



## DEPARTMENT METROPOLITAN DEVELOPMENT COMMUNITY DEVELOPMENT

LLOYD WINNECKE  
MAYOR

ONE N.W. MARTIN LUTHER KING, JR. BLVD.  
306 CIVIC CENTER COMPLEX · EVANSVILLE, IN 47708  
(812) 436-7823 · TDD: (812) 436-4928 · FAX: (812) 436-7809

KELLEY COURES  
EXECUTIVE DIRECTOR

### REQUEST FOR QUOTES

#### A. PROJECT ADDRESS:

The Department of Metropolitan Development (DMD), for the City of Evansville Indiana is requesting a Quote for rehabilitating for the Project located at **(118 Vine Street Y.W.C.A.)**, Evansville Indiana.

#### B. PROPOSAL SUBMISSION PROCESS, DUE DATE, AND REQUIRED:

ALL QUOTES MUST BE RECEIVED ON OR BEFORE THE TIME AND DATE INDICATED. The responsibility for submitting quotes to DMD is solely that of the Bidder. Neither the Owner nor DMD will be responsible for delays in mail delivery or delays caused by any other occurrence.

- The Davis-Bacon Act requires the payment of prevailing wage rates which are determined by the U.S. Department of Labor. The Related Act is often referred to as the Davis-Bacon Act or (DBRA) comply with the labor Standards and Pay Roll Reporting Requirements for Federally Funded Projects.
- Contractor shall submit with their quote a list of Sub-Contractors to be utilized on this project.
- The Bidder(s) shall submit their quotes on attached PROPOSAL FORM and will include a Non- Collusion Affidavit for themselves and any subcontractors. Failure to comply with this or any other paragraph of the Request for Quotes shall be sufficient reason for invalidation of the quotes.
- Contractors shall submit an original and one (1) additional copy of their quote.
- Contractors are required to provide all requested information. Quote submittals should be submitted in a sealed envelope showing the bidder's name, business address, bid title and address of project on the front of the envelope. If e-mailed, the bidder must provide a cover page with the bidder's name, business address, bid title and address of project. Only information provided will be considered. Failure to follow this instruction or any other instruction contained in this Request for Quotes may result in the rejection of your quote.
- Quote modifications are not allowed. Complete withdrawal of quote is acceptable, if done before scheduled opening.
- Quotes may be rejected if they show any omissions, alterations of forma, additions not called for, conditional bid, or any exceptions or irregularities of any kind.
- Must attend a mandatory pre-quote meeting at the above address. This is not negotiable, and lack of attendance will result in rejection of quote.
- Late and Incomplete bids will not be accepted.

#### C. RIGHT OF REJECTION

The Owner and DMD reserve the right to reject any or all quotes, or any part of any quote, and to waive any quote with no penalty. Furthermore, DMD reserves the right to hold the bid of the three (3) lowest quotes for a period of ninety (90) calendar days from and after the time of the opening. The contract shall be awarded to the most responsible contactor who best meets the criteria in the opinion of the DMD.

#### SPECIFICATIONS AND QUOTES TO:

Department Metropolitan Development  
1 N. W. Martin Luther King Jr. Blvd. Room 306  
Evansville, IN 47708-1869  
Att: Jim Sands  
[jsands@evansville.in.gov](mailto:jsands@evansville.in.gov)

#### DAVIS-BACON INFORMATION TO:

Department Metropolitan Development  
1 N. W. Martin Luther King Jr. Blvd. Room 306  
Evansville, IN 47708-1869  
Att:Carolynn Pajoum  
[cpajoum@evansville.in.gov](mailto:cpajoum@evansville.in.gov)

**Please place the address of the property on the front right hand bottom of envelope if mailed or hand delivered.**

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**PRE-QUOTE MEETING AT PROPERTY LOCATION:**

**118 VINE STREET YWCA BASEMENT**

Date	Thursday	June	19	2018	@	3:15	pm
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Contact Person	Cheryl Martin	Phone	812	422	1191
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All Quotes are Due By	Thursday	July	3	2018	By	1:00	pm
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**QUOTES BY E-MAIL WILL BE ACCEPTED WITH THE FOLLOWING:**

Name of Company/Contractor:


Name of Contact:

Title of Contact:

Address of Company/Contractor:

Include the Address of the Project:

E-mail the Quotes to: [jsands@evansville.in.gov](mailto:jsands@evansville.in.gov)



Jim Sands  
Department Metropolitan Development  
Property Inspector for Community Development  
1 N. W. Martin Luther King Jr. Blvd. Rm 306  
Evansville IN, 47708-1869  
Phone (812) 436-7823  
[jsands@evansville.in.gov](mailto:jsands@evansville.in.gov)  
INDH # 0317111  
EPA # R-R-8856-15-11955





DEPARTMENT OF METROPOLITAN DEVELOPMENT  
COMMUNITY DEVELOPMENT

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**CDBG**  
**BUILDING REPAIRS**  
**B-14-MC-18-0002**

Property Location		118 Vine Street			Date	June 08, 2018		
Name	Y.W.C.A. of Evansville			Address	118 Vine Street			
City	Evansville		State	Indiana	Zip	47708	Year Constructed	1910
Contact Person	Cheryl Martin			Phone	812-422-1191	Cell	N/A	
Prepared By	Jim Sands			Phone	812-436-7823			

**LEAD-BASED PAINT SAFE WORK PRACTICES WILL BE IN PLACE.**

Furnish all materials and labor necessary to complete the projects that you will be bidding. All work is conforming to the current building codes. The repairs must be completed by Properly Licensed Contractors (ie. General, Electrical, Plumbing, Heating and Air). Proper permits must be obtained and the work must be inspected by the Building Commission Office and proper documentation (Green Tag).

When the work is completed, all invoices shall be submitted with a COPY OF ALL PROPER BUILDING PERMITS AND INSPECTION TAGS, Clearance documentation to Cheryl Martin with the YWCA of Evansville to the address above; for approval and Processing. No invoices will be processed without the Cleaning Verification Documentation

The Department of Metropolitan Development (DMD) will also make inspections of the project and will submit a Final Inspection Certificate (FIC). The (FIC) from (DMD) will not replace the certificate of Inspection from the Building Commission Office.

The General Contractor must also process the EPA Certified Renovator and Firm Certification for Lead Safe work practices for properties pre. 1978 Child Occupied facility containing lead. (see attachment for renovation Notice and recordkeeping and reporting form). Clearance through the (EPA) Cleaning Verification Procedure pre (EPA) guidelines. If the clearance is not meet the first time, the contractor will be responsible for the cost of the re cleaning until Clearance has been achieved. (see attachment for the Cleaning Verification Procedure)

Any damage to the property or loss of materials must be repaired or replaced by the contractor when the work is completed. The dollar amount per line item shall include material and labor for that line item.

Any change in the work to be performed or materials used must be in writing and signed in a Change Order by all Parties.

**1. Lead-Based Paint Safe Work Practices Will be in Place and Followed.**

Proper containment shall be in place and proper protection and class room shall be enforced. There is a high concentrate of LEAD in the tiles behind and around the sink and on the wall. Proper containment and remediation of the tiles on the column to the right of the sink.

Remove the existing sink, remove the grid and ceiling tiles with care back away from the new wall being constructed. No Lead or asbestos containing materials have been found in the ceiling tiles in work area.

See Exhibit (A) the Lead Remediation.

\$

2. Install new 2 x 4 steel framing along the masonry wall to the south between the two columns and north of the column to the exterior door. Assure there is a ½-inch space between the new framing and the masonry wall. Place a foam barrier between the bottom plate and the concrete floor and attach the top of the new framing to the masonry wall. End the new wall 12-inches to the east of the service panel. Assure the new wall that is constructed is properly secure to the floor and to the masonry wall. Provide all necessary material to construct and secure the new wall.

\$

3. Reinstall the ceiling grid with care to the new wall. Assure the grid is properly secured to the wall. Reinstall the ceiling tiles, if new tiles are needed, the new ceiling tiles shall match the existing as close as possible. Provide all necessary material to reinstall the grid and ceiling tiles. Provide all necessary material to complete this work.

\$

4. Install new Mold, Moisture Resistance (MMR) drywall boards onto the new wall that was constructed. Mud and tape all joints and intersections. Apply minimum 3 coats of mud onto the joints and intersections and sand between each coat of mud and feather each coat of mud. Assure the mudding is smooth upon completion.

\$

5. Install 1-coat of primer onto the new wall and columns. Install 2-coats finish color. The paint shall be Semi-gloss paint. Owner to select color.

\$

6. Install the new cabinets that the (YWCA) would like to installed. See Exhibit (B) drawings for a full overlay with Thermofoil flush panel door style, include some lift-up doors and smoke colored glass. Provide all cabinets and hardware including all necessary material to properly install and level the new cabinets. (The layout may is subject to change.)

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7. Install drawing for the new Laminate counter top as noted for the new counter top. See Exhibit (B).

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8. Install new ceramic tiles for the backsplash above the new counter to the cabinets and around the columns.

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9. Stub out the existing water and drain lines through the new wall. Install new full port single handle shutoffs on the main water supplies in the ceiling. The access to the ceiling is in the Women's locker room. Connect the new water lines for the new hot and cold water lines supplies going to the new sink faucet and under the counter ice maker. Install under the counter shutoffs for the sink and ice maker. Install new drains for the new sinks and for the new ice maker. Provide new drain pump for the ice maker. Provide all necessary material to complete this work and to assure no leaks upon completion.

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10. Relocate the existing electrical junction boxes protruding through the wall and relocate new junction boxes above the drop ceiling

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11. Install new receptacles to code above the new counter top. Install new dedicated circuits for the refrigerator, microwave and under counter ice maker. See Exhibit (B) for the locations of the appliances. Verify with Cheryl Martin for the final locations of the appliances. The locations of the appliances has changed.

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**\*NOTE\***

The YWCA already has the appliances on sight. (Refrigerator, Ice Maker, drain pump for the ice maker, Microwave and sink, faucet and strainer. See Cheryl Martin for the appliances are being stored.

\$

**\*Davis Bacon\***

For the CDBG construction contracts that exceed \$2000 and are financed in whole or part must be paid prevailing wages in accordance with the Davis-Bacon Act. All Contractor quoting on this project must comply with the regulations of the Department of Labor, under 29 CFR parts 1, 3, 5 and 7 as they pertain to the payment wages and ratios of apprentices and trainees to Journey workers. The Contractor quoting on this project must submit a quote with the understanding that Davis Bacon Prevailing wage applies and will adhere to the rates attached in (Exhibit C) for labor performed under this project.

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## Contractor's Statement:

### The Bidder Certifies The Following

The Bidder has Examined the site of the work and has Examined the Specifications for the work before Preparing this quote.

Your quote shall be good for 90 days from the due date.

### Subcontractors List:

Owner's Name	Business Name	Type of Work

List additional subcontractors on separate page.

## Specifications Reviewed and Bid By:

		\$	
Date			Total

Company Name	Phone

Contractor Signature	Print Name

Address, City, State, Zip.

Project Start Date

### Office Use Only

Property Owner(s) Signature for Winning quote ONLY

Property Owner(s) Signature for Winning quote ONLY

Property Address

Witness by

## NON-COLLUSION STATEMENT

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

(SEAL)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS \_\_\_\_\_ DAY

OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

## **E-VERIFY**

Pursuant to I.C. 22-5-1.7-11, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program ("Program"). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists. Also, pursuant to I.C. 22-5-1.7-11, Contractor must execute an affidavit affirming that the Contractor does not knowingly employ an unauthorized alien and confirming Contractor's enrollment in the Program, unless the Program no longer exists, which Affidavit shall be filed with the City prior to the execution of this contract.

### **E-VERIFY AFFIDAVIT**

The undersigned \_\_\_\_\_ (), \_\_\_\_\_ (Owner)  
at \_\_\_\_\_ (), being duly sworn upon his/her oath,  
does hereby state that \_\_\_\_\_ Corporation, pursuant to I.C. 22-5-1.7-  
11, does not knowingly employ unauthorized aliens and participates in the E-Verify Program  
(the "Program") when it hires new employees to confirm their work eligibility and further  
acknowledges that it is not required to verify the work eligibility status of all newly hired  
employees through the Program if the Program no longer exists.

**I swear or affirm, under the penalties for perjury, that the foregoing statements are true.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date:



## INDIANA LEGAL EMPLOYMENT DECLARATION

The State of Indiana has enacted a law (I.C. 22-5-1.7) requiring all state agencies and political subdivisions request verification from their contractors that their employees are legally eligible to work in the United States. This Declaration serves as notice that all Contractors doing business with the City of Evansville must, as a term of their contract:

1. Enroll in and verify the work eligibility status of newly hired employees of the contractor through the E-Verify programs (but is not required to do this if the E-Verify program no longer exists); and
2. Verify, by signature below, that the Contractor does not knowingly employ unauthorized aliens.

I, \_\_\_\_\_, a duly authorized agent of \_\_\_\_\_ (name of Company), declare under penalties of perjury that \_\_\_\_\_ (name of Company) does not employ unauthorized aliens to the best of its knowledge and belief.

\_\_\_\_\_  
(Name of Company)

By: \_\_\_\_\_  
(Authorized Representative of Company)

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

\_\_\_\_\_  
Notary Public – Signature

\_\_\_\_\_  
Notary Public – Printed Name

**PLEASE SEE <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES> FOR INSTRUCTIONS AND ELECTRONIC REGISTRATION FOR E-VERIFY.**

## DRUG-FREE WORKPLACE POLICY

The Drug-Free Workplace Act, signed into law on November 18, 1988, requires employers who contract or receive grants from federal agencies to meet certain requirements for providing a "drug-free workplace." The use or being under the influence of alcohol and/or illicit drugs diminishes productivity, increases absenteeism, and endangers the health, safety and welfare of employees and/or clients. All Contractors and Sub-Contractors working on this project must comply with the following provisions of the Drug-Free Workplace Policy of this agency:

1. The possession, use, sale, purchase, transfer, manufacture, distribution and/or storage of alcohol or illicit drugs on any Name of Subrecipient premises are strictly prohibited. Any contractor, subcontractor, or their employees, interns, or enrollee in a federally funded program found to be under the influence of alcohol or illicit drugs during working hours or while on Name of Subrecipient premises may be subject to disciplinary action.
2. Any violation of this Drug-Free Workplace Policy may be cause for:
  - A. Referral to the appropriate counseling, rehab, or professional services.
  - B. Suspension from employment for a period to be determined by the Executive Director and/or Board of Directors.
  - C. Possible Termination of Contract.
3. Any employee, intern, or enrollee in a federally funded program convicted of a drug statute violation arising out of conduct occurring in the workplace must notify the Executive Director or President of Name of Subrecipient within 48 hours after the conviction. Any employee, intern, or enrollee in a federally funded program found to be in violation of this notification requirement may be subject to disciplinary action.

As attested by my signature below, I have read and agree to abide by this Drug-Free Workplace Policy, and I understand the sanctions and/or disciplinary measures if I am convicted of a drug statute violation occurring in the workplace. Furthermore, I agree to notify the Name of Subrecipient Executive Director or President within 48 hours following my conviction resulting from a violation which occurred on Name of Subrecipient premises.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Company Name \_\_\_\_\_

Date \_\_\_\_\_

(EXHIBIT A)

Hazardous Materials:

{LEAD-BASED PAINT}

LEAD-BASED PAINT:

**Lead-Specific Laws, Rules, Regulations & Guidelines:**

The execution of this work shall comply with all applicable federal, state and local laws, rules, regulations and guidelines for lead dust environments. Some of these include: OSHA 29 CFR 1926 - Construction Industry Standards; 29 CFR 1926.62 - Construction Industry Lead Standard, 29 CFR 1910.1200 - Hazard Communication Standard; 40 CFR Part 745 - EPA Regulations; 24 CFR Part 35 - HUD Regulation on Lead-Based Paint Hazards in Federally Owned Housing and Housing Receiving Federal Assistance; and HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing.

**Lead Worker - Protection:**

Persons carrying out lead hazard control activities must comply with all applicable federal, state, local laws and regulations related to safety in the workplace, including the respiratory protection program, found in the OSHA Construction Standard (29 CFR 1926.62).

**Worker Training - Interim Controls:**

All persons carrying out "interim controls" and/or "standard treatments" lead hazard reduction activities must either be supervised by a trained and certified lead abatement supervisor or provide proof of completion of a one day, HUD-approved worker training course in lead hazard awareness, self protection and safe work practices prior to commencement of work.

**Clean to Clearance:**

The Contractor will assume the Cost of the Cleaning and Clearance of the Property. Prior to final acceptance of the lead hazard reduction work and all rehabilitation work, the property shall be visually inspected for any remaining paint chips, dust and debris. The contractor shall re-clean all applicable components and surfaces and pay for all additional clearance dust sampling if any dust sample results exceed the threshold of 40 ug/SF for floors, 250 ug/SF for window sills and 400 ug/SF for window troughs and any other surfaces that may be tested.

**Post Warning Signs:**

Post exterior sign to warn occupants and the public of hazardous lead conditions.

**Set-up Interior Containment:**

Make applicable notifications to state or local agencies, post job site signage and secure lead hazard reduction sites. Pre-clean floors, window sills, window troughs and other areas of dust build-up with HEPA vacuum. Seal all floors with two continuous layers of 6 mil. Polyethylene sheeting 4' beyond door openings with 2-in wide, easy release masking tape.

**Workers Containment Entrance Structure:**

Create a dust tight, 8-ft x 8-ft x 8-ft workers' containment entrance structure containing: a bench, first aid kit, HEPA vacuum, disposable personal cleaning cloths, disposable shoe covers, respirator storage, electrolytic drinks, and a container for contaminated clothing. All access to job shall be through this area.

**Daily Clean-Up:**

At the end of each work shift, as appropriate, wet mist and wrap all large debris in 6 mil. Polyethylene sheeting and remove to the designated storage area. Wet mist small debris and sweep to 6 mil plastic garbage bags, goose neck and tape shut. Mist and fold exterior ground containment polyethylene sheeting prior to storage or disposal. Place in 6 mil plastic garbage bags, goose neck and tape shut.

**Lead Waste Disposal:**

Wet mist and wrap all architectural components in polyethylene sheeting to prevent dust release during transport. Separate Category I lead waste (paint chips, stripping sludge, HEPA debris and water filtrate) and non-hazardous waste. Ensure that all waste, both hazardous and non-hazardous, is managed in accordance with state regulations.

**Non-Hazardous Disposal:**

Dispose of debris, shower or wash water as specified in the HUD Guidelines. Wrap all architectural components in plastic to prevent dust release during transport. Separate hazardous and non-hazardous waste. Ensure that all waste both hazardous and non-hazardous is managed in accordance with state or local regulation.

**Prohibited Worker Activities:**

The following activities are prohibited in any lead hazard reduction work area:

- Eating
- Drinking
- Chewing gum or tobacco
- Smoking
- Applying cosmetics

Post an OSHA compliance notice to workers as follows:

**"WARNING – LEAD WORK AREA – POISON – NO SMOKING OR EATING"**.

**Worker Protective Clothing:**

Each worker shall be provided with disposable hooded and footed overalls during demolition, surface preparation, and paint removal activities. Impervious rubber boots, gloves, face shield, and chemical-resistant overalls must be provided when using dangerous paint stripping chemicals.

**Ground Fault Interrupter (G.F.I.) Required:**

Due to the requirement to work "wet" during lead hazard reduction activities, all electrical circuits and extension cords in use must be protected by GFCI with integral test buttons.

**Worker Respirators:**

All employees engaging in lead hazard reductions activities shall be fit tested and provided with personal respirators and filters as appropriate to task under a respirator program in accordance with 29 CFR 1910.134 and 29 CFR 1926.62.

**Historic Structure:**

This structure must be addressed in strict conformance to the "Guidelines for Rehabilitating Historic Buildings." Lead hazard reduction techniques that damage, replace or enclose historic features are not permitted, unless the appropriate historic preservation office or commission has granted a specific waiver or other approval.

**Secure Site:**

The contractor shall assume responsibility for securing the site against theft, vandalism, fire and other dangers.

**Clean to Clearance:**

After completion of all lead hazard reduction activities, we must, fold and remove all containment polyethylene sheeting. HEPA vacuum all visible surfaces including walls, floors, ceilings and window troughs from the top down. Detergent scrubs all horizontal surfaces in small sections using a 3-bucket system, changing rinse water every 250 SF. Completely rinse with clean water and new equipment. After surfaces are dry, HEPA vacuum all visible surfaces except ceiling.

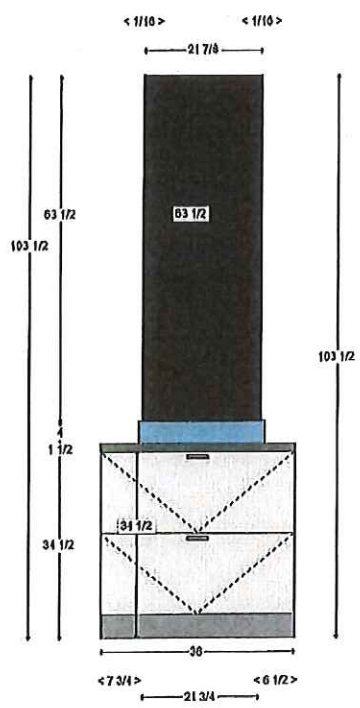
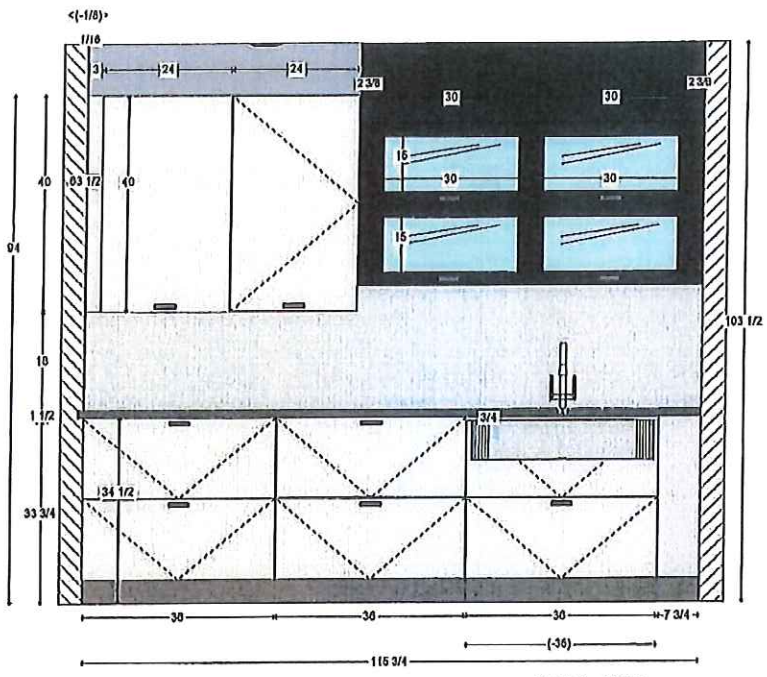


(EXHIBIT B)

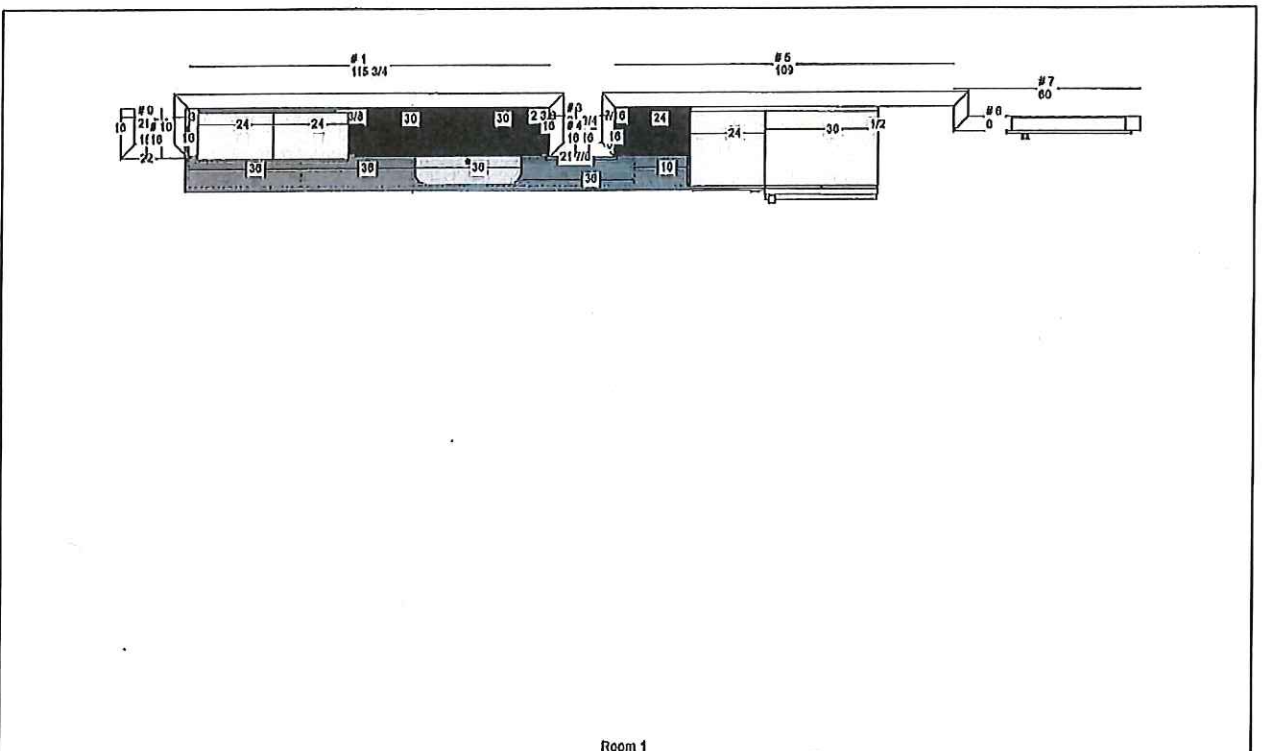
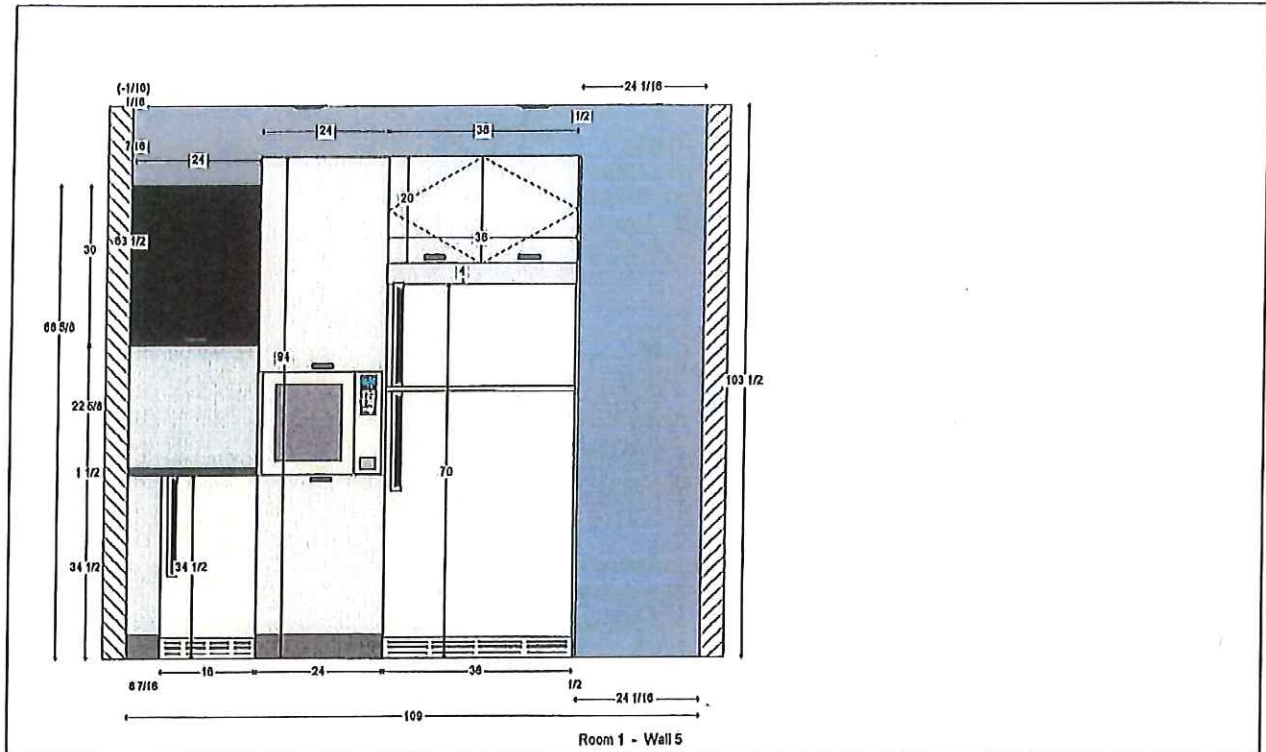
Option 3



Option 3 cont.



Option 3 cont.





4. **Indemnification.** Contractor agrees that, in the prosecution of said Work, the highest degree of skill and care will be exercised; that the Contractor will properly and fully guard and protect all excavations of dangerous places and will use all due proper precautions to prevent injury to persons or property. Contractor shall be responsible for installing and maintaining all necessary barricades and warning devices during the progress of said Work. Contractor agrees to indemnify and hold harmless City, the Board of Public Works and their respective agents, representatives, members, officials and employees from any and all liability whatsoever, growing out of or in any way arising from, any injury or death to any person or damage to any property because of any negligence, omission, act or fault of the Contractor or its subcontractors. The Contractor's duty and obligation to provide a legal defense, indemnify and hold harmless City, the Board of Public Works and their respective agents, representatives, members, officials and employees exists independent of the duty and obligation to provide liability insurance herein and without regard to any denial of coverage by the insurance carrier. Any failure to provide a legal defense, indemnify and hold harmless City, the Board of Public Works and their respective agents, representatives, members, officials and employees within ten (10) days after written notice of said duty tendered to the Contractor and/or any subcontractor shall constitute a default hereunder and shall entitle City, the Board of Public Works and their respective agents, representatives, members, officials and employees to recover all damages, costs, and attorneys' fees related thereto. The indemnification shall not apply to acts of negligence or omission of City, the Board of Public Works and their respective agents, representatives, members, officials and employees.
5. **Final Payment.** It is agreed by and between the parties hereto that the City shall withhold final payment, in an amount equal to ten percent (10%) of the contract price, for a period of forty-five (45) days after acceptance of the Work by the City and that the City may make said final payment thirty days (30) days after the acceptance of the Work upon the presentation of written evidence to the City and the City's approval of the same, that Contractor has paid all laborers, material suppliers and subcontractors furnishing labor and materials on the Work.
6. **Compliance With E-Verify Program.** Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program ("Program"). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists. Contractor shall execute the Affidavit attached hereto as Exhibit A in compliance with this Section.

Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractor subsequently learns is an unauthorized alien. If Contractor violates this Section 6, City shall require Contractor to remedy the violation not later than thirty (30) days after City notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, City shall terminate the contract for breach of contract. If City terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to City for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.

If Contractor employs or contracts with an unauthorized alien but City determines that terminating the contract would be detrimental to the public interest or public property, City may allow the contract to remain in effect until City procures a new Contractor.

## Federal Labor Standards Provisions

## U.S. Department of Housing and Urban Development Office of Labor Relations

### 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 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

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

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

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

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

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

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

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

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

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

#### 4. Apprentices and Trainees.

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

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

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

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

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

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

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

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

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

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

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

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

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

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

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

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

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

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

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

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

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

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

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

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



## (EXHIBIT C)

General Decision Number: IN180003 04/20/2018 IN3

Superseded General Decision Number: IN20170003

State: Indiana

Construction Type: Building

Counties: Clay, Gibson, Greene, Owen, Parke, Posey, Putnam, Sullivan, Vanderburgh, Vermillion, Vigo and Warrick Counties in Indiana.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018
2	01/26/2018
3	02/09/2018
4	03/16/2018
5	04/06/2018
6	04/13/2018
7	04/20/2018

ASBE0018-003 06/01/2017

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

Rates

Fringes

ASBESTOS WORKER/HEAT & FROST  
INSULATOR (includes  
application of all insulating  
materials protective  
coverings, coatings and  
finishes to all types of  
mechanical systems).....\$ 31.24

19.44



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

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ASBE0037-002 04/01/2017

GIBSON, POSEY, SULLIVAN, VANDERBURGH AND WARRICK COUNTIES

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (includes application of all insulating materials protective coverings, coatings an finishes to all types of mechanical systems. Also the application of firestopping material openings and penetrations in walls, floors, ceilings, curtain walls and all lead abatement).....\$ 30.87		18.01

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\* BOIL0374-002 03/01/2018

	Rates	Fringes
BOILERMAKER.....\$ 37.22		27.65

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BRIN0001-001 06/01/2017

EVANSVILLE  
 POSEY, VANDERBURGH and WARRICK COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....\$ 30.00		14.71
Marble, Tile & Terrazzo Finisher.....\$ 19.37		12.12
Marble, Tile & Terrazzo Workers.....\$ 25.81		12.12

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BRIN0004-012 06/01/2016

BLOOMINGTON  
 OWEN COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....\$ 27.63		12.10
TERRAZZO FINISHER.....\$ 19.07		7.07
TERRAZZO WORKER/SETTER.....\$ 29.57		10.96
Tile & Marble Finisher.....\$ 19.96		7.07
Tile, Marble Setter.....\$ 29.98		10.85

BRIN0005-001 03/28/2016

TERRE HAUTE CLAY, GIBSON, REENE, PARKE, SULLIVAN, VERMILLION  
and VIGO COUNTIES

	Rates	Fringes
BRICKLAYER		
BRICKLAYER, STONE MASON and POINTER/CLEANER/CAULKER.....\$ 30.13		11.65
CEMENT MASON (GREENE and SULLIVAN COUNTIES).....\$ 27.78		11.02
CEMENT MASON (REMAINING COUNTIES).....\$ 27.93		11.02
TERRAZZO FINISHER.....\$ 19.07		7.05
TERRAZZO.....\$ 29.87		11.00
TILE and MARBLE FINISHER....\$ 19.83		6.32
TILE, MARBLE, MOSAIC.....\$ 29.28		10.90

CARP0088-001 10/01/2017

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

	Rates	Fringes
Carpenters:		
Carpenters, Drywall		
Installers, Piledrivers.....\$ 28.31		19.35
Millwright.....\$ 27.72		21.45
Soft Floor Layers.....\$ 27.29		17.44

CARP0224-004 04/01/2017

POSEY, VANDERBURGH AND WARRICK COUNTIES

	Rates	Fringes
CARPENTER		
Carpenter.....\$ 25.58		20.62
Piledriver.....\$ 26.58		20.62

CARP0224-005 04/01/2017

GREENE, GIBSON and SULLIVAN COUNTIES

	Rates	Fringes
CARPENTER		
Carpenter.....\$ 25.58		20.58
Piledriver.....\$ 26.58		20.58

CARP1080-002 05/01/2017

	Rates	Fringes
MILLWRIGHT		
ZONE 1		
POSEY, VANDERBURGH and		

WARRICK COUNTIES.....	\$ 27.57	22.61
ZONE 2		
GIBSON, GREENE AND SULLIVAN COUNTIES.....	\$ 26.62	23.22

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ELEC0016-004 04/01/2017

GIBSON, POSEY, VANDERBURGH AND WARRICK COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 36.25	15.83

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ELEC0481-001 05/29/2017

PUTNAM COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 34.50	19.82

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ELEC0538-002 03/01/2018

VERMILLION COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 33.70	20.21

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ELEC0725-003 03/01/2018

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

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

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ELEC0725-010 06/01/2017

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

	Rates	Fringes
Communication Technician.....	\$ 27.85	13.01

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.

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ELEV0003-007 01/01/2018

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 48.54	32.645+a+b

FOOTNOTES:

a) Employer contributes as a vacation pay credit 8% basic hourly rate for more than 5 years of service and 6% basic hourly rate for less than 5 years of service.

b) Eight Paid Holidays: Thanksgiving Day; New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day.

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ELEV0034-001 01/01/2018

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 46.51	32.645+a+b

a) PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran'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 with more than 5 years of service; 6% for less than 5 years' service.

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ENGI0181-013 04/01/2017

GIBSON, POSEY, VANDERBURGH, and WARRICK COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP A.....	\$ 33.93	15.15
GROUP B.....	\$ 25.80	15.15

#### 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) crane, craneman, crawler backhoe, crawler 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 with the classifications), grout pump, head greaser, helicopter crew, Hetherington paver, hoist (motorized, gas or diesel), hydraulic crane, hydro 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, motor crane, mucking machine, multiple tamping machine (RR) overhead crane, pile driver, pulls, push dozer, push boats, roller (sheep foot), rough terrain crane, R.T. backhoe, R.T. endloader, Ross carrier, scoop, shovel, side boom, skidstter loader (obcat or similar type), swing crane, tail boom, tar machine (pipeline), tower crane, trench machine, welder (heavey 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 distrubtor, brakeman, bullfloat, cement gun, concrete mixer, concrete mixer, concrete saw, concrete 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), material 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, tamping machine, truck 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.

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ENGI0841-001 04/01/2015

#### REMAINING COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 38.60	18.35
GROUP 2.....	\$ 24.75	18.35

GROUP 1: Power Cranes, Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tournadozer, Concrete Mixers with Skip, Tournamixer, Two-Drum Machine, One-Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boom 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 Similar Type 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 Maifold, 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, Machine-Mounted Post Hole Digger, Two to Four Generators, Water Pumps, or Welding Machines within 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, Jolers, 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 and 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.

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IRON0022-003 06/01/2017

CLAY, DAVIESS, GREENE, KNOX, LAWRENCE, MARTIN, MONROE, MONTGOMERY, OWEN, PARKE, PUTNAM, SULLIVAN, VERMILLION AND VIGO COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 30.64	22.05

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

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

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IRON0103-003 08/01/2017

GIBSON, POSEY, VANDERBURGH AND WARRICK COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 28.64	21.385

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LABO0204-002 06/01/2016

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

	Rates	Fringes
Laborers:		
Caisson and Tunnel Work in		
Compressed and Free Air		
GROUP 1.....	\$ 21.17	13.36
GROUP 2.....	\$ 21.37	13.36
GROUP 3.....	\$ 21.45	13.36
GROUP 4.....	\$ 22.17	13.36
LABORERS		
GROUP 1.....	\$ 21.63	13.80
GROUP 2.....	\$ 22.38	13.80
GROUP 3.....	\$ 22.63	13.80

#### LABORER CLASSIFICATIONS

GROUP1: Building and construction laborers; Scaffold builders (other than for masons or plasterers); Mechanic tenders; Flag & signal person; Window washers & cleaners; Waterboys & toolhousemen; Railroad workers; Masonry wall washers (interior & exterior); Curing compound; All portable water pumps with discharge up to 3 inches; Waterproofing; Handling of creosote lumber or like treated material (excluding railroad material); Asphalt rakers & lutemen; Kettlemen; Air tool operators and all pneumatic tool operators; Air & electric vibrators & chipping hammer operators; Earth compactors; Jackmen & sheet men working ditches deeper than 6 ft. in depth; Laborers working ditches 6 ft. in depth or deeper; Assembly of uncrete pump; Tile layers (sewer or field) & sewer pipe layer (metallic or non-metallic); Motor-driven wheelbarrows & concrete buggies; Hyster operators; Pumpcrete assemblers; Core drill operator; Cement, lime or silia clay handlers (bulk or bag); Handling of toxic materials damaging to clothing; Pneumatic spikers; Deck engine & winch operators; Water main & cable ducking (metallic/non-metallic); Screed man or screw operator on asphalt paver; Chain saw and demolition saw operators; Concrete conveyor assemblers; Asbestos removal; Hazardous waste removal.

GROUP 2: Plasterers' tenders; Mason tenders; Mortar mixers; Welders (acetylene or electric); Cutting torch or burner; Cement nozzle laborers; Cement gun operators; Scaffold builders when working for plasterers and for masons; Water blast machine operators.

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

#### LABORERS 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, 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.

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LABO0561-005 04/01/2016

GIBSON, POSEY, VANDERBURGH and WARRICK COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 24.12	13.55
GROUP 2.....	\$ 24.62	13.55
GROUP 3.....	\$ 24.62	13.55
GROUP 4.....	\$ 25.37	13.55

#### LABORER CLASSIFICATIONS

GROUP 1: Building & Construction Laborers; Scaffold Builders (other than for Masons or Plasterers); Ironworker Tender; Mechanic Tender; Civil Engineer Tender; Rodmen and Chainmen; Signalmen and Flagman, Window Washer & Cleaner; Waterboy and Toolhouseman; Roofer Tender; Railroad Worker; Masonry Wall Washer (Interior & Exterior); Cement Finisher Tender; Carpenter Tender; All Other Tenders not listed; Portable Water Pump with discharge up to 3"; Wiremesh; Fire Prevention; Fire Watch; Fire Stop Tender

GROUP 2: Waterproofing; Handling of creosote Lumber or like treated material (Excluding Railroad Material); Asphalt Raker & Luteman; Kettleman; handling and removal Hazardous materials damaging to clothing; Air Tool Operator;

Vibrator; Chipping Hammer Operator and all pneumatic tool operator and earth compactor; Jack Man & Sheeting Man Working in Ditches 6 Feet in depth or deeper; Laborers working ditches six (6) feet in depth or deeper; Assembly of Unicrete Pump; Chain Saw Operator; Water line layers, five (5) feet outside the building foundation; Tile layers (Sewer or Field); Sewer Pipe Layer (Metallic and Non-metallic) five (5) feet outside the building; Motor Driven Wheelbarrow & Concrete Buggy; Hyster Operator; Grout pump operator; Pump crete Assembler; Conveyor Assembler; Core Drill Operator; Cement/Lime/Silica Clay Handler (Bulk or Bar); Pneumatic Spiker; Deck/Engine/Winch Operator; Water Main & Cable Decking (Metallic or Non-metallic); Remote Controlled Compactor

GROUP 3: Plasterer Tender; Mason Tender; Mortar Mixer; Welder (Acetylene or Electric); Cutting Torch or Burner; Cement Gun Operator; Scaffold Builder (When working for Plasterer or Mason)

GROUP 4: Dynamite Man

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PAIN0156-002 04/01/2017

GIBSON, POSEY, VANDERBURGH AND WARRICK COUNTIES

	Rates	Fringes
Painters:		
BRUSH & ROLLER.....	\$ 26.45	\$14.05+A
DRYWALL FINISHERS.....	\$ 26.70	\$14.05+A
SPRAY, SANDBLAST, POWER TOOLS, WATERBLAST & STEAM CLEANING.....	\$ 27.45	\$14.05+A

FOOTNOTE A:

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

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PAIN0197-002 06/01/2017

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

	Rates	Fringes
Painters:		
Brush & Roller.....	\$ 25.70	12.52+A
Drywall & Paper hangers (with tools).....	\$ 26.70	12.52+A
Sandblasting.....	\$ 27.70	12.52+A
Spray & Pot Man.....	\$ 26.20	12.52+A

FOOTNOTE A: \$1.00 premium for work on structures over 40 ft.  
above floor/ground level  
\$2.00 premium for work on structures over 100 ft

above floor/ground level

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PAIN1165-007 07/01/2017

GIBSON, POSEY, VANDERBURGH, WARRICK COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 28.18	14.72

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PAIN1165-012 01/01/2018

CLAY; GREENE; OWEN; PARKE; PUTNAM; SULLIVAN; VERMILLION and  
VIGO COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 26.26	16.22

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PLAS0075-001 06/01/2017

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

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

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PLAS0075-002 06/01/2017

GREENE and SULLIVAN COUNTIES

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

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PLAS0566-001 04/01/2013

GIBSON, POSEY, VANDERBURGH AND WARRICK COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 25.00	14.71

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PLAS0692-001 06/01/2016

AREA #46

CLAY, GIBSON, GREENE, OWEN, PARKE, POSEY, PUTNAM, SULLIVAN,  
VANDERBURGH, VERMILLION, VIGO and WARRICK COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 25.04	13.23

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PLUM0136-002 04/01/2018

REMAINING COUNTIES



	Rates	Fringes
Plumbers and Pipefitters.....	\$ 36.22	18.71

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PLUM0157-001 01/01/2018

CLAY, GREENE, PARKE, PUTNAM (Part), SULLIVAN, VERMILLION and  
VIGO COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 36.93	16.58

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PLUM0440-001 06/05/2017

PUTNAM COUNTY (EAST OF ROAD 43 EXCEPT TERRITORY ON A EAST MILE  
RADIUS FROM THE COURT HOUSE)

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 36.72	16.09

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ROOF0106-001 04/01/2017

REMAINING COUNTIES:

	Rates	Fringes
Roofers:		
COMPOSITION.....	\$ 29.50	15.52
SLATE & TILE.....	\$ 29.50	15.52

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ROOF0119-001 09/01/2013

PUTNAM COUNTY

	Rates	Fringes
Roofers:.....	\$ 24.80	10.75

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ROOF0150-002 07/01/2017

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

	Rates	Fringes
ROOFER.....	\$ 27.00	14.43

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SFIN0669-002 04/01/2017

	Rates	Fringes
SPRINKLER FITTER.....	\$ 37.96	19.25

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SHEE0020-018 07/03/2017

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

	Rates	Fringes
Sheet metal worker.....	\$ 33.50	20.45
HVAC Duct Work		

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SHEE0020-019 07/01/2017

## GIBSON, POSEY, VANDERBURGH, and WARRICK COUNTIES

	Rates	Fringes
Sheet metal worker.....	\$ 29.14	23.65
HVAC Duct Work		

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TEAM0135-006 04/01/2017CLAY, GREENE OWEN, PARKE, PUTNAM, SULLIVAN, VERMILLION, and  
VIGO COUNTIES

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 28.49	A
GROUP 2.....	\$ 28.99	A
GROUP 3.....	\$ 29.19	A
GROUP 4.....	\$ 29.34	A
GROUP 5.....	\$ 29.84	A

A: \$33.70 PER DAY &amp; 426.80 PER WEEK.

## 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, tournatrailers, 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 trucks 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 axle low boy trailers, and Contractor's mechanics when working on equipment operated by employees within 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 ton, such as Koehring or similar dumpsters, tract trucks, Euclids, hug bottom dumps, tournapulls, tournarockers or similar equipment wen 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.

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TEAM0215-005 04/01/2017

GIBSON, POSEY, VANDERBURGH AND WARRICK COUNTIES:

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 22.53	17.15
GROUP 2.....	\$ 22.99	17.15
GROUP 3.....	\$ 23.21	17.15

GROUP 1 - Pickup Trucks, Winch Trucks, Warehouseman, Mechanic, Street sweepers, Single axle trucks

GROUP 2 - Tandem Trucks or Dump Trucks; Farm Tractor Pulling trailer; Bituminous Distributors, Pavement Breakers

GROUP 3 - Mixer Trucks, all types; Lowboys, all types; Semi-trucks, all types; All Tri-axle Dump Trucks; Articulated End Dumps; End Dumps; Heavy Equipment Type Water Wagons; Hazardous Waste Warehouseman; Hazardous Waste Driver; and Drivers on equipment when not self-loaded or pusher loaded, such as Koehring or similar dumpsters, track trucks, Euclid bottom dump and hug bottom dump, Tournatrailers, Tournarockers or similar equipment.

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.  
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

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

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial



contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION