material (excluding railroad material); Asphalt Rakers and Lutemen; Kettlemen; Air Tool Operators; Pneumatic Tool Operators; Air and Electric Vibrators and Chipping Hammer Operators; Earth Compactors Jackmen and Sheetmen working Ditches deeper than (6) ft.in depth; Laborers working in ditches (6) ft.in depth or deeper; Assembly of Unicrete Pump; Chain Saw and Demolition Saw; Tile Layers (sewer or field) and Sewer Pipe Layer (metallic or non-metallic); Motor driven Wheelbarrows and Concrete Buggies; Hyster Operators; Pump Crete Assemblers; Concrete Conveyor Assemblers; Core Drill Operators; Cement, Lime or Silica Clay Handlers (bulk or bag); Handling of Toxic Materials damaging to clothing; Pneumatic Spikers; Deck Engine and Winch Operators; Water Main and Cable Ducking (metallic and non-metallic); Screed Man or Screw Operator on Asphalt Paver, Asbestos Removal, Hazardous Waste Removal.

GROUP 2: Plaster Tenders; Mason Tenders; Mortar Mixers; Welders (Acetylene or electric); Cutting Torch or Burner; Cement Nozzle Laborers; Cement Gun Operator; Scaffold Builders when working for Plasterers and Masons; Water Blast Machine.

GROUP 3: Dynamite men, Drillers-air track or wagon drilling
for explosives.

LABORER CLASSIFICATIONS For CAISSON AND TUNNEL WORK In
COMPRESSED and FREE AIR

GROUP 1: Cage Tenders, Dump Men, Flagman, Signalman, Top Laborers, Rod Men.

GROUP 2: Concrete Repairmen, Lock Tenders (pressure side), Motor men, Muckers, Grout Machine, Track Layers, Air Hoist, Key Board, Agitator Car, Car Pushers, Concrete Laborers, Grout Laborers, Lock Tenders (free air side), Steel Setters, Tuggers, Switchmen.

GROUP 3: Mucking Machine, Laser Beam, Liner Plate & Ring Setter, Shield Drivers, Power Knife, Welders Burners, Pipe Jacking Machine, Skinners, Maintenance Technician, Miner, Bricklayer Tenders, Concrete Blowers, DRillers, Erectors, Form Men, Jackhammermen, Mining Machine.

GROUP 4: Dynamite Men, Drillers air track or wagon drilling for explosives.

LABO0213-001 06/01/2011

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

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 18.75	11.05
GROUP 2.....	\$ 19.25	11.05
GROUP 3.....	\$ 19.75	11.05

LABORERS CLASSIFICATION

GROUP 1: Building and Construction Laborers; Scaffold Builders (other than for Masons and Plasterers); Mechanic Tenders; Window Washers and cleaners; Railroad Workers; Masonry Wall Washers; Portable Water pumps with discharge up to (3) inches; Flag & Signal Person; Waterproofing; Handling of Creosot Lumber or like treated material (excluding railroad material); Asphalt Rakers and Lutemen; Kettlemen; Air Tool Operators; Pneumatic Tool Operators; Air and Electric Vibrators and Chipping Hammer Operators; Earth Compactors Jackmen and Sheetmen working Ditches deeper than (6) ft.in depth; Laborers working in ditches (6) ft.in depth or deeper; Assembly of Unicrete Pump; Tile Layers (sewer or field) and Sewer Pipe Layer (metallic or non-metallic); Motor driven Wheelbarrows and Concrete Buggies; Hyster Operators; Pump Crete Assemblers; Core Drill Operators; Cement, Lime or Silica Clay Handlers (bulk or bag); Handling of Toxic Materials damaging to clothing; Pneumatic Spikers; Deck Engine and Winch Operators; Water Main and Cable Ducking; Screed Man or Screw Operator on Asphalt Paver; Chain and Demolition Saw Operators; Concrete Conveyor Assemblers

GROUP 2: Plaster Tenders; Mortar Mixers; Welders (Acetylene or electric); Cutting Torch or Burner; Cement Nozzle Laborers; Cement Gun Operator; Scaffold Builders when working for Plasterers; Water Blast Machine

GROUP 3: Dynamite men-drillers-air track or wagon drilling for explosives

LABO0274-001 06/01/2011

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

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 21.28	11.05
GROUP 2.....	\$ 22.03	11.05
GROUP 3.....	\$ 22.28	11.05

LABORER CLASSIFICATIONS

GROUP 1: Building and construction laborers; Scaffold builders (other than for masons or plasterers); Railroad Workers; Masonry Wall Washers (interior & exterior); All Portable Water Pumps with Discharge of Up to Three (3) Inches; Handling of Creosote Lumber or Like Treated Material (excluding railroad material); Asphalt Rakers and Lutemen; Earth Compactors; Jackmen and Sheetmen Working Ditches Deeper than Six (6) Feet in Depth; Laborers Working Ditches Six (6) Feet in Depth or Deeper; Assembly of Unicrete Pump; Tile Layers (sewer or field) and Sewer Pipe Layers (metallic or non-metallic); Motor Driven Wheelbarrows and Concrete Buggies; Hyster Operators; Pump Crete Assemblers; Core Drill Operators; Cement, Lime or Silica Clay Handler (bulk or bag); Handling of Toxic Material Damaging to Clothing; Pneumatic Spikers; Deck Engine and Winch Operators; Water Main and Cable Ducking (metallic and non-metallic); Screed Man or Screw Operator on Asphalt Paver; Chain Saw and Demolition Saw Operators; Concrete Saw; Concrete Conveyor Assemblers; Applying of Curing Compound; Sinking of Wellpoints; Dewatering Header Systems

GROUP 2: Plaster Tenders; Mason Tenders; Mortar Mixers; Welders (acetylene or electric); Cutting Torch or Burner; Cement Nozzle Laborers; Cement Gun Operators; Scaffold Builders for Plasterers; Scaffold Builders for Masons; Water Blast Machine Operators, Air and Electric Vibrators and Chipping Hammer Operators; Asbestos Removal; Hazardous Waste Removal; All Boiler Setters Laborers, including Expeditors, Bottom Men, Bell Men, and Mason Tenders

GROUP 3: Dynamite man, Drillers-air track or wagon for explosives.

LABO0741-003 06/01/2011

BARTHOLOMEW, JOHNSON, MONROE, and MORGAN COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 21.18	11.05
GROUP 2.....	\$ 21.93	11.05
GROUP 3.....	\$ 22.18	11.05

LABORERS CLASSIFICATIONS

GROUP 1: Building and Construction Laborers; Scaffold Builders (other than for masons or plasterers); Railroad Workers; Masonry Wall Washers (interior & exterior); Portable Water Pumps with Discharge up to three (3) inches; Handling of Creosote Lumber or Like Treated Material (excluding railroad material); Asphalt Rakers and Lutemen; Earth Compactors; Jackmen and Sheetmen Working Ditches Deeper than Six (6) Feet in Depth; Laborers Working Ditches Six (6) Feet in Depth or Deeper; Assembly of Unicrete Pump; Tile Layers (sewer or field) and Sewer Pipe Layers (metallic or non-metallic); Motor Driven Wheelbarrows and Concrete Buggies; Hyster Operators; Pump Crete Assemblers; Core Drill Operators; Cement, Lime or Silica Clay Handler (bulk or bag); Handling of Toxic Material Damaging to Clothing; Pneumatic Spikers; Deck Engine and Winch Operators; Water Main and Cable Ducking (metallic and non-metallic); Screed Man or Screw Operator on Asphalt Paver; Chain Saw and Demolition Saw Operators; Concrete Saw; Concrete Conveyor Assemblers; Applying of Curing Compound; Sinking of Wellpoints; Dewatering Header Systems

GROUP 2: Plaster Tenders; Mason Tenders; Mortar Mixers; Welders (acetylene or electric); Cutting Torch or Burner; Cement Nozzle Laborers; Cement Gun Operators; Scaffold Builders for Plasterers; Scaffold Builders for Masons; Water Blast Machine Operators; Air Tool Operators and all Pneumatic Tool Operators, Air and Electric Vibrators and Chipping Hammer Operators; Asbestos Removal; Hazardous Waste Removal; Biler Setters Laborers, including expeditors, bottom men, bell men, and Mason Tenders

GROUP 3: Dynamite men; Drillers-air track or wagon drilling for explosives

LABO1112-001 06/01/2011

BLACKFORD, DELAWARE, GRANT, HANCOCK, HAMILTON, JAY, and MADISON COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 20.86	11.05
GROUP 2.....	\$ 21.61	11.05
GROUP 3.....	\$ 21.86	11.05

LABORER CLASSIFICATIONS

GROUP 1: Building and construction laborers, scaffold builders (other than for masons of plasterers), mechanic tenders, window washers and cleaners, railroad workers, masonry wall washers, portable water pumps with discharge up to 3 inches, signal & flag person, Waterproofing, hauling of creosote lumber or like treated material (excluding railroad material), asphalt rakers and lutemen, kettlemen, air tool operator, pneumatic tool operator, air

& electric vibrators and chipping hammer operator, earth compactors, jackman & sheetmen in ditches more than 6 feet deep, laborers in ditches 6' deep or deeper, assembly of uncrete pump, tile layers (sewer or field), sewer pipe layers, motor- driven wheelbarrows and concrete buggies, hyster operator, pumpcrete assemblers, core drill operator, cement, lime or silica clay handlers, handling of toxic materials damaging to clothing, pneumatic spikers, deck engine & winch operator, water main & cable ducking, screed man or screw operator on asphalt paver, chain saw & demolition saw operator, concrete conveyor assembler

GROUP 2: Plaster tenders; mortar mixers; welders (acetylene or electric); cutting torch or burner; cement nozzle laborers; cement gun operators; scaffold builders for plasterers; scaffold builders for masons; water blast machine operator; Air tool Operators and all Pnuematic Tool Operators, Air and Electric Vibrators and Chipping Hammer Operators; Asbestos removal; Hazardous waste removal; All Boiler Setters Laborers, including expediters, bottom men, bell men, and Mason Tenders

GROUP 3: Dynamite men-drillers-air track or wagon drilling for explosives

PAIN0047-003 06/01/2011

BARTHOLOMEW, BOONE, HAMILTON, HANCOCK, HENDRICKS, JOHNSON, MARION, MONROE, MORGAN AND SHELBY COUNTIES:

	Rates	Fringes
Painters:		
Brush and Roller.....	\$ 23.93	11.22
Spray and Sandblasting.....	\$ 24.93	11.22

PAIN0080-001 07/01/2011

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

	Rates	Fringes
Painters:		
Brush and Roller.....	\$ 22.75	13.34
Spray and Sandblasting.....	\$ 23.75	13.34

PAIN0091-005 06/01/2011

FULTON COUNTY

	Rates	Fringes
Painters:		
Brush & Roller, Drywall		
Taping & Finishing,		
Vinyl/Paper Hanging.....	\$ 25.68	11.85
Spray.....	\$ 26.18	11.85

 PAIN0460-002 06/01/2011

WHITE COUNTY

	Rates	Fringes
Painters:		
Brush & Roller.....	\$ 33.99	19.88
Drywall Finisher.....	\$ 34.79	19.88

 PAIN0469-001 07/01/2011

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

	Rates	Fringes
Painters:		
101' & over'.....	\$ 22.01	11.17
31' - 60'.....	\$ 21.41	11.17
61' - 100'.....	\$ 21.81	11.17
Brush, Roller, Paperhanger, & Drywall Finishing.....	\$ 20.56	11.17
Lead Abatement.....	\$ 25.56	11.17
Spray & Sandblast Pot Tenders and Ground Personnel.....	\$ 21.46	11.17
Spray, Sandblast, Power Tools, Waterblast, & Steam Cleaning.....	\$ 21.56	11.17

 PAIN0669-001 04/01/2011

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

	Rates	Fringes
Painters:		
Brush; Roller; Paperhanging; Drywall Finishers.....	\$ 20.00	10.44
Spray/Waterblasting; Sandblasting.....	\$ 21.00	10.44

 PAIN1165-010 07/01/2011

FULTON COUNTY

	Rates	Fringes
GLAZIER.....	\$ 22.24	14.00

 PAIN1165-013 07/01/2011

ADAMS, ALLEN, BLACKFORD, DEKALB, GRANT, HUNTINGTON, JAY, NOBLE,

STEUBEN, WABASH, WELLS, WHITLEY

	Rates	Fringes
GLAZIER.....	\$ 22.00	11.62

PAIN1165-016 07/01/2011

BARTHOLOMEW, BENTON, BOONE, CARROLL, CASS, CLINTON, DELAWARE,
FOUNTAIN, HAMILTON, HANCOCK, HENDRICKS, HOWARD, JOHNSON,
MADISON, MARION, MIAMI, MONROE, MONTGOMERY, MORGAN, SHELBY,
TIPPECANOE, TIPTON, WARREN, and WHITE COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 25.86	11.87

PLAS0101-002 06/01/2007

FULTON COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 23.19	9.75
PLASTERER.....	\$ 24.06	11.25

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

PLAS0692-006 06/01/2010

AREA #46

BARTHOLOMEW, BOONE, HENDRICKS, JOHNSON, MARION, MONROE, MORGAN
and SHELBY COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 25.04	12.48

PLAS0692-007 06/01/2010

AREA #75

MONROE COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 24.00	10.80

 PLAS0692-009 07/01/2010

AREA #83

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$	24.10	10.69
PLASTERER.....\$	25.69	11.75

 PLAS0692-015 06/01/2010

AREA #121

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$	24.95	12.40
PLASTERER.....\$	25.61	12.40

 PLAS0692-023 06/01/2010

AREA #532

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$	25.25	12.75

 PLAS0821-001 05/01/2007

BARTHOLEMEW AND SHELBY COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$	21.90	8.25

 PLUM0136-006 10/01/2011

MONROE COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....\$	32.82	14.96

 PLUM0157-002 01/01/2012

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

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 35.47	13.29

PLUM0166-001 06/01/2011

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

	Rates	Fringes
Plumber and Steamfitter.....	\$ 29.75	12.77

PLUM0172-002 05/30/2011

CASS and FULTON COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 29.61	16.55

PLUM0440-002 01/01/2012

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

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 33.17	15.14

PLUM0661-001 07/01/2011

DELAWARE, JAY and MADISON COUNTIES

	Rates	Fringes
Plumber and Steamfitter.....	\$ 30.87	14.43

ROOF0023-003 06/01/2010

ALLEN, DEKALB, NOBLE, STEUBEN, and WHITLEY COUNTIES

	Rates	Fringes
Roofers:		
COMPOSITION.....	\$ 18.00	8.46
SLATE & TILE.....	\$ 18.50	8.46

ROOF0023-007 06/01/2010

FULTON COUNTY

	Rates	Fringes
Roofers:		
COMPOSITION.....	\$ 27.11	11.05
SLATE & TILE.....	\$ 27.61	11.05

ROOF0119-003 09/01/2010

BARTHOLOMEW, BOONE, HAMILTON, HANCOCK, HENDRICKS, JOHNSON,
MARION, MONROE, MORGAN and SHELBY COUNTIES

	Rates	Fringes
Roofers:		
COMPOSITION.....	\$ 23.78	10.22
SLATE and TILE.....	\$ 24.78	10.22

ROOF0119-005 09/01/2010

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

	Rates	Fringes
ROOFER.....	\$ 23.78	10.22
Slate and Tile.....	\$ 24.78	10.22

ROOF0205-001 05/01/2010

ADAMS, BLACKFORD, DELAWARE, GRANT, HOWARD, HUNTINGTON, JAY,
MADISON, MIAMI, TIPTON, WABASH, and WELLS COUNTIES

	Rates	Fringes
ROOFER.....	\$ 20.64	8.54

SFIN0669-002 04/01/2011

	Rates	Fringes
SPRINKLER FITTER.....	\$ 33.69	16.00

SHEE0020-003 07/01/2010

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).....	\$ 31.01	17.21

SHEE0020-004 07/01/2010

BARTHOLOMEW, BOONE, DELAWARE, HAMILTON, HANCOCK, HENDRICKS,
JOHNSON, MADISON, MARION, MONROE, MORGAN, SHELBY AND TIPTON
COUNTIES

	Rates	Fringes
Sheet metal worker (Including HVAC Duct Work).....	\$ 31.46	16.77

SHEE0020-016 07/01/2011

FULTON COUNTY

	Rates	Fringes
Sheet metal worker.....	\$ 28.74	18.58

SHEE0020-020 07/01/2011

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

	Rates	Fringes
Sheet metal worker (Including HVAC Duct Work).....	\$ 31.01	18.45

* TEAM0135-001 04/01/2011

BARTHOLOMEW, BENTON, BLACKFORD, CARROLL, CASS, CLINTON,
DELAWARE, FOUNTAIN, GRANT, HOWARD, JAY, MADISON, MIAMI, MONROE,
MONTGOMERY, TIPPECANOE, TIPTON, WABASH, WARREN, & WHITE COUNTIES

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 25.78	311.00/WK+A
GROUP 2.....	\$ 26.28	311.00/WK+A
GROUP 3.....	\$ 26.48	311.00/WK+A
GROUP 4.....	\$ 26.63	311.00/WK+A
GROUP 5.....	\$ 27.13	311.00/WK+A

A: \$24.20 PER DAY.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Single Axle Trucks, seven (7) cu. yds. or less than ten and one-half (10 1/2) tons, dumpsters, scoop-mobiles five (5) cu.yds. and under or less than seven and one-half (7 1/2) tons, mixer trucks three (3) cu.yds. and under, air compressors and welding machines, including those pulled by separate units, batch trucks-wet or dry- 2"34-E" batches or less, truck driver helpers, warehousemen, mechanic's helpers, greasers and tiremen, all pick-up trucks and other vehicles. Drivers on dumpsters or similar dumpsters, mounted on four (4) wheel truck rated two (2) cu.yds. or less, and small pallet type fork-lift operator and drivers

on pallet jacks or similar type equipment.

GROUP 2: Drivers on tandem axle eighteen (18) cu.yds. or twenty- four (24) tons gross, six (6) wheel trucks, Koehring or similar dumpsters, tract trucks, Euclids, hug bottom dumps, tournapulls, tounatrailers, tournarockers, or similar equipment when used for transportation purposes under nine (9) cu.yds. or less than thirteen and one-half (13 1/2) tons, tandems and semi-trailer service trucks, mixer trucks over three (3) cu.yds. and including six and one-half (6 1/2) cu.yds., fork lift, four (4) wheel A-frame trucks when used for transportation purposes, four (4) wheel winch trucks, pavement breakers, batch trucks-wet or dry- over 2 up to and including 4-"34-E" batches two (2) men oil distributors, fork-lift under four (4) ton and vacuum trucks.

GROUP 3: Koehring or similar dumpsters, tract trucks, semi-trailer water trucks, Euclids, hug bottom dumps, tournapulls, tournatrailers, tournarockers, tractor trailers, tandems, Q- frame winch trucks, hydrolift turcks or similar equipment when used for transportation purposes, mixer trucks over six and one- half (6 1/2) cu.yds, batch trucks wet or dry over 4 - "34-E" batches single equipment operated by employees withing this Bargaining unit. Six (6) wheel pole trailers and one (1) man oil distributors, fork-lift over four (4) ton and mobile mixers.

GROUP 4: Drivers on heavy equipment over sixteen (16) cu.yds. or twenty-four (24) ton, such as Koehring or similar dumpsters, tract trucks, Euclids, hug bottom dumps, tournapulls, tournarockers or similar equipment when used for transportation purposes, pole trailers over six (6) wheels, water pulls, low-boy trailers tandem axles, quad axle or more no-weight limitation, diseal and/or heavy equipment mechanics when working on equipment operated by employees with this Bargaining unit.

GROUP 5: Mechanic furnishing his own tools.

* TEAM0364-002 05/31/2011

FULTON COUNTY

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 22.22	A+B
GROUP 2.....	\$ 22.22	A+B
GROUP 3.....	\$ 22.22	A+B
GROUP 4.....	\$ 22.32	A+B

FOOTNOTES:

A. HEALTH & WELFARE: \$261.50 per week for each employee.
PENSION: \$126.50 per week for each employee.

B. HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Pick-up Trucks
 GROUP 2: Single Axle Trucks
 GROUP 3: Tandem, Tri-axle and Fuel Trucks
 GROUP 4: Semi-trailer Trucks

 * TEAM0414-001 07/01/2011

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

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 25.22	544.97/WK
Group 2.....	\$ 25.41	544.97/WK
Group 3.....	\$ 25.51	544.97/WK
Group 4.....	\$ 25.61	544.97/WK
Group 5.....	\$ 25.71	544.97/WK

TRUCK DRIVER CLASSIFICATIONS:

GROUP 1: Truck Driver Helper
 GROUP 2: Truck Driver on Fork Lifts
 GROUP 3: Truck Driver on Tandem, Semi, or Tri-axle
 GROUP 4: Truck Driver on Water Trucks and Mechanic
 GROUP 5: Truck Driver Euclid/Earth Movers

 * TEAM0716-001 07/01/2011

HAMILTON, HANCOCK, HENDRICKS, JOHNSON, MORGAN, AND SHELBY
 COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 24.72	12.00
Group 2.....	\$ 24.79	12.00
Group 3.....	\$ 24.87	12.00

TRUCK DRIVER CLASSIFICATIONS:

GROUP 1: Truck Driver Helper
 GROUP 2: Truck Driver on Fork Lifts
 GROUP 3: Truck Driver on Tandem, Semi, or Tri-axle

 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)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter

* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

EXHIBIT B

CONSTRUCTION DRAWINGS

**2012 CDBG ADA Upgrades for the City of West Lafayette Municipal Pool House
Remodel**

B1

City of West Lafayette
Municipal Pool House Remodel
1200 N. Salisbury Street
West Lafayette, IN

GENERAL NOTES

1. **ALTERNATE #1 SHADE CANOPY ROOF REMODEL ALTERNATE #1**
The shade canopy roof remodel will be bid as an alternate, this work is shown on sheets A-6, details 3/A7 & 4/A7 and plan note #9. Please fill out Bid Proposal Form accordingly.

2. **Wall surface patch and repair.**
At holes and scars left in walls, from the removal or relocation of items, shall be patched and repaired. Surfaces to be touch-up painted to match existing.

Existing paint specifications:

Block filler "MAB" Block Kote #2000.

Primer "MAB" Rust-o-lastic Universal Lacquer Resistant Primer.

Top coat "MAB" Ply-Tile #520HB (2 coats).

3. **Floor surface patch and repair.**
At holes and scars left in floors, from the removal or relocation of items, shall be filled and patched back with PVC flooring material, so that the existing warranty remains in affect.

Existing flooring material:

"Renosys" Rec Deck, color to match existing.

4. **Pool deck and pool liner patch and repair.**
At the installation of new pool railing, pool must be drained, coordinate with West Lafayette Parks and Recreation staff.
Installation of rail post at under water location to be performed as per industry standards. Patch back pool liner surface as required and to maintain existing warranty.

Existing (wet) pool surface material is:

"Renosys" PVC pool shell, color to match existing.

At pool deck (dry) surfaces patch back surface as required and to maintain existing warranty.

Existing (dry) pool surface material is:

"Renosys" Rec Deck, color to match existing.

City of West Lafayette
Municipal Pool House Remodel
1200 N. Salisbury Street
West Lafayette, IN

PLAN NOTES

1. Remove existing gate locking hardware at the Baby and Intermediate Pools, and provide new hardware. New hardware to be 54" max. above pool deck.
New hardware to be:
"D & D Technologies" Z-Lokk. (800) 716-0888, www.ddtechglobal.com.
Verify existing member size to determine whether #ZL1 or #ZL2 is appropriate.
2. At existing hot water & drain piping and valves provide new insulating covers. Insulating covers to be:
"Truebro Inc." #101, white.
3. Plastic laminate for all new counter tops to be:
"Pionite" #SB009, Royal Blue.
4. At the Family Dressing and Shower Room remove the existing shower head and replace with:
"Moen" Commercial Hand Held Shower System #52710EP15.
Confirm compatibility with existing faucet. Install at 38" to bottom of rail, between centerline of shower stall and 15" from centerline to front of stall.
5. Remove existing drinking fountain and replace with new double / 2 level drinking fountain.
New drinking fountain to be:
"Elkay" #EDFP217C.
Remove baby changing station and re-install, at same location, when work is complete.
Remove FRP wall panel to expose existing piping. Extend water and drain piping to new stub-out location. Cover existing and new piping with FRP wall panels in a similar fashion as existing.
6. Install new surface / wall mounted trash receptacle under the existing paper towel dispenser.
New trash receptacle to be:
"ASI" #0828, bottom of receptacle to be 10" above finish floor.
7. Install new grab bars at existing toilet stall. At side grab bar use through bolts with safe & non-removable bolts.
New grab bars to be:
"ASI" 3200 series, type 01, 36" and 42".
Install at 34" above finish floor to centerline of bar, 36" rear bar 6" from corner, 42" side bar 12" from corner.

8. New accessible shower at Women's Room.

Accessories to be provided –

Seat: "ASI" #8026, 17" – 19" above finish floor.

Grab bar: "ASI" 3200 series, type 60, 34" above finish floor to center of bar.

Faucet and shower head: See note #4.

Shower rod: "ASI" #1214, 80" min. above finish floor.

Toilet partitions & door at both stalls to match existing "Santana Solid Plastic Products", color to match existing. At pull side of door at accessible stall provide lever type pull handle.

At existing non-accessible stall re-use existing faucet, shower head and shower rod.

9. New metal roofing to be:

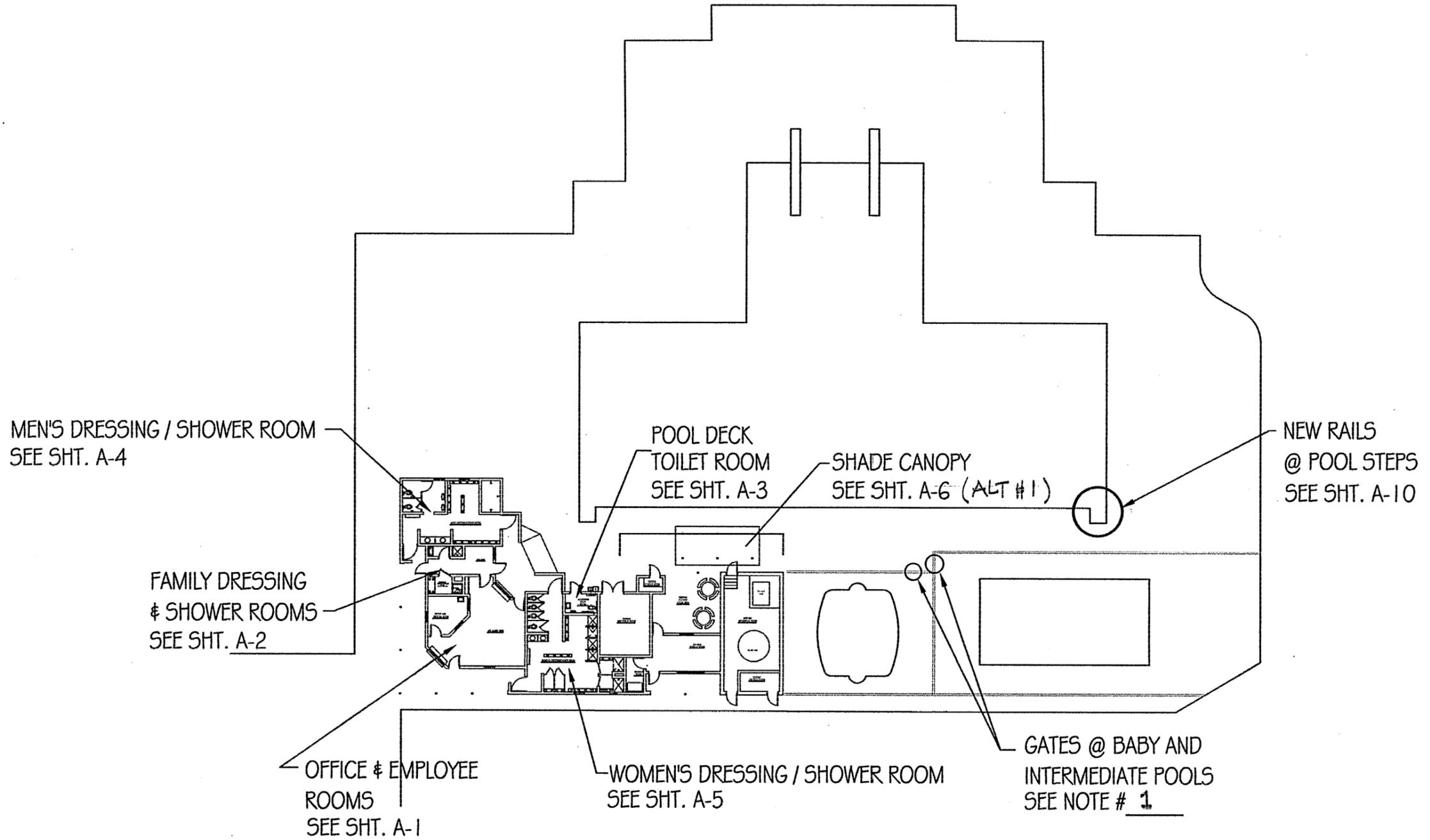
"Petersen Aluminum" Pac-Clad, M Panel, 24 Ga., Kynar 500 Galvalume Plus, color Berkshire Blue, with pre primed white finish at underside.

Field measure existing column heights & roof slope, and submit shop drawings for new columns and connections.

10. Paint for Cane Detectable Warning to be:

Primer: "MAB" Sea Shore / Four Seasons prime coat.

Top Coat: "MAB" Sea Shore / Four Seasons Acrylic Latex Stain, 2 coats
Standard color selected by West Lafayette Parks and Recreation.



MEN'S DRESSING / SHOWER ROOM
SEE SHT. A-4

FAMILY DRESSING
& SHOWER ROOMS
SEE SHT. A-2

OFFICE & EMPLOYEE
ROOMS
SEE SHT. A-1

POOL DECK
TOILET ROOM
SEE SHT. A-3

WOMEN'S DRESSING / SHOWER ROOM
SEE SHT. A-5

SHADE CANOPY
SEE SHT. A-6 (ALT #1)

GATES @ BABY AND
INTERMEDIATE POOLS
SEE NOTE # 1

NEW RAILS
@ POOL STEPS
SEE SHT. A-10

BUILDING FLOOR PLAN & POOL DECK PLAN
NOT TO SCALE

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REV	BY	DATE	DESCRIPTION

THE WAHL ARCHITECTURE STUDIO, LLC
ARCHITECTURE • PLANNING • DESIGN

211 Alabama Street
Lafayette, IN 47901
Phone (765) 429-6680

CITY OF WEST LAFAYETTE
MUNICIPAL POOL HOUSE REMODEL
1200 NORTH SALISBURY
WEST LAFAYETTE, INDIANA

DATE:
8-22-12
DRAWN BY:
DSB
CHECKED BY:
GKW
JOB NO.
1214



BUILDING FLOOR PLAN & POOL DECK PLAN

RELOCATE EXISTING SLIDE BOLT
AT UPPER DOOR LEAF
TO LOWER PART OF UPPER
DOOR LEAF, 48" MAX. AFF.

NEW COUNTER TOP SIM TO
WITH EDGES THAT EXTEND
NOT MORE THAN 4" FROM
THE WALL ON BOTH SIDES
SEE NOTE #3

1
A-7

ACCESSIBLE
DRESSING/SHOWER
ROOM

PROVIDE INSULATED PIPE
COVERS AT HOT WATER
& DRAIN PIPING
SEE NOTE #2

PROVIDE NEW SHELF,
SAME AS EXISTING,
AT 27" MAX. AFF.

LOWER EXISTING BAG RACK RODS.
UPPER TO 48" MAX. AFF.
LOWER TO 27" MAX. AFF.

RELOCATE EXISTING FIRE EXTINGUISHER
TO UNDER DEFIBRILLATOR
WITH LESS THAN 27" BETWEEN
EXTINGUISHER & FLOOR

LOWER EXISTING DEFIBRILLATOR CABINET
TO 48" MAX. AFF.
AT HIGHEST OPERABLE PART

43" HIGH COUNTER
FROM EXTERIOR ELEVATION
SEE NOTE #3

PROVIDE NEW CANE
DETECTABLE WARNING
SEE 2
A-9

2
A-9

1
A-7

4" MAX.

4" MAX.

1
A-8

34" HIGH COUNTER
FROM EXTERIOR ELEVATION
SEE NOTE #3

OFFICE & EMPLOYEE ROOMS

SCALE: 1/4" = 1'-0"



FLOOR PLAN

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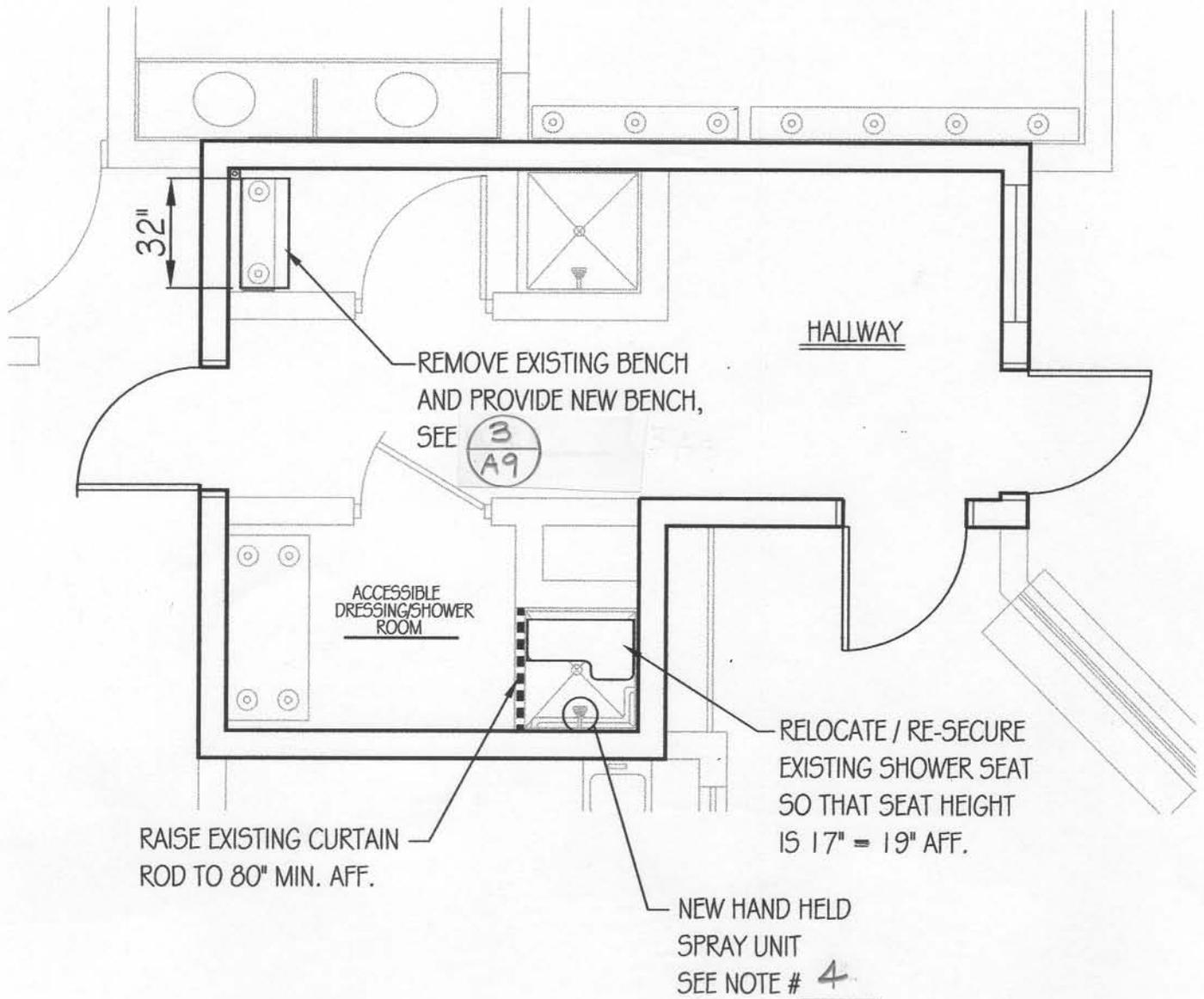
REV	BY	DATE	DESCRIPTION

CITY OF WEST LAFAYETTE
MUNICIPAL POOL HOUSE REMODEL
1200 NORTH SALISBURY
WEST LAFAYETTE, INDIANA

THE WARD ARCHITECTURE STUDIO, LLC
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Phone (765) 429-5880

DATE:
8-22-12
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DJB
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GSKW
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A-1



FAMILY DRESSING & SHOWERING ROOMS

SCALE: 1/4" = 1'-0"



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FLOOR PLAN

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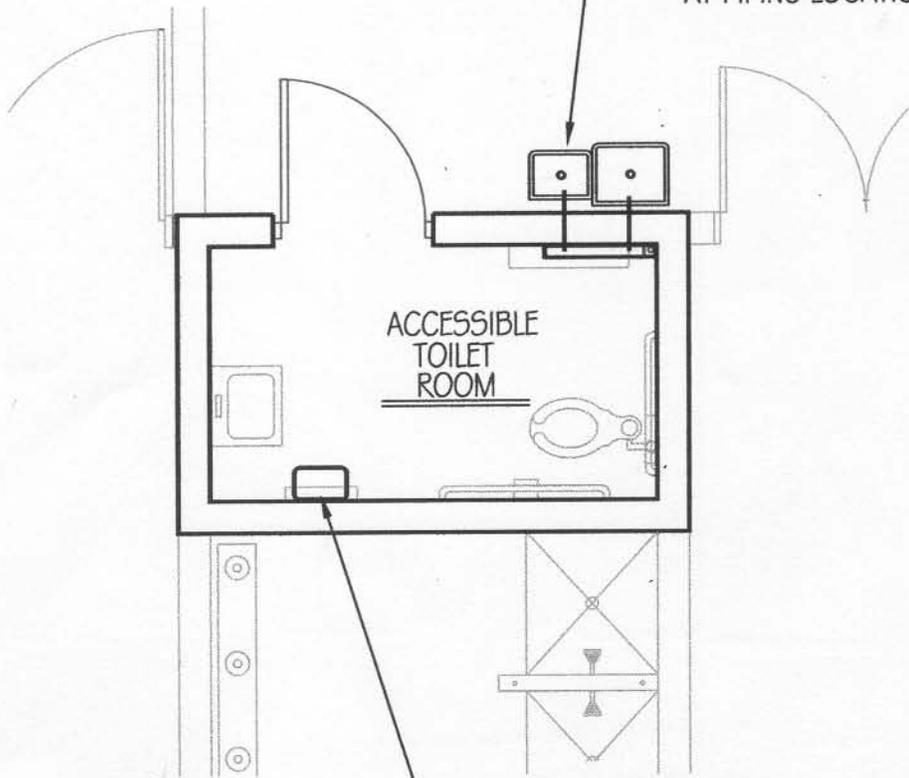
CITY OF WEST LAFAYETTE
MUNICIPAL POOL HOUSE REMODEL
1200 NORTH SALISBURY
WEST LAFAYETTE, INDIANA

THE WAM ARCHITECTURE STUDIO, LLC
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211 Alabama Street
Lafayette, IN 47901
Phone (765) 429-5880

DATE: 8-22-12
DRAWN BY: DSB
CHECKED BY: GSW
JOB NO.: 1214

A-2

REMOVE EXISTING DRINKING FOUNTAIN
 AND REPLACE WITH NEW BI-LEVEL
 DRINKING FOUNTAIN
 SEE NOTE # 5 FOR SPECIFICATIONS
 EXTEND WATER AND DRAIN PIPING
 TO NEW LOCATION AND FURR-OUT
 WALL TO MATCH EXISTING
 AT PIPING LOCATION



NEW TRASH RECEPTACLE
 UNDER EXISTING TOWEL
 DISPENSER
 SEE NOTE # 6

POOL DECK TOILET ROOM

SCALE: 1/4" = 1'-0"



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FLOOR PLAN

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A-3

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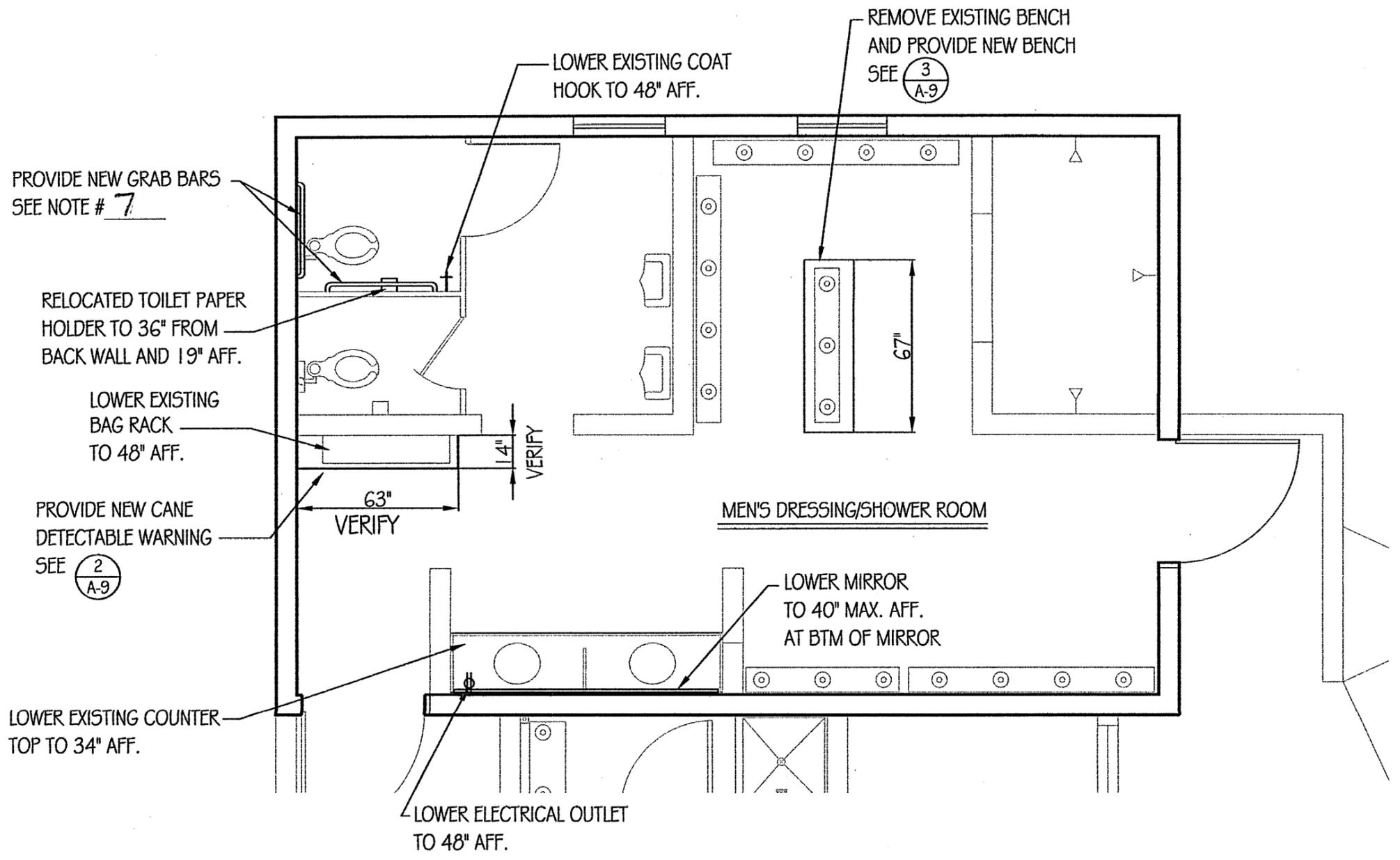
CITY OF WEST LAFAYETTE
 MUNICIPAL POOL HOUSE REMODEL
 1200 NORTH SALISBURY
 WEST LAFAYETTE, INDIANA

DATE:
 8-22-12
 DRAWN BY:
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 1214

A-4

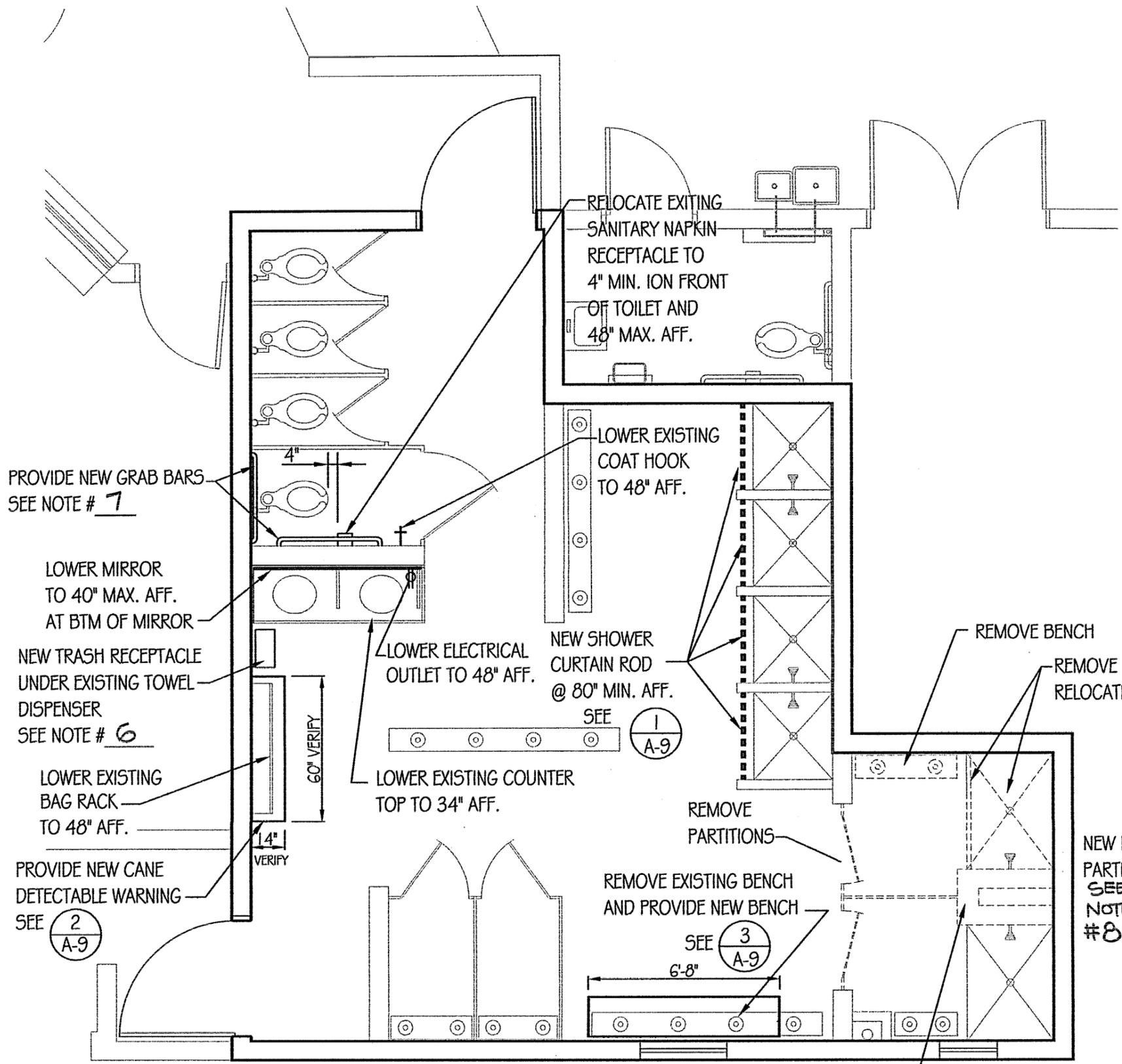
FLOOR PLAN

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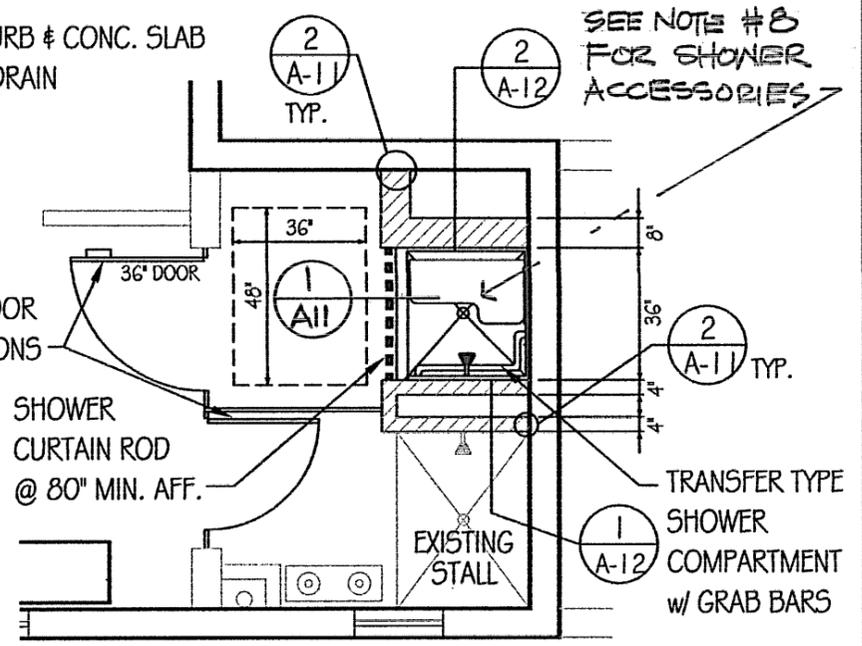
MEN'S DRESSING & SHOWER ROOM
 SCALE: 1/4" = 1'-0"





WOMEN'S DRESSING & SHOWER ROOM

SCALE: 1/4" = 1'-0"



NEW WOMEN'S ACCESSIBLE SHOWER

SCALE: 1/4" = 1'-0"

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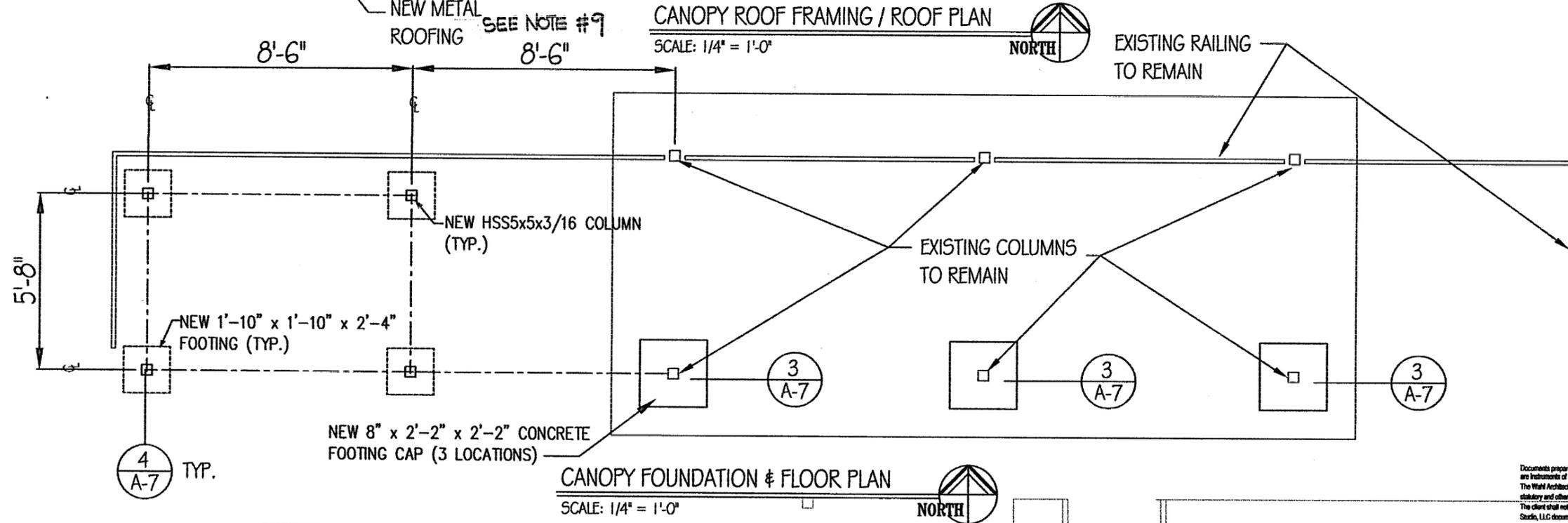
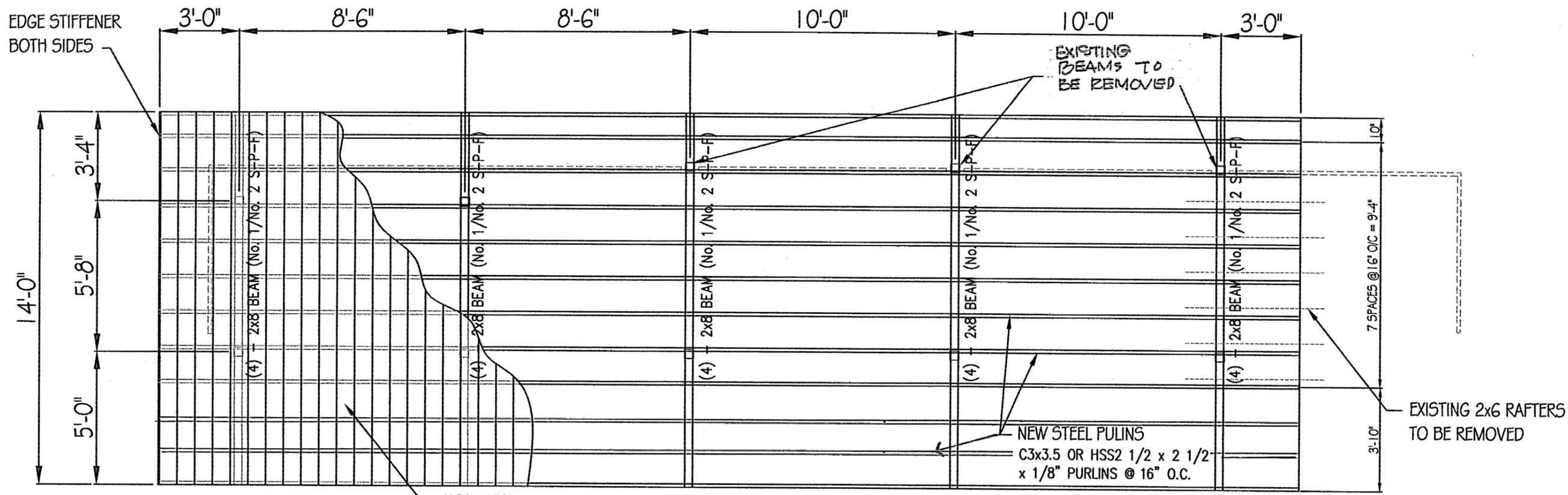
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 Phone (765) 429-5680

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 MUNICIPAL POOL HOUSE REMODEL
 1200 NORTH SALISBURY
 WEST LAFAYETTE, INDIANA

DATE: 8-22-12
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 CHECKED BY: GKW
 JOB NO. 1214

A-5

FLOOR PLAN



CANOPY FOUNDATION & FLOOR PLAN
SCALE: 1/4" = 1'-0"

CANOPY ROOF FRAMING / ROOF PLAN
SCALE: 1/4" = 1'-0"

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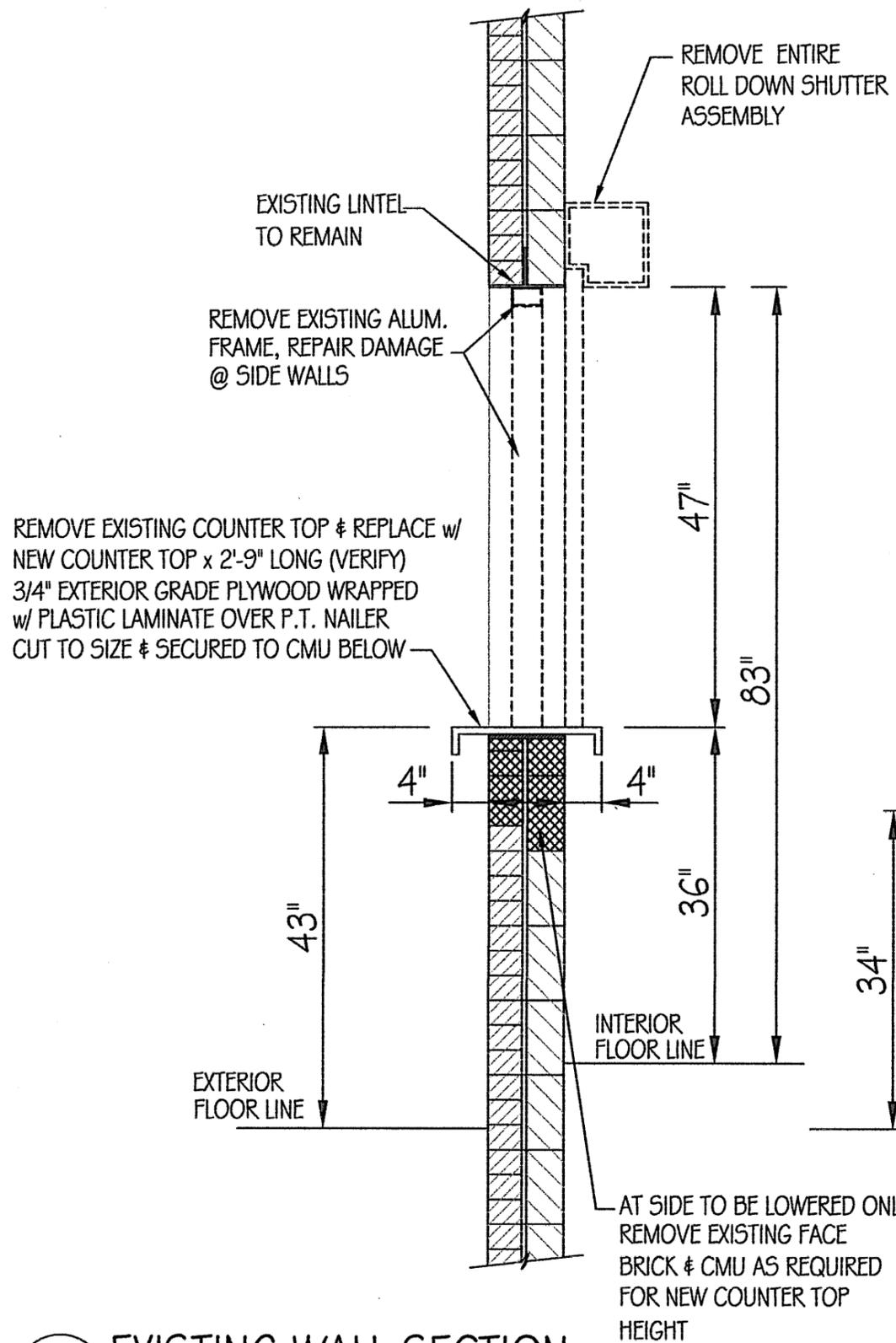
CITY OF WEST LAFAYETTE
MUNICIPAL POOL HOUSE REMODEL
1200 NORTH SALISBURY
WEST LAFAYETTE, INDIANA

DATE: 8-9-12
DRAWN BY: DSB
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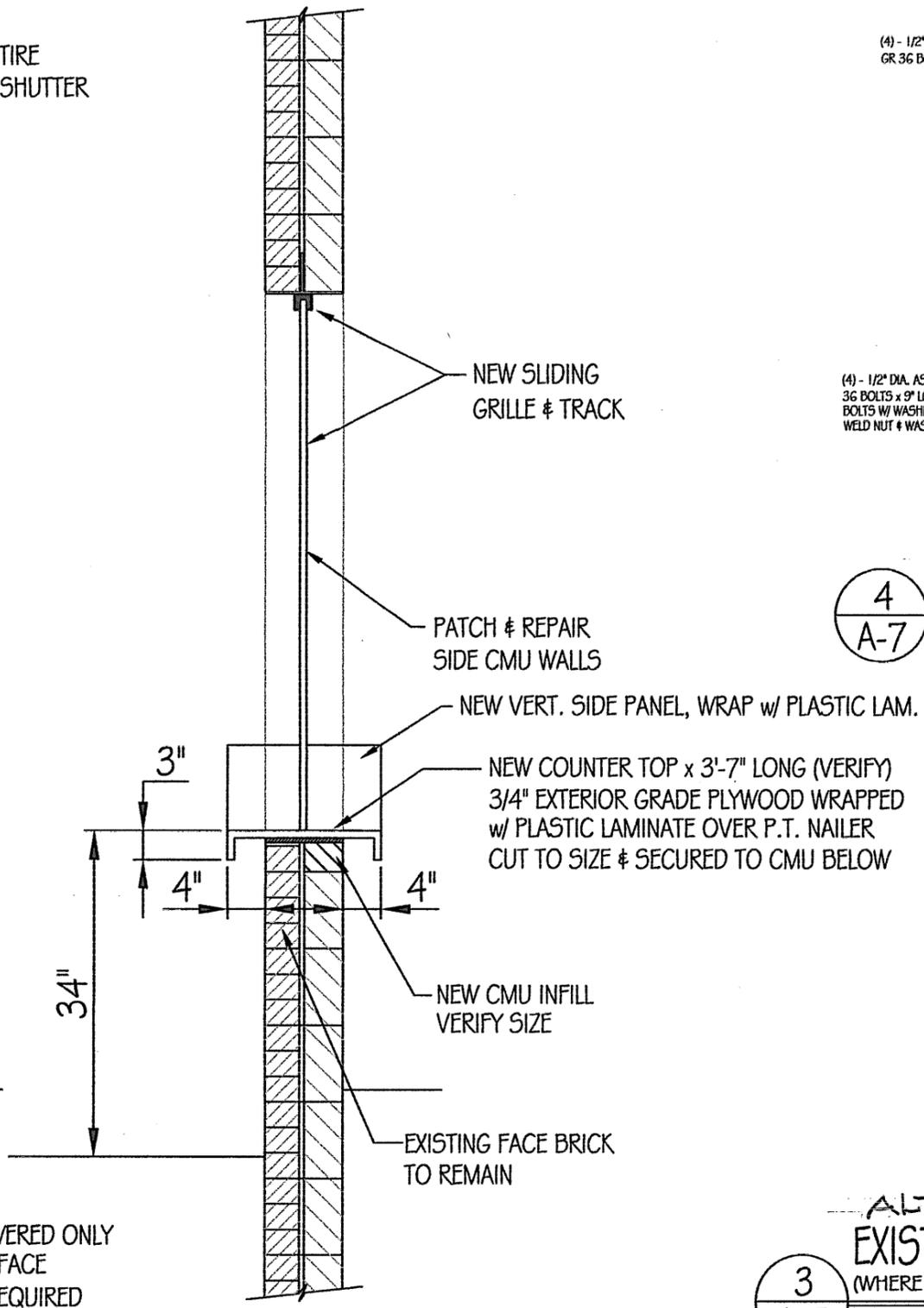
A-6

ALTERNATE #1
CANOPY FOUNDATION & FLOOR PLAN

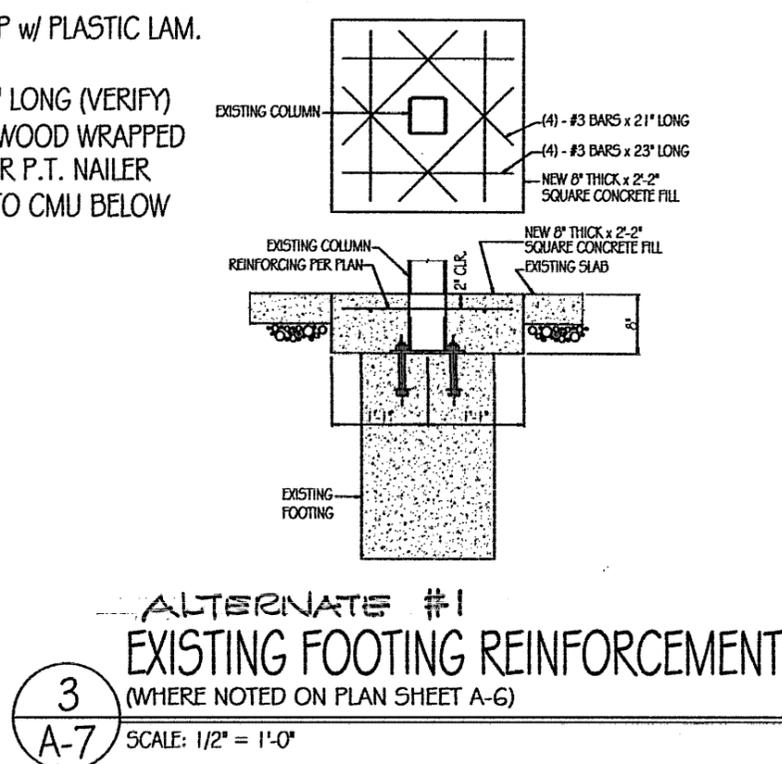
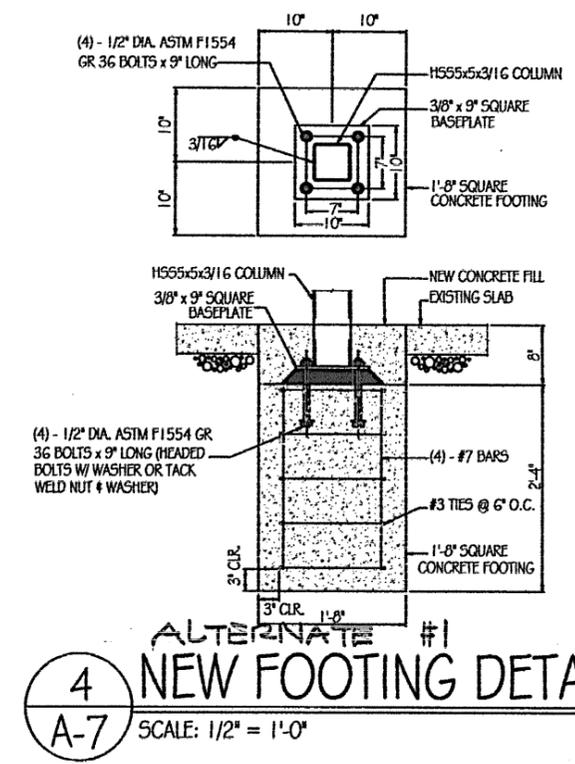
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1 EXISTING WALL SECTION
A-7 SCALE: 3/4" = 1'-0"



2 NEW WALL SECTION
A-7 SCALE: 3/4" = 1'-0"



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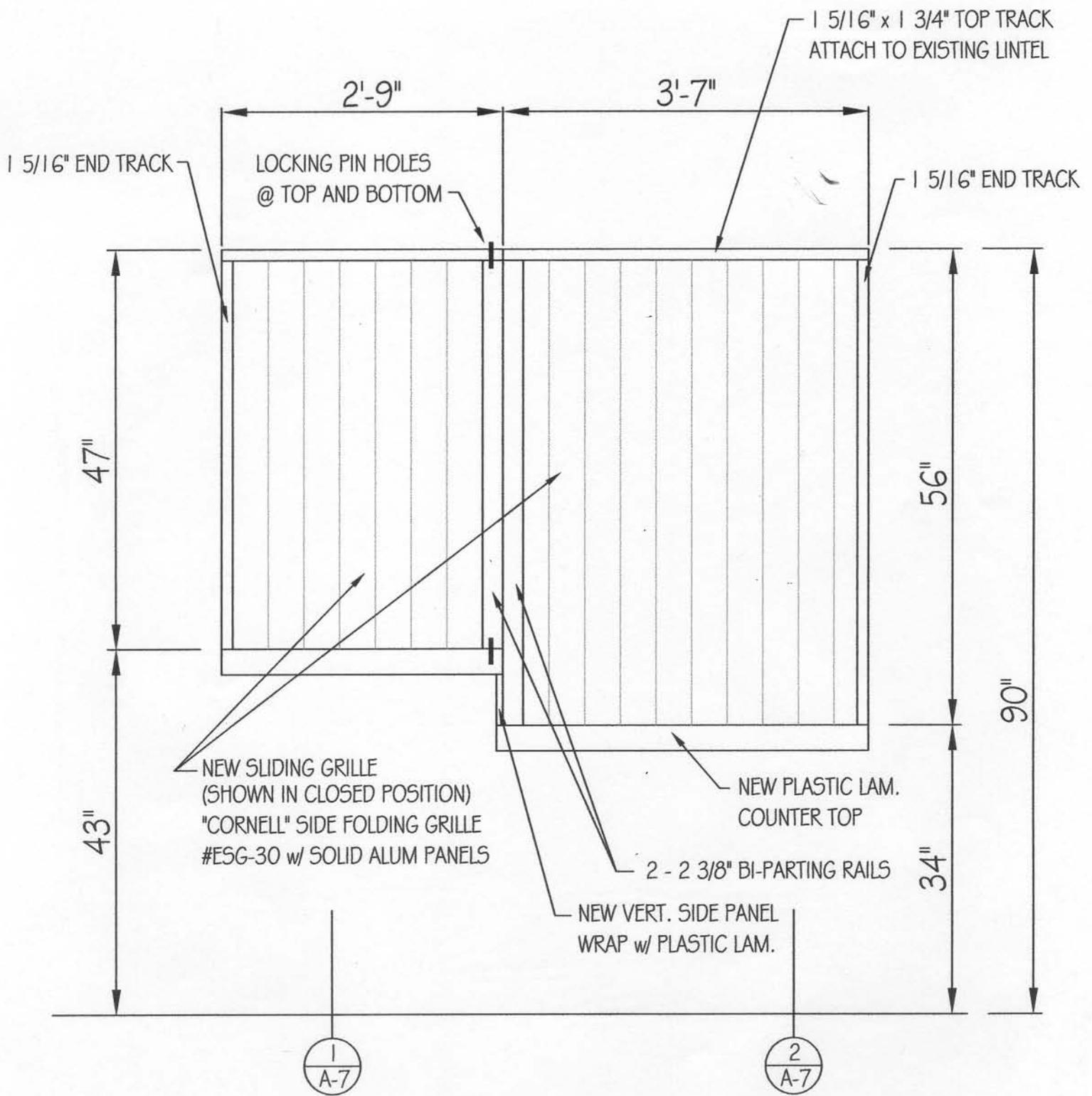
211 Alabama Street
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Phone (765) 425-5880

CITY OF WEST LAFAYETTE
MUNICIPAL POOL HOUSE REMODEL
1200 NORTH SALISBURY
WEST LAFAYETTE, INDIANA

DATE: 8-22-12
DRAWN BY: DSB
CHECKED BY: GWK
JOB NO. 1214

A-7

DETAILS



LOOKING FROM EXTERIOR

1
A-8

OPENING ELEVATION

SCALE: 3/4" = 1'-0"

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OPENING ELEVATION

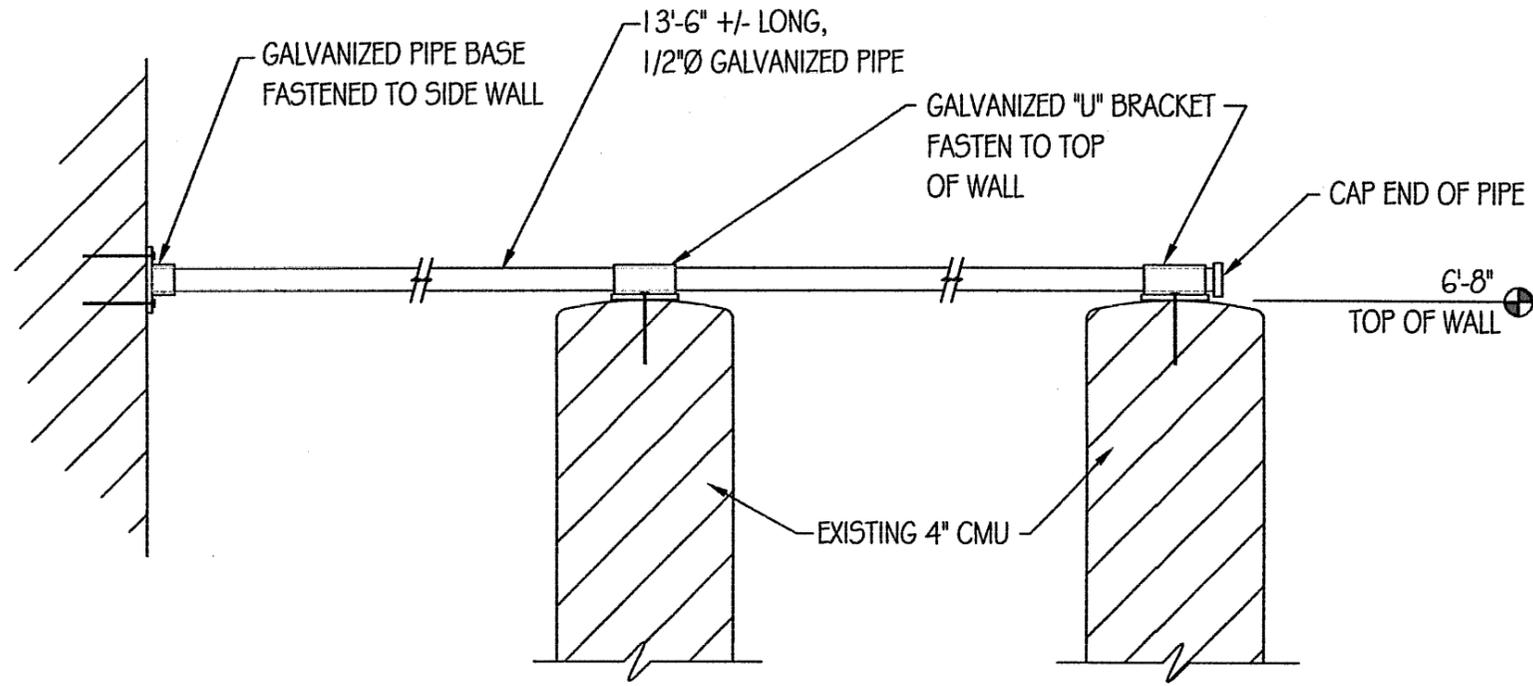
REV	BY	DATE	DESCRIPTION

**CITY OF WEST LAFAYETTE
MUNICIPAL POOL HOUSE REMODEL
1200 NORTH SALISBURY
WEST LAFAYETTE, INDIANA**

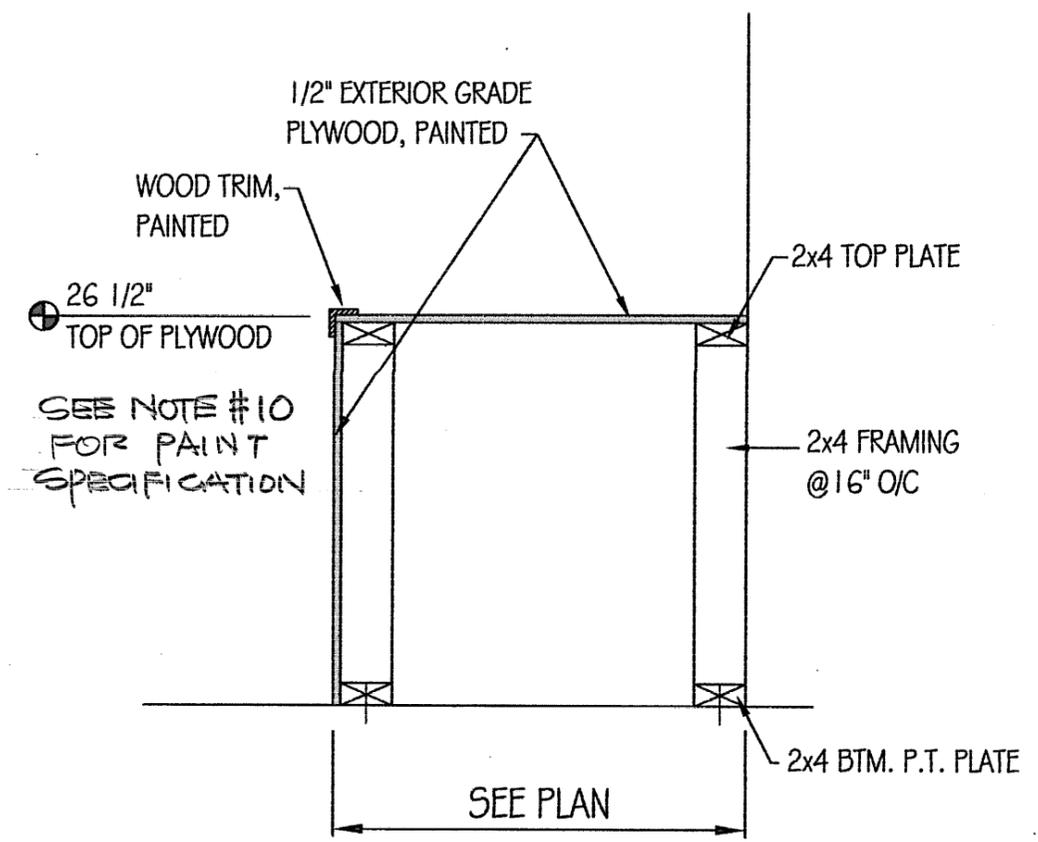
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211 Alabama Street
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Phone (765) 429-5880

DATE:
8-22-12
DRAWN BY:
DDB
CHECKED BY:
CKW
JOB NO.
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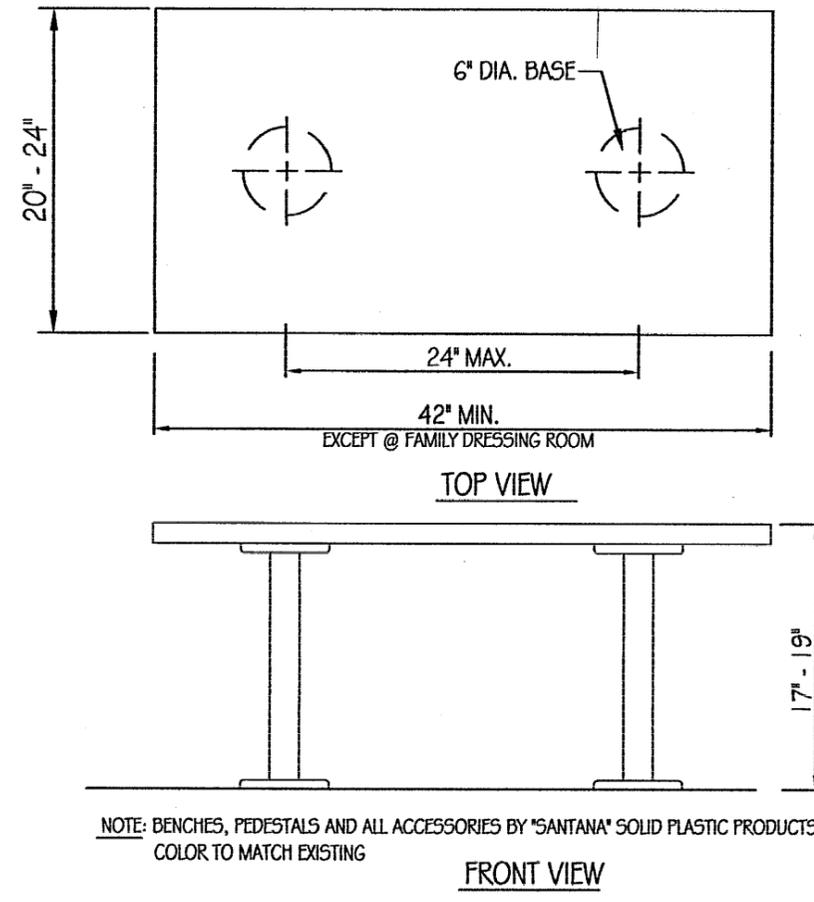
A-8



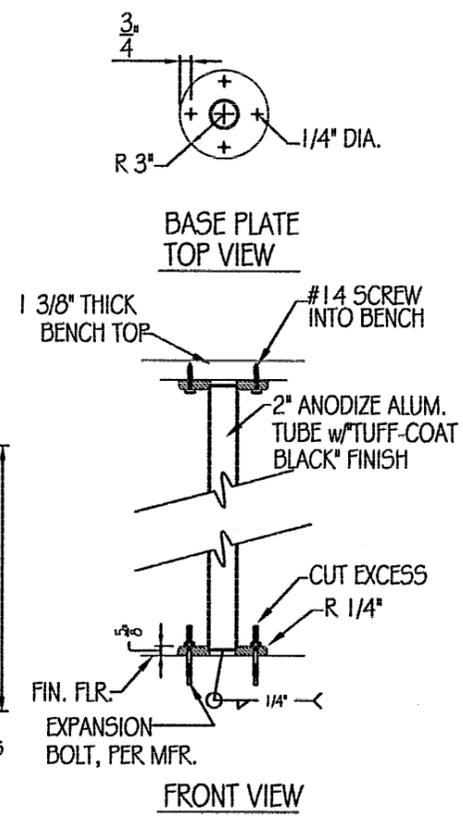
1 SHOWER CURTAIN ROD DETAIL
 A-9 SCALE: 3" = 1'-0"



2 CANE DETECTABLE WARNING DETAIL
 A-9 SCALE: 1" = 1'-0"



3 LOCKER ROOM BENCH DETAIL
 A-9 SCALE: 1" = 1'-0"



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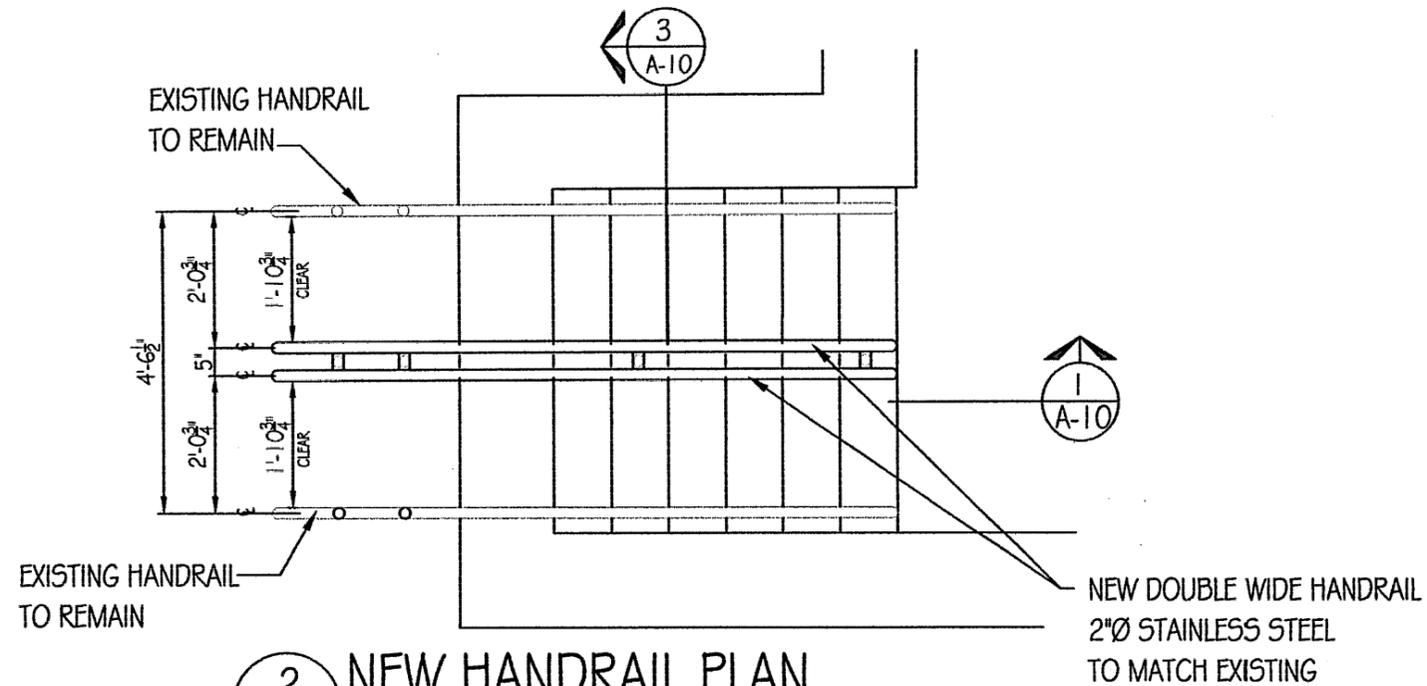
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 211 Alabama Street
 Lafayette, IN 47901
 Phone (765) 429-5880

CITY OF WEST LAFAYETTE
MUNICIPAL POOL HOUSE REMODEL
 1200 NORTH SALISBURY
 WEST LAFAYETTE, INDIANA

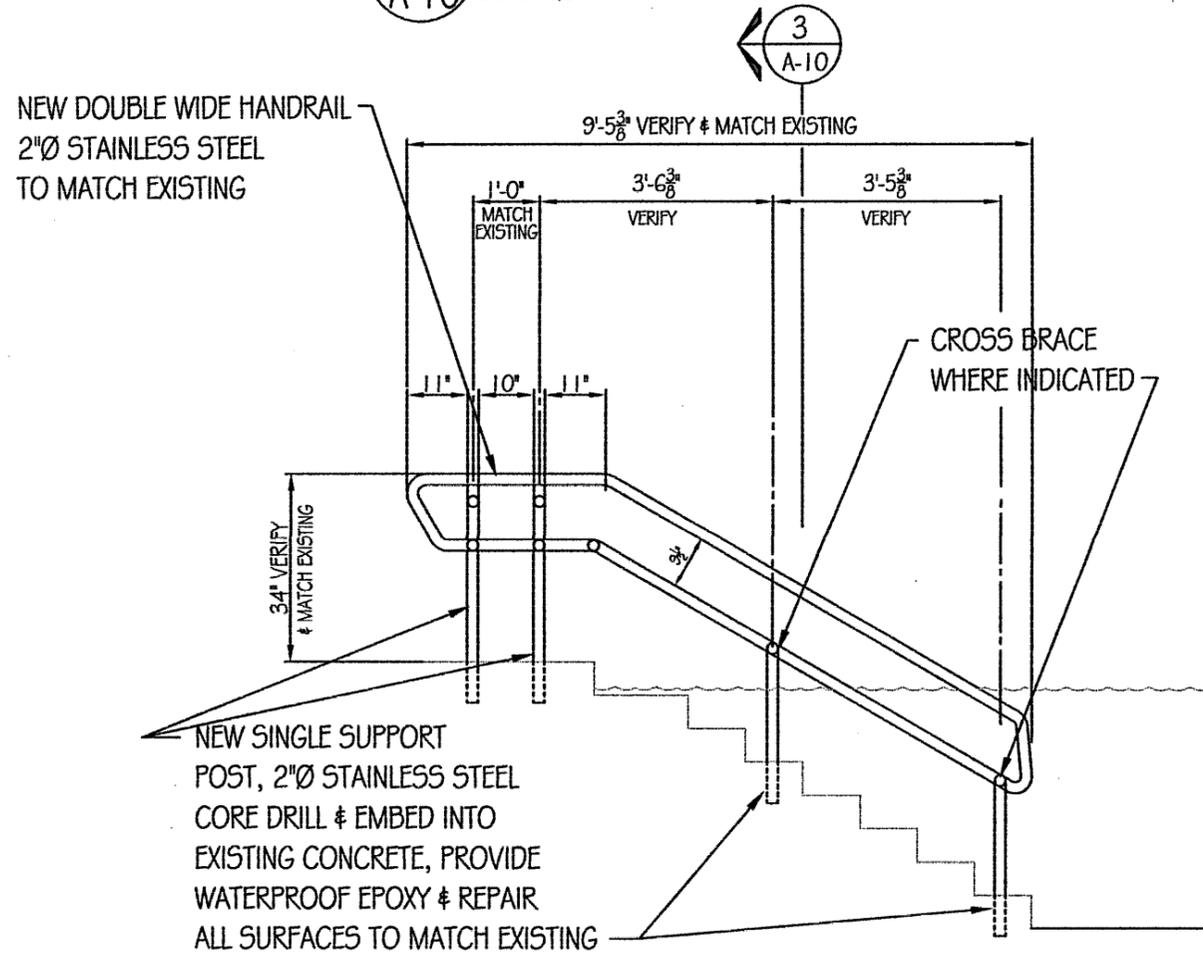
DATE: 8-22-12
 DRAWN BY: DSB
 CHECKED BY: GKW
 JOB NO. 1214

A-9

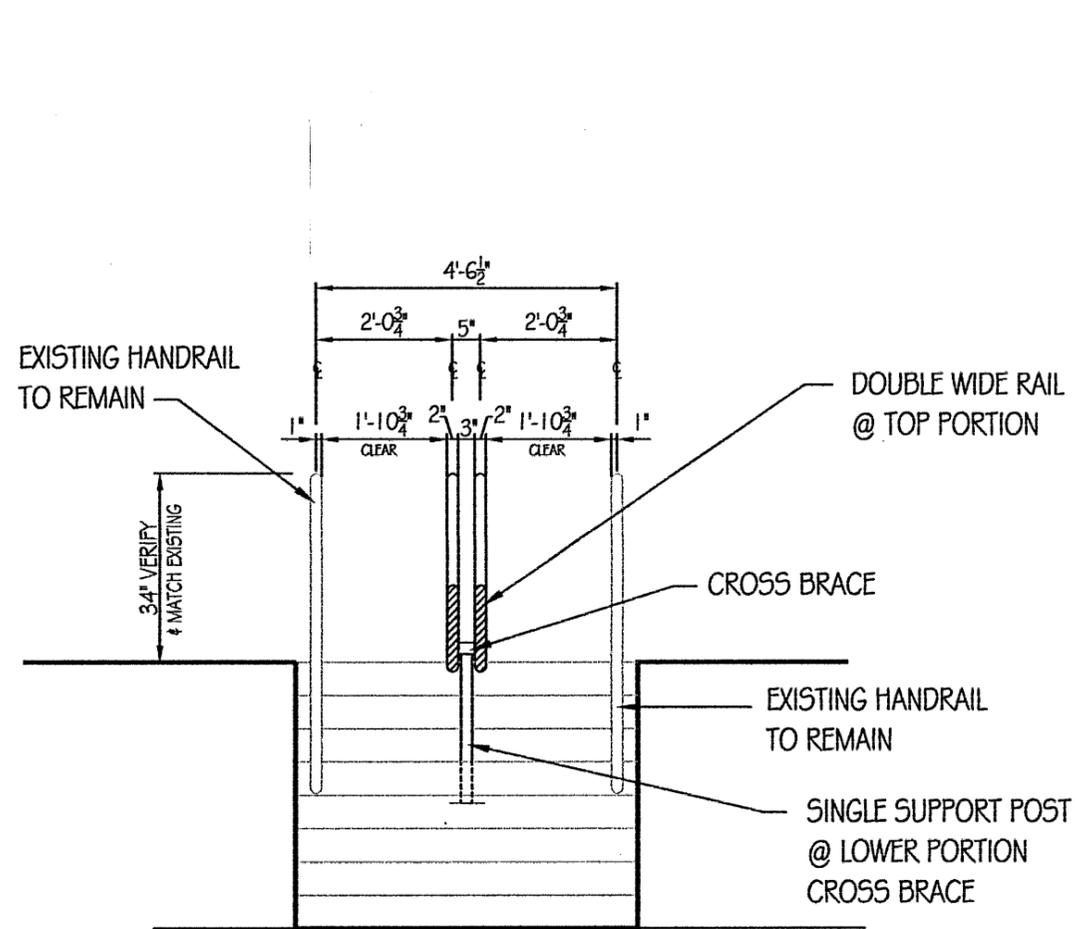
DETAILS



2 NEW HANDRAIL PLAN
 A-10 SCALE: 3/8" = 1'-0"



1 NEW HANDRAIL ELEVATION
 A-10 SCALE: 3/8" = 1'-0"



3 NEW HANDRAIL SECTION
 A-10 SCALE: 3/8" = 1'-0"

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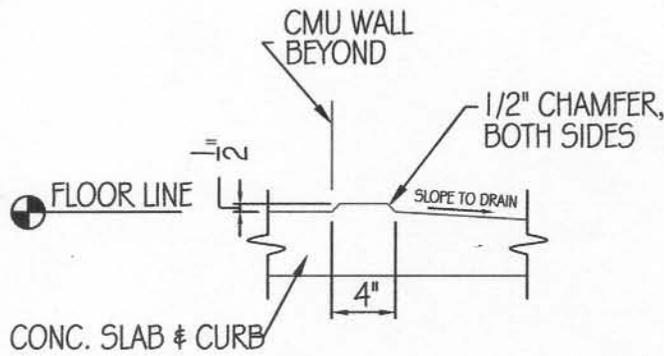
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 Phone (765) 425-5860

CITY OF WEST LAFAYETTE
 MUNICIPAL POOL HOUSE REMODEL
 1200 NORTH SALISBURY
 WEST LAFAYETTE, INDIANA

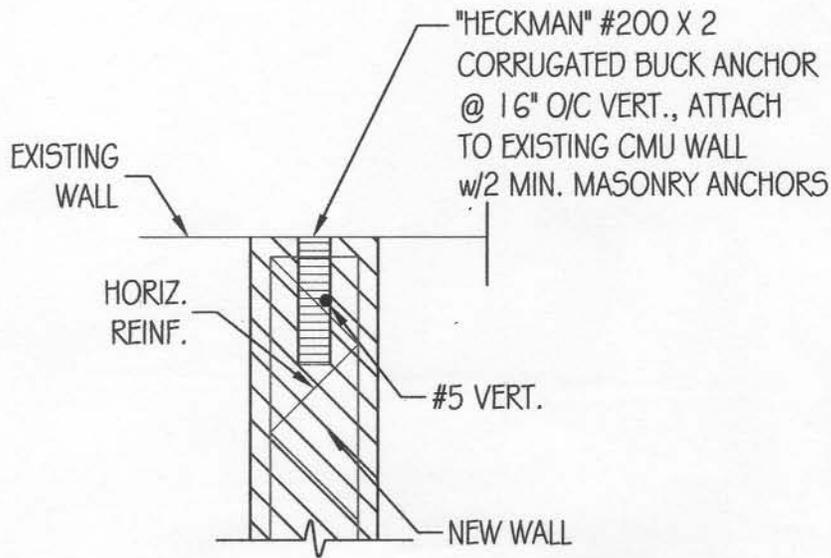
DATE: 8-22-12
 DRAWN BY: DSB
 CHECKED BY: CKW
 JOB NO. 1214

NEW HANDRAIL

A-10



1 CURB DETAIL
 A-11 SCALE: 1" = 1'-0"



2 WALL DETAIL
 A-11 SCALE: 1" = 1'-0"

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DETAILS

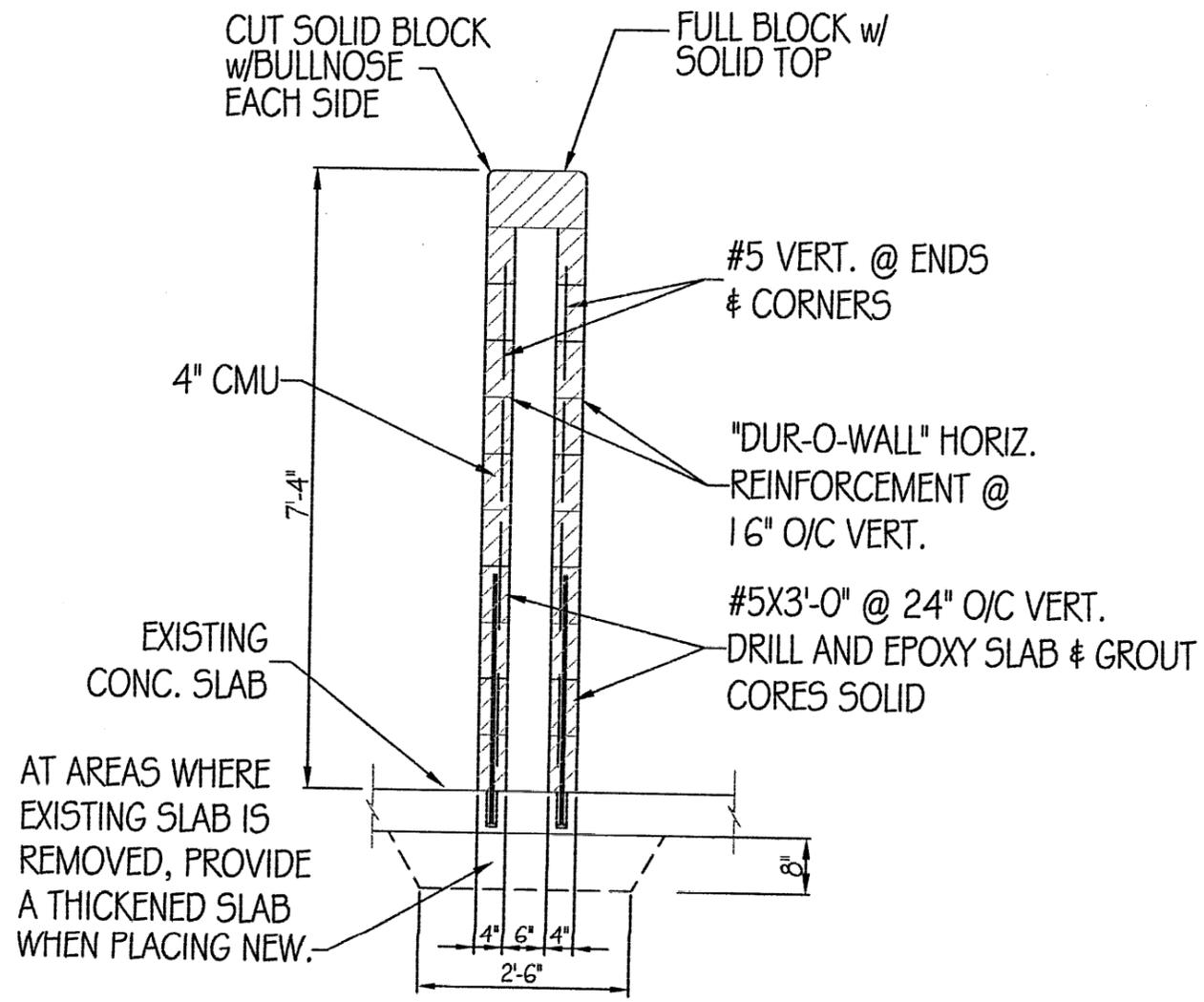
REV	BY	DATE	DESCRIPTION

CITY OF WEST LAFAYETTE
 MUNICIPAL POOL HOUSE REMODEL
 1200 NORTH SALISBURY
 WEST LAFAYETTE, INDIANA

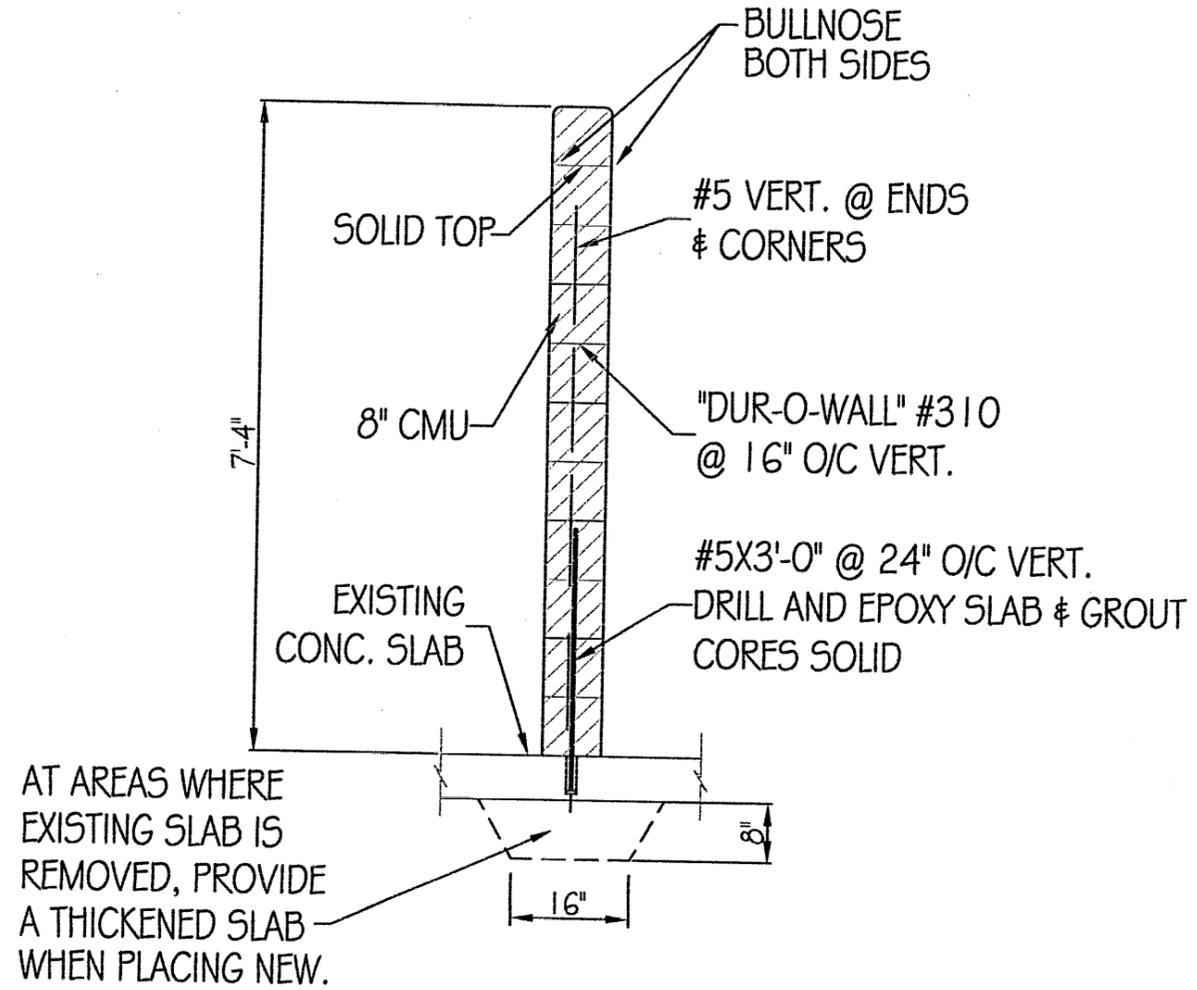
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 ARCHITECTURE - PLANNING - DESIGN
 211 Alabama Street
 Lafayette, IN 47901
 Phone (765) 429-5880

DATE: 8-22-12
 DRAWN BY: DSB
 CHECKED BY: CSW
 JOB NO: 1214

A-11



1 WALL DETAIL
A-12 SCALE: 1/2" = 1'-0"



2 WALL DETAIL
A-12 SCALE: 1/2" = 1'-0"

REV	BY	DATE	DESCRIPTION

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ARCHITECTS • PLANNERS • DESIGNERS
211 Alabama Street
Lafayette, IN 47901
Phone (765) 429-6880

CITY OF WEST LAFAYETTE
MUNICIPAL POOL HOUSE REMODEL
1200 NORTH SALLISBURY
WEST LAFAYETTE, INDIANA

DATE: 8-22-12
DRAWN BY: DSB
CHECKED BY: GKW
JOB NO. 1214

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WALL DETAILS

A-12

EXHIBIT C

FEDERAL FORMS AND REQUIREMENTS

**2012 CDBG ADA Upgrades for the City of West Lafayette Municipal Pool House
Remodel**

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 classes¹. 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

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

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?

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) $\times 100$ (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 to 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 & DISCIPLINARY COMPENSATION
 PROMOTIONS ACTIONS

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

Occupation	Number in Company	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	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: **2011 CDBG Sidewalk Replacement Project**

Project Number: **11-002EC**

West Lafayette, Tippecanoe County, Indiana

Construction Dates:

Start: **May 1, 2011**

Finish: **July 31, 2011**

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

CITY OF WEST LAFAYETTE
EMPLOYMENT ELIGIBILITY VERIFICATION

STATE OF INDIANA)
) SS:
_____ COUNTY)

The Contractor affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

The Contractor shall require his/her/its subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The City may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

Dated this _____ day of _____, 20__

Contractor/Bidder (Firm)

Signature of Contractor/Bidder or Its Agent

Printed Name and Title

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

My Commission Expires _____

Notary Public

County of Residence _____

Applicability

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

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

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

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

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where

appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

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

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part

of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll

period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

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

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

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

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

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the

journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

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

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

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

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subpara-

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

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

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

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

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

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

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