



CITY OF WESTFIELD, IN
Board of Public Works Meeting Agenda_04_22_2020

Wednesday, April 22, 2020 at 01:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Wednesday, April 22, 2020 at 01:00 PM

MEETING PLACE: Westfield Public Works- Large Conference Room

THE FOLLOWING AGENDA IS SUBJECT TO CHANGE AT THE DISCRETION OF THE BOARD OF PUBLIC WORKS AND SAFETY

AGENDA ITEMS

Meeting Minutes Consideration for Approval

Action Item #1:

Approval of March 25, 2020 Meeting Minutes

Documents: [March 25, 2020 Minutes](#)

Bid Approval

NONE

Construction Standards & Specifications Changes

NONE

Change Orders

NONE

Contracts/Agreements

Action Item #2:

A&F Engineering & City of Westfield - 161st Street & Monon Trail HAWK Traffic Study - Proposal

Documents: [161st Monon Traffic Study Proposal](#)

Action Item #3:

Lochmueller Group & City of Westfield - East Street Environmental Supplemental –

Amendment #2

Documents: [East Street - Amendment #2](#)

Action Item #4:

United Consulting & City of Westfield – Monon Bridge Over SR 32 – Inspection Supplemental #1

Documents: [Monon Bridge - Supplemental #1](#)

Action Item #5:

INDOT & City of Westfield – East Street North Extension – Final Plan Approval

Documents: [East North Street Extension - Title Sheet](#)

Action Item #6:

Chatham Hills LLP & City of Westfield – Road Impact Fee Credit Agreement

Documents: [Chatham Hills Village - RIF Credit Agreement](#)

Action Item #7:

JND Construction & City of Westfield - Sun Park Drive Sidewalk - Goods & Services Contract

Documents: [Sun Park Drive Goods & Services Contract](#)

Action Item #8:

Pulte Homes of Indiana & City of Westfield - Claiborne Farms Road Impact Fee Credit Agreement

Documents: [Claiborne Farms Proposed Estimate](#) | [Claiborne Farms RIF Credit Agreement](#)

Permit Approval

Action Item #9:

Encroachment Permit: TCS Communications – 17701 Spring Mill Road

Documents: [TCS Encroachment Application](#)

Agreements and/or Memorandum of Understanding (MOU)

Consent Agenda

WPD: Approval to Hire Officers: William Henry Ottenweller & Lindsay Bevilaqua

WPD: Approval of Vehicle Trade/Disposal

Documents: [WPD - List of Vehicles](#)

Primrose School at Bridgewater & City of Westfield – RIFA Payment Extension

April Bond Information

Documents: [April Bond List](#)

Department Reports

Fire

Police

Documents: [WPD - March Report](#)

Public Works



STEVEN J. FEHRIBACH, P.E.
PRESIDENT

JOSEPH T. RENGEL, P.E.
VICE PRESIDENT

R. MATTHEW BROWN, P.E.
VICE PRESIDENT

TRANSPORTATION ENGINEERING STUDIES • TRAFFIC IMPACT ANALYSES
STREET DESIGN • HIGHWAY DESIGN • TRAFFIC ENGINEERING
PARKING LOT DESIGN • TRANSPORTATION PLANNING STUDIES
CONSTRUCTION OBSERVATION • SITE ENGINEERING

REGISTRATION

INDIANA
ILLINOIS
KENTUCKY
MICHIGAN
OHIO
MISSOURI
TEXAS

March 23, 2020

Jonathan Nail
City Engineer -Public Works
City of Westfield
2728 East 171st Street
Westfield, IN 46074

This letter serves as a proposal for A&F Engineering to provide the following services:

1. Conduct up to 6 hours of traffic counts and video along 161st Street near the Monon Trail. These counts can include weekend and weekday counts. The specific time periods and dates are to be determined by the City.
2. Conduct up to 6 hours of pedestrian counts and video at the Monon Trail Crossing along 161st Street. These counts can include weekend and weekday counts. The specific time periods and dates are to be determined by the City.
3. Construct a Synchro/Simtraffic model to determine the typical 95th percentile vehicular queue that would likely occur along 161st Street if a HAWK system was installed along 161st Street at the Monon Trail Crossing. A maximum of 6 scenarios as determined by the City will be modelled.
4. Document all data, analyses, and findings in a written memorandum.

The fees to provide these services are \$ 6,820.00. If this proposal is acceptable, please sign below and return one copy to us.

Sincerely,
A&F Engineering Co., LLC

R. Matthew Brown, PE
Vice President

/skw
Enclosure

This proposal is accepted and A&F Engineering Co., LLC is authorized to proceed.

For the City of Westfield

PROJECT	DESIGNATION
1700728	1700728
CONTRACT	BRIDGE FILE
R-40284	N/A

INDIANA DEPARTMENT OF TRANSPORTATION



ROAD PLANS

EAST STREET NORTH EXTENSION

PROJECT NO.

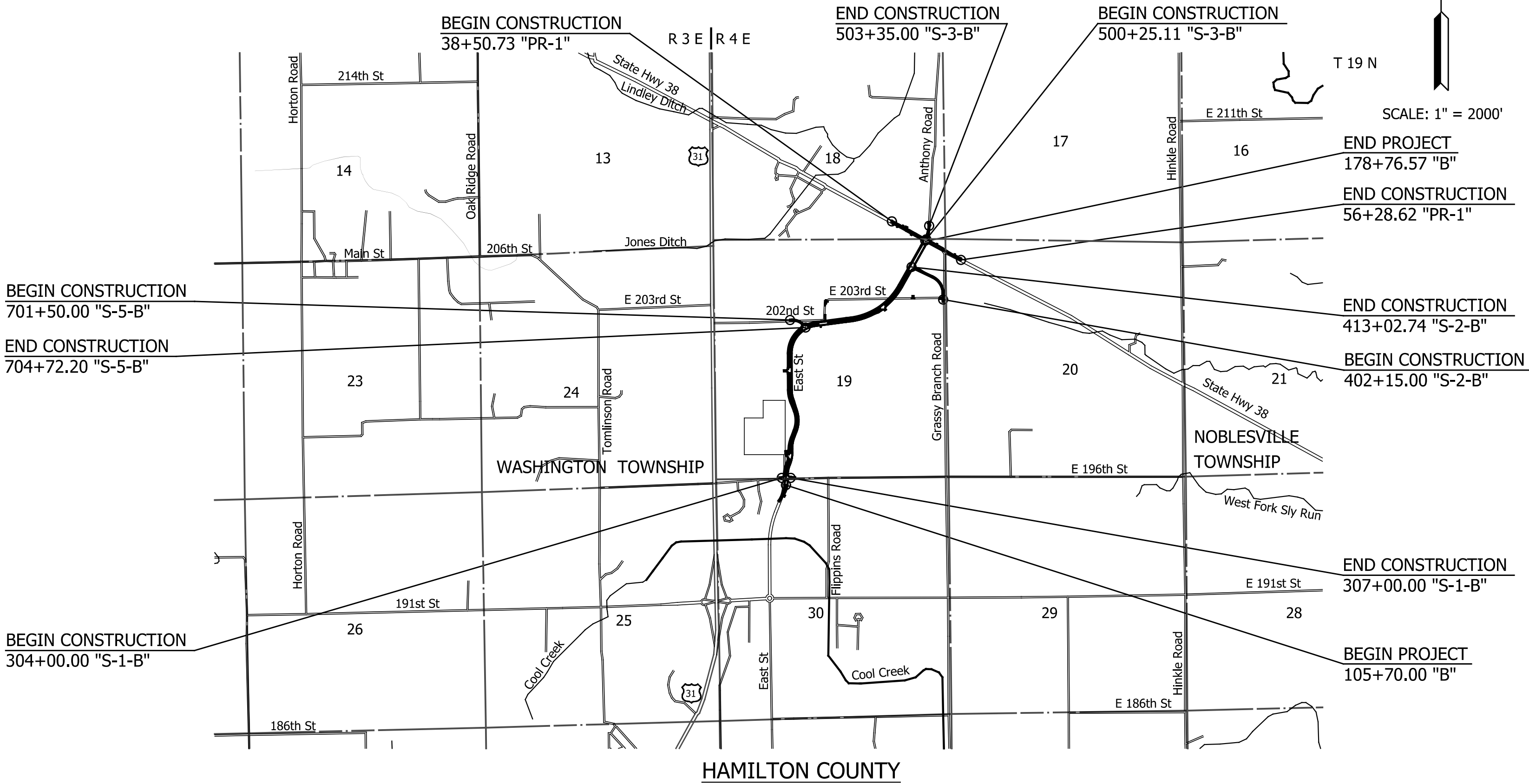
1700728 P.E.
1700728 R/W
1700728 CONST.

Gross Length: 1.373 MI.

Net Length: 1.373 MI.

Maximum Grade: 2.510 %

Project Description: Roadway construction of East Street North Extension from approximately 230' south of 196th Street to SR 38. This project is located in Sections 17, 18, 19, 20, & 30 T-19-N, R-4-E, Washington Township, Hamilton County, Indiana.



TRAFFIC DATA

A.A.D.T. (2021)	3,000	V.P.D.
A.A.D.T. (2041)	19,900	V.P.D.
D.H.V (2041)	1,370	V.P.H.
DIRECTIONAL DISTRIBUTION	66 %	
TRUCKS	3 % A.A.D.T.	
	2 % D.H.V.	

DESIGN DATA

DESIGN SPEED	35 M.P.H.
PROJECT DESIGN CRITERIA	NEW CONSTRUCTION (NON-FREEWAY)
FUNCTIONAL CLASSIFICATION	MAJOR COLLECTOR
RURAL/URBAN	URBAN (SUBURBAN)
TERRAIN	LEVEL
ACCESS CONTROL	NONE



PROJECT LOCATION SHOWN BY

LATITUDE: 40°04' 55" N LONGITUDE: 86° 07' 18" W

INDIANA DEPARTMENT OF TRANSPORTATION
STANDARD SPECIFICATIONS DATED 2020
TO BE USED WITH THESE PLANS.



9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, IN 46240
TEL 317.547.5580 FAX 317.543.0270
www.structurepoint.com



PLANS PREPARED BY: American Structurepoint, Inc. (317) 547-5580 PHONE NUMBER
CERTIFIED BY: *Kenneth R. Olson* 03/27/2020 DATE
APPROVED FOR LETTING: INDIANA DEPARTMENT OF TRANSPORTATION DATE

BRIDGE FILE	
N/A	
DESIGNATION	
1700728	
SHEETS	
SURVEY BOOK	1 of 269
N/A	
CONTRACT	PROJECT
R-40284	1700728



For Office Use Only

PERMIT NUMBER _____ EXPIRES _____

PERMIT FEE _____ FEE WAIVED _____

Encroachment Permit Application

- The applicant named below requests permission to encroach on the following public right-of-way, street, sidewalk, alley or other public space at the location described below.
- Applicant shall submit one original application, with plans attached, either in person or by mail.
- No verbal transmissions will be accepted. Fax transmissions will only be accepted at the approval of the Director.
- Cash or check payments only:** No credit cards accepted. Please call (317)804-3171 with any questions or to purchase an Encroachment Standards Ordinance.

Application Date 3/19/2020 Estimated Completion Date 5/19/2020

Work Address 17701 Spring Mill Rd 40.045040, -86.165287 Subdivision _____

Name of Contractor/Utility:

TCS Communications, LLC

Address 4355 Lafayette Blvd

City Indianapolis State IN Zip 46254

Phone 505-850-4737 Fax _____

Email michael.escollies@tescomm.com

Name of Sub-Contractor:

TCS Communications, LLC

Address 4355 Lafayette Blvd

City Indianapolis State IN Zip 46254

Phone 505-850-4737 Fax _____

Email michael.escollies@tcscomm.com

LOCATION: Street ☒ Alley ☐ Sidewalk ☐ Shoulder/Berm ☒ IUPPS Number: _____

TYPE: Cut ☐ Bore ☒ Trench ☒ Other ☐ New Construction ☒ Existing Construction ☐
Water ☐ Gas ☐ Electric ☐ Phone ☐ CATV ☐ Sewer ☐ Irrigation ☐

Please describe proposed work: Place new underground Fiber Optic Cable

SIZE OF STREET OR RIGHT-OF-WAY CUT

Traffic Lanes: Length N/A Width N/A Depth Within Lanes N/A

Sidewalk: Length N/A Width N/A Depth Within Sidewalk N/A

Type of Surface: Concrete ☐ Asphalt ☐ Asphalt Over Concrete ☐ Asphalt Over Brick ☐ Gravel-Dirt ☒ Brick ☐

TRAFFIC PORTION AFFECTED BY PERMIT

Width: N/A Length: N/A # of Lanes: N/A # of Lanes to be Closed: N/A # of Hours Closed: N/A

Vehicles/equipment left on site unattended? YES ☐ NO ☒ Unattended for: N/A weekdays _____ weekends _____

CONTINUED ON BACK

TERMS AND CONDITIONS FOR ENCROACHMENT PERMIT

1. It is understood that any permit by virtue of this request is revocable at the pleasure of the City of Westfield and that the same shall be voided if the following terms and conditions are not fulfilled by the Permittee. The Permittee hereby agrees to observe all requirements of the Encroachment Standard Ordinance and comply with the conditions set forth by the MUTCD Rulings and Revisions.
2. The undersigned shall notify the Director or his representative a minimum of 72 hours prior to the time that work is to be performed. The undersigned will furnish placards identifying equipment, flashers, barricades and/or other warning devices at the construction site. When two-way traffic is confined to one lane, flagging personnel shall be required. Permittee must follow Chapter XVII of Title 29, Code of Federal Regulation, Part 1926 known as Safety & Health Regulation for Construction.
3. In cases where the work authorized by the permit will cause major interference with traffic flow on streets, Permittee shall provide a uniformed traffic officer when requested by the Director or his representative to provide traffic control at the construction site. Work shall not be performed on any major arterials, streets and thoroughfares during rush hours or peak hours of vehicular traffic flow, unless in case of emergencies.
4. The Permittee shall not create a hazardous or unsafe situation at construction sites, which would cause injury or damage to vehicular and pedestrian traffic. The Permittee shall not leave unattended open cuts unprotected overnight or during weekend periods. Permission to use temporary steel plates or any authorized substitutes shall be requested at open cuts or construction sites. The Director or his representative shall be notified of these steel plates or substitutes by the Permittee.
5. All construction equipment and/or vehicles left unattended for any length of time shall be parked in locations as to not create hazardous and unsafe situations to vehicular and pedestrian flow. The construction equipment and/or vehicles shall be parked in such a manner as to not restrict sight distance to vehicular traffic. All construction equipment and/or vehicles are prohibited from driving on named trails, neighborhood perimeter trails, and sidewalks.
6. The Permittee shall hold harmless and indemnify the City of Westfield from, for and against any claim of any person in tort, contract or otherwise arising out of the act or omissions of the Permittee, their agents, representatives, servants, contractors and the latter's subcontractors, whenever such acts or omissions or any rights or performance or exercise thereof of the Permittee arise under this permit from alteration, modernization, replacement, operation, maintenance, change or removal of any part or portion of the public right-of-way, or facility thereof. All existing utilities must be identified and located prior to all boring operations. Permittee shall be responsible for consequential damages to residents and businesses who are damaged during outages caused by these untimely accidents experienced by poorly coordinated utility borings and construction activities in the City right-of-way.
7. The Permittee shall stipulate the type of materials and method of repair utilized to close any open cuts, subject to the Director or his representative's approval.
8. The Permittee shall begin work within 45 working days from the date of application approval, and work must be completed within 60 working days of the application approval. Any construction and/or work not completed by this date shall be grounds to nullify and void this permit. Re-application would then be necessary.
9. The Permittee shall be required upon completion of construction and/or work to notify the Director or his representative for inspection and verification. The construction and/or work shall be inspected prior to being accepted by the City of Westfield as being complete. The Director or his representative shall perform the inspection.
10. Upon the completion of all open street cuts, permanent patches shall be in place no later than 20 working days from the temporary patch inspection date. Any construction work or repair measures utilized to close any open cuts made under this permit that are found to be unsatisfactory shall be corrected within 10 working days by the Permittee. The Permittee shall be responsible to maintain and repair any and all open cuts granted by this permit for a period of one year upon final acceptance, unless the City of Westfield and/or other utilities, contractors or subcontractors or other parties remove, damage, modernize, replace, change any part or portion of the public right-of-way or facility or thereof granted under this permit.
11. Upon completion/acceptance by Director or his representative as builds must be provided (print and CD form) within 30 days of completion.

Signature of Applicant _____ Title PERMIT LEAD
Printed Name Amanda Barnum Date 3/19/2020
Company Name TESINC, LLC Phone Number 813-580-7061

For Office Use Only:

Traffic Control Personnel: YES NO Uniform Police: YES NO Number of Personnel Necessary: _____

Steel Plates or other authorized substitute to be used? YES NO (If yes, refer to #4 above)

Type of materials and methods used to close or repair open cuts shall conform to Attachment A.
If another method has been pre-approved, please list below:

Director / or his representative

Project Manager/when applicable

Date Approved

MCImetro ACCESS TRANSMISSION SERVICES, CORP

OUTSIDE PLANT CONSTRUCTION

FIBER OPTIC CABLE ROUTE

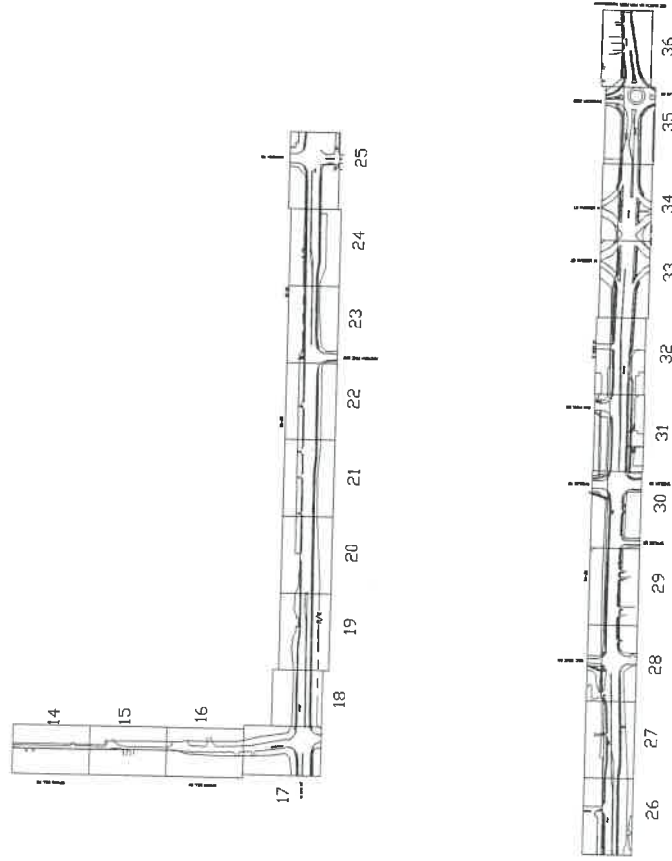
PROJECT #: 074663-002
IN AV BACKHAUL IN NOBLESVILLE_CRAN TO IN
EAGLETOWN_CRAN 1712BKEO.13
17843 SPRINGMILL RD
INDIANAPOLIS, INDIANA

HAMILTON COUNTY

SITE CODE: CACAIN
NOVEMBER 7, 2019 REV.3

CONSTRUCTION / PERMIT / SPLICING

KEY MAP



PROJECT: 074663-002

INDIANAPOLIS, INDIANA

CLARIFICATION NO.	QUANTITY
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ACCESS TRANSMISSION SERVICES
CORP.
OUTSIDE PLANT CONSTRUCTION

IN NOBLESVILLE CRAN TO EAGLETON CRAN
17843 SPRINGMILL RD

DATE, 8/20/2018
ENGINEER, E.T.
DRAWN BY, RW

ENGINEERING E.I.,
TRAVIN BV. DIV.

REVISIONS

DATE	DESCRIPTION	INITIAL
11/5/18	RECEIVED FROM THE FEDERAL BUREAU OF INVESTIGATION	YES
4/29/19	RECEIVED FROM THE FEDERAL BUREAU OF INVESTIGATION	YES
7/16/19	RECEIVED FROM THE FEDERAL BUREAU OF INVESTIGATION	B.V.

EXCEPT AS MAY BE OTHERWISE PROVIDED BY CONTRACT, THESE DRAWINGS AND SPECIFICATIONS SHALL REMAIN THE PROPERTY OF THE COMMUNICATION SERVICES, INC. BOTH BEING ISSUED IN STRICT CONFIDENCE AND SHALL NOT BE REPRODUCED, COPIED, OR USED FOR ANY PURPOSES WITHOUT EXPRESS WRITTEN PERMISSION.

SCALE

HORIZONTAL: 1"=40'

VERTICAL 1' = 40'

MP _____ TO MP _____

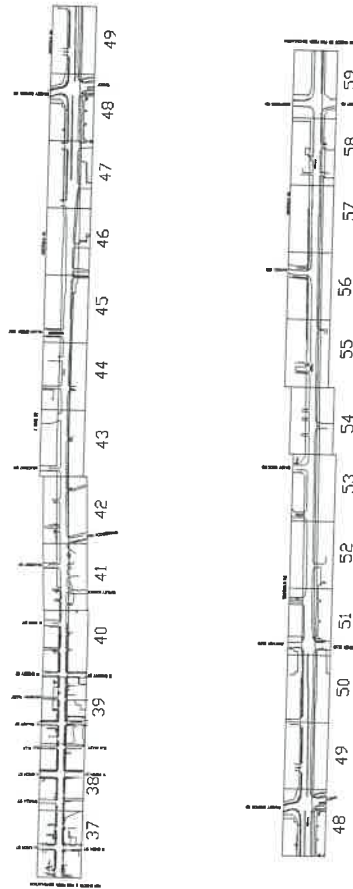
SHEET 02 OF 121

FILE: NOBLESVILLE CRAN TOW
EAGLETOWN CRAN DNG

TESINC

BACKHAUL NFID: 1712BKED.13
SITE NFID: 1710AIMN28 / INVINE ST

CHANGED CABLE ROUTE FROM AERIAL TO UNDERGROUND,
SHEETS: 47-51, 56-61, 65-69, 79-81



ACCESS TRANSMISSION SERVICES
MCMetro
CORP.
OUTSIDE PLANT CONSTRUCTION
IN NOBLESVILLE CRAW TO EAGLETON CRAW RD
INDIANAPOLIS, INDIANA
1043 SPENCER RD
PLANT VIEW INDUSTRIAL ESTATE

DATE:	8/20/2018
ENGINEER:	E.T.

ENGINEER E. I.

REVISIONS		
DATE	DESCRIPTION	INITIAL
11/7/18	REVISED TO CORRECT FOR MATERIAL CHANGES	YES
4/29/19	REVISED TO CORRECT FOR MATERIAL CHANGES	YES
7/16/19	REVISED TO CORRECT FOR MATERIAL CHANGES	B.W.

EXCEPT AS MAY BE OTHERWISE PROVIDED BY CONTRACT, THESE DRAWINGS AND SPECIFICATIONS SHALL REMAIN THE PROPERTY OF MCI COMMUNICATION SERVICES, INC. BOTH BEING ISSUED IN STRICT CONFIDENCE, AND SHALL NOT BE LOANED, REPRODUCED, COPIED, OR USED FOR ANY PURPOSE WITHOUT SPECIFIC WRITTEN AUTHORIZATION.

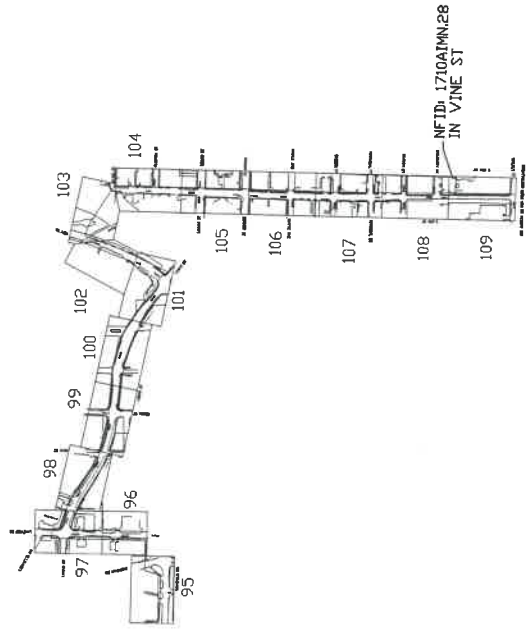
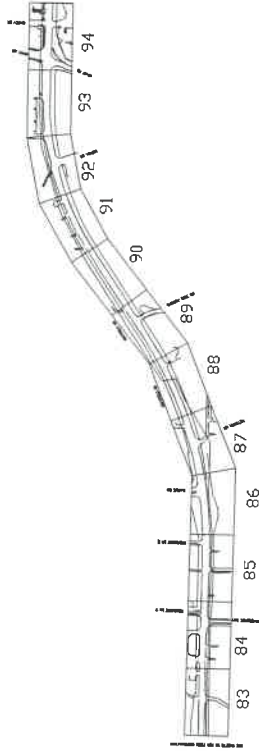
SCALE

HORIZONTAL: 1"=40'

VERTICAL: 1"=40'

SHEET 02B OF 121
FILE: NOBLESVILLE CRAN TO
EAGLETOWN CRAN.DWG

BACKHAUL NFID: 1712BKED.13
SITE NFID: 1710AIMN.28 / IN



ACCESS TRANSMISSION SERVICES
McImetro
CDRP,
OUTSIDE PLANT CONSTRUCTION

Plan View Construction Sheet

DATE: 8/20/2018
ENGINEER: E.T.
DRAWN BY: BW

REVISIONS

DATE	DESCRIPTION	INITIAL
11/5/18	ADULT, 18 UNDEVELOPED	TCS
1/29/19	ADULT, 18 UNDEVELOPED	TCS
7/15/19	ADULT, 18 UNDEVELOPED	B.V.

PRINT AS MAY BE OTHERWISE PROVIDED BY CONTRACT, THESE DRAWINGS AND SPECIFICATIONS SHALL REMAIN THE PROPERTY OF HET COMMUNICATION SERVICES, INC. WITH NOING TO BE USED IN STRICT CONFIDENCE AND SHALL NOT BE REPRODUCED, COPIED, OR USED FOR ANY PURPOSES WITHOUT SPECIFIC WRITTEN PERMISSION.

SCALE

HORIZONTAL: 1"=40'

VERTICAL: 1"=40'
MP _____ TO MP _____

SHEET 020 OF 121

FILE: NUBLESVILLE CRAN TO
EAGLE TOWN CRAN. DNG



PROJECT: 074663-002
MOBESVILLE CRAW TO EAGLETON CRAW
INDIANAPOLIS, INDIANA

INDIANAPOLIS, INDIANA

CLARIFICATION NO.	QUANTITY
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[illegible]

McIntire
ACCESS TRANSMISSION SERVICES
CORP,
OUTSIDE PLANT CONSTRUCTION

INDIANAPOLIS, INDIANA

DATE: 8/20/2019

ENGINEER, E.T.

DRAWN BY: B.W.

REVISIONS		
DATE	DESCRIPTION	INITIAL
11/17/18	ASAPAL TO INDOORPOOL	TES
1/29/19	ASAPAL TO INDOORPOOL	TES
7/16/19	REPL-CHANGED DABLE FROM ASAPAL TO INDOORPOOL	B.W.

AS MAY BE OTHERWISE PROVIDED BY CONTRACT, THESE DRAWINGS AND SPECIFICATIONS SHALL REMAIN THE PROPERTY OF HCL TECHNOLOGIES, INC. BOTH BEING ISSUED IN STRICT CONFIDENCE AND SHALL NOT BE REPRODUCED, COPIED, OR USED FOR ANY PURPOSE WITHOUT SPECIFIC WRITTEN PERMISSION.

SCALE

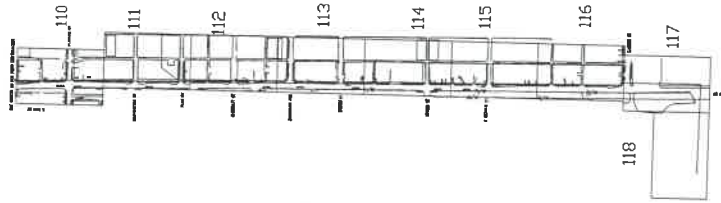
HORIZONTAL: 1"=40'

VERTICAL: $1'' = 40'$

1P _____ TQ MP

SHEET 02E OF 121

NOBLESVILLE CRAN TO



1	COVER SHEET
2-2E	LOCATION MAPS
3	TABLE OF CONTENTS
4	CONTACT SHEET
5	GENERAL NOTES / CLARIFICATION NOTES
6	SYMBOLS KEY
7	CONSTRUCTION DETAILS
8	CONSTRUCTION DETAILS (CONT.)
9	CONSTRUCTION DETAILS (CONT.)
10	CONSTRUCTION DETAILS (CONT.)
11	TYPICAL TRAFFIC CONTROL
12	TYPICAL TRAFFIC CONTROL (CONT.)
13	SUMMARY SHEET
14-121	PLAN CONSTRUCTION SHEETS
122	SPLICING SCHEMATIC
123	CUT SHEET

[illegible]

GENERAL NOTES / CLARIFICATION NOTES

CONSTRUCTION NOTES

1. ALL CONDUIT WILL BE 1" TO SCHEDULE 40 (i.e. PVC OR BSP/GSP, MANUFACTURED SPLIT PVC OR SPLIT BSP/GSP), UNLESS SPECIFIED OTHERWISE.
2. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES 48 HOURS PRIOR TO CONSTRUCTION ACTIVITY. SEE CONTACT SHEET FOR CONTACT NAME AND TELEPHONE NUMBER.
3. ALL UNDERGROUND OBSTRUCTIONS, WHEN LOCATED, WILL REQUIRE THE PLACEMENT OF A BURIED CABLE MARKER AND THE PLACEMENT OF 4" MANUFACTURED SPLIT PVC, BSP/GSP OVER OR UNDER EACH OBSTRUCTION.
4. SHORING MAY BE REQUIRED AND SHALL COMPLY TO D.S.H.A. STANDARDS.
5. ALL BURIED CONDUIT/CABLE WILL BE PLACED AT 36" MINIMUM COVER UNLESS SPECIFIED OTHERWISE ON THE CONSTRUCTION DRAWINGS.
6. MECHANICAL PROTECTION SHALL BE REQUIRED ANYTIME A 36" MINIMUM COVER IS UNOBTAINABLE UNLESS SPECIFIED OTHERWISE ON THE CONSTRUCTION DRAWINGS.
7. ALL 90 DEGREE BENDS IN CONDUIT CONSTRUCTION WILL BE A MINIMUM 362" RADIUS UNLESS SPECIFIED OTHERWISE. ALL SPLIT CONDUIT BENDS AND SPLIT PVC BENDS SHALL REQUIRE CONCRETE ENCASUREMENT, UNLESS SPECIFIED OTHERWISE.
8. OPERATIONS PERSONNEL TO BE CONTACTED BY THE CONTRACTOR 48 HOURS PRIOR TO CONSTRUCTION. SEE CONTACT SHEET FOR CONTACT NAME AND TELEPHONE NUMBER.
9. ALL STATIONING IS BASED ON AS-BUILT INFORMATION, THEREFORE SOME VARIANCE SHOULD BE ANTICIPATED, ADJUST AS NEEDED.
10. RAILROAD COMMUNICATION AND SIGNAL CABLES TO BE LOCATED PRIOR TO CONSTRUCTION ACTIVITY. RAILROAD TO BE GIVEN 48 HOURS NOTICE PRIOR TO CONSTRUCTION.
11. ALL BURIED CABLE MARKER POSTS AND HARDWARE PLACED AND/OR REMOVED ON ALL NEW AND EXISTING ROUTES SHALL BE IMPLEMENTED AS FOLLOWS:
 - A. ON THOSE ROUTES THAT ARE CONSIDERED TO BE IN A NORTH TO SOUTH GEOGRAPHICAL ORIENTATION, THE SOUTHERN-MOST SIGN AND POST SHOULD BE REMOVED. * FOR NEW ROUTES BEING CONSTRUCTED, ONE SIGN POST WILL BE PLACED AT THE NORTH END OF EACH HANDHOLE.
 - B. ON THOSE ROUTES THAT ARE CONSIDERED TO BE IN AN EAST TO WEST GEOGRAPHICAL ORIENTATION, THE WESTERN-MOST SIGN AND POST SHOULD BE REMOVED. * FOR NEW ROUTES BEING CONSTRUCTED, ONE SIGN POST WILL BE PLACED AT THE EAST END OF EACH HANDHOLE.

GENERAL NOTES

1. MCI COMPRISES THE FOLLOWING OPERATING ENTITIES:
 - MCI COMMUNICATIONS SERVICES, INC.
 - MCI METRO ACCESS TRANSMISSION SERVICES, LLC
 - MCI METRO ACCESS TRANSMISSION SERVICES OF VIRGINIA, INC.
 - MCI METRO ACCESS TRANSMISSION SERVICES OF MASSACHUSETTS, INC.
 - METROPOLITAN FIBER SYSTEMS OF NEW YORK, INC.
2. ALL WORK TO BE DONE WITH EXTREME CAUTION 1 FIBER OPTIC CABLE IS CARRIED THROUGHOUT THE PROJECT IN A MANNER THAT MAY AFFECT TRAFFIC-CONTROL FACILITIES IN THE ABSENCE OF AN MCI EMPLOYEE OR CERTIFIED CONTRACTOR.
3. ALL WORK TO BE PERFORMED IN STRICT ACCORDANCE WITH THE APPLICABLE CODES OR REQUIREMENTS OF ANY REGULATING GOVERNMENTAL AGENCY, VERIZON BUSINESS, OR THE RIGHT-OF-WAY - GRANTOR.
4. LOCATIONS OF SOME OF THE PHYSICAL FEATURES WERE OBTAINED FROM DATED RAILROAD VALUATION MAPS OR OTHER DRAWINGS, AND MAY BE AS SHOWN OR DEPICTED ON THESE DRAWINGS, RECORDS AND FIELD OBSERVATIONS, BUT ARE NOT NECESSARILY EXACT. THEREFORE, UTILITY LOCATIONS WILL BE VERIFIED AT LEAST 100 FEET IN ADVANCE OF TRENCHING OR PLOWING, SO THAT CHANGES IN CABLE PLACEMENT CAN BE MADE IN EVENT OF CONFLICTS.
6. ALL KNOWN BURIED OBSTRUCTIONS ARE SHOWN ON THE CONSTRUCTION DRAWINGS, ANY AND ALL OTHERS ENCOUNTERED ARE ALSO THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE, PROTECT, AND REPAIR, IF DAMAGED.
7. ANY AND ALL IMPROVEMENTS, SUCH AS ASPHALT OR CONCRETE PAVEMENT, CURBS, GUTTERS, WALKS, DRAINAGE DITCHES, EXHIBITS, SIGNS, SLOWS, TREES, GRASS SOD, ETC., IF DAMAGED, SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION.
8. EQUIPMENT TYPES SPECIFIED HEREIN ON "BACKHOLE," "SWAMP PLOW," ETC., ARE SUGGESTIONS ONLY AND ARE NOT INTENDED AS REQUIREMENTS. CONTRACTOR WILL BE NOTIFIED AS TO EXCEPTIONS.
9. WHEN PLACING NEW CABLE ON EXISTING PROPERTY OR WITHIN EXISTING RIGHT OF WAY, THE MINIMUM HEIGHT OF ATTACHMENT (HDA) TO ANY AND ALL POLES IS TO BE 18'0"

CLARIFICATION NOTES (CONTINUED)

- | | CLARIFICATION NO. | QUANTITY |
|-------|--|----------|
| C-100 | CONSTRUCTION - NEW UNDERGROUND 1X2" HDPE (BORE/TRENCH/PLDW) | |
| C-110 | CONSTRUCTION - NEW UNDERGROUND 1X2" HDPE (OPEN CUT/HANDSCAPED) | |
| C-120 | CONSTRUCTION - NEW UNDERGROUND (MICRO TRENCH) | |
| C-200 | CONSTRUCTION - EXISTING UNDERGROUND (VZ OWNED/3RD PARTY) | |
| C-300 | CONSTRUCTION - AERIAL (NEW/OVERLASH) | |
| C-500 | CABLE PREP/SPlicing/TESTING (LOOSE TUBE) | |
| C-510 | CABLE PREP/SPlicing/TESTING (RIBBON) | |



PROJECT: 074663-002
MILESVILLE CRAN TO EAGLETON CRAN

INDIANAPOLIS, INDIANA

CLARIFICATION NO.

QUANTITY

Access TRANSMISSION SERVICES
McIntire
CORD
OUTSIDE PLANT CONSTRUCTION

IN MILESVILLE CRAN TO EAGLETON CRAN
INDIANAPOLIS, INDIANA

DATE: 8/20/2018

ENGINEER: E.T.

DRAWN BY: B.V.

REVISIONS

DATE DESCRIPTION INITIAL

11/2/18 B.V. REVISION 1 YES

1/29/19 B.V. REVISION 2 YES

7/16/19 B.V. REVISION 3 B.V.

SCALE

HORIZONTAL: 1"=40'

VERTICAL: 1"=40'

MP TO MP

SHEET 05 OF 121

FILE: MILESVILLE CRAN TO

EAGLETON CRAN.DWG



PROJECT: 074663-002
INDIANAPOLIS, INDIANA
CLARIFICATION NO. QUANTITY

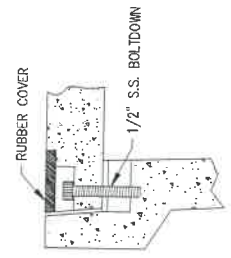
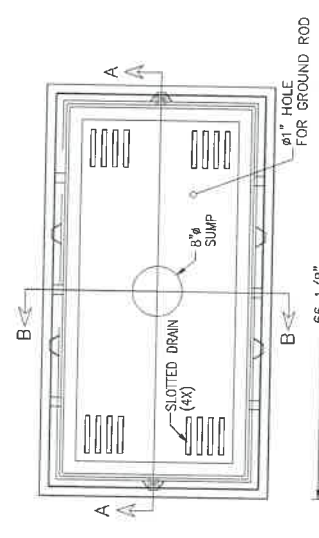
IN NOBLESVILLE GRAN TO EAGLETON GRAN
INDIANAPOLIS, INDIANA
OUTSIDE PLANT CONSTRUCTION
ACCESS TRANSMISSION SERVICES
MCI-METRO
CORP

DATE: 8/20/2018
ENGINEER: E.T.
DRAWN BY: B.V.
REVISIONS
DATE DESCRIPTION INITIAL
11/2/18 B.V. 11/2/18 B.V.
1/29/19 B.V. 1/29/19 B.V.
7/16/19 B.V. 7/16/19 B.V.

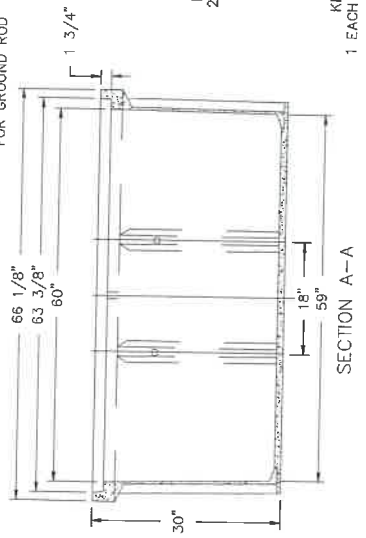
SCALE
HORIZONTAL: 1"=4'
VERTICAL: 1"=4'
MP TO MP
SHEET 08 OF 121
FILE: INDIANAPOLIS GRAN TO EAGLETON GRAN.DWG

2.5' x 5' x 2.5' HANDHOLE DETAILS

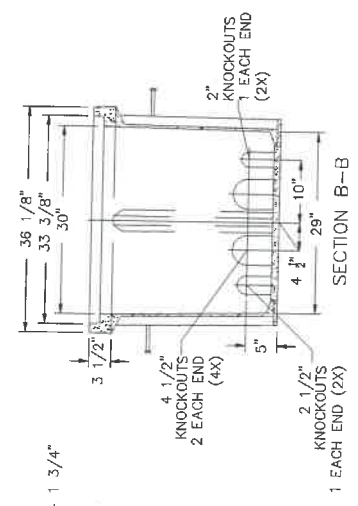
- SEALED PLASTIC BAG PLACED INSIDE VAULT TO CONTAIN
- | ITEM | QTY |
|------|--|
| 1 | (1) JOHNNY LOCK KEY |
| 2 | (2) S.S. JOHNNY BOLTS W/FLAT WASHER. |
| 3 | SHRINK WRAP COVERS TO FRAME FOR PACKAGING. |



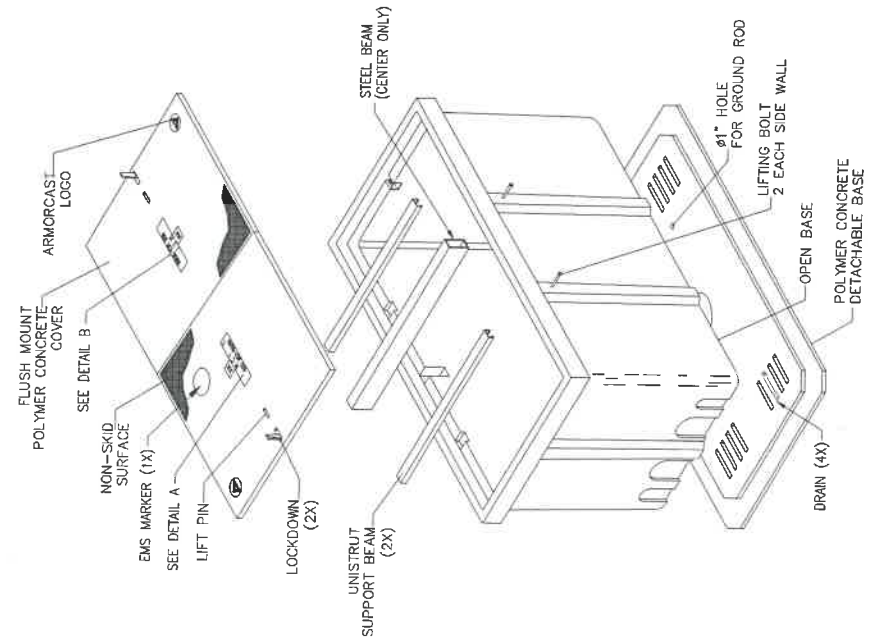
FLUSH MOUNT COVER DETAIL



30K
M C I-WORK
800 MCI-WORK
DETAIL A



30K
M C I-WORK
800 MCI-WORK
DETAIL B

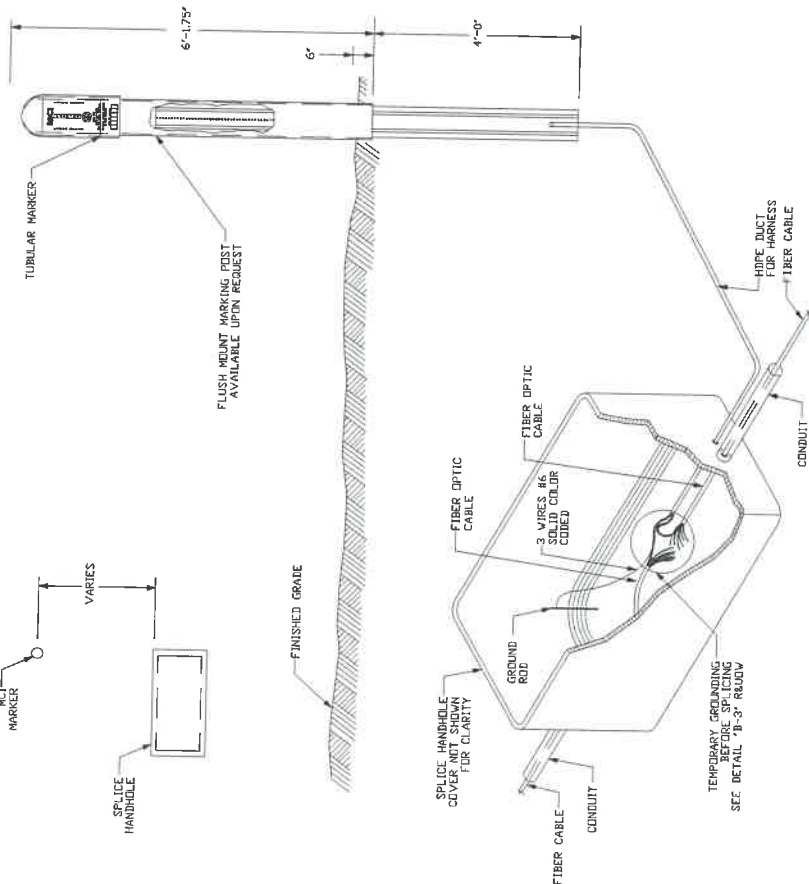
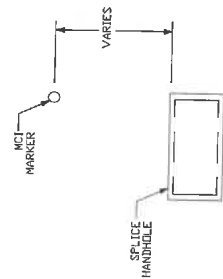


30K STANDARD HANDHOLE
MEETS SOTEA/ANSI 77-TIER 22 LOADING
CRITERIA
ADDITIONAL REQUIREMENTS:
DESIGN LOAD: 30,000 LBS
MINIMUM FAILURE LOAD: 45,000 LBS

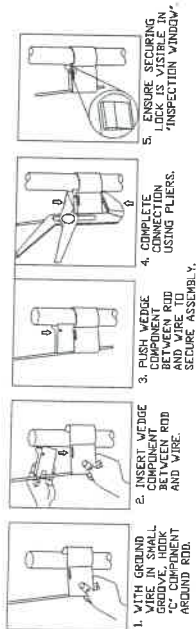
PROJECT: 074663-002

DETAIL "A"
PLAN VIEW

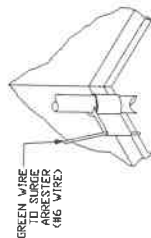
DETAIL "B"
INSTALLATION DET



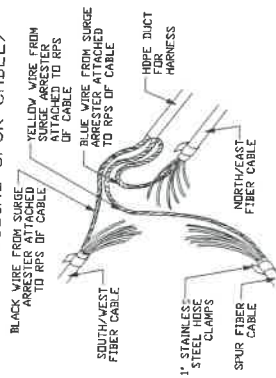
DETAIL "B-1"



DETAIL "B-2"
C-LOK CONNECTOR



DETAIL "B-3"



- NOTES:**
1. DSP CONTRACTOR SHALL INSTALL THE FOLLOWING MCI FURNISHED MATERIALS:
 - ✱ 6" TUBULAR MARKER, WITH HARDWARE, 10
 - ✱ 1/2" DIA. HANDBOLE, 10
 - ✱ BRONZING, 10
 - ✱ FULL WIRE HARNESS WITH HARDWARE, 10
 2. THE CONTRACTOR WILL FURNISH AND INSTALL THE HOPE, LENGTH AS REQUIRED PER THE DRAWINGS SUPPLIED.
 3. THE CONTRACTOR SHALL FURNISH AND INSTALL THE MARKER TO MARKER CONNECTIONS.
 4. THE FIBER OPTIC CABLE SHALL BE PLACED IN PLACE PRIOR TO PLACEMENT OF THE CONCRETE. THE TEMPORARY GROUND CONNECTION WILL BE MADE IN ACCORDANCE WITH DETAIL "A".
 5. AFTER INSTALLATION OF THE FIBER OPTIC CABLE, THE CONTRACTOR SHALL SEAL THE ENDS OF THE FIBER OPTIC CABLE TO PREVENT THE ENTRY OF MOISTURE.
 6. THE CONTRACTOR SHALL SEAL ALL DUCT LINE OPENINGS WITH MCI APPROVED MATERIAL TO PREVENT THE ENTRY OF MOISTURE.
 7. THE CONTRACTOR SHALL PLACE THE MARKER IN LINE WITH THE NORTHERN CORNER OF THE SPLICE HANDBOLE FOR NORTH ROUTES, THE EASTERN CORNER OF THE SPLICE HANDBOLE FOR EAST/WEST ROUTES.

REVIEWS		DATE	DESCRIPTION	INITIAL
		11/5/18	MOON, 10 UNCORRECTED	TES
		1/29/19	MOON, 10 UNCORRECTED	TES
		7/16/19	MOON, 10 UNCORRECTED	B.M.

ACCEPT AS MAY BE OTHERWISE PROVIDED BY CONTRACT, THESE DRAWINGS AND SPECIFICATIONS SHALL REMAIN THE PROPERTY OF MC COMMUNICATION SERVICES, INC. BOTH BEING KEPT IN STRICT CONFIDENCE AND SHALL NOT BE REPRODUCED, COPIED, OR USED FOR ANY PURPOSE WITHOUT SPECIFIC WRITTEN PERMISSION.

SCALE	
HORIZONTAL	1" = 40'
VERTICAL	1" = 40'

MP _____ 10 MP _____
SHEET 09 OF 121
TITLE: NOBLESVILLE CRAN TO
EAGLESTOWN CRAN, DWG



PROJECT: 074663-002
INDIANAPOLIS, IN/PA

CLARIFICATION NO. QUANTITY

ACCESS TRANSMISSION SERVICES
MCINETO
CORP
OUTSIDE PLANT CONSTRUCTION
IN MOLESVILLE GRAN TO EAGLETON CRAN
INDIANAPOLIS, INDIANA
Plan View Construction Sheet

DATE: 8/20/2018
ENGINEER: E.T.
DRAWN BY: B.W.

REVISIONS
DATE DESCRIPTION INITIAL
11/2/18 B.W. TO INDICATE TAPER LENGTH YES
4/29/19 B.W. TO INDICATE TAPER LENGTH YES
7/16/19 B.W. TO INDICATE TAPER LENGTH YES

SCALE
HORIZONTAL: 1"=40'
VERTICAL: 1"=40'
MP TO MP
SHEET 11 OF 121
FILE: EAGLETON CRAN.DWG

TYPICAL TRAFFIC CONTROL

SPACING FOR CHANNELIZING DEVICES

- A - PLASTIC DRUMS ON MERGING TAPER AT 30' C-C WITH CHEVRON SIGNS AT 60' C-C AND TYPE "C" WARNING LIGHT (FOR OVERNIGHT CLOSURE).
- B - PLASTIC DRUMS ON DOWN STREAM TAPER AT 35' C-C.
- C - PLASTIC DRUMS ON RADI AT 5' C-C.
- D - PLASTIC DRUMS ON TANGENT @ 35' C-C WITH VERTICAL PANEL AT 60' C-C AND TYPE "C" WARNING LIGHT (FOR OVERNIGHT CLOSURE).
- E - PLASTIC DRUMS IN FRONT OF CONSTRUCTION ZONE AT 20' C-C WITH VERTICAL PANEL AT 40' C-C AND TYPE "A" WARNING LIGHT (FOR OVERNIGHT CLOSURE).
- F - CONCRETE TRAFFIC BARRIER (C.T.B.) OR LOW PROFILE CONCRETE TRAFFIC BARRIER (L.P.C.T.B.) WITH REFLECTORS AT 10' C-C IF PAVEMENT DROP IS MORE THAN TWELVE INCHES (12") OR MORE.
- G - PLASTIC DRUM WITH GUARD RAIL MOUNTED.
- H - 28" TUBULAR MARKERS:
 - a) 4-LANE TO 2-LANE UNDIVIDED ROADWAY SECTIONS AT 20' C-C.
 - b) 4-LANE DIVIDED ROADWAY TO ONE SIDE TWO-WAY ROAD AT 20' C-C.
 - c) LEFT LANE, RIGHT LANE STORAGE BAYS AT 15' C-C.

TABLE A

POSTED SPEED (MPH)	"X" SIGN SPACINGS (FEET)
30 or LESS	120
35	170
40	240
45	300
50	360
55	420
60	480
65	540
70	600
80	660

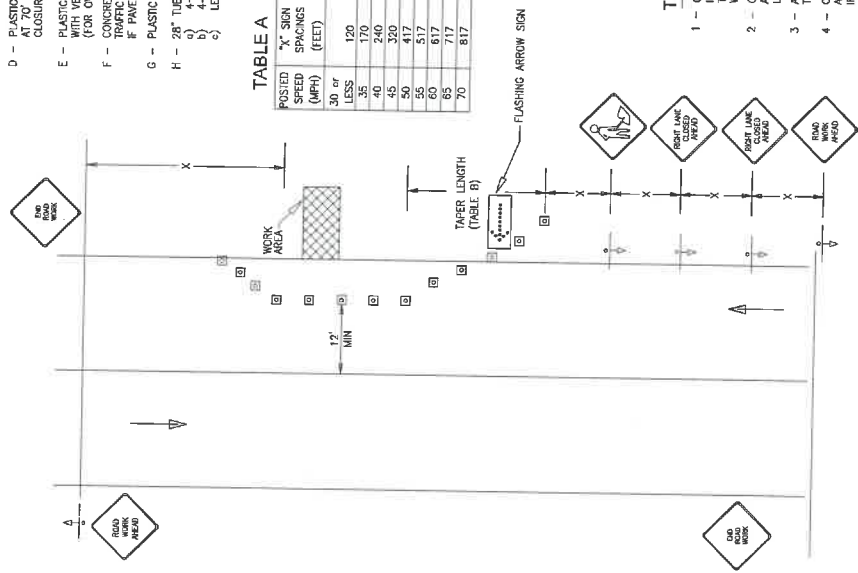
TABLE B

POSTED SPEED (MPH)	MINIMUM DESIRABLE TAPER LENGTHS #		
	10' OFFSET	15' OFFSET	15' OFFSET
30	150'	175'	180'
35	205'	225'	245'
40	255'	285'	300'
45	305'	345'	360'
50	355'	405'	420'
55	405'	465'	480'
60	455'	515'	540'
65	505'	565'	600'
70	555'	615'	660'
80	605'	665'	720'
90	655'	715'	780'

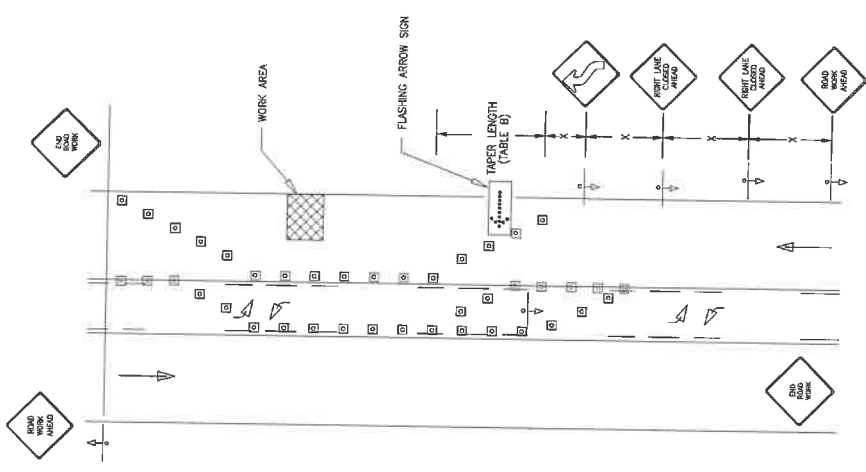
BOTH PERCENTILE SPEED MAY BE USED ON ROADS WHERE TRAFFIC VOLUMES ARE LOW AND TRAFFIC SPEEDS ARE LOW. TAPER LENGTHS HAVE BEEN ROUNDED UP TO POSTED SPEED LIMITS.
L = POSTED SPEED (MPH)
W = WIDTH OF OFFSET (FT.)

TRAFFIC NOTES

- CONTRACTOR SHALL PROVIDE AND INSTALL TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH PART VI OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD), MOST RECENT EDITION WITH REVISIONS DURING CONSTRUCTION.
- CONTRACTOR SHALL COVER OPEN EXCAVATIONS WITH STEEL PLATES ANCHORED PROPERLY DURING NON-WORKING HOUR AND OPEN LANES FOR NORMAL TRAFFIC FLOW.
- ALL TRAFFIC CONTROL DEVICES USED AT NIGHT SHALL BE REFLECTORIZED OR ILLUMINATED.
- CONTRACTOR SHALL MAINTAIN LOCAL DRIVEWAY ACCESS TO RESIDENTIAL AND COMMERCIAL PROPERTIES ADJACENT TO WORK AREA AT ALL TIMES. IF PAVEMENT DROP IS MORE THAN TWELVE INCHES (12") OR MORE.



TRAFFIC CONTROL PLAN
SHOULDER WORK



TRAFFIC CONTROL PLAN
3 LANE ROADWAY WITH RIGHT LANE CLOSED

TESINC
EST. 1980

McIntire
ACCESS TRANSMISSION SERVICES
CORP.
OUTSIDE PLANT CONSTRUCTION
IN NOBLESVILLE CRAN TO EAGLEOVAN CRAN
17845 SPRINGHILL RD
INDIANAPOLIS, INDIANA
Plant View Construction Sheet

FILE: NOBLESVILLE CRAN 1E
EAGLETOWN CRAN. DWG

FILE: NOBLESVILLE CRAN 1E
EAGLETOWN CRAN. DWG



PROJECT: 074663-002
NOBLESVILLE CRAN TO EAGLETON CRAN

INDIANAPOLIS, INDIANA

CLARIFICATION NO. QUANTITY

DATE: 8/20/2018

ENGINEER: E.T.

DRAWN BY: B.W.

REVISIONS

DATE DESCRIPTION INITIAL

11/25/2018 SEE SHEET 121 FOR

4/23/21 SEE SHEET 121 FOR

7/16/17 SEE SHEET 121 FOR

B.W.

SCALE

HORIZONTAL: 1"=40'

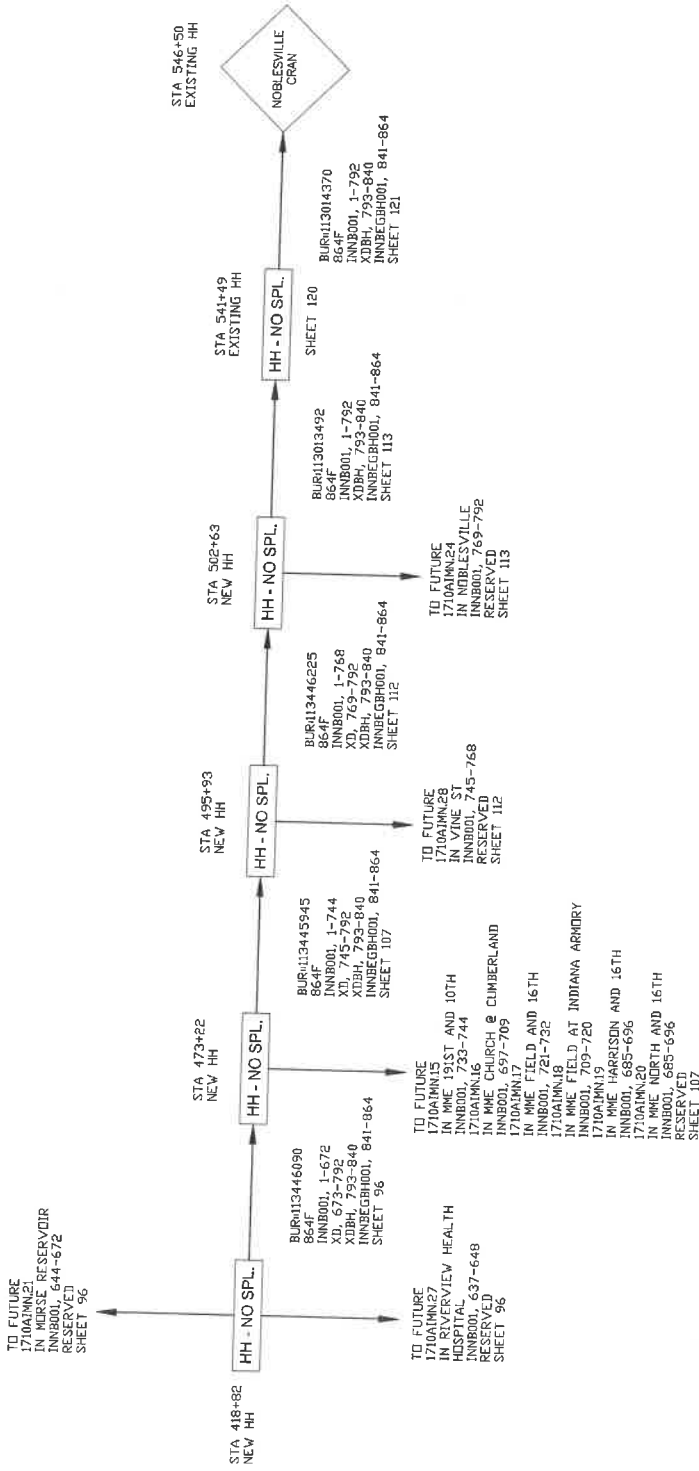
VERTICAL: 1"=40'

MP TO MP

SHEET 139 OF 121

NOBLESVILLE CRAN TO EAGLETON CRAN, IND.

SPLICE SCHEMATIC

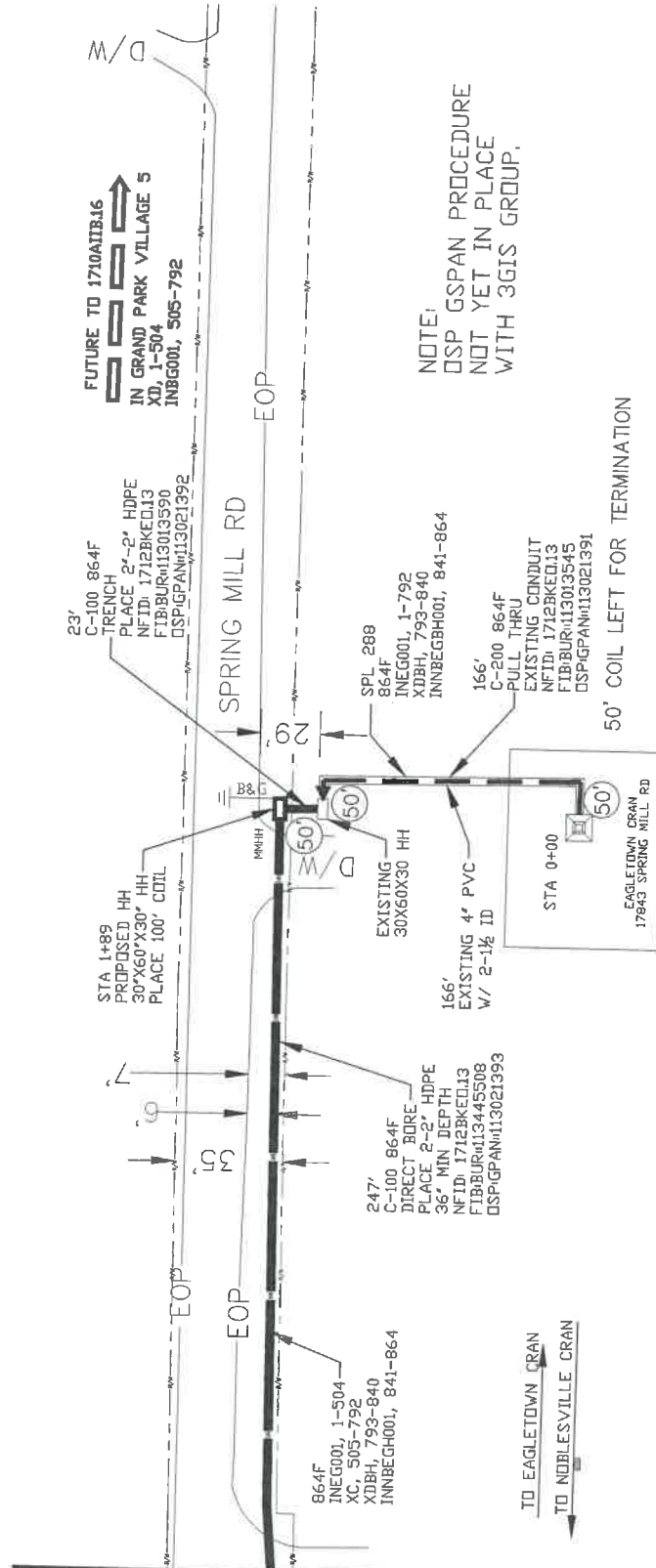


INDIANAPOLIS, INDIANA
HAMILTON COUNTY



PROJECT: 074663-002
MOBILITY CRAN TO EAGLETON CRAN
NFD: 1712BKED13
INDIANAPOLIS, INDIANA

CLARIFICATION NO.	QUANTITY
C-100	270'
C-200	166'
864F	686'
30"X60"X30" HH	2



SEE SHEET 15 TO MATCH SURVEY STA. 4+36

ACCESS TRANSMISSION SERVICES
MOBILE CRAN TO EAGLETON CRAN
INDIANAPOLIS, INDIANA
OUTSIDE PLANT CONSTRUCTION

DATE: 8/20/2018
ENGINEER: E.T.
DRAWN BY: B.W.

DATE	DESCRIPTION	INITIALS
11/27/18	REVISIONS	YES
1/29/19	REVISIONS	YES
2/16/19	REVISIONS	B.W.

SCALE
HORIZONTAL: 1"=40'
VERTICAL: 1"=40'
MP TO MP
SHEET 14 OF 121
FILE: EAGLETON CRAN.DWG



CAUTION!!!
EXIST. BURIED FIRE, TELEPHONE, CABLE, GAS, ELECTRIC, WATER,
SEWER, AND OTHER UTILITIES MAY BE LOCATED. CONTRACTOR TO VERIFY EXACT
LOCATION AND DEPTH PRIOR TO ANY DIGGING AND/OR BORING.

***** NOTE *****
UTILITY & R.O.W. REPRESENTED ON
PLANS ARE BASED ON RECORDS
CONTRACTOR TO LOCATE &
VERIFY ALL EXISTING UTILITIES
PRIOR TO CONSTRUCTION
BOUNDARY SURVEY & FIELD EXPOSURES.

CAUTION !!!
CONTRACTOR TO LOCATE &
VERIFY ALL EXISTING UTILITIES
PRIOR TO CONSTRUCTION

Know what's below.
Call before you dig.



CLARIFICATION NO.	QUANTITY
C-100	520'
864F	520'

[illegible]

ACCESS TRANSMISSION SERVICES
MCItimeiro
OUTSIDE PLANT CONSTRUCTION
INDIANAPOLIS, INDIANA
17843 SPENGLING RD
IN NOBLESVILLE CRAN TO EAGLETON CRAN
Plant View Construction Sheet

DATE: 8/20/2018
ENGINEER: E.T.
DRAWN BY: B.W.

REVISIONS		
DATE	DESCRIPTION	INITIAL
11/5/18	ADDED TO LINGUAPEDIA	TES
1/29/19	ADDED TO LINGUAPEDIA	TES
1/16/19	ADDED TO LINGUAPEDIA	B.V.

ACCEPT AS MAY BE OTHERWISE PROVIDED BY THE FACT THESE DRAWINGS AND SPECIFICATIONS SHALL REMAIN THE PROPERTY OF HILL COMMUNICATION SERVICES, INC. BOTH BEING LOANED IN STRICT CONFIDENCE AND SHALL NOT BE REPRODUCED, COPIED OR USED FOR ANY PURPOSE WITHOUT SPECIFIC WRITTEN PERMISSION.

SCALE
HORIZONTAL: 1"=40'
VERTICAL: 1"=40'

MP _____ TO MP _____
SHEET 16 OF 121
FILE NOBLESVILLE CRAN TO
EAGLETOWN CRAN. DWG

SEE SHEET 17 TO MATCH SURVEY STA. 14+73

SEE SHEET 15 TO MATCH SURVEY STA. 9+53

TO EAGLETOWN CRAN

TO NOBLESVILLE CRAN

SPRING MILL RD

100'

27'

28'

520'

C-100 864F

DIRECT BORE

PLACE 1-2' HDPE

36' MIN DEPTH

NFD: 1712BKEL13

FIBUR: 113445508

DSP: GFAN113021394

864F

INEG001, 1-504

XC, 505-792

XDBH, 793-840

INNBEGBH001, 841-864

D/W

D/W

D/W

What's before
118

CAUTION!!!
EXIST. BURIED FIBER, TELEPHONE, CATV, GAS, ELECTRIC, WATER,
SANITARY SEWER & STORM SEWER FACILITIES IN CONSTRUCTION AREA
AND HAVE NOT BEEN FIELD LOCATED. CONTRACTOR TO VERIFY EXACT
LOCATION AND DEPTH PRIOR TO ANY DIGGING AND/OR BORING.

CAUTION !!!!
CONTRACTOR TO LOCATE &
VERIFY ALL EXISTING UTILITIES
PRIOR TO CONSTRUCTION

***** NOTE*****
UTILITY & R.O.W. REPRESENTED ON
PLANS ARE BASED ON RECORDS
INFORMATION, NOT BASED ON
BOUNDARY SURVEY & FIELD EXPOSURES.

Westfield Police Department
Monthly Performance Measures Report



Board of Public Works & Safety

March 2020

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Westfield Police Department

March 2020

Events by Nature

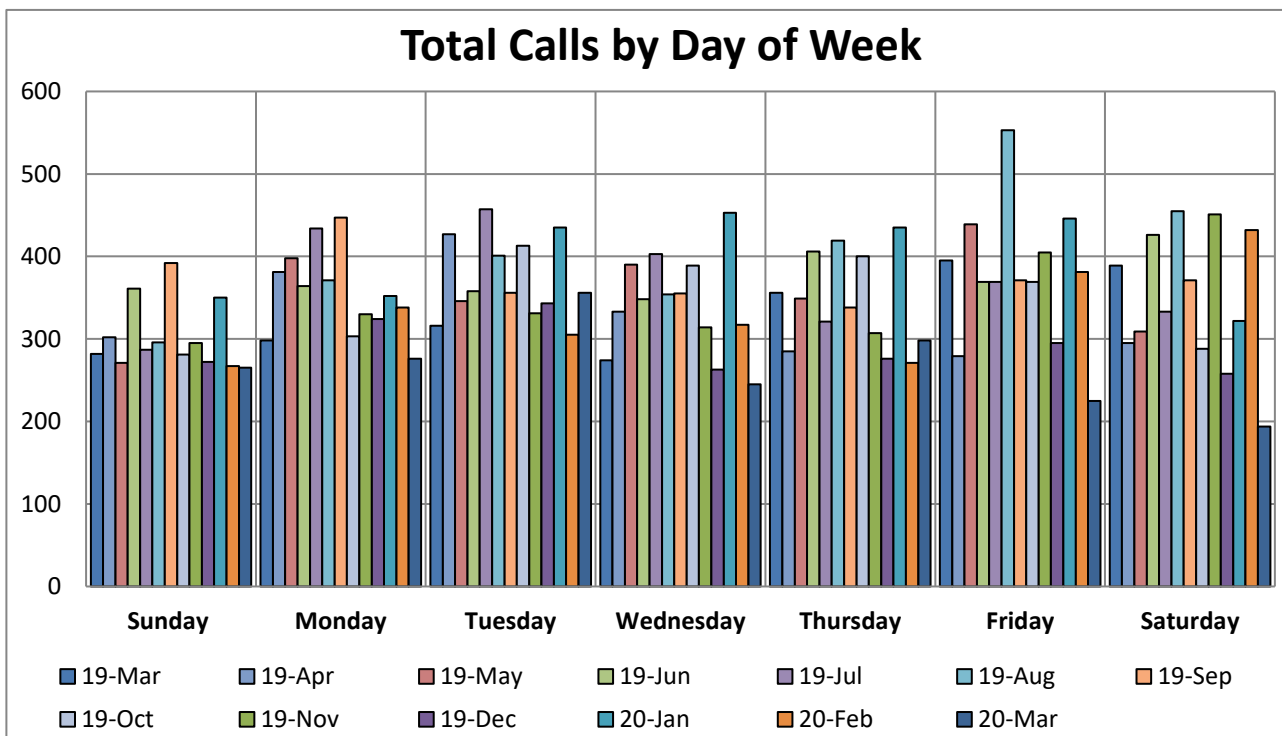
911 Hang Up	36
Abandoned Vehicle	7
Abandonment	1
Abuse / Neglect	1
Accident - Hit & Run PD	7
Accident - Hit & Run PI	0
Accident - Other	0
Accident - Property Damage	49
Accident - Personal Injury	2
Accident - Sinking Vehicle	0
Accident - Unknown	0
Accelerator Stuck	0
Active Assailant	0
Alarm - Other	0
Alarm - Vehicle	1
Alarm - Burglar	117
Alarm - Hold Up	10
Animal Bite / Attack	5
Animal Complaint	25
Assist Fire	27
Assist Other Department	16
Assist Public	12
Battery	4
Bomb Device Found	0
Bomb Threat	0
Burglary	1
Carjacking	0
Case Follow Up	85
Child Seat Inspection	0
Civil Dispute	22
Criminal Mischief	14
Damage to Property	0
Death Investigation	0
Directed Patrol	66
Disturbance	28
Driving Complaint	51
Drug Complaint	12
Drug Lab	0
Escort	0
Fight	0
Firearms Shots Fired	3
Found / Lost Property	15
Found Person	0
Fraud Prescription	1
Fraud / Deception	12
Harassment	26
Intoxicated Person	6

Investigation	3
Juvenile Complaint	6
K9 Detail	2
Kidnapping	0
Lock Out	37
Loud Party	3
Mental Emotional - Violent	2
Mental Person	6
Miscellaneous	20
Missing Person	0
Missing Person - PLS	0
Nuisance	1
Ordinance Misc.	15
Parking Complaint	15
Physical Disturbance	19
Product Contamination	0
Reckless Activity	1
Road Rage	2
Robbery	0
Runaway	2
School Patrol	136
Security Check	1
Sex Offense	3
Shooting	0
Solicitor	1
Special Detail	0
Stabbing	0
Suicide	0
Suspicious Activity	66
Suspicious Package	0
Test	0
Theft	30
Theft - From a Vehicle	10
Theft - of a Vehicle	3
Threat to Life	3
Threatening Suicide	6
Tow Release	3
Traffic Hazard	57
Transport	4
Trespassing	11
Traffic Stop	638
Unknown Call for Police	1
VIN Check	31
Wanted	3
Warrant Service	7
Weapons Complaint	2
Welfare Check	47
Total	1859

Westfield Police Department
March 2020

Total # of Calls by Day of Week

DAY	19-Mar	19-Apr	19-May	19-Jun	19-Jul	19-Aug	19-Sep	19-Oct	19-Nov	19-Dec	20-Jan	20-Feb	20-Mar
Sunday	282	302	271	361	287	296	392	281	295	272	350	267	265
Monday	298	381	398	364	434	371	447	303	330	324	352	338	276
Tuesday	316	427	346	358	457	401	356	413	331	343	435	305	356
Wednesday	274	333	390	348	403	354	355	389	314	263	453	317	245
Thursday	356	285	349	406	321	419	338	400	307	276	435	271	298
Friday	395	279	439	369	369	553	371	369	405	295	446	381	225
Saturday	389	295	309	426	333	455	371	288	451	258	322	432	194
TOTAL	2310	2302	2502	2632	2604	2849	2630	2443	2433	2031	2793	2311	1859

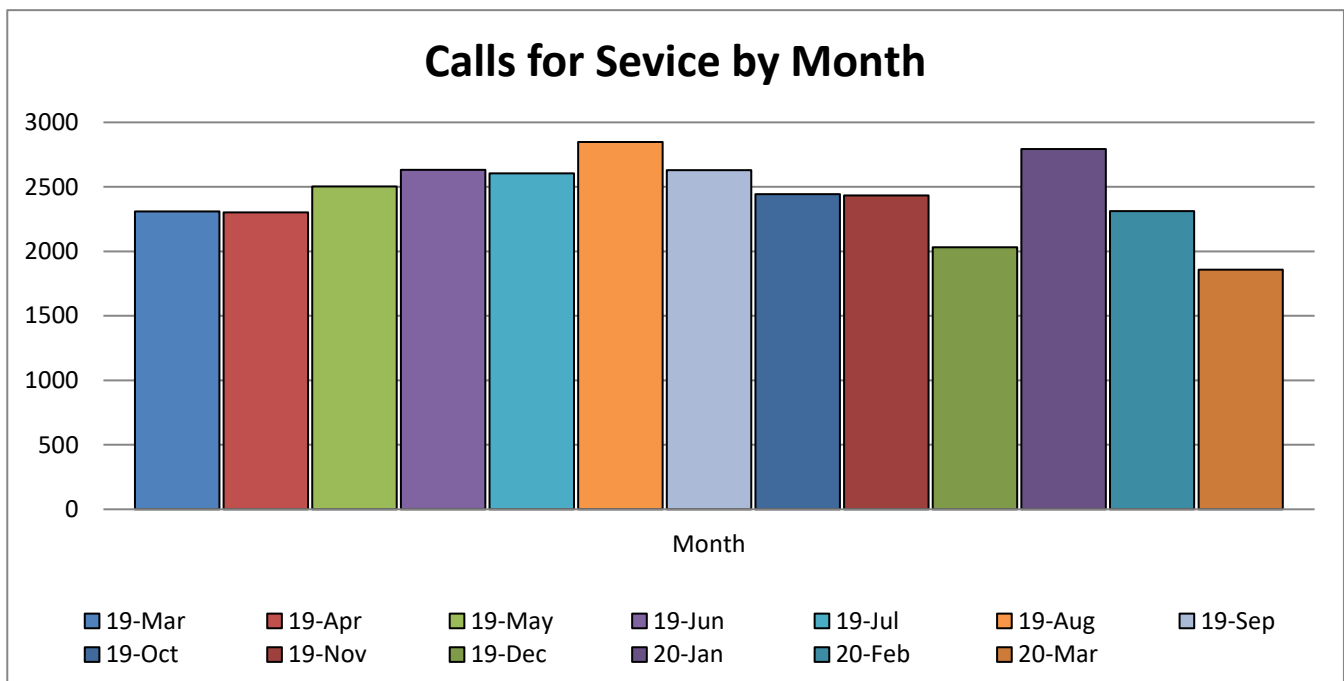


Westfield Police Department
March 2020

Total # of Calls by Hour of Day

HOUR	19-Mar	19-Apr	19-May	19-Jun	19-Jul	19-Aug	19-Sep	19-Oct	19-Nov	19-Dec	20-Jan	20-Feb	20-Mar
0	105	85	121	106	99	119	116	93	102	85	97	103	78
1	71	56	85	56	80	73	83	64	55	33	66	71	31
2	45	44	59	45	42	49	59	62	49	33	49	48	41
3	61	38	39	34	39	32	62	58	35	19	48	48	29
4	32	28	18	16	20	25	32	24	26	33	45	41	10
5	25	17	25	22	23	37	40	30	43	42	51	33	29
6	36	36	24	53	57	45	42	42	27	49	35	34	48
7	49	43	84	103	71	116	90	68	77	54	71	69	86
8	111	129	160	181	136	134	128	137	142	104	184	111	107
9	139	158	173	176	160	171	155	155	172	126	185	164	114
10	128	135	155	189	152	165	175	140	144	129	156	130	119
11	96	96	135	108	127	149	132	118	141	123	157	126	93
12	104	87	120	113	127	138	108	105	123	89	141	98	101
13	133	150	120	121	123	148	106	127	131	101	142	117	100
14	118	135	128	131	159	164	126	134	131	94	166	119	119
15	110	117	121	127	131	161	120	124	99	109	165	121	114
16	109	111	131	111	117	148	132	110	99	87	124	100	88
17	106	108	144	134	96	132	109	101	100	79	66	88	92
18	180	174	137	165	182	187	176	155	196	144	176	141	96
19	161	144	121	168	161	159	154	153	171	108	186	153	97
20	89	69	82	86	79	67	90	90	60	76	107	89	74
21	68	94	94	105	120	136	108	103	98	89	95	73	43
22	107	138	109	146	172	152	139	152	100	122	147	121	63
23	127	110	117	136	131	142	148	98	112	103	134	113	87
TOTAL	2310	2302	2502	2632	2604	2849	2630	2443	2433	2031	2793	2311	1859

Westfield Police Department
March 2020



Westfield Police Department
March 2020

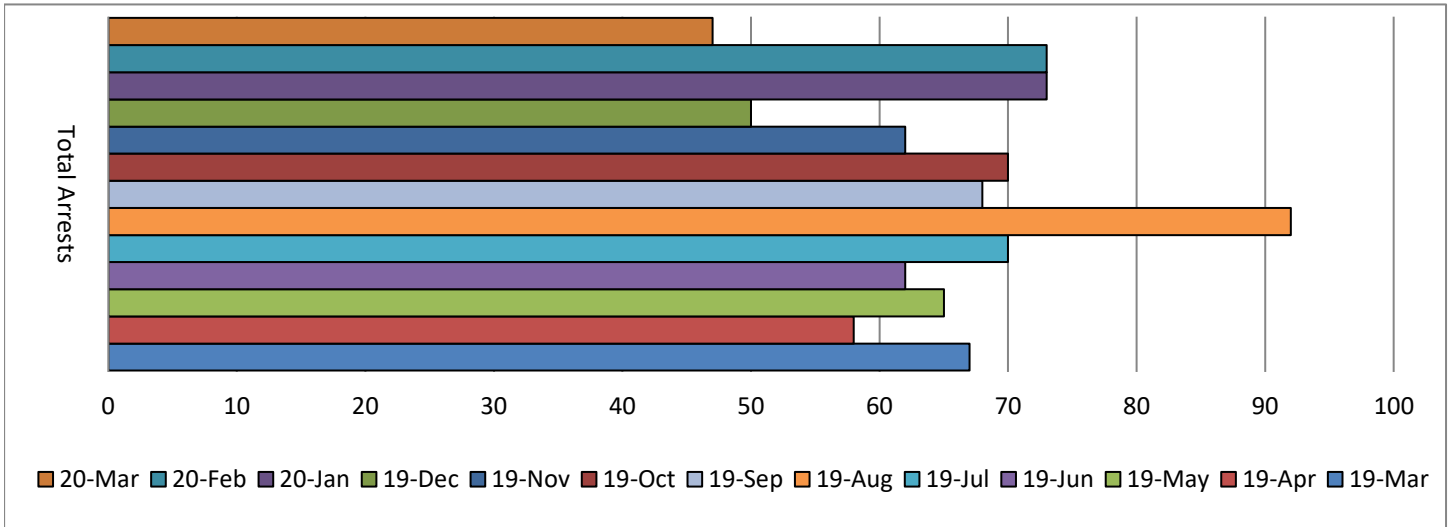
UCR OFFENSES

OFFENSE	19-Mar	19-Apr	19-May	19-Jun	19-Jul	19-Aug	19-Sep	19-Oct	19-Nov	19-Dec	20-Jan	20-Feb	20-Mar
Arson	0	0	0	0	0	1	0	0	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	0	0	2	0	1	0	0	0	0	1	-1	0	1
Robbery	2	2	0	0	0	0	0	0	2	0	0	0	0
Battery - Aggravated	1	0	0	0	0	0	1	0	1	0	0	1	3
Battery - Simple	14	9	14	18	17	14	22	9	12	15	18	22	21
Burglary	1	2	1	0	4	2	0	1	0	0	3	0	2
Theft	29	27	30	20	25	31	24	32	16	28	23	19	30
Motor Vehicle Theft	2	2	0	1	2	1	0	1	1	2	2	0	2
TOTAL	49	42	47	39	49	49	47	43	32	46	45	42	59

Westfield Police Department

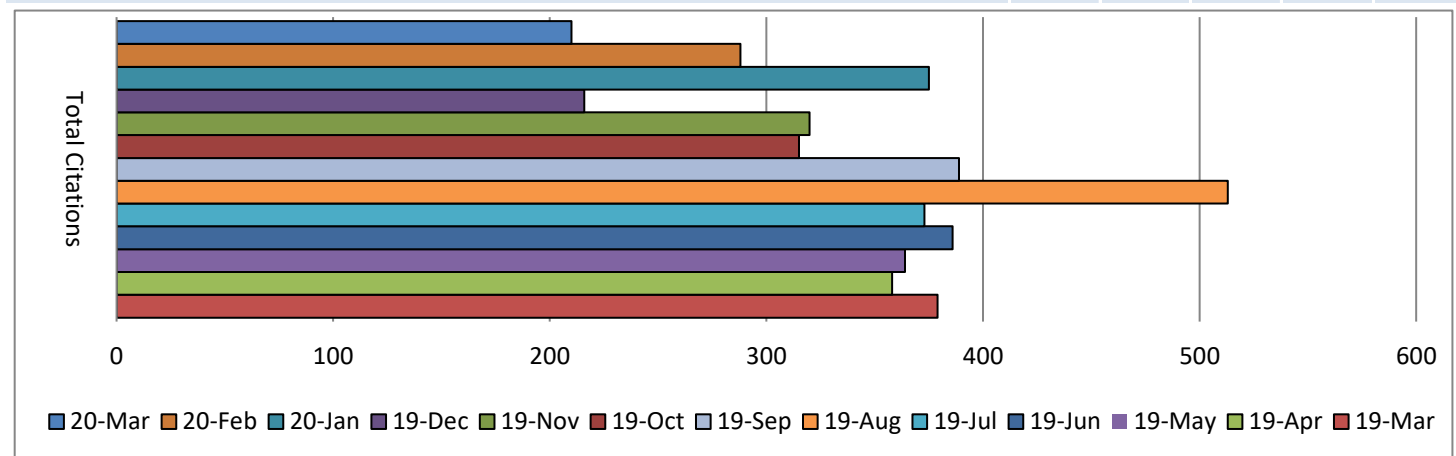
March 2020

Arrest Reports Taken	19-Mar	19-Apr	19-May	19-Jun	19-Jul	19-Aug	19-Sep	19-Oct	19-Nov	19-Dec	20-Jan	20-Feb	20-Mar
Alcohol/ Drug Related	20	20	19	28	35	35	27	22	23	18	17	20	20
Felony Charges	35	14	15	11	29	20	31	19	13	12	19	15	21
Misdemeanor Charges	70	75	81	77	89	90	86	82	84	77	63	80	79
Total Arrests	67	58	65	62	70	92	68	70	62	50	73	73	47



Traffic	19-Mar	19-Apr	19-May	19-Jun	19-Jul	19-Aug	19-Sep	19-Oct	19-Nov	19-Dec	20-Jan	20-Feb	20-Mar
Total Citations	379	358	364	386	373	513	389	315	320	216	375	288	210
Total Written Warning	979	976	973	1202	1057	1232	1167	1051	1263	805	1408	1119	612
Total Traffic Accidents	48	46	88	63	69	55	68	47	77	78	53	45	39
Property Damage	39	40	76	52	62	44	62	37	69	72	48	40	38
Personal Injury	9	6	12	11	7	10	6	10	8	6	5	5	1
Fatality	0	0	0	0	0	1	0	0	0	0	0	0	0
Hit and Run*	5	5	2	5	6	2	9	5	5	3	8	3	4

*numbers included in property damage, personal injury, and fatality accidents

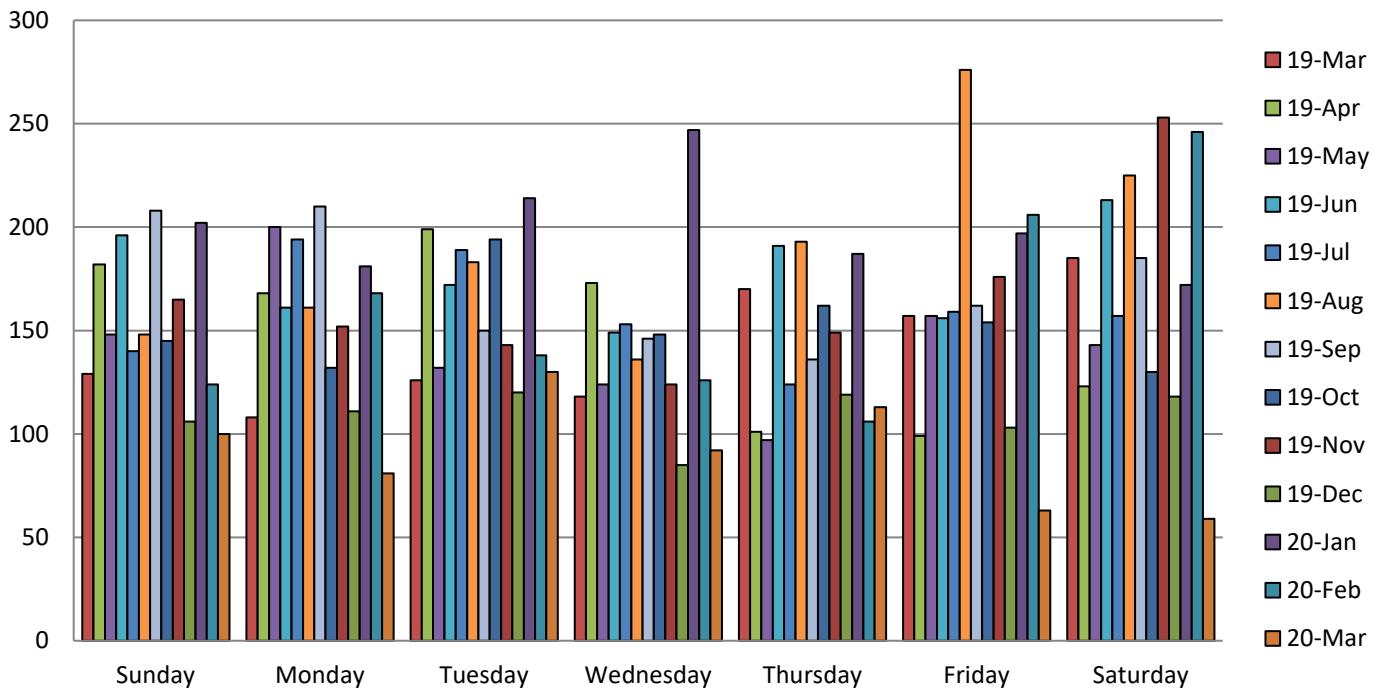


Westfield Police Department
March 2020

Traffic Stops by Day of Week

Day:	19-Mar	19-Apr	19-May	19-Jun	19-Jul	19-Aug	19-Sep	19-Oct	19-Nov	19-Dec	20-Jan	20-Feb	20-Mar
Sunday	129	182	148	196	140	148	208	145	165	106	202	124	100
Monday	108	168	200	161	194	161	210	132	152	111	181	168	81
Tuesday	126	199	132	172	189	183	150	194	143	120	214	138	130
Wednesday	118	173	124	149	153	136	146	148	124	85	247	126	92
Thursday	170	101	97	191	124	193	136	162	149	119	187	106	113
Friday	157	99	157	156	159	276	162	154	176	103	197	206	63
Saturday	185	123	143	213	157	225	185	130	253	118	172	246	59
TOTAL	993	1045	1001	1238	1116	1322	1197	1065	1162	762	1400	1114	638

Total Traffic Stops by Day of Week

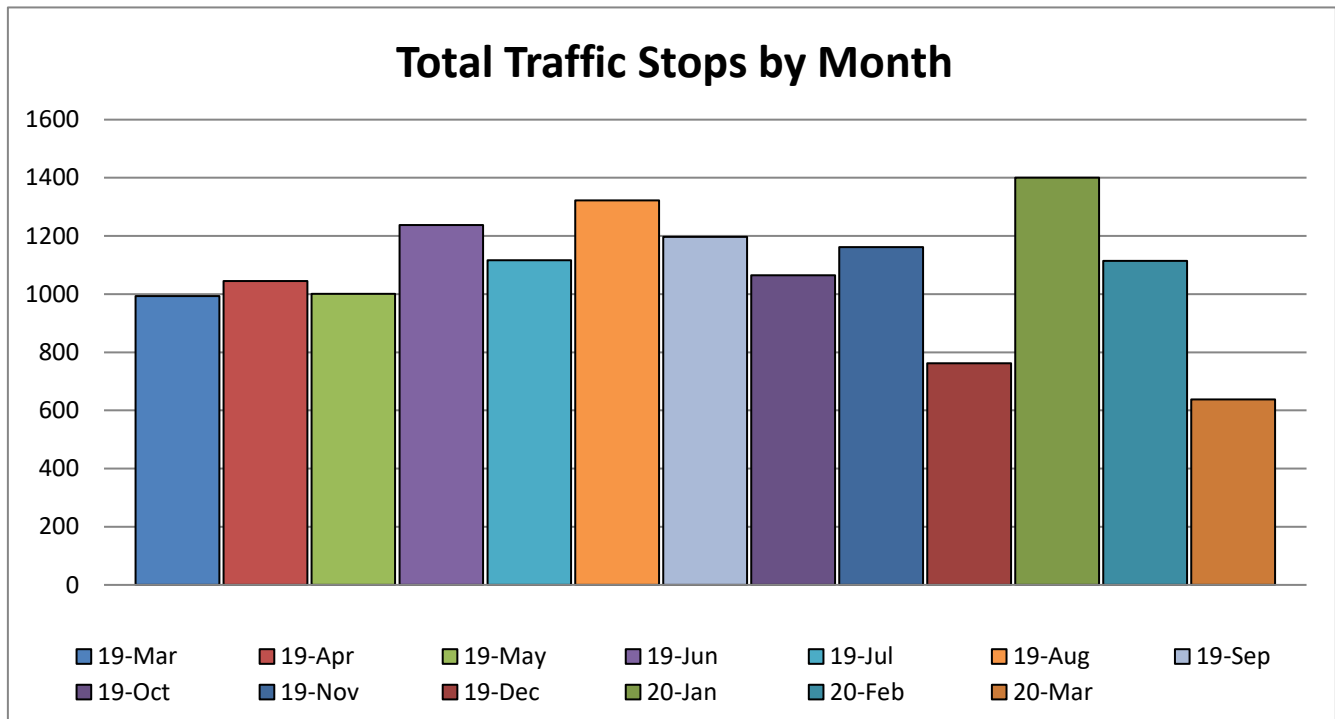


Westfield Police Department
March 2020

Traffic Stops by Hour of the Day

Hour:	19-Mar	19-Apr	19-May	19-Jun	19-Jul	19-Aug	19-Sep	19-Oct	19-Nov	19-Dec	20-Jan	20-Feb	20-Mar
0	70	50	83	77	65	73	82	51	48	43	48	55	40
1	44	32	58	32	49	46	53	29	31	20	34	41	8
2	16	24	38	29	21	29	34	30	22	9	18	24	12
3	26	12	18	20	19	14	27	23	11	5	19	21	12
4	6	10	7	3	10	8	17	4	2	4	14	21	2
5	10	7	8	11	9	17	18	10	13	22	26	15	10
6	18	14	9	27	28	26	25	22	8	18	25	15	14
7	19	11	36	48	37	54	40	37	34	11	39	31	37
8	39	61	77	105	71	69	62	75	75	46	86	62	41
9	54	78	82	112	84	71	68	73	90	52	89	88	36
10	50	61	60	104	72	76	72	59	74	52	70	63	30
11	33	37	40	36	45	60	40	50	68	44	77	59	19
12	31	33	29	28	37	59	31	45	41	25	53	40	28
13	47	55	27	41	34	55	27	43	48	23	50	49	27
14	44	50	38	51	41	73	43	49	58	26	84	57	43
15	29	42	31	38	49	69	44	47	45	30	82	47	46
16	38	30	43	25	26	55	36	25	29	21	58	28	19
17	26	30	31	25	17	28	16	21	20	16	12	19	20
18	109	96	53	76	86	81	85	72	112	70	108	74	28
19	76	81	38	101	77	76	81	83	119	54	123	92	45
20	30	19	19	22	14	16	30	25	19	21	58	40	35
21	22	50	39	45	48	63	61	49	52	31	54	29	12
22	64	91	62	86	96	98	91	81	61	66	85	67	25
23	92	71	75	96	81	106	114	62	82	53	88	77	49
TOTAL	993	1045	1001	1238	1116	1322	1197	1065	1162	762	1400	1114	638

Westfield Police Department
March 2020



Westfield Police Department
March 2020

Community Events

3/4/20	St. Maria Goretti Daisy Girls Scout Safety Talk
3/7/20	Coffee With A COP

Westfield Police Department
March 2020

Training

3/5/20	Monthly K9
3/9-10/20	The Ultimate Training Officer
3/12/20	Citizens Academy CPR
3/16-20/20	NIBRS
3/23-27/20	NIBRS

CONTRACT FOR GOODS AND SERVICES

This Contract for Goods and Services (“Vendor Contract”) is made and entered into as of the 22nd day of April 16, 2020, by and between City of Westfield (“Contracting Party”) and JND Construction, LLC (“Vendor”).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of Contracting Party and Vendor, intending to be legally bound, hereby agree as follows:

- A. **Basic Terms.** This Vendor Contract is on the following basic terms and conditions:
- (a) Goods and/or services provided by Vendor: (See Exhibit B attached hereto and made a part hereof).
 - (b) Location: Sun Park Drive between Tournament Trail and 181st Street, Westfield, Indiana 46074 (the “City Property”)
 - (c) Date by which the Services shall be completed: To start April 27th, 2020 and complete by June 26th, 2020 (the “Completion Date”).
 - (d) Purchase Price: One Hundred Nine Thousand Five Hundred Five Dollars and 90/100, \$109,511.44 (see Proposal dated 04.16.20 - Exhibit B).
 - (e) Liquidated Damages shall be assessed at \$1,000.00 per day for each day work is not complete after the specified completion dates.
 - (f) The Contracting Party provides two payment options to vendors for payment of approved invoiced amounts. They are as follows:
 - a. Option #1: Traditional – Invoices shall be payable within forty-five (45) days following Contracting Party’s receipt and approval of an invoice at the address specified below.
 - b. Option #2: Preferred – Invoices are payable within 7 days following Contracting Party’s receipt and approval of an invoice at the address specified below if vendor accepts MasterCard.
 - (g) The Contract Documents include:
 - a. This Goods and Services agreement
 - b. “Contract and Specifications for Sun Park Drive Sidewalk Construction” dated March 31, 2020 inclusive of all sections and appendixes.

Should there be any conflict within the Contract Documents, the most stringent shall govern.

- (h) Addresses:

If to Contracting Party (other than Invoices): Invoice Address:

City of Westfield
Department of Public Works
Attn: Michael Pearce
2706 East 171st Street
Westfield, Indiana 46074

mpearce@westfield.in.gov w/ CC to
ap@westfield.in.gov or
City of Westfield
Attn: Accounts Payable
2728 East 171st Street
Westfield, Indiana 46074

If to Vendor:

JND Construction, Inc.
1700 McCall Dr
Shelbyville, IN 46176

B. **Contract Terms and Conditions.** This Vendor Contract is subject to the contract Terms and Conditions set forth in paragraphs 1-26 attached hereto and made a part hereof, the Project Changes, Attachment 1, and Exhibits attached hereto and made a part hereof. Parties stipulate that this agreement supersedes any and all other contracts, agreements or understandings between the Parties related to the subject matter herein is to be read strictly as the scope set forth in this agreement. The terms and conditions of prior contract(s), including but not limited to, annual support and maintenance as well as confidentiality, are not superseded by this agreement.

C. **Amendment.** No alteration, addition, deletion or modification of the Vendor Contract shall be valid or binding unless made in accordance with the contract terms and conditions set forth in this Vendor Contract.

D. **Project Changes to the Vendor Contract documents.** Project-specific changes to this Vendor Contract are set forth in Attachment 1 to this contract. The project-specific changes modify, add to and delete from the language of this Vendor Contract. Where any language of this Vendor Contract conflicts or is inconsistent with the project-specific changes, the project-specific changes shall control and govern. Where any project-specific language of this Vendor Contract conflicts or is inconsistent with other project-specific changes, the project-specific language that is most favorable to the Contracting Party shall control and govern.

CONTRACT TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE:** Vendor has read and understands this Vendor Contract, and agrees that Vendor's written acceptance or commencement of any work or service under this agreement shall constitute Vendor's acceptance of these terms and conditions.

2. **PERFORMANCE:** Vendor hereby agrees to provide all goods and services necessary to perform the requirements of this Vendor Contract and to execute its responsibilities hereunder by following and applying at all times the highest professional and technical guidelines and standards. Contracting Party reserves the right at any time to direct changes, or cause Vendor to make changes in the goods and services or to otherwise change the scope of the work covered by this Contract with a signed Change Order executed by both parties, and Vendor agrees to make such changes promptly. Any difference in price or time for performance resulting from such changes shall be equitably adjusted by Contracting Party after receipt of documentation in such form and detail as Contracting Party may reasonably require.

3. **TIME AND PERFORMANCE:** The work and services under this Contract shall be completed no later than the Completion Date. The Vendor shall submit for Contracting Party's approval a detailed schedule for the performance of the work and services which shall include allowances for periods of time required for Contracting Party's review and approval of submissions by Vendor. Time limits established by this detailed schedule shall be consistent with the Completion Date. Time is of the essence of this Vendor Contract. If the Vendor fails to comply with Section A; Basic Terms, Paragraph c, [Completion Date], the Vendor shall be subject to any and all consequential damages unless the delays are beyond the reasonable control of the Vendor.

4. **PRICE TERMS:** All of the prices, terms and warranties granted by Vendor herein are at least as favorable to Contracting Party as those offered by Vendor to other customers purchasing similar professional services under the same material term and conditions. Vendor agrees that it will pass on to Contracting Party any discounts and/or savings for prompt payment or rebates for quantity purchasing it receives.

5. **DISCLOSURE, WARNINGS AND INSTRUCTIONS:** If requested by Contracting Party, Vendor shall furnish promptly to Contracting Party, in such form and detail as Contracting Party may direct, a list of all ingredients or components to any goods specified hereunder, including the quality or concentration thereof and any other information relating thereto. Prior to and with the delivery of any recommended goods to be purchased hereunder, Vendor agrees to furnish to Contracting Party sufficient warning and notice in writing (including appropriate labels on goods, containers and packing) of any hazardous material which is an ingredient or a party of any of the goods, together with such special handling instructions as may be necessary to advise the City of how to exercise that measure of care and precaution which will best prevent bodily injury or property damage in respect of such goods. Vendor and any subcontracted party associated with Vendor for goods and services provided by this agreement shall maintain at the job site all Material Safety Data Sheets (MSDS) for all products used on the job site. Such MSDS sheets shall be available for inspection upon request.

6. **FORCE MAJEURE:** Any delay or failure of either party to perform its obligations hereunder shall be excused if, and to the extent that it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, or court injunction; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party within ten (10) days after discovery of the cause of such delay. During the period of such delay or failure to perform by Vendor, Contracting Party, at its option, may purchase goods or services from other sources and reduce its schedules to Vendor by such quantities, without liability to Vendor, or have Vendor provide the goods from other sources in quantities and at times requested by Contracting Party at the price set forth in this Contract.

7. **LIENS:** Vendor shall not cause or permit the filing of any lien related to its services. In the event any such lien is filed and Vendor fails to remove such lien of record within thirty (30) days after the filing thereof, by payment or bonding, Contracting Party shall have the right to pay such lien or obtain such bond, all at Vendor's sole cost and expense. Vendor shall indemnify and hold harmless Contracting Party from and against any and all liability, loss, judgments, costs and expenses, including reasonable attorneys' fees, incurred by Contracting Party in connection with any such lien.

8. **DEFAULT:** In the event Vendor commits any of the following (each, a “Default”): (a) repudiates or breaches any of the terms of this Contract, including, without limitation, Vendor’s representations; (b) fails to perform services or deliver goods as specified by Contracting Party; (c) fails to make progress for reasons within the Vendors control so as to endanger timely and proper completion of services, and does not correct such failure or breach within ten (10) days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Contracting Party specifying such failure or breach; or (d) becomes insolvent, files, or has filed against it, a petition in bankruptcy, for receivership or other insolvency proceeding, makes a general assignment for the benefit of credits or (if Vendor is a partnership or corporation) dissolves, Contracting Party shall have the right (1) to terminate all or any part of this Contract, without liability to Vendor; (2) to perform or obtain, upon such terms and in such manner as it deems appropriate in its sole discretion, the services which were to be provided by Vendor and Vendor shall be liable to Contracting Party for any reasonable and immitigable excess costs above the costs of this contract incurred by Contracting Party in performing or obtaining such similar services; and (3) to exercise any other right or remedy available to Contracting Party at law or in equity and except to the extent of any betterment realized by the Contracting Party.

9. **LIMITATION OF CONTRACTING PARTY’S LIABILITY:** Vendor agrees that Vendor shall look solely to Contracting Party’s interest in and to the City property, including, without limitation, any management fee, if applicable, subject to prior rights of any mortgagee or ground lessee of the City property, for collection of any judgment (or other judicial process) requiring payment of money by Contracting Party in the event of default or breach by Contracting Party of any of the covenants, terms or conditions of this Contract to be observed or performed by Contracting Party, and that no other assets of Contracting Party shall be subject to levy, execution or other process for satisfaction of Vendor’s remedies. Vendor shall not be liable to the mortgage or ground lessee for any claims under this contract.

10. **REQUIRED INSURANCE AND INDEMNIFICATION:**

- (a) Vendor shall purchase and maintain the following insurance, with the following limits, in connection with any claims that may arise out of or result from Vendor’s operations, whether performed by Vendor or anyone for whose acts Vendor may be liable:

Worker’s Compensation	Required.
Employer’s Liability	\$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limits.
Commercial General Liability (CG0001) , including Personal Injury, Premises Operations, including explosion, collapse or underground property damage hazards, including costs to repair or replace damaged work. (The Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy).	\$1,000,000 Per Occurrence and \$2,000,000 General Aggregate.

Commercial Automobile Liability, including Owned, Non-Owned and Hired Car coverages.	\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage.
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- (b) The insurance shall be procured from companies authorized to do business in the state of Indiana. Except as otherwise expressly set forth herein, coverage shall be on an occurrence basis. All insurance procured or maintained by Vendor on which the Contracting Party is an additional insured, shall be primary. Any insurance maintained by Contracting Party shall be considered excess and non-contributory. Vendor shall permit Contracting Party to examine the actual policies upon request at the Vendor's offices where the policy is stored.
- (c) A Certificate of Insurance acceptable to Contracting Party shall be submitted to Contracting Party prior to commencement of any work hereunder, including, without limitation, a certificate issued by the Industrial Board or other appropriate agency in the State of Indiana showing that the Worker's Compensation and other employee benefit insurance is in full force and effect. Each insurer shall possess an A.M. Best's rating of no less than A-VIII as of inception of this Contract. The Certificate of Insurance shall contain a provision that coverage shall not be canceled unless at least thirty (30) days' prior written notice has been given to Contracting Party. The Certificate of Insurance shall name the Contracting Party as an additional insured with respect to all but the Worker's Compensation, Employee Liability, and Professional Liability coverage. The additional insured endorsement shall state that coverage is afforded the additional insured as primary and non-contributory. In addition, each Certificate of Insurance shall provide that the Certificate Holder is the Contracting Party, c/o City of Westfield. Vendor shall not have earned any fees nor be due any payments hereunder unless and until such Certificate of Insurance is received by Contracting Party.
- (d) Vendor shall indemnify and hold harmless Contracting Party, and its employees from and against any and all liability, claim, damage, loss or expense (including, without limitation, court costs and reasonable attorneys' fees) to the extent caused by any negligence of the Vendor, its employees or sub Vendors, in the performance of the services under this contract, but not to the extent arising directly out of the negligence of Contracting Party. This subparagraph (d) shall survive the expiration or termination of this Contract.
- (e) Without limiting anything set forth in this paragraph 10, the following additional insurance coverage limits are required for the professional engineering services specifically required by the scope of the contracted goods and services: \$1,000,000 per claim and \$1,000,000 general aggregate professional liability, with retroactive coverage to the earlier of date of execution of Contract and commencement of any work and coverage for a minimum period of two (2) years after professional services completion.
- (f) If Vendor fails to maintain the insurance as set forth herein, Contracting Party may terminate this Contract immediately or, at the option of Contracting Party,

Contracting Party may obtain insurance on the Vendor's behalf and offset the cost of insurance related to the contracted services against any payments due Vendor.

11. **SAFETY**: Vendor shall, related to the services hereunder, fully observe any and all known federal, state and local safety performance standards and all additional applicable laws, ordinances, rules, regulations and orders of public authorities having jurisdiction over the work area. Without limiting the foregoing, Vendor shall also comply with Contracting Party's Project Rules, a copy of which is attached hereto as Exhibit A and made a part hereof. Compliance with such standards, laws, ordinances, rules, regulations and orders shall be at the sole cost of Vendor. Violations can and/or will result in immediate corrective and disciplinary actions being taken, including, without limitation, termination of this Contract. If this Contract is terminated pursuant to this paragraph 11, Contracting Party shall not be required to make any further payments to Vendor except for conforming goods and services rendered prior to such termination. A safety representative employed by Contracting Party or an insurer may, from time to time, conduct safety inspections and submit safety findings. Vendor shall, at its expense, implement any reasonable abatement procedures recommended by such safety representative or insurer related to the contracted services.

12. **SETOFF**: In addition to any right of setoff provided by law, all amounts due Vendor shall be considered net of indebtedness of Vendor to Contracting Party, and Contracting Party may deduct any amounts due or to become due specific to the goods and services provided for the project from Vendor to Contracting Party and its affiliates and subsidiaries except those covered under the indemnification obligation from any sums due or to become due from Contracting Party to Vendor.

13. **DISPUTE RESOLUTION**: all claims, counterclaims disputes and other matters in question between the parties hereto arising out of or relating to this Contract, or breach thereof, shall be presented to non-binding mediation, subject to the parties agreeing on a mediator.

14. **ADVERTISING, PUBLICITY AND PUBLIC RELATIONS**: Vendor shall not, without first obtaining the express written consent of Contracting Party, in any manner advertise or publish the fact that Vendor has contracted to furnish Contracting Party the goods and services herein contracted, or use any trademarks or tradenames of the City's advertising, promotional materials or web sites. In the event of Vendor's breach of this provision, Contracting Party shall have the right to terminate the undelivered portion of any services covered by this Contract and shall not be required to make further payments except for conforming services rendered prior to cancellation.

15. **GOVERNMENT COMPLIANCE**: Vendor agrees to comply with all present federal, state and local laws, orders, rules, regulations, codes and ordinances which may be applicable to Vendor's performance of its obligations under this Contract, and all provisions required thereby to be included herein, are hereby incorporated by reference. Vendor agrees to indemnify and hold harmless Contracting Party from and against any loss, damage, liability, cost or expense (including, without limitation, attorneys' fees) resulting from any violation of such laws, orders, rules, regulations, codes or ordinances by Vendor.

16. **NO IMPLIED WAIVER**: The failure of either party at any time to require performance by the other party of any provision of this Vendor Contract shall in no way affect the right to require such performance by any time thereafter, nor shall the waiver of either party of a breach of any provision of this Contract constitute a waiver of any succeeding breach of the same or any other provision.

17. **NON-ASSIGNMENT:** Vendor shall not assign or pledge this Vendor Contract whether as collateral for a loan or otherwise and shall not delegate its obligations under this Contract without Contracting Party's express written consent.

18. **RELATIONSHIP OF PARTIES:** Vendor and Contracting Party are independent contracting parties and not agents, employees, partners, joint ventures or associates of one another, and nothing in this Contract shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Vendor shall pay all wages and appropriate expenses of its employees, including, without limitation, all federal, state and local taxes, social security taxes and other employment or personnel taxes or assessments. Contracting Party shall not be liable for any injury (including death) to any persons, or any damages to any property incurred in connection with the performance of this Contract, to the extent caused by Vendor's fault or negligence.

19. **GOVERNING LAW:** This Contract is to be construed in accordance with and governed by the laws of the State of Indiana that includes, but not limited to Indiana Code 5-16-6, 5-16-8, 5-16-9, 5-16-13, and 5-16-14.

20. **SEVERABILITY:** If any term of this Contract is invalid or unenforceable under any statute, regulation, ordinance, or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, contract or rule, and the remaining provisions of this Contract shall remain in full force and effect.

21. **NOTICE:** Any notice provided for in this Contract will be sufficient if given by certified mail return receipt requested, or by reputable overnight courier service, to the party to be notified at the address specified in the Contract. If sent electronically, the notice shall be deemed to have been given upon electronic conformation of receipt. If sent by overnight courier, the notice shall be deemed to have been given one (1) day after sending. If mailed, the notice shall be deemed to have been given on the date that is three (3) business days following mailing. Either party may change its address by giving written notice thereof to the other party.

22. **TERMINATION:** Contracting Party may terminate this Contract (a) immediately, in the event of a Default by Vendor, or (b) at any time without cause upon seven (7) days' prior written notice to Vendor. In the event of such termination, Vendor shall be entitled to receive only payment for conforming goods delivered as of the date of termination and compensation for goods and services which have been accrued pro rata as of the date of termination, after deduction of all of Contracting Party's costs and expenses, including, without limitation, attorneys' fees, incurred in connection with any Default by Vendor.

23. **ENTIRE AGREEMENT:** This Vendor Contract, together with any attachments, exhibits, or supplements, specifically referenced in this Vendor Contract, constitutes the entire agreement between Vendor and Contracting Party with respect to the matters contained herein and supersedes all prior oral or written representations and agreements. This Contract may only be modified by a written instrument executed by both parties. Each signatory that executes this Agreement on behalf of the Contracting Party stipulates that they have executed this Agreement with the proper authority duly granted to bind that respective Contracting Party.

24. **OFAC COMPLIANCE:** The Office of Foreign Assets Control (OFAC) prohibits US persons from entering into transactions with individuals, groups, and entities, such as terrorists, narcotics traffickers and those engage in activities related to the proliferation of weapons of mass destruction, collectively referred to as Specially Designated Nationals (“SDN”). If the name of Vendor or any individual in a management position with Vendor is discovered on the SDN list, published by OFAC, such discovery shall constitute a material breach of this Contract. Contracting Party shall promptly notify Vendor, which shall have three (3) days in which to provide to Contracting Party clear and convincing evidence that (a) neither Vendor nor any individual in a management position with Vendor is an SDN, (b) the transaction is authorized by OFAC or (c) a statutory exemption exists that permits Contracting Party to do business with Vendor. Should Vendor fail to do so, then Contracting Party shall terminate this Contract for cause without further notice or grace period.

25. **IRCA COMPLIANCE:** The Immigration Reform and Compliance Act of 1986 (IRCA) prohibits the employment of unauthorized aliens and requires all employers to: (1) not knowingly hire or continue to employ any person not authorized to work in the United States, (2) verify the employment eligibility of every new employee (whether the employee is a U.S. citizen or an alien), and (3) not engage in discrimination against qualified workers. The Vendor shall comply with IRCA and all other applicable federal, state and local immigration laws, regulations, Executive Orders (“other immigration laws”) and by executing this Agreement, warrants that it is in full compliance with all applicable immigration laws including, but not limited to, IRCA and has used E-Verify to pre-screen job applicants and re-verify current employees. Vendor shall not be required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists. Vendor shall immediately remove any employee known to be an unauthorized alien. Failure to comply with IRCA or other immigration laws shall constitute a material breach of this Agreement. The Vendor shall indemnify the City of Westfield against all damages, losses and expenses, including attorneys’ fees, incurred or sustained by the City of Westfield as a result of the Vendor’s failure to comply with IRCA or other immigration law. Vendor shall include this provision in any subcontracts or subordinate agreements it enters into with respect to this Agreement. Vendor shall also sign and have notarized the Affidavit of Employee Status (Attachment 2).

26. **IRAN CERTIFICATION:** Vendor hereby certifies, in accordance with I.C. 5-22-16.5-1 et seq., to have no engagement in investment activities in Iran as defined in the above cited statute.

EXECUTED this _____ day of _____, 2020.

Contracting Party:

City of Westfield
2728 East 171st Street
Westfield, Indiana 46074

Vendor:

JND Construction, Inc.
1700 McCall Dr
Shelbyville, IN 46176

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT A

Project Rules

In an effort to have COMPLETE CUSTOMER SATISFACTION, we have prepared the following Project Rules. Your personnel and all subcontracted parties shall comply with these rules without exception. Failure to follow Project Rules may be grounds for project dismissal and potentially contract termination. Following these rules will help us collectively acquire COMPLETE CUSTOMER SATISFACTION.

SITE ACCESS

- ☐ General: Vendor/Contractor (“Contractor”) shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits.
- ☐ Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
- ☐ Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to City, City's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
- ☐ Schedule deliveries to minimize use of driveways and entrances by construction operations and reduce space and time requirements for storage of materials and equipment on-site.
- ☐ Restricted Site Access: The only egress point to and from the Project area shall be as dictated by the City or authorized City’s representative. Coordinate work activities in advance.
- ☐ All construction personnel will be required to have photo identification with them at all times on the project. All construction personnel shall also carry Vendor identification with them or wear hardhats with company logo and the employee’s name visible to determine their site permissions.
- ☐ Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise, vibration, odors, or other disruption to occupied areas of the Project, as applicable.
- ☐ Notify City(s) not less than five days in advance of proposed disruptive operations. Obtain City(s) written permission before proceeding with disruptive operations.
- ☐ Perform work with least possible disturbance to occupants of existing facilities.
- ☐ Contractor shall seek approval from City or City representative before beginning any work outside of the approved project limits or area.
- ☐ Prior to commencing the Work, the Contractor shall tour the Project site to **examine and record** any existing damage to adjacent site or building improvements to serve as a basis for determination of subsequent damage due to Contractor's operations. Contractor shall submit such report to the City prior to commencing work.

LIMITED CITY OCUPANCY (If Applicable)

- ☐ The City and its partners intend to occupy parts of the Project immediately upon completion and when safe access is available. Your work must be coordinated in advance to limit the exposure of construction activities to occupants of the Project.
- ☐ Before limited City occupancy of any building, the mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, City will operate and maintain mechanical and electrical systems serving occupied portions of Work.

- ❑ On occupancy, City will assume responsibility for maintenance and custodial service for occupied portions of Work.

MATERIAL MANAGEMENT PLAN

- ❑ Contractors shall prepare a Site Utilization Plan to be submitted to the City for review and approval.
- ❑ The site use plan shall include but not be limited to the following items:
 - Material storage areas (identify material and ownership).
 - Equipment compounds.
 - Temporary utilities required
 - Trash and waste containers required for environmental disposal of waste.
 - Any other specific items requiring coordination with the City, Project partners or other trade contractors.
- ❑ Safe and protected storage of materials and equipment of the Contractor is the responsibility of the Contractor. All materials stored by the Contractor on the site are to be protected in a manner to not jeopardize their warranty or quality of material finish.

CLEAN UP

- ❑ During the progress of the Work, the Contractor shall keep the site and other areas free from accumulation of waste materials, rubbish and other debris, as provided in the contract. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations in the most environmentally sensitive manner possible. Burial of waste materials, rubbish, and other debris on the site is strictly prohibited.
- ❑ Contractor shall provide daily cleaning of their work areas including sweeping and trash/debris/rubbish removal. Contractor shall be responsible for moving trash to the designated refuse areas for disposal by others.
- ❑ At no time shall a contractor block an egress path without the expressed consent of the City or authorized City representative.
- ❑ At the completion of the Work, the Contractor shall remove from the site all tools, appliances, construction equipment, machinery, trailers, and temporary structures/utilities that they erected as well as surplus materials, rubbish and trash.

WORK HOURS

- ❑ It is the expectation of City that ALL Contractors and subcontractors limit work to normal business working hours, Monday through Friday, unless otherwise required or approved in advance by City.
- ❑ The Work of this Project shall be accomplished during normal working hours and days. Contractors planning to work on weekends or observed holidays must schedule with the authorized Owner agent, no later than 48 hours prior to the anticipated work day.
- ❑ Normal working hours and days are defined as:
 - Mondays through Fridays, 7:00 a.m. to 6:00 p.m. (typical)
 - Weekends (Saturday and Sunday), as scheduled and approved in advance by the City.
 - No work shall be performed on days of normal observance of the following holidays:
 - New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day and the Friday following
 - Christmas Day
- ❑ Requests for work on non-normal work days or outside the defined normal working hours of this project, does not constitute an approval of said request and may need to be rescheduled to provide adequate security and supervision as required by Contract.

- ❑ No use of power actuated tools or hammer drills is permitted at an occupied City building or adjacent to private residence and/or business between the hours of 7:00 AM and 5:00 PM, or as directed by City officials

PUBLIC ACCESS AND SAFETY

- ❑ Contractor is responsible to provide all safety measures required and implied as necessary to protect all persons on the Project site and all persons and public adjacent to their construction zones. It is not the responsibility of the City to specify measures to be taken.
- ❑ Comply with applicable safety and security regulations of all authorities having jurisdiction. These regulations set forth minimum requirements. Contractor shall not reduce his normal safety provisions or ignore safety regulations required by other authorities having jurisdiction where other requirements are more stringent.
- ❑ The Contractor shall provide, for coordination, and information, all material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations. Contractors must provide updated and current information as it becomes available.
- ❑ In the case of an emergency affecting the safety or protection of persons or the Work or property at the Site or adjacent areas, the Contractor shall act to prevent threat of damage, injury, or loss. The Contractor shall immediately notify the City. Within 24 hours the Contractor shall provide written notification and documentation of the event, indicating if he believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof.
- ❑ The Contractor shall designate a qualified, experienced safety representative at the Site.

SITE DECORUM

- ❑ Contractor and subcontracted employees shall conduct themselves in a professional manner in all areas of the City.
- ❑ Refrain from contact with the general public. When this cannot be avoided, Contractor's and the subcontractor's employees are to be courteous at all times.
- ❑ Proper work attire shall be required at all times on the Project. In addition to the required personal protective devices and attire required to perform work safely, all site workers are to wear clothing appropriate for the work that they are performing. Clothing with inappropriate language or pictures are strictly forbidden.
- ❑ Contractor shall control the conduct of its employees so as to prevent unwanted interaction initiated by Contractor's employees with City/Project personnel, public, other contractors and their employees, or other individuals, in the vicinity of the project site. In the event that any Contractor employee initiates such unwanted interaction, or utilizes profanity, Contractor shall, either upon request of the City or on its own initiative, replace said employee with another of equivalent technical skill, at no additional cost to the City.
- ❑ No radios, other than two-way communication type, will be allowed on the Project site.
- ❑ Smoking or the use of any tobacco products (including chew and snuff) is **NOT ALLOWED** on the Project or any City-owned properties.
- ❑ Water is allowed in Project buildings however ALL other beverages and food are only permitted in designated break areas.
- ❑ Use of any controlled substances on City's property is not permitted.
- ❑ No alcoholic beverages, illegal drugs, controlled substances or firearms of any kind are permitted on the construction site. Any persons found on the site with such in their possession will be escorted from the premises and not permitted to return.

- ❑ Fighting and horseplay on the project site are absolutely forbidden. Participants in fights will be escorted from the premises and not permitted to return.

PARKING

- ❑ Project parking is allowed at designated areas of the Project.
- ❑ Personal vehicles are to remain in provided parking areas.
- ❑ Only approved company work vehicles are allowed on the project site. This effort is dictated to prevent damage to site and other improvements and promote a safe project by minimizing project congestion.
- ❑ For Construction LOADING AND UNLOADING ONLY:
 - Contractors shall be allowed to deliver daily equipment and materials to the Project construction areas so as long that they minimize the impact and risk of damage to existing site and project improvements.
 - Delivery of materials, equipment and products associated with the completion of your scope of work must be coordinated in advance.

UTILITY COORDINATION

- ❑ All excavations shall be completed in accordance with City and OSHA standards. Due to the amount of public and private utilities in and around Grand Park, all excavations must utilize a hydro-vac when area of disruption is appropriately sized.
- ❑ Limit construction operations to those methods and procedures which will not adversely and unduly affect the working environment of City's occupied spaces, including noise, dust, odors, air pollution, ambient discomfort, poor lighting, hazards and other undesirable effects and conditions.
- ❑ Notify the City one week in advance of construction activities which will impact the occupancy and use of adjacent areas.
- ❑ Do not interrupt power, lighting, plumbing, telephone and HVAC services to occupied areas. Interruptions must be scheduled a minimum of two days in advance, receive City's approval, and be made known to users of the area a minimum of 24 hours in advance of the actual interruption.
- ❑ Contractor to connect to temporary utilities as designated by the contract documents or by the City. The Contractor will be responsible for installing and removing all temporary utilities, unless directed otherwise.
- ❑ Contractor shall be responsible for site drainage and maintaining erosion control as required.

USE OF ROADWAYS AND PATHS

- ❑ Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- ❑ Use of the City Park paths or perimeter trails, including those at Grand Park, is discouraged but we understand that in many cases cannot be avoided. Please coordinate in advance any vehicle or equipment size and weight with the City prior to mobilizing on site.
- ❑ Where materials are transported in the performance of this Work, do not load vehicles beyond the capacity recommended by the manufacturer of the vehicles or prescribed by any applicable state or local law or regulation.
- ❑ Provide protection against damage whenever it is necessary to cross existing paths, sidewalks, curbs, and gutters on the City project. Repair and make good at the expense of Contractor all damages thereto, including damage to existing utilities and paving, arising from the operations under the Contract.

- ❑ Access onto any athletic field at Sports Campus at Grand Park or onto any City owned property with irrigation installed is strongly discouraged. Contractor shall protect all playing surfaces and site utilities that could be compromised by the construction activities of the Contractor.
- ❑ Truck staging is not allowed on any City street surrounding the Project.
- ❑ Promptly clean all public right-of-ways should dirt or other debris from site be deposited on roads and streets by the Contractor or vehicles used to deliver or conduct the scope of this agreement.
- ❑ It is the responsibility of ALL Contractors to provide flag person(s) at pedestrian crossings of construction equipment at right of ways or pedestrian paths one hundred percent of the time such equipment is operating.

TRAFFIC CONTROL

- ❑ Provide temporary traffic control barriers to ensure safety of all persons and property.
- ❑ Contractor shall provide all flag person(s) necessary to maintain vehicular and pedestrian traffic affected by deliveries and work performed under their scope. All flag person(s) shall be certified through the union hall or other body having the authority to provide this training.
- ❑ Contractor shall provide traffic control for vehicular traffic leaving and entering the site.

CRANES & HOISTING

- ❑ All hoisting and cranes required to perform the scope of your work is the responsibility of the Contractor to install, provide and operate in accordance with all safety regulations of the authorities having jurisdiction. This includes all temporary hoisting required by job conditions for the installation of materials and equipment.

TEMPORARY SHORING AND BRACING

- ❑ Provide temporary shoring and bracing as required for execution of the Work. ALL shoring and bracing shall be engineered by the Contractor and comply with safety regulations of authorities having jurisdiction.

TEMPORARY BARRICADES

- ❑ Provide temporary barricades as necessary for the execution of the work. Maintain barricades in a clean and neat condition until no longer required and removal is approved or requested.
- ❑ Provide temporary barriers or partitions as required to protect any project workers or the general public from injury due to work of this project, and to protect adjacent areas of the project from spread of dust or dirt.
- ❑ When Work involves modification to an existing egress corridor within an existing building, the Contractor shall provide temporary barricades as necessary, constructed in a manner that maintains the fire resistive integrity of the affected corridor(s). Construction and placement of the barricades shall be approved by the City project representative and the authority having jurisdiction.

CONSTRUCTION SIGNAGE

- ❑ Advertising Signage: The use of Contractor/subcontractor advertising signage is strictly prohibited.
- ❑ No ground-mounted signage is allowed on the project site without the expressed written consent of the City.
- ❑ Signage is authorized on construction trailers and corporate-owned equipment and vehicles. Such signage cannot exceed 6' by 4' (24 square feet) in size. Trailers in violation shall be removed from the site by the Contractor and the Contractor shall have the site storage privileges revoked
- ❑ Signage to be fabricated from new materials and constructed from materials able to withstand construction use/abuse and exposure based upon its proposed installation location for its intended use.

❑ Project Specific Signage:

- ALL signage shall be as approved by the City and the authority having jurisdiction.
- All employee personnel informational signage shall be bilingual (English and Spanish) as requested by the City.
- All project specific signage shall include the City logo and project name incorporated into the design of each sign for the project.

TEMPORARY FACILITIES

- ❑ Erect and maintain, for duration of operations and in locations as approved, suitable temporary office facilities as required for Contractor's administration of the Work. Provide necessary sheds and facilities for the storage of tools, materials, and equipment employed in the performance of the Work. Temporary buildings shall be watertight with raised solid floors, solid sheathed and composition roofs, and adequately glazed and screened windows for light and ventilation. Temporary buildings shall be painted colors as approved. Contractor shall furnish daily janitorial service in the trailer. Provide stairs and handicapped ramp per code.

RUBBER TIRED EQUIPMENT

- ❑ Where carts, hand trucks, wheelbarrows, and similar wheeled conveyances are used in interior spaces or on finished surfaces (including synthetic turf fields) on or in any portions of any structure, equipment shall be equipped with pneumatic tires or other tire approved by the City.

REMOVAL OF TEMPORARY FACILITIES

- ❑ Temporary facilities, barricades, utilities and other construction of temporary nature shall be removed from the Project site as soon as the progress of the work will permit in the opinion of the City; and the portions of the Project site and building occupied by same shall be reconditioned and restored to original condition.
- ❑ Legally dispose of all debris resulting from removal and reconditioning operations.

VIOLATIONS

- ❑ Any violator of site restrictions will be subject to removal from the site, with recourse for schedule or cost impact.

GENERAL SAFETY PRECAUTIONS

- ❑ Safe working practices shall be observed at **all times**. The safety of your employees, the buildings and the work site is considered to be paramount. All work shall be conducted and completed by the guidelines set forth by the Federal, Local and State Authorities.
- ❑ The City of Westfield is a "Safe City". Any worker or person on a jobsite shall have 100% protection as defined by OSHA for the hazards that they may be exposed. This includes but is not limited to 100% eye protection, hard hat and hi-visibility vest at all times when on-site.
- ❑ Proper gloves are to be used to limit abrasions and cuts. Hearing protection shall be accessible to employees and used whenever exposed to noises that require such protective devices.
- ❑ Fall protection shall be worn, observed or employed when working at a height greater than 6' unless approved in writing by the City and OSHA/IOSHA. This fall protection directive is to be used at all times and includes activities utilizing articulating boom lifts, scissors lifts, ladders, scaffolding and any other activity where workers are exposed to a fall and shall comply with the provisions of OSHA and IOSHA.
- ❑ Any and all "Hot Work" shall have an appropriate fire extinguisher immediately accessible and be pre-approved by the City officials.

- ❑ All electrical service shall be properly protected with a GFCI, including the use of extension cords on permanent power.
- ❑ Eye protection shall be worn at all times when cutting, grinding, chipping, drilling or using power actuated tools.
- ❑ Safety manuals and MSDS sheets must be turned in to the assigned City representative prior to commencing work on site. These manuals are still to be maintained by the Contractor on site for use and reference by any authority having jurisdiction.
- ❑ The City of Westfield is a “Safe City”. In the event of an accident or near-miss, the employees involved may be required to perform a drug and alcohol screening prior to being able to continue working on site.

Non-compliance with the foregoing Project Rules shall result in disciplinary procedures up to and including removal from the project and termination of your contract.

EXHIBIT B

See attached Proposal dated 04.16.20

SECTION 3

PROPOSAL

CITY OF WESTFIELD, INDIANA

Sun Park Drive Sidewalk Construction

To: Westfield Public Works
2706 E. 171st Street
Westfield, Indiana 46074

Pursuant to the published "Advertisement for Bids", the undersigned has investigated the conditions affecting the cost of the proposed Sun Park Drive Sidewalk Construction and having examined the site and understanding the requirements set forth in the Contract Documents, hereby proposes to provide and furnish all labor, materials, tools, equipment and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all the above work as required by said Contract Documents, including any and all addenda now on file in the Westfield Public Works office, City of Westfield, Indiana.

Project generally includes the installation of new sidewalk along Sun Park Drive between Tournament Trail and 181st Street in Westfield, Indiana. The project will also include curb removal and replacement, ADA ramps, and driveway restoration.

The project will be awarded to the lowest and most responsible bidder based on the combined total base bid plus any accepted alternates as selected by the Owner. The program will be along Sun Park Drive in Westfield, Indiana.

The undersigned proposes to furnish all work for the construction of the Sun Park Drive Sidewalk Construction, including all labor, materials, supplies, equipment and all appurtenances necessary to complete the work as per the drawings and the specifications for the following unit prices, to wit:

Schedule – The undersigned agrees to be complete with the base bid work by June 26, 2020. If work is not completed by the specified dates above, liquidated damages will be assessed at \$500.00 per day.

Bidder acknowledges the schedule of this contract (initial): DLE 

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BASE BID ITEMIZED PROPOSAL
(SEE BREAKDOWN AT THE END OF THIS SECTION FOR FURTHER INFORMATION)

ID	ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	105-06845	CONSTRUCTION ENGINEERING	LS	1	\$ 0.00	\$ 0.00
2	110-01001	MOBILIZATION/DEMOBILIZATION	LS	1	\$ 1,850.00	\$ 1,850.00
3	201-52370	CLEARING OF RIGHT OF WAY	LS	1	\$ 500.00	\$ 500.00
4	202-02279	CURB AND GUTTER, REMOVE	LFT	180	\$ 10.44	\$ 1,878.90
5	203-02000	EXCAVATION, COMMON	CYS	420	\$ 18.04	\$ 7,576.38
6	303-01180	COMPACTED AGGREGATE NO. 53	TON	335	\$ 31.27	\$ 10,476.91
7	604-06070	SIDEWALK, CONCRETE, 4 IN.	SYS	1165	\$ 44.92	\$ 52,336.02
8	604-06070	SIDEWALK, CONCRETE, 6 IN.	SYS	72	\$ 55.40	\$ 3,988.60
9	604-08086	CURB RAMP, CONCRETE	SYS	60	\$ 79.92	\$ 4,795.25
10	604-12083	DETECTABLE WARNING SURFACES	SYS	25	\$ 294.12	\$ 7353.00
11	605-52807	CURB AND GUTTER, COMBINED	LFT	180	\$ 24.48	\$ 4,406.39
12	610-07487	HMA FOR APPROACHES, TYPE B	TON	20	\$ 355.00	\$ 7,100.00
13	611-08232	MAILBOX RELOCATION	EACH	5	\$ 330.00	\$ 1,650.00
14	621-06560	MULCHED SEEDING, TYPE U	SYS	1075	\$ 2.79	\$ 3,000.00
15	801-06203	MAINTENANCE OF TRAFFIC	LS	1	\$ 1,000.00	\$ 1,000.00
16	808-03439	TRANSVERSE MARKING, THRERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN	LFT	50	\$ 1,600.00	\$ 1,600.00
						\$32.00
						Confirmed with contractor
Total						\$ 109,511.44

Base Bid Amount in words for Sun Park Drive Sidewalk Construction:

One hundred nine thousand five hundred eleven Dollars and 44/100

This price is the sum of the quoted unit prices multiplied by the quantity for each item as shown on the above Base Bid Itemized Proposal.

The undersigned encloses herewith a certified check or cashier's check payable to the City of Westfield, Indiana or a bidder's bond binding the undersigned and surety to the City of Westfield, Indiana, in the amount of

Five (5) % - Five thousand four hundred seventy-five and 57/100

Dollars (\$ 5,475.57),

which amount is not less than five percent (5%) of the base bid as set out above, guaranteeing that the undersigned will enter into Contract for the performance of the work once the Proposal is accepted. Form 96, Contractors Bid for Public Works, of the Indiana State Board of Accounts is also properly executed and attached hereto. A Noncollusion Affidavit, as required by the statutes of the State of Indiana, is properly executed and attached hereto, if not included on the Form 96.

It is hereby agreed that this proposal shall remain in full force and effect and may not be withdrawn for a period of 90 days from the date of receiving proposals by the City of Westfield, Indiana.

Receipt of Addenda No. Appendix A - Drawing 11 x 17 is hereby acknowledged.

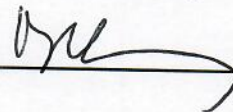
Respectfully submitted,

JND Construction, Inc.

Contractor

(Individual ☐) (Partnership ☐)
or (Corporation ☒)

By



Title

Dana L. Ewing, CEO

Dated:

Address

1700 McCall Dr

April 16, 2020

Shelbyville, IN 46176

NOTE: The legal status of the Bidder, whether as an individual, partnership, or corporation, must be indicated above, and all pertinent information as required by the Specifications must be furnished.

LIST OF SUPPLIERS / SUBCONTRACTORS
SUN PARK DRIVE SIDEWALK CONSTRUCTION
CITY OF WESTFIELD, INDIANA

<u>Subtrade</u>	<u>Proposed Subcontractor</u>	<u>Address</u>
Construction Engineering - Line Item 1 - n/a Mob/Demob - Line Item 2 - Self-Perform	JND Construction, Inc.	1700 McCall Dr Shelbyville, IN 46176
Clearing of right-of-way -Line Item 3 - Self perform	JND Construction, Inc.	1700 McCall Dr Shelbyville, IN 46176
Demo- remove curb/gutter-Line Item 4 - Self-perform Excavate Common - Line Item 5 - Self-perform	JND Construction, Inc.	1700 McCall Dr Shelbyville, IN 46176
Compacted #53 Stone - Line Item 6 - Self-perform	JND Construction, Inc.	1700 McCall Dr Shelbyville, IN 46176
Concrete - Line Item 7,8,9,10,11 - Self-perform	JND Construction, Inc.	1700 McCall Dr Shelbyville, IN 46176
HMA for approaches - Line item 12	Globe Asphalt Paving Co	PO Box 19168 Indianapolis, IN 46219
Mailbox relocation - Line Item 13 - Self-perform	JND Construction, Inc.	1700 McCall Dr Shelbyville, IN 46176
Mulched Seeding, Type U - Line Item 14	McIntire Lawn & Landscape	1325 S Clark Rd Shelbyville, IN 46176
Maintenance of Traffic - Line Item 15 - Self-perform	JND Construction, Inc.	1700 McCall Dr Shelbyville, IN 46176
Transverse Marking - Line Item 16	Otto's Parking Marking Co	2449 E Main Street Greenwood, IN 46143

The Bidder shall make an entry against each possible subtrade by naming the subtrade and the proposed subcontractor that will perform the work. The Bidder shall name all subtrades to be self-performed and label as such.

Failure by a Bidder to comply with the foregoing requirements may result in his bid being disqualified.

Attachment 1

Each addenda shall be signed to prove receipt. If no addendums, the rest of Attachment 1 to be left intentionally blank.

Attachment 2

The Affidavit of Employee Status shall be signed and notarized.

AFFIDAVIT OF EMPLOYEE STATUS

Re: Project – Sun Park Drive Sidewalk Construction

WHEREAS, the City of Westfield, Hamilton County, Indiana, hereinafter referred to as the “City” is in the process of construction work on the Sun Park Drive Sidewalk Construction, hereinafter referred to as the “Project”;

WHEREAS, JND Construction Inc, hereinafter referred to as the “Vendor”, is the general contractor of the above reference project; and

WHEREAS, it is necessary for the City to require the Vendor to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program per Indiana Code.

NOW THEREFORE, the Vendor agrees to have enrolled in and verified the work eligibility status of all newly hired employees through the E-Verify program and does not knowingly employ illegal aliens. The Vendor clearly understands the regulations and penalties stated in the Indiana Code should conflicts arise.

Signature:

Signature:

Printed Name:

Printed Name:

STATE OF INDIANA:

SS:

COUNTY OF

:

Before me the undersigned, a Notary Public in and for said State and County, personally appeared of JND Construction Inc, the general contractor and acknowledge the execution of the foregoing Affidavit of Employee Status to be a free and voluntary act and deed and for the purposes stated therein, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this _____ day of _____, 20__

Signature

Printed Name

My Commission expires _____

I am a resident of _____ County.

CITY OF WESTFIELD BY:

, Director of Public Works

STATE OF INDIANA:

SS:

COUNTY OF HAMILTON:

Before me the undersigned, a Notary Public in and for said State and County, personally appeared _____, Director of Public Works, and acknowledges the execution of the foregoing Affidavit of Employee Status to be a free and voluntary act and deed and for the purposes stated therein.

Witness my hand and Notarial Seal this _____ day of _____, 20__

Signature

Printed Name

My Commission expires _____

I am a resident of _____ County.

This instrument prepared by: Brian J. Zaiger, Attorney, Krieg-Devault Attorneys at Law, 12800 N. Meridian St. Ste. 300, Carmel, IN 46032

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 I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

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

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

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

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

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

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

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

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

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

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

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

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

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 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) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

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

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

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

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

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

4. Apprentices and Trainees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit B
Hamilton County Community Development Block Grant Program

FEDERAL CONTRACT PROVISIONS

1. *Equal Employment Opportunity*

The contractor and any subcontractors shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

2. *Rights to Inventions Made Under a Contract or Agreement*

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Invention Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

3. *Clean Air Act (42 U. S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended*

For contracts and subcontracts of amounts in excess of \$100,000 the contractor or subcontractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Agency (EPA).

4. *Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)*

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

5. *Debarment and Suspension (E.O.s 12549 and 12689)*

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

DAVIS-BACON CONTRACT PROVISIONS

All contracts for Davis-Bacon projects awarded with Indiana Housing Finance Authority Community Development Block Grant (CDBG) or HOME Investment Partnership Program (HOME) funds must contain the following provisions (in addition to those outlined in Exhibit C):

1. *Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c)*

For all contracts and subcontractors executed for projects that have been determined to require Davis-Bacon wages, the contractor or subcontractor shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

2. *Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)*

For all contracts and subcontractors executed for projects that have been determined to require Davis-Bacon wages, the contractor or subcontractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. IHFA’s grantee shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The grantee shall report all suspected or reported violations to IHFA.

3. *Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)*

For all contracts and subcontractors executed for projects that have been determined to require Davis-Bacon wages, the contractor or subcontractor shall comply with Sections 102 and 1107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Employment Eligibility Verification Certification

This Certification is submitted by the undersigned, _____, as part of the contract with Hamilton County for the project known as _____ entered into on the _____ day of _____, 20___. The undersigned affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien.

The Contractor shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. 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 all subcontractors who perform work under its contract, to certify to the Contractor that:

1. The subcontractor does not knowingly employ or contract with an unauthorized alien;
2. The subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification at least two years after the term of a contract with a subcontractor.

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

The terms of this Certification shall be incorporated within the contract between the Contractor and the County.

Witness this _____ day of _____, 2020.

Contractor: _____

Address: _____

Signature: _____, _____
Title

Printed: _____

"General Decision Number: IN20200006 02/21/2020

Superseded General Decision Number: IN20190006

State: Indiana

Construction Types: Heavy and Highway

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

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	01/24/2020
2	02/07/2020
3	02/14/2020

ASBE0008-004 07/01/2019

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

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings & finishings to all types of mechanical systems).....\$ 30.32		18.50
HAZARDOUS MATERIAL HANDLER (Includes preparation, wetings, stripping, removal, scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....\$ 25.00		13.70

ASBE0017-008 06/01/2019		

NEWTON COUNTY:

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

ASBE0018-005 06/01/2019		

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

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (includes application of all insulating		

materials, protective coverings, coatings and finishings to all types of mechanical systems).....\$ 32.20	21.38
HAZARDOUS MATERIAL HANDLER (includes preparation, wettings, stripping, removal, scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....\$ 23.00	
	14.40

ASBE0037-004 04/02/2019

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

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (includes application of all insulating materials protective coverings, coatings and finishes to all types of mechanical systems. Also the application of firestopping, material openings and penetrations in walls, floors, ceilings, curtain walls and all lead abatement.)...\$ 31.12		20.62
HAZARDOUS MATERIAL HANDLER (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....\$ 23.00		14.40

ASBE0041-002 07/01/2019

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

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....\$ 29.50		16.89
HAZARDOUS MATERIAL HANDLER		

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

ASBE0051-003 03/01/2019

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

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 25.81	16.39
HAZARDOUS MATERIAL HANDLER (includes preparation, wettings, stripping, removal, scrapping, vaccuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....	\$ 19.80	13.30

ASBE0079-002 07/01/2017

RANDOLPH AND WAYNE COUNTIES

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Includes application of all insulating materials, protective coverings, coatings & finishings to all types of mechanical systems).....	\$ 22.25	8.89
HAZARDOUS MATERIAL HANDLER (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems)).....	\$ 25.00	13.70

BRIN0003-001 06/01/2019

INDIANAPOLIS
BOONE, HANCOCK, HENDRICKS, JOHNSON, MARION, MONTGOMERY, MORGAN

and SHELBY COUNTIES

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

BRIN0004-004 06/01/2019

FORT WAYNE

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

	Rates	Fringes
BRICKLAYER (STONE MASON, MARBLE MASONS, POINTER, CLEANER, AND CAULKER).....	\$ 30.37	16.23
Terrazzo Grinder Finisher.....	\$ 27.00	12.74
Terrazzo Worker Mechanic.....	\$ 31.00	16.42
Tile Setter & Marble Mason Mechanic.....	\$ 26.88	14.26
Tile, Marble & Terrazzo Finisher.....	\$ 23.63	12.34

BRIN0004-005 06/01/2017

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

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

BRIN0004-009 06/01/2019

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 29.01	14.32
TERRAZZO FINISHER.....	\$ 20.23	10.26
TERRAZZO WORKER/SETTER.....	\$ 32.27	14.02
Tile & Marble Finisher.....	\$ 21.02	9.37
Tile, Marble Setter.....	\$ 31.61	13.92

BRIN0004-010 06/01/2019

CLARK, FLOYD, and HARRISON Counties

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS, STONEMASONS AND CEMENT MASONS.....	\$ 28.00	13.92

BRIN0004-015 08/23/2019		

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

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS, STONE MASONS and POINTER/ CLEANER/CAULKER.....	\$ 32.16	14.27
CEMENT MASON (Greene and Sullivan Counties).....	\$ 27.78	11.02
CEMENT MASON (REMAINING COUNTIES).....	\$ 31.16	14.27
TERRAZO FINISHER.....	\$ 20.23	10.26
TERRAZZO WORKER.....	\$ 32.27	14.02
TILE LAYER, MARBLE MASON, MOSAIC WORKER.....	\$ 31.61	13.92

BRIN0004-016 06/01/2019		

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

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

BRIN0006-001 06/01/2019		

JASPER, NEWTON & STARKE COUNTIES

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

BRIN0011-001 06/01/2019

LAFAYETTE

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

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

BRIN0018-002 06/01/2019

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

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

CARP0002-023 04/01/2019

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

	Rates	Fringes
CARPENTER.....	\$ 25.45	22.82

CARP0133-001 04/01/2019

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

	Rates	Fringes
CARPENTER.....	\$ 27.06	21.87

CARP0133-003 04/01/2019

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

	Rates	Fringes
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CARPENTER.....	\$ 28.17	21.87
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CARP0175-004 04/01/2019

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

Rates	Fringes
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CARPENTER.....	\$ 24.88	23.39
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CARP0215-002 04/01/2019

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

Rates	Fringes
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CARPENTER.....	\$ 28.29	20.06
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CARP0224-011 04/01/2019

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

Rates	Fringes
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CARPENTER.....	\$ 24.95	23.32
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CARP0224-012 04/01/2019

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

Rates	Fringes
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CARPENTER.....	\$ 25.30	23.37
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CARP0232-003 04/01/2019

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

Rates	Fringes
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CARPENTER.....	\$ 27.04	21.19
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CARP0301-001 04/01/2019

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

Rates	Fringes
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CARPENTER.....	\$ 26.62	21.87
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CARP0413-003 04/01/2019

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

	Rates	Fringes
CARPENTER.....	\$ 27.36	21.02

CARP0999-001 06/01/2017

JASPER, NEWTON, AND STARKE COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 37.56	26.42

CARP1016-001 04/01/2019

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

	Rates	Fringes
CARPENTER.....	\$ 26.92	21.87

CARP1076-004 04/01/2016

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

	Rates	Fringes
MILLWRIGHT.....	\$ 26.81	19.28

CARP1076-005 06/01/2017

JASPER, NEWTON, PULASKI, and STARKE Counties

	Rates	Fringes
MILLWRIGHT.....	\$ 37.66	26.42

CARP1076-006 06/01/2018

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

	Rates	Fringes
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MILLWRIGHT.....	\$ 28.18	22.39
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CARP1080-001 06/01/2018

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

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

ELEC0016-003 04/01/2019

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

	Rates	Fringes
ELECTRICIAN.....	\$ 38.02	17.61

ELEC0016-006 06/01/2019

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

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

ELEC0071-006 01/02/2019

DEARBORN, OHIO, and SWITZERLAND COUNTIES

	Rates	Fringes
Line Construction:		
Equipment Operator.....	\$ 33.62	13.46
Groundman.....	\$ 24.17	11.38
Lineman & Cable Splicers....	\$ 38.27	14.48

ELEC0153-003 06/03/2019

ELKHART, KOSCIUSKO and MARSHALL COUNTIES

	Rates	Fringes
Communication Technician.....	\$ 26.50	18.33

ELECTRICIAN.....\$ 34.67 24.27

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

ELEC0212-002 11/26/2018

DEARBORN, OHIO, and SWITZERLAND COUNTIES

	Rates	Fringes
ELECTRICIAN (Communication Technician Only).....	\$ 24.35	10.99

ELEC0212-009 06/03/2019

DEARBORN, OHIO, and SWITZERLAND COUNTIES

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

ELEC0305-003 01/01/2020

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

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

ELEC0305-004 06/01/2019

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

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

ELEC0369-005 05/29/2019

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

WASHINGTON Counties

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

ELEC0481-003 05/27/2019		

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

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

ELEC0481-004 06/01/2019		

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

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

ELEC0531-002 05/27/2019		

JASPER, PULASKI, and STARKE COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 40.15	26.45

ELEC0531-003 05/28/2018		

JASPER, PULASKI, and STARKE COUNTIES

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

ELEC0538-005 01/01/2020		

FOUNTAIN, VERMILLION, and WARREN Counties

	Rates	Fringes
ELECTRICIAN.....	\$ 35.30	21.36

ELEC0538-009 09/01/2018		

FOUNTAIN, VERMILLION, and WARREN Counties

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

ELEC0668-001 06/01/2019		

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

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

ELEC0668-002 06/01/2018		

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

	Rates	Fringes
ELECTRICIAN.....	\$ 33.60	18.52
FOOTNOTE: a. PAID HOLIDAYS: New Years Day, Memorial Day, July 4th, Labor Day, Veterans Day Thanksgiving Day and Christmas Day		

ELEC0697-003 08/26/2019

NEWTON COUNTY

	Rates	Fringes
ELECTRICIAN (Communication Technician Only).....	\$ 34.00	26.70

ELEC0697-006 05/27/2019		

NEWTON COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 41.50	29.57

ELEC0702-003 12/30/2019		

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

	Rates	Fringes
Line Construction:		
GROUNDMAN, Class A.....	\$ 28.58	29% + 7.75
GROUNDMAN-EQUIPMENT OPERATOR (All other equipment).....	\$ 36.35	29% + 7.75

HEAVY-EQUIPMENT OPERATOR

(All crawler type

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

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

ELEC0725-007 06/01/2018BROWN, CLAY, GREENE, KNOX, MONROE, OWEN, PARKE, SULLIVAN AND
VIGO COUNTIES

	Rates	Fringes
Communication Technician.....	\$ 28.10	13.68

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

ELEC0725-014 03/01/2018BROWN, CLAY, GREENE, KNOX, MONROW, OWEN, PARKE, SULLIVAN AND
VIGO COUNTIES

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

ELEC0855-002 06/01/2018BLACKFORD, DELAWARE, FAYETTE, FRANKLIN, HENRY, JAY, RANDOLPH,
UNION and WAYNE Counties

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

ELEC0855-004 06/01/2019BLACKFORD, DELAWARE, FAYETTE, FRANKLIN, HENRY, JAY, RANDOLPH,
UNION and WAYNE Counties

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

ELEC0873-001 06/01/2018

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

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

ELEC0873-002 03/01/2019		

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

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

* ELEC1393-001 12/02/2019		

REMAINING COUNTIES

	Rates	Fringes
Line Construction:		
EQUIPMENT OPERATOR 1:		
Diggers, 5th wheel type trucks, crawler type, D-4 and smaller, bucket trucks and live boom type line trucks.....		
	\$ 31.77	29%+6.75
EQUIPMENT OPERATOR 3 (Backhoes over 1/2 yard bucket capacity, cranes rated at 15 ton or more capacity) 95% J.L. rate.....		
	\$ 39.19	29%+6.75
GROUNDMAN TRUCK DRIVER.....	\$ 26.14	29%+6.75
GROUNDMAN.....	\$ 25.04	29%+6.75
LINEMAN.....	\$ 41.61	29%+6.75

ENGI0103-003 04/01/2017		

INCLUDING UNDERGROUND AND UTILITY CONSTRUCTION

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

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 34.05	17.50
GROUP 2.....	\$ 32.33	17.50
GROUP 3.....	\$ 31.41	17.50
GROUP 4.....	\$ 29.91	17.50

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Air compressors in manifold with throttle valve;
Asphalt plant engineer; Auto grade or similar type machine;

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

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

GROUP 3: Assistant plant engineer; Base paver (Jersey or similar type machine); Concrete finishing machine; Concrete mixer, less than 21 cu. ft.; Curb machine; Farm tractor, including farm tractor with all attachments except backhoe and including high lift end loaders of 1 cu. yd. capacity or less; Fire tender on boiler; Hoist, 1 drum; Operator, 5 pieces of minor equipment; Paving breaker; Power broom, self-propelled; Roller, earth and sub-base material; Slurry seal machine; Spike machine (RR); Tamper (multiple vibrating, earth and sub-base material); Throttle valve and fire tender combination on horizontal or upright boiler; Tractaire with drill; Tractor, 50 h.p. or over; Well point system; Widener, APSCO or similar type

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

 ENGI0150-009 04/01/2019

HEAVY, HIGHWAY AND RAILROAD CONSTRUCTION

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

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 30.80	28.45
GROUP 2.....	\$ 29.20	28.45
GROUP 3.....	\$ 27.90	28.45
GROUP 4.....	\$ 26.50	28.45
GROUP 5.....	\$ 23.25	28.45

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Air compressors in manifold with throttle valve; Asphalt plant engineer; Auto grade or similar type machine; Auto patrol; Automatic Sub-Grade; Backhoe or farm type tractor, 45 hp and over; Ballast regulator (RR); Barrier Wall Machine; Batch Plants (Concrete & Asphalt); Bituminous mixer; Bituminous paver; Bituminous plant engineer; Boring Machine; Bulldozer; Caisson drilling machine; Cherry picker, 15 ton or over; Chip spreader; Concrete mixer, 21 cu. ft. or over; Concrete Belt Placer; Concrete Paver; Concrete Pump (Truck Mounted); Concrete Saw (track mounted); Concrete Spreader (power driven); Core drilling machine; Crane or derrick with any attachment (including clamshell, dragline, shovel, backhoe, etc.); Curb Machine; Gutter Machine; Dredge engineer; Dredge operator; Drilling machine on which the drill is an integral part; Earthmover, rubber-tired (paddle wheel, 616, 631, TS-24 or similar type); Earthmover, rubber-tired, tandem (.50 per hr. additional for each bowl); Elevating Grader; Forklift (10 ton or over); P.C.C. Formless Paver; Gradall; Gravel Processing Plant (portable); Operator of Guard Rail Post Driver; Highlift Shovel 1-1/2 cu.yd. or over) Frame; Hoist (2 drum & over); Helicopter crew; Hydraulic boom truck; Hydraulic Excavator; Loaded-Self

propelled (belt chain wheel); Laser Screed; Locomotive operator; Mechanic; Mucking machine; P.C.C. Concrete Belt Placer; Panel board concrete plant (central mix type); Paver (Hetherington); Pavement Breaker; Pile driver, skid or crawler; Road paving mixer; Rock breaking plant; Rock crushing plant (portable); Roller (asphalt, waterbound macadam, bituminous macadam, brick surface); Roller with dozer blade; Road Widener; Root rake (tractor-mounted); Roto Mill Grinder; Self-propelled widener; Stump remover; Surface heater and planer; Tandem push tractor (\$0.50 per hour additional); Tractor, boom; Winch or hoe head; Tractor (push); Tractor with scoop; Tractor-mounted spreader; Tree mover; Trench machine, over 24"; Tug boat operator; Well drilling machine; Widener (Apsco or similar type); Winch truck with A-frame

GROUP 2: Air compressor with throttle valve or Clever Brooks type combination; Backfiller; Farm type tractor (under 45 H.P.); Cherry picker under 15 ton; Chip spreader (self-propelled); Concrete pump (trailer type); Concrete mesh depressor, independently operated; End loader under 1 1/2 cu. yd.; Excavating loader (portable); Finishing machine and bull float; Guniting machine; Hydraulic Power unit; Head greaser; Mesh or steel placer; Multiple tamping backhoe on machine (RR); Bull float (bidwell Machine); Refrigerating machine-operation; Ross Carrier; Sheepfoot roller (self-propelled); Tamper-Multiple Vibrating (Asphalt, Waterbound, Macadam, Bituminous Macadam, Brick Surface); Trench machine (24" and under); Tube float; Water Pull/Wagon; Welder

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

GROUP 4: Air compressor; Assistant to engineer, oiler; Bituminous patching tamper; Belt spreader; Broom and belt machine; Chair cart, self-propelled; Coleman-type screen; Conveyor, portable; Deck-hand Digger post hole, power-driven; Forklift, under 10 ton; Form grader; Form tamper, motor-driven; Generator; Hetherington driver; Hydra seeder; Mechanic heater; Operator, 2 pieces of minor equipment; Outboard or inboard motor boat; Power curing spraying machine; Pug mill; Pull broom, power type; Seaman tiller; Skid steer loader over 3/4 cu. yd.; Straw blower or brush mulcher; Striping machine paint, motor-driven; Sub-grader; Tractaire; Tractor, below 50 h.p.; Truck crane oiler; Spreader; Water pump

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

ENGI0150-039 06/01/2019

UNDERGROUND & UTILITY CONSTRUCTION:

JASPER, NEWTON, PULASKI AND STARKE COUNTIES:

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 41.00	36.13
GROUP 2.....	\$ 40.20	36.13
GROUP 3.....	\$ 35.90	36.13
GROUP 4.....	\$ 33.70	36.13
GROUP 5.....	\$ 28.25	36.13

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt plants (construction), Asphalt plant (permanent), Auto Patrol (Maintainer), Automatic Dry Batch Plant, Automated Concrete Placer, Automated Sub-Grader, Automated Slip Form Paver, Automated Finish Machine, Combination Backhoe Front, End Loader Machine (1/2 cu. yd.), Backhoe bucket or over or with attachments), Combination backhoe 1 cu yd, Backhoe bucket or over or with attachments, Ballast Regulator (RR), Belt Loader (stationary), Boring Machine (road), Bulldozer, Concrete Mixer(27 cu. ft. or over), Concrete Pump (truck mounted), Concrete Breaker (truck mounted and self-propelled), Core Drilling Machine, Cranes and Backhoes (all attachments), Cranes, Hammerhead, Creter Crane, Crushers (concrete, rock, recycling, etc.), Derricks , Derricks (traveling), Dredge Operator, Formless Curb and Gutter Machine (36 inches and over), Formless Curb and Gutter Machine under 36 inches, Gradall and Machines (of a like nature), Guardrail Post Driver (truck mounted), Lead Greaser, Helicopter, Highlift Shovel (3 yd. and over), Hoist (1 drum), Hoist (2, and 3 drums), Hydraulic Power Units (grouting, piledriving and extracting) Hydro or water blaster (self-propelled), Locomotive Operators, Mechanic, Welder, Mucking Machine, Panelboard Concrete Plant (central mix type), Paver (Hetherington), Pile Driver (Skid or Crawler), Road Paving Mixer, Rock Drill Crawler or Skid Rig, Rock Drill (truck Mounted), Ross Carrier, Roto Mill Grinder (36" and over), Roto mill grinder (less than 36"), Throttle Valve and Compressor or Clever Brooks Type Combination, Throttle Valve and Fireman Combination or Horizontal or Upright Boiler, Tournapull or similar type equipment, Tractor (boom), Tractor Drawn Belt Loader with attached Pusher (requires two engineers), Trench Machine, Tug Boat Operator, Wheel Excavator, Winch Tractor with "a" frame, Scoops, Turnapull or similar types machine used in Tandem (add \$1.00 to class 1 hourly rate for each machine attached there to).

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

GROUP 3: Back Filler, Bituminous Distributor, Broom and Belt Machine, Bull Float, Compressor (common receiver 2), Concrete cutter wheel type (rockwell), Concrete Finishing Machine, Concrete Spreader (power driven), Digger, Post Hole (power driven), Finishing Machine and Bull Float, Forklift, Form Grader, Form Tamper (motor driven), Hydraulic (boom truck) when used for hauling materials, Laser screed, Mutiple Tamping Machine, Paving Breaker, Roller (earth and subbase material), Roller sheepfoot (self-propelled), Sub-grader, Tamper, Mutipile Vibrating (earth and subbase material), Tractaire with Drill, Tractor (with all drawn attachements except backhoe and including Highlift, Endloader of 1 cu. yd. capacity and less.

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

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

 ENGI0181-014 04/01/2019

HEAVY AND HIGHWAY CONSTRUCTION:

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

	Rates	Fringes
Power equipment operators:		
GROUP A.....	\$ 36.50	16.50
GROUP B.....	\$ 33.85	16.50
GROUP C.....	\$ 31.72	16.50

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP A: Air compressor in manifold with throttle valve; Asphalt plant engineer; Auto grade or similar type machine; Bituminous mixer; Bituminous paver; Bituminous plant engineer; Bulldozer; Caisson drilling machine; Cherry picker, all; Ballast regulator (RR); Chip spreader, self-propelled; Cold grinder or similar type equipment; Concrete mixer, 21 cu. ft. or over; Concrete pump, truck-mounted; Core drilling machine; Crane or derrick with any attachment (including clamshell, dragline, shovel, backhoe, etc.); Dredge operator; Drilling machine on which the drill is an integral part; Earth mover, rubber-tired, tandem \$0.50 per hour additional; Elevating grader; Endloader, Hi- lift shovel; P.C.C. formless paver; Gradall; Gravel processing plant, portable; Guardrail post driver operator; Head greaser; Hi-lift shovel, endloader; Hoist (2 drums and over); Helicopter crew; Hydraulic boom truck, Keystone, Skimmer Scoop; Loader, self-propelled (belt, chain wheel); Locomotive operator; Mechanic; Mucking machine; Multi-bank drill operator; Panel board concrete plant, central mix type; Paver, Hetherington; Pile driver, skid or crawler; Road paving mixer; Rock breaking plant; Rock crushing plant, portable; Roller (asphalt, waterbound, macadam, bituminous macadam, brick surface); Roller, with dozer blade; Root rake, tractor-mounted; Stump remover, tractor-mounted; Surface heater and planer; Tandem push tractor, \$0.50 per hour additional; Tractor, boom winch or hoe head; Tractor, push; Tractor with scoop; Tractor-mounted spreader; Tree mover; Trench machine, over 24"; Tug boat operator; Welder; Well drilling machine; Self-propelled widener.

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

GROUP C: Air compressor, oiler; Automatic dry batch plant; Bituminous distributor; Bituminous patching tamper; Belt spreader; Broom and belt machine; Brush burner; Chair cart, self-propelled; Coleman-type screen; Cold grinder oiler; Concrete mixer, less than 21 cu. ft.; Conveyor, portable;

Curb machine; Deckhand; Digger (post hole, power-driven); Farm tractor, including farm tractor with all attachments (except backhoe, Hi- lift endloaders); Form grader; Form tamper, motor-driven; Generator; Gunit machine; Hetherington driver; Hydra seeder; Mechanical heater; Minor equipment operator, 1 through 4 pieces; Curing spraying machine; Power saw, concrete (power-driven); Pug mill pull broom, power type; Seaman tiller; Slurry seal machine; Spike machine; Straw blower or brush mulcher; Stripping machine (paint, motor-driven); Sub grader; Throttle valve; Tractaire with drill; Truck crane and multi-drill oiler, driver; Spreader; Water pump.

 ENGI0181-015 04/01/2019

SEWER WATERLINE & UTILITY CONSTRUCTION:

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

	Rates	Fringes
Power equipment operators:		
GROUP A.....	\$ 34.98	16.50
GROUP B.....	\$ 26.85	16.45

SEWER WATERLINE & UTILITY CONSTRUCTION

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

GROUP B: Air compressor, up to 900 cu. ft.; Brakeman; Bull float; Concrete mixer, over 10S and under 21S; Concrete spreader or puddler; Deck engine; Electric vibrator compactor (earth or rock); Finishing machine; Fireman; Greaser, on grease facilities servicing heavy equipment;

Material pump; Motor boats; Portable loader; Post hole digger; Power broom; Rock roller; Roller, wobble wheel (earth and rock); Spike machine (RR); Seaman tiller; Spreader rock; Sub grader; Tamping machine; Welding machine; Widener, Apsco or similar type: Bituminous distributor; Cement gun; Concrete saw; Conveyor; Deckhand oiler; Earth roller; Form grader; Generator; Guard rail driver; Heater; JLG lifts; Oiler; Paving joint machine; Power traffic signal; Scissor lift; Steam Jenny; Truck crane oiler; Vibrator; Water pump.

 ENGI0841-011 04/01/2018

HEAVY, HIGHWAY AND UTILITY CONSTRUCTION

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

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 32.50	21.15+a
GROUP 2.....	\$ 26.25	21.15+a

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Air Compressor Over 600 CU FT, Air Compressors (2), Compressors hooked in Manifold, Asphalt Plant Engineer, Auto Grade and/or C.M.I. or similar type Machine, Auto Patrol, Motor Patrol, Power Blade, Aspco Paver, Asphalt Planer, Asphalt Rollers, Asphalt Paver Operator, Concrete or Asphalt Milling Machine, Self Propelled Widener, Backhoe and/or Pavement Breaker Attachment, Self Propelled Pavement Breaker, Ballast Regulator (R.R), Bituminous Mixer, Bituminous Paver, Bituminous Plant Engineer, Bulk Cement Plant Engineer, Bulldozer, One Drum Hoist with Tower or Boom, Cableways, Tower Machines, Back Filler, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Boring Machine, Bolier Operator, Brush Mulcher, Bull Float, Finishing Machine, Power Cranes, Overhead Cranes, Truck cranes, Piledriver, Skid or Crawler, Guard Rail Post Driver, Tower Cranes, Hydro Crane, Cherry Picker, Draglines, Derricks, Shovels, Clam, Gradalls, Two Drum Machine, Concrete or Asphalt Curb Machine, Self Propelled, Concrete Mixers with Skid, Tournamixer, Concrete Pump (Truck or Skid Mounted), Concrete Plant Engineer, Soil Cement Machine, Formless Paver, Concrete Spreader, Span Saw (and similar types), Chip Spreader, Mesh Placer, Dredging Equipment or Dredge Engineer or Dredge Operator, Tug Boat Operator, Marine Scoops, Ditching Machine with Dual Attachment, Standard or Dinkey Locomotives, Drilling Machine, including Well Testing, Caissons, Shaft or any similar type Drilling Machine (Well Point Systems), 4 Point Life System (Power Lift or similar type), Mud Cat, Mucking Machine, Sull-Air, Mechanics, Welder, Head Equipment

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

GROUP 2: Air Compressor 600 cu. ft. and under, Air Tugger, Air Valves, Assistant Concrete Plant Engineer, Assistant Asphalt Plant Engineer, Asphalt Plant Fireman, Bulk Cement Plant Equipment Greaser, Concrete Mixers without Skips, Curbing Machine, Concrete Saw (Self Propelled), Conveyors, Cement Blimps, Ditching Machine under 6", Distributor Operator On trucks, Deck Hands, Elevators when used for hoisting material, Engine Tenders, Fork Lift (when used for landscaping), Farm Tractor, Fireman, Fireman on Paint or Dope Pots, Form Tamper, Form Grader, Flex Plane, Generators (two to four), or Welding Machines or Water Pumps, within 400 feet, Gunite Machine, Machine Mounted Post Hole Digger, Mude Jack, One Drum Machines without Tower or Boom, One Water Pump, One Welding Machine, Outboard or Inboard Motor Boat, Pull Broom (Power Type, Siphons and Pulsometer, Switchman, Striping and or Painting Machine (motor driven), Slurry Seal Machine, Track Jack, Temporary Heat, Throttle Valve, Tube Float, Tractaire, Wagon Drill, Multiple Tamping Machine (R.R.), Spike Machine (R.R.), Mechanical Heaters, Brush Burner, Vacuum Truck (Super Sucker and similar types).

FOOTNOTES:

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

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

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

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

wage rate.

IRON0022-001 06/01/2019

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

	Rates	Fringes
IRONWORKER.....	\$ 32.54	22.90

The following holidays shall be observed: New Year's Day,
Memorial Day, Independence Day, Labor Day, Thanksgiving Day
and the day after Thanksgiving and Christmas Day. Any
holiday which occurs on a Sunday shall be observed the
following Monday, unless the legal observance of these
holidays is changed by law.

IRON0044-010 06/01/2019

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

	Rates	Fringes
Ironworkers:		
FENCE ERECTORS.....	\$ 28.00	21.20
ORNAMENTAL.....	\$ 29.47	21.20
STRUCTURAL, MACHINERY		
MOVERS, RIGGERS.....	\$ 29.47	21.20

IRON0070-002 06/01/2019

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

	Rates	Fringes
IRONWORKER.....	\$ 29.68	22.75

IRON0070-016 06/01/2019

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

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

IRON0103-001 08/01/2019

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

	Rates	Fringes
IRONWORKER.....	\$ 29.00	23.435

IRON0147-004 06/01/2019

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.....	\$ 28.32	22.66

IRON0290-004 06/01/2019

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

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

IRON0292-005 06/01/2019

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

	Rates	Fringes
IRONWORKER.....	\$ 30.95	22.25

IRON0395-002 06/01/2019

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

	Rates	Fringes
IRONWORKER		
IRONWORKERS.....	\$ 41.03	32.34
SHEETER.....	\$ 41.28	32.34

LABO0041-003 04/01/2019		

HEAVY & HIGHWAY CONSTRUCTION

NEWTON COUNTY

	Rates	Fringes
LABORERS		
Group 1.....	\$ 30.79	18.78
Group 2.....	\$ 31.09	18.78
Group 3.....	\$ 31.79	18.78

LABORERS CLASSIFICATIONS (HEAVY AND HIGHWAY)

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

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

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

LAB00041-005 04/01/2018

UTILITY CONSTRUCTION

JASPER & NEWTON COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 31.32	17.23
GROUP 2.....	\$ 31.62	17.23
GROUP 3.....	\$ 32.32	17.23

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

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

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

GROUP 3: Air track and wagon drillman; Concrete barrier rail

form setter; Dynamite and powder man; General leadman;
Concrete Saw Joint Control cutting

LAB00041-006 04/01/2019

HEAVY & HIGHWAY CONSTRUCTION

JASPER & STARKE COUNTIES

	Rates	Fringes
LABORERS		
Group 1.....	\$ 28.02	18.78
Group 2.....	\$ 28.32	18.78
Group 3.....	\$ 29.02	18.78

LABORERS CLASSIFICATIONS (HEAVY AND HIGHWAY)

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

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

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

LAB00081-003 04/01/2018

UTILITY CONSTRUCTION

STARKE COUNTY

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 30.97	17.23
GROUP 2.....	\$ 31.27	17.23
GROUP 3.....	\$ 31.97	17.23

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

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

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

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

LAB00120-003 04/01/2019

UTILITTY CONSTRUCTION

MARION & SHELBY COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 24.27	15.70
GROUP 2.....	\$ 24.57	15.70
GROUP 3.....	\$ 25.27	15.70

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

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

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

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

LAB00204-003 04/01/2019

UTILITY CONSTRUCTION

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

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 24.27	15.70
GROUP 2.....	\$ 24.57	15.70
GROUP 3.....	\$ 25.27	15.70

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

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

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

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

LAB00213-003 04/01/2019

UTILITY CONSTRUCTION

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

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 24.27	15.70
GROUP 2.....	\$ 24.57	15.70
GROUP 3.....	\$ 25.27	15.70

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

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

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

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

LAB00274-005 04/01/2019

UTILITY CONSTRUCTION

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

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 24.27	15.70
GROUP 2.....	\$ 24.57	15.70
GROUP 3.....	\$ 25.27	15.70

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

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

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

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

LAB00561-015 04/01/2019

UTILITY CONSTRUCTION

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

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 24.27	15.70
GROUP 2.....	\$ 24.57	15.70
GROUP 3.....	\$ 25.27	15.70

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

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

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

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

LAB00645-005 04/01/2019

UTILITY CONSTRUCTION

ELKHART COUNTY

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 24.27	15.70
GROUP 2.....	\$ 24.57	15.70
GROUP 3.....	\$ 25.27	15.70

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

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

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

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

LAB00645-006 04/01/2019

UTILITY CONSTRUCTION

KOSCIUSKO, LAGRANGE, & MARSHALL COUNTIES

Rates	Fringes
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Laborers:

GROUP 1.....	\$ 24.27	15.70
GROUP 2.....	\$ 24.57	15.70
GROUP 3.....	\$ 25.27	15.70

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

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

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

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

LAB00741-007 04/01/2019

UTILITY CONSTRUCTION

BARTHOLOMEW, BROWN, DEARBORN, DECATUR, FRANKLIN, JACKSON, JENNINGS, JOHNSON, LAWRENCE, MARTIN, MONROE, MORGAN, OHIO, ORANGE & RIPLEY COUNTIES

Rates

Fringes

Laborers:

GROUP 1.....	\$ 24.27	15.70
GROUP 2.....	\$ 24.57	15.70
GROUP 3.....	\$ 25.27	15.70

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

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

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

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

LAB00795-004 04/01/2019

UTILITY CONSTRUCTION

CLARK, CRAWFORD, FLOYD, HARRISON, JEFFERSON, PERRY, SCOTT,
SWITZERLAND, & WASHINGTON COUNTIES

Rates

Fringes

Laborers:

GROUP 1.....	\$ 24.27	15.70
GROUP 2.....	\$ 24.57	15.70
GROUP 3.....	\$ 25.27	15.70

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

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

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

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

LAB00999-001 04/01/2017

HEAVY AND HIGHWAY CONSTRUCTION

ALL COUNTIES EXCEPT: Jasper, Newton, & Starke

Rates

Fringes

Laborers:

GROUP 1.....	\$ 23.22	14.30
GROUP 2.....	\$ 23.52	14.30
GROUP 3.....	\$ 24.22	14.30

LABORERS CLASSIFICATIONS

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

GROUP 2: Waterproofing; Handling of Creosot Lumber or like treated material (excluding railroad material); Asphalt Rakers and Lutemen; Kettlemen; Air Tool Operators and all Pneumatic Tool Operators; Air and Electric Vibrators and Chipping Hammer Operators; Earth Compactors Jackmen and Sheetmen working Ditches deeper than (6) ft.in depth; Laborers working in ditches (6) ft.in depth or deeper; Assembly of Unicrete Pump; Tile Layers (sewer or field) and Sewer Pipe Layer (metallic or non-metallic); Motor driven Wheelbarrows and Concrete Buggies; Hyster Operators; Pump Crete Assemblers; Core Drill Operators; Cement, Lime or Silica Clay Handlers (bulk or bag); Handling of Toxic Materials damaging to clothing; Pneumatic Spikers; Deck Engine and Winch Operators; Water Main and Cable Ducking (metallic and non-metallic); Screed Man or Screw Operator on Asphalt Paver; Chain and Demolition Saw Operators; Concrete Conveyor Assemblers.

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

LAB01112-003 04/01/2019

UTILITY CONSTRUCTION

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

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 24.27	15.70
GROUP 2.....	\$ 24.57	15.70
GROUP 3.....	\$ 25.27	15.70

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

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

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

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

PAIN0012-006 05/01/2019

COMMERCIAL AND INDUSTRIAL

DEARBORN, OHIO, RIPLEY AND SWITZERLAND COUNTIES:

	Rates	Fringes
PAINTER		
Bridges, Lead Abatement.....	\$ 26.30	10.20
Brush & Roller,		
Paperhanger, Drywall Taping.	\$ 25.30	10.20
Sandblasting, Waterblasting.	\$ 26.05	10.20
Spray.....	\$ 25.80	10.20

PAIN0027-005 06/01/2019

NEWTON COUNTY, West of Highway #41

	Rates	Fringes
GLAZIER.....	\$ 44.85	37.57

PAIN0047-005 06/14/2019

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

	Rates	Fringes
PAINTER		
BRIDGE WORK		
Concrete/Masonry Bridges...	\$ 26.44	13.30
Steel Bridges.....	\$ 30.50	14.50
NON-BRIDGE WORK		
Brush, Roller.....	\$ 26.03	14.50
Spray and Sand-Blasting....	\$ 27.03	14.50

PAIN0080-001 06/01/2019

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

	Rates	Fringes
PAINTER		
Brush and Roller.....	\$ 25.00	16.83
Spray and Sandblasting.....	\$ 26.00	16.83

PAIN0091-007 06/01/2019

ELKHART, FULTON, KOSCIUSKO AND MARSHALL COUNTIES

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

PAIN0118-005 06/01/2019

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

	Rates	Fringes
Painters:		
Heavy Construction		
Brush, Roller &		

Paperhanger.....	\$ 22.08	13.19
Spray, Sandblast & Waterblast.....	\$ 23.08	13.19
Highway Construction & Railroad Bridges Brush, Roller & Paperhanger.....	\$ 28.51	13.19
Spray, Sandblast & Waterblast.....	\$ 29.51	13.19

PAIN0156-001 04/01/2019

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

	Rates	Fringes
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Painters:

BRUSH & ROLLER OF MASTICS, CREOSOTES, KEWINCH KOATE, & COAL TAR EPOXY.....	\$ 28.60	16.43
BRUSH & ROLLER.....	\$ 27.60	16.43
DRYWALL FINISHERS.....	\$ 27.85	16.43
SPRAY of MASTICS CREOSOTES, KWINCH KOATE, COAL TAR EPOXY.....	\$ 29.60	16.43
SPRAY, SANDBLAST, POWER TOOLS, WATERBLAST & STEAM CLEANING.....	\$ 28.60	16.43

FOOTNOTE A:

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

PAIN0197-001 06/01/2019

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

	Rates	Fringes
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Painters:

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

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

PAIN0387-004 11/01/2017

DEARBORN, FRANKLIN, OHIO, RIPLEY, and SWITZERLAND COUNTIES

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

PAIN0460-004 06/01/2019		

JASPER, NEWTON, PULASKI, STARKE AND WHITE COUNTIES

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

PAIN0469-002 06/01/2019		

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

	Rates	Fringes
Painters:		
Brush, Roller,		
Paperhanger, & Drywall		
Finishing.....	\$ 24.36	13.80
Lead Abatement.....	\$ 27.16	13.80
Spray & Sandblast Pot		
Tenders and Ground		
Personnel.....	\$ 24.36	13.80
Spray, Sandblast, Power		
Tools, Waterblast, & Steam		
Cleaning.....	\$ 24.36	13.80

PAIN0669-001 05/01/2019		

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

	Rates	Fringes
Painters:		
Brush; Roller;		
Paperhanging; Drywall		
Finishers.....	\$ 20.50	13.69
Spray/Waterblasting;		
Sandblasting.....	\$ 21.50	13.69

PAIN1165-014 07/01/2019		

CLARK, CRAWFORD, DAVIESS, DUBOIS, FLOYD, GIBSON, HARRISION,
JEFFERSON, KNOX, MARTIN, ORANGE, PERRY, PIKE, POSEY, SCOTT,

SPENCER, VANDERBURGH, WARRICK AND WASHINGTON

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

PAIN1165-017 07/01/2019		

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

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

PAIN1165-018 07/01/2019		

JASPER and NEWTON (East of Highway #41) COUNTIES

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

PAIN1165-019 07/01/2019		

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

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

PAIN1165-022 07/01/2019		

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

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

PLAS0075-001 06/01/2017		

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

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

PLAS0075-002 06/01/2017

GREENE and SULLIVAN COUNTIES

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

PLAS0101-001 06/01/2018

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

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

PLAS0101-008 06/01/2014

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

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

PLAS0438-003 06/01/2018

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

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

PLAS0692-002 06/01/2016

AREA #46

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

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

PLAS0692-008 05/01/2017

BARTHOLOMEW, BROWN, CLARK, DEARBORN, FLOYD, JACKSON, JEFFERSON, JENNINGS, LAWRENCE, OHIO, ORANGE, RIPLEY, SCOTT, SHELBY,

SWITZERLAND, and WASHINGTON Counties

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
AREA #821.....	\$ 24.18	13.49

PLAS0692-009 04/01/2019

AREA #83

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 25.75	15.04
PLASTERER.....	\$ 25.49	11.95

PLAS0692-011 04/01/2019

AREA #83

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 25.75	15.04
PLASTERER.....	\$ 25.49	11.95

PLAS0692-015 06/01/2016

AREA #121

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

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

PLAS0692-018 06/01/2017

AREA #165

NEWTON COUNTIES

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

PLAS0692-022 06/01/2017

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
AREA #406.....	\$ 33.35	19.09

PLAS0692-023 06/01/2018

AREA #532

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 26.45	18.11
Slip Form Shift Work.....	\$ 27.45	18.11
Swinging/Suspended Scaffold.	\$ 26.70	18.11

PLAS0692-027 04/01/2019

AREA #566

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 26.50	17.66

PLUM0136-003 07/01/2019

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

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

PLUM0157-002 01/01/2020

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

Rates	Fringes
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Plumbers and Pipefitters.....	\$ 38.23	18.28
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PLUM0166-001 06/01/2019

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

	Rates	Fringes
Plumber and Steamfitter.....	\$ 36.41	17.46

PLUM0166-002 06/01/2019

ELKHART, KOSCIUSKO, and LAGRANGE COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 36.41	17.46

PLUM0172-001 05/28/2018

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

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

PLUM0210-003 06/01/2018

JASPER (to the City of Rensselaer) and NEWTON COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 40.07	24.16

PLUM0392-006 06/01/2018

DEARBORN, OHIO, RIPLEY, AND SWITZERLAND COUNTIES

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

PLUM0440-002 06/04/2018

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

	Rates	Fringes
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Plumbers and Pipefitters.....	\$ 37.67	16.79
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PLUM0440-004 06/01/2018

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

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

PLUM0502-001 08/01/2016

CLARK, FLOYD AND HARRISON COUNTIES

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

PLUM0597-004 06/01/2018

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

	Rates	Fringes
PIPEFITTER.....	\$ 48.50	31.12

ROOF0023-004 06/01/2019

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

	Rates	Fringes
ROOFER		
COMPOSITION.....	\$ 29.20	16.73
SLATE & TILE.....	\$ 30.20	16.73

ROOF0026-002 06/01/2019

JASPER AND NEWTON COUNTIES

	Rates	Fringes
ROOFER.....	\$ 37.64	20.33

ROOF0042-002 08/01/2019

DEARBORN, OHIO and RIPLEY COUNTIES

	Rates	Fringes
ROOFER.....	\$ 28.25	16.27

ROOF0075-001 05/01/2019

FAYETTE, RANDOLPH, UNION, and WAYNE Counties

	Rates	Fringes
ROOFER		
Composition.....	\$ 24.38	17.61
Slate & Tile.....	\$ 24.60	17.61

ROOF0075-002 05/01/2019

CLINTON COUNTY

	Rates	Fringes
ROOFER		
Composition.....	\$ 24.38	17.61
Slate & Tile.....	\$ 24.60	17.61

ROOF0106-006 04/01/2019

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

	Rates	Fringes
ROOFER		
COMPOSITION.....	\$ 30.30	16.52
SLATE & TILE.....	\$ 30.80	16.52

ROOF0119-002 09/01/2019

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

	Rates	Fringes
ROOFER.....	\$ 26.65	11.40

ROOF0147-002 04/01/2018

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

	Rates	Fringes
ROOFER.....	\$ 24.43	10.20

ROOF0150-002 07/01/2019

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

	Rates	Fringes
ROOFER.....	\$ 27.88	15.35

SHEE0020-003 07/01/2019

	Rates	Fringes
Sheet metal worker (HVAC Duct Work).....	\$ 30.92	24.38

SHEE0020-010 07/01/2019

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

	Rates	Fringes
SHEET METAL WORKER.....	\$ 34.95	23.40

SHEE0020-011 07/01/2019

CLINTON COUNTY

	Rates	Fringes
SHEET METAL WORKER.....	\$ 33.31	25.02

SHEE0020-024 07/01/2019

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

	Rates	Fringes
Sheet metal worker.....	\$ 34.84	21.65

TEAM0135-003 04/01/2019

REMAINING COUNTIES

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 29.66	15.94
GROUP 2.....	\$ 29.71	15.94
GROUP 3.....	\$ 29.76	15.94
GROUP 4.....	\$ 29.81	15.94
GROUP 5.....	\$ 29.86	15.94

GROUP 6.....	\$ 29.91	15.94
GROUP 7.....	\$ 29.96	15.94
GROUP 8.....	\$ 30.01	15.94
GROUP 9.....	\$ 30.06	15.94
GROUP10.....	\$ 29.51	15.94
GROUP11.....	\$ 30.06	15.94
GROUP12.....	\$ 30.16	15.94

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Single/batches axle straight trucks; Batch trucks, wet or dry 3 (34E) axle or less; Single axle Grease and maintenance truck

GROUP 2: Single axle fuel and water trucks

GROUP 3: Single axle ""dog-legs"", and tandem truck or dog-legs; Winch trucks or A-frames when used for transportation purposes; Drivers on batch trucks, wet or dry over 3 (34E) batches and tandem axle grease and maintenance truck

GROUP 4: Tandem axle fuel trucks; tandem axle water trucks; butuminous distributors (two-man)

GROUP 5: Tandem trucks over 15 tons payload; Single axle semi trucks; Farm tractors hauling material; Mixer trucks (all types); Trucks pulling tilt-top trailer single axle; Single axle low- boys; Truck-mounted pavement breakers

GROUP 6: Tandem trucks or ""dog-legs""; Semi-water Truck; Sprinkler Truck; Heavy equipment-type water wagons, 5,000 gallons and under; butuminous distributors (one-man)

GROUP 7: Tri-axle trucks; Tandem axle semi trucks; Equipment when not self-loaded or pusher loaded, such as Koehring or similar dumpsters, track trucks, Euclid bottom dump and hug bottom dump, tournatrailers, tournarockers, Acey wagons or for similar equipment (12 cu yds or less); Mobile mixer truck; Tandem Axle trucks pulling tilt-top trailer; Tandem - Axle lowboy; Tri- Axle batch Truck; Tri-Axle grease and maintenance truck

GROUP 8: Tandem-tandem semi trucks; Truck mechanics and welders; Heavy equipment-type water wagon over 5,000 gallons; Tri-Axle Trucks pulling tilt-top trailer; Low-boys, tandem-tandem axle

GROUP 9: Low-boys, tandem tri-axle; Acey wagons up to and including 3 buckets; Equipment when not self-loaded or pusher loaded, such as koehring or similar dumpsters, Track Trucks, Euclid bottom dump and hug bottom dump, Tournatrailers, Tournarockers, Acey wagons or for similar equipment (over 12 cu yds.)

GROUP 10: Pick-up trucks

GROUP 11: Helpers; Greasers; Tire men; Batch board tenders; Warehouseman

GROUP 12: Acey wagon (over 3 buckets); Quad Axle Trucks;
Articulating Dump

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

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

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

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

Union Rate Identifiers

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

005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

- a wage determination matter
- * a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

Hamilton County CDBG Program**Federal Contract Provisions****Federal Contract Provisions****GENERAL INFORMATION**

Some of the requirements of this Section 1 - General Information - are the responsibility of the Owner and/or others. The Contractor is only responsible for documents, requirements, etc. actually pertaining to the construction contract.

I. BONDING AND INSURANCE REQUIREMENTS

Grantees receiving a federal Community Development Block Grant from the Department of Commerce which requires contracting for construction or facility improvements shall follow Indiana Code requirements relating to bid guarantees, performance bonds and payment bonds, except for contracts or subcontracts exceeding \$100,000. For contracts exceeding \$100,000 the minimum requirements shall be as follows:

1. A bid guarantee from each bidder equivalent to 5% of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his/her bid by the Grantee, execute such contractual documents as may be required within the time specified.
2. A performance bond on the part of the contract for 100% of the contract price. A "performance bond" is one executed in connection with a contract to assure fulfillment of all the contractor's obligations under such contract.
3. A payment bond on the part of the contractor for 100% of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. Indiana Code requires that contracts under \$100,000 include payment and bid bonds.

(Required by Title 24 of the Code of the Federal Register as well as other selected contract provisions required by the Hamilton County Community Development Block Grant Program for CDBG-assisted grants/activities)

The following Federal Regulations, Contract Provisions and Clauses are incorporated into this agreement in their entirety, and made an integral part hereof.

1. Equal Employment Opportunity (Executive Order 11246 dated 9/24/65, as amended by Executive Order 11375 dated 10/13/67):

The contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for professional services, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any federal program involving such grant, contract, loan insurance or guarantee, the following equal opportunity clause:

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

- A. 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; rate 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 setting forth the provisions of this nondiscrimination.
- B. The contractor will, in all solicitations or advertisements 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.

- C. 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 advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules, regulations and relevant orders of the Secretary of Labor.
- E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G 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 11246 of September 14, 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 the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- H. The contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrument or subdivision of such government which does not participate in work on or under the contract.
- I. The contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- J. The contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate proceedings.

2. Minority and Women Business Enterprise Policy:

The contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract. The contractor shall establish and pursue a 10% goal for participation in the proceeds of this contract.

During the performance of this contract, the contractor agrees to comply with Executive Order 12138 entitled "Women Business Enterprise Policy" which includes, but is not limited to, creating or supporting new programs responsive to the special needs of women business enterprises, establishing incentives to promote business or business-related opportunities of women business enterprises, collecting and disseminating information in support of women business enterprise in ensuring to women business enterprises knowledge of any ready access to business-related services and resources.

- 3. Compliance in the Provision of Training, Employment and Business Opportunities:** If a recipient receives \$200,000 of assistance for housing and community development or for rehab or new construction or other public construction, Section 3 compliance applies to the whole project. If contractors and subcontractors receive contracts of \$100,000 they will be required to apply Section 3 to the "*greatest extent feasible*".
- A. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development through the Hamilton County Community Development Block Grant Program and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC, 1701,. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

4. Title VI Civil Rights Act of 1964:

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- A. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

- B. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- C. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, their sources of information and its facilities as may be determined by the Hamilton County Community Development Block Grant Program or the United States Department of Housing and Urban Development to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the awarding agency, the Hamilton County Community Development Block Grant Program, or the United States Department of Housing and Urban Development, as appropriate, and shall set forth what efforts it has made to obtain the information.
- D. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Hamilton County Community Development Block Grant Program or the United States Department of Housing and Urban Development shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
- (1) Withholding of payments to the contractor under the contract until the contractor complies; and/or,
 - (2) Cancellation, termination or suspension of the contract, in whole or in part.
- E. The contractor shall include the provisions of paragraph (A) through (E) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Hamilton County Community Development Block Grant Program or the United States Department of Housing and Urban Development may direct 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 supplier as a result of such direction, the contractor may request the Hamilton County Community Development Block Grant Program to enter into such litigation to protect the interests of the State of Indiana, and, in addition, the contractor may request the United States Department of Housing and Urban Development to enter into such litigation to protect the interests of the United States.

5. Title VIII Civil Rights Acts of 1968 (as applicable):

The contractor shall comply with Title VIII Civil Rights Acts of 1968 which prohibits discrimination in the sale or rental of dwellings (as defined), discrimination in the financing or housing, blockbusting, and discriminatory advertising; and makes it unlawful to deny any person access to, or membership or participation in, any multiple listing service or real estate broker organization for discriminatory reasons.

6. Section 109 Housing and Urban Development Act of 1974 (as applicable):

The contractor provides that no person in the United States shall on the grounds 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 under this title.

7. Section 504 Rehabilitation Act of 1973:

- A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all demotion or transfer, recruitment, advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- B. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Hamilton County Community Development Block Grant Program, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

8. Fair Housing Amendments Act of 1988 (as applicable):

The contractor shall comply with Fair Housing Amendments Act of 1988 which Amends Title VIII of the Civil Rights Act of 1968 that prohibits discrimination on the basis of race, color, religion, sex or national origin in the sale, rental and financing of dwellings. The 1988 Amendments Act extends coverage of the 1968 Act to persons with disabilities and families with children. In addition, the 1988 Amendments establish certain design and construction requirements for new multi-family housing built for first occupancy on or after March 13, 1991.

9. Age Discrimination Act of 1975:

The contractor shall comply with the Age Discrimination Act of 1975 which provides that no person, on the basis of age shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

10. Americans With Disabilities Act of 1990:

The contractor shall comply with the Americans With Disabilities Act of 1990 which provides that no person, on the basis of handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

11. Certification of Nonsegregated Facilities:

The contractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and those under his/her control. He/she certifies further that he/she will not maintain or provide for employment segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the awards of subcontracts exceeding

\$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certification in his/her files; and that he/she will forward this notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

12. Retention and Access Requirements For Records (24 CFR Part 85.42):

- A. The contractor shall comply with Retention and Access Requirements For Records (24 CFR Part 85.42) and State of Indiana records access and retention requirements, to wit:

Financial records, supporting documents, statistical records and all other records pertinent to a grant shall be retained for a period of five (5) years, with the following qualifications:

- (1) If any litigation, claim, negotiation, audits or other action is started before the expiration of the five-year period, the records shall be retained until all litigation, claim or audit findings involving the records have been resolved, or the five-year period, whichever is later.
- (2) Records of nonexpendable property acquired with federal funds shall be retained for five years after final disposition of such property.
- (3) When records are transferred to or maintained by the federal sponsoring agency, the five-year retention required is not applicable to the grantee.

- B. The five-year retention period starts from the date of issuance of a "Certification of Completion" respective to the grant by the Hamilton County Community Development Block Grant Program.
- C. The Hamilton County Community Development Block Grant Program shall request transfer of certain records to its custody from grantees when it is determined that the records possess long-term retention value. However, in order to avoid duplicate record-keeping, the Hamilton County Community Development Block Grant Program may make arrangements with grantees to retain any records that are continuously needed for joint uses.
- D. The Hamilton County Community Development Block Grant Program, the United States Department of Housing and Urban Development, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers and records of grantee and sub-grantees to make audits, examinations, excerpts and transcripts.
- E. Unless otherwise required by law, Hamilton County Community Development Block Grant Program shall not place restrictions upon grantees that will limit public access to the records of grantees that are pertinent to a grant except when the agency can demonstrate that such records must be kept confidential and would have been excepted from disclosure pursuant to the Freedom of Information Act (5 USC 552) if the records had belonged to the grantor agency.

13. Conflict of Interest (24 CFR 85.36 and 24 CFR 570.611):

The contractor shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by federal funds. No employee, officer or agent of the grantee shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Persons covered under this section include any person who is:

- (a) An employee, agent, consultant, officer, or elected or appointed official of the grantee, any designated public agency or any subrecipient agency that is receiving CDBG funds from the Hamilton County Community Development Block Grant Program;
- (b) Any member of his/her immediate family;
- (c) His or her partner; or
- (d) An organization which employs, or is about to employ, any of the above, or has a financial or other

interest in the firm selected for award.

The contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements funded with CDBG funds. To the extent permitted by state or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's officers, employees, or agents or by contractors or their agents.

No persons described in (a) through (d) above who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

14. Remedies/Sanctions or Breach of Contract Terms:

Upon written notice, the grantee may withhold payments to the contractor if the contractor shall fail to fulfill in a timely and proper manner its obligations to grantee under this contract, or if the contractor shall violate any of the conditions of this contract. The grantee shall in its written notice to contractor fully describe the nature of failure or violation by contractor, the corrective action required of contractor, and, the grantee shall allow the contractor thirty (30) days from the date of notification to correct such failure and/or violation. If such failure or violation is corrected by the contractor within thirty (30) days from the date of notification, then the grantee shall process payment(s) to the contractor. If such failure or violation is not corrected within thirty (30) days from the date of this notification, then the grantee may proceed to terminate this contract.

15. Termination of Contract for Cause - 24 CFR 85.43 (All Contracts in Excess of \$10,000):

If the contractor shall fail to fulfill in a timely and proper manner his/her obligations under this contract, or if the contractor shall continue to violate any of the covenants, agreements, or stipulations of this contract, following notices by the grantee and allowances for corrective actions specified in Paragraph 14 above, the grantee shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the contractor under this contract shall, at the option of the grantee, become the property of the grantee and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In the event the contractor disputes grantee's election to terminate this contract for cause under this paragraph, contractor may pursue equitable relief or remedy.

16. Termination for Convenience - 24 CFR 85.44 (All Contracts in Excess of \$10,000):

The grantee may terminate this contract for its convenience, at any time, by giving at least thirty (30) days notice in writing to the contractor. If the contract is terminated by the grantee as provided herein, the grantee agrees to pay the contractor, no later than thirty (30) days following the date of the written notice of contract termination by grantee. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the contractor under this contract shall, at the option of the grantee, become the property of the grantee and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

17. Changes to Contract:

The terms and conditions of this contract may be changed at any time by mutual agreement of the parties. Such modification shall be effective upon the signing by both parties of an addendum to this contract encompassing those changes. Where the addendum changes the compensation or time of performance, it shall also describe the change in scope, character or complexity of the work that is the basis for the change.

18. Contractor to Furnish Necessary Personnel Resources:

- A. The contractor represents that it has, or will secure at its own expense, all personnel required in performing the services specified in this contract. Such personnel shall not be employees of or have, as individuals, any contractual relationship with the grantee.
- B. All of the services required hereunder will be performed by the contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- C. With the exception of the work described as being subcontracted within the contract, if any, none of the work or services covered by this contract shall be subcontracted without the prior approval of the grantee. Any additional work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

19. Reports and Information:

The contractor, at such times and in such forms as the grantee or the Hamilton County Community Development Block Grant Program may require, shall furnish grantee and/or the Hamilton County Community Development Block Grant Program such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred by grantee in connection therewith, and any other matters covered by this contract.

20. Records and Audits:

The contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the grantee to assure proper accounting for all funds applicable to this contract. These records will be made available for audit purposes to the grantee or any authorized representative, and will be retained for five years after the expiration of this contract unless permission to destroy them is granted.

21. Copyright and Patent Rights:

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor. The US Department of Housing and Urban Development, the Hamilton County Community Development Block Grant Program and the grantee shall possess all rights to invention or discovery, as well as rights in data which may arise as a result of the contractor's services.

22. Compliance with State and Local Laws:

The contractor specifically agrees that in performance of the services herein enumerated, contractor and his/her employees/agents will comply with any applicable State, and Local Statutes, ordinances and regulations at the time this agreement is executed.

23. Disclosure Reports (HUD Reform Act of 1989 - 24 CFR Part 4.11):

Section 2 of the HUD Reform Act of 1989 requires that if the grantee receives \$200,000 or more in federal CDBG funds during a federal fiscal year, (October 1 - September 30), a HUD disclosure report must be completed for each contract funded in whole or in part with federal CDBG funds. A copy of all such Disclosure Reports must be submitted by the grantee to the Grants Management Office of the Hamilton County Community Development Block Grant Program within ten (10) days after contract execution. In order for the grantee to comply with this federal requirement, the grantee will provide to the contractor the prescribed format of Part IV to the HUD Disclosure Report, and the contractor agrees to furnish the grantee a completed Part IV to the HUD Disclosure Report within seven (7) days of execution of the agreement between contractor and grantee. Within such Part IV of the prescribed HUD Disclosure Report, the contractor will provide the grantee with the following minimum information:

- (1) The name of all persons who are proprietors, partners, directors or officers of the contractor and thereby have a pecuniary interest in the proceeds of the CDBG-assisted contract;

- (2) The social security account number of all proprietors listed in a. above, or the federal identification number of the partnership or corporation which is subject to the CDBG-assisted contract, as applicable;
- (3) The type of participation each individual named in a. above will have in the CDBG-assisted contract. Such participation may be listed in the Part IV of the HUD Disclosure Report as “direct”, or “passive”, whichever applies to such proprietor, partner, director or officer, as applicable; and,
- (4) The financial interest of the named individual as set forth in a. above; such interest to be expressed in dollar terms or in terms of percentage of ownership of the proprietorship, partnership, or corporation which is to receive federal CDBG funding under this contract.

24. Compliance with Copeland “Anti-Kick Back” Act:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Copeland “Anti-Kick Back” Act (18 USC 874) as supplemented in US Department of Labor regulations 29 CFR Part 3, respective to all contracts and subgrants for construction or repair services.

25. Compliance with Davis-Bacon Act:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Davis-Bacon Act (40 USC 276a to 276a-7) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of \$2,000 awarded by grantees and subgrantees.

26. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of \$2,000 awarded by grantees and subgrantees, and \$2,500 for other contracts which involve the employment of mechanics or laborers.

27. Compliance with Clean Air and Water Acts (applicable to all contracts over \$100,000):

In carrying out this agreement, the contractor agrees to comply with the requirements of Section 306 of the Federal Clean Air Act (42 USC 1857(h)), section 508 of the Clear Water Act (33 USC 1368), Executive Order 11738, and the Environmental Protection Agency regulations (40 CFR Part 15) respective to all contracts in excess of \$100,000 awarded by grantees and subgrantees. Such statutes and regulations prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency’s List of Violating Facilities. The provision shall require reporting of violations to the grantor agency and to the US Environmental Protection Agency.

28. Conservation:

In carrying out this agreement, the contractor agrees to comply with the requirements of mandatory standards and policies relating to energy efficiency which are contained in the State of Indiana’s energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act (PL 94-163, 89 Statutes 871).

29. Drug-Free Workplace Requirements:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and to certify that the contractor will comply with the drug-free workplace requirements in accordance with the Act and with HUD rules found at 24 CFR part 24, subpart F.

Signature of contractor

Attachment 3

The Invoice Cover Sheet shall be attached and filled out for all invoices submitted to the City of Westfield.



Invoice Date:	
Invoice or App Number:	

Westfield Department of Public Works
 2706 East 171st Street
 Westfield, IN 46074
AP@westfield.in.gov

Westfield Project Name:	
Westfield Project Number:	
Westfield Project Manager:	
Westfield PO Number:	

1. Original Contract Amount	
2. Change Orders/Amendments	
3. Total Contract Amount (Line 1 $\pm$ 2)	
4. Total Earned To Date	
5. Retainage (If Applicable)	
6. Total Earned Less Retainage (Line 4 less 5)	
7. Less Previous Payments (Line 6 from prior Invoice)	
8. Total Amount Payable This Invoice (Line 6 less 7)	
9. Balance to Finish, Including Retainage (Line 3 less 6)	

Please email this cover letter, along with your invoice to AP@westfield.in.gov with attention to the Westfield Project Manager associated with this project in order to expedite payment. If you need more information regarding the Westfield Project Name, Number, and PO Number, please contact the Westfield Project Manager, thank you!



April 17, 2020

To: Board of Public Works and Safety

From: Chief Joel Rush

Reference: Vehicle trades and disposal

The Westfield Police Department is seeking approval to dispose of the vehicles noted below through dealership trades. The agency will utilize credit received through the disposals to purchase additional public safety vehicles.

	Vehicle		VIN	Miles
2010	Jeep	Cherokee	1J4PR4GK1AC159722	118,103
2011	Ford	F-250	1FT7W2B63BEC36609	99,989
2011	Ford	F-150	1FTFW1EF9BKE19130	65,500
2012	Chevrolet	Tahoe	1GNLC2E00CR2292409	68,508
2012	Chevrolet	Tahoe	1GNLC2E02CR293898	99,390
2012	Chevrolet	Tahoe	1GNLC2E02CR292489	87,246
2012	Dodge	Charger	2C3CDXAT5CH181510	70,678
2012	Chevrolet	Silverado	3GCPKREA6CG248798	70,026
2012	Dodge	Charger	2C3CDXAT3CH196829	87,658
2013	Chevrolet	Tahoe	1GNLC2E02DR304089	86,499
2013	Chevrolet	Tahoe	1GNLC2E03DR300164	78,191
2013	Ford	Explorer	1FM5K8AR4DGA31255	81,815
2013	Dodge	Charger	2C3CDXAT5DH712044	111,192
2013	Chevrolet	Tahoe	1GNLC2E01DR346608	106,745
2014	Jeep	Cherokee	1C4RJFAG2EC128829	103,220
2015	Chevrolet	Tahoe	1GNLC2EC3FR609808	101,075

HWC Project No. 2019-241-S
Date: 04/14/2020 R3

PERIMETER ROAD IMPROVEMENT CONCEPT - ENGINEER'S ESTIMATE					
	ITEM NAME:	UNIT	QUANTITY	UNIT COST	AMOUNT
151st Street - Phase I (East of northern accel lane; hold centerline; 2-12' lanes, 2' stone shoulder)					
24' PAVEMENT:	COLLECTOR 1.5" SURFACE	TON	455	\$ 85.00	\$ 38,674.72
	COLLECTOR 2.5" INTERMEDIATE	TON	758	\$ 65.00	\$ 49,291.31
	COLLECTOR 2.5" BINDER	TON	758	\$ 60.00	\$ 45,499.67
	COLLECTOR 6" COMP. AGGR. (INDOT NO. 53)	TON	1820	\$ 23.00	\$ 41,859.69
	CEMENT SUBGRADE TREATMENT	SY	5515	\$ 9.00	\$ 49,636.00
	2' STONE SHOULDER	TON	790	\$ 23.00	\$ 18,169.00
DEMO EX PAVEMENT	COMMON EXCAVATION (REMOVE AND HAUL OFF EX PAVEMENT)	CY	2234	\$ 35.00	\$ 78,190.00
STRIPING	THERMOPLASTIC, SOLID, YELLOW, 4 IN	LF	2070	\$ 1.00	\$ 2,070.00
	THERMOPLASTIC, SOLID, WHITE, 4 IN	LF	4140	\$ 1.00	\$ 4,140.00
SWALES	ROADSIDE SWALE, EARTHWORK	CY	1739	\$ 10.00	\$ 17,386.67
	ROADSIDE SWALE, FINISH GRADE	LF	3912	\$ 0.75	\$ 2,934.00
MISC. ITEMS	TREE REMOVAL or PROTECTION	LS	1	\$ 1,000.00	\$ 1,000.00
	SIGNAGE ALLOWANCE	LS	1	\$ 7,500.00	\$ 7,500.00
EROSION CONTROL	SILT FENCE/MAINTENANCE	LF	4025	\$ 2.50	\$ 10,062.50
	SEED/BLANKET SWALES	SY	5367	\$ 1.35	\$ 7,245.00
	REMOVE SILT FENCE	LF	4025	\$ 0.50	\$ 2,012.50
	MAINTENANCE OF TRAFFIC (5%)	LS	1	\$ 18,783.55	\$ 18,783.55
	MOBILIZATION/DEMOBILIZATION	LS	1	\$ 3,000.00	\$ 3,000.00
	PRE-CONSTRUCTION SERVICES (10%)	LS	1	\$ 37,567.11	\$ 37,567.11
	CONTINGENCY (10%)	LS	1	\$ 43,502.17	\$ 43,502.17
151st STREET PHASE I: TOTAL					\$ 478,523.88
151st Street - Phase II (West of northern accel lane; hold centerline; 2-12' lanes, 2' stone shoulder)					
24' PAVEMENT:	COLLECTOR 1.5" SURFACE	TON	625	\$ 85.00	\$ 53,083.07
	COLLECTOR 2.5" INTERMEDIATE	TON	1041	\$ 65.00	\$ 67,654.89
	COLLECTOR 2.5" BINDER	TON	1041	\$ 60.00	\$ 62,450.67
	COLLECTOR 6" COMP. AGGR. (INDOT NO. 53)	TON	2498	\$ 23.00	\$ 57,454.61
	CEMENT SUBGRADE TREATMENT	SY	7570	\$ 9.00	\$ 68,128.00
	2' STONE SHOULDER	TON	1082	\$ 23.00	\$ 24,889.31
DEMO EX PAVEMENT	COMMON EXCAVATION (REMOVE AND HAUL OFF EX PAVEMENT)	CY	3066	\$ 35.00	\$ 107,310.00
STRIPING	THERMOPLASTIC, SOLID, YELLOW, 4 IN	LF	2832	\$ 1.00	\$ 2,832.00
	THERMOPLASTIC, SOLID, WHITE, 4 IN	LF	5664	\$ 1.00	\$ 5,664.00
SWALES	ROADSIDE SWALE, EARTHWORK	CY	2501	\$ 10.00	\$ 25,008.89
	ROADSIDE SWALE, FINISH GRADE	LF	5627	\$ 0.75	\$ 4,220.25
MISC. ITEMS	SIGNAGE ALLOWANCE	LS	1	\$ 7,500.00	\$ 7,500.00
	DRIVEWAY RESTORATION	EA	5	\$ 2,500.00	\$ 12,500.00
	DRIVEWAY CULVERTS	EA	5	\$ 5,000.00	\$ 25,000.00
	TREE REMOVAL or PROTECTION	LS	1	\$ 5,000.00	\$ 5,000.00
	CMP CULVERTS - EXTEND/REPLACE	LF	120	\$ 75.00	\$ 9,000.00
EROSION CONTROL	SILT FENCE/MAINTENANCE	LF	5626	\$ 2.50	\$ 14,065.00
	SEED/BLANKET SWALES	SY	7501	\$ 1.35	\$ 10,126.80
	REMOVE SILT FENCE	LF	5626	\$ 0.50	\$ 2,813.00
	MAINTENANCE OF TRAFFIC (5%)	LS	1	\$ 28,235.02	\$ 28,235.02
	MOBILIZATION/DEMOBILIZATION	LS	1	\$ 3,000.00	\$ 3,000.00
	PRE-CONSTRUCTION SERVICES (10%)	LS	1	\$ 56,470.05	\$ 56,470.05
	CONTINGENCY (10%)	LS	1	\$ 65,240.56	\$ 65,240.56
151st STREET - PHASE II: TOTAL					\$ 717,646.12
TOTAL					\$ 1,196,170.00

This Engineer's Estimate is an opinion of probable construction cost made on the basis of Engineer's experience and represent Engineer's judgement as a qualified professional generally familiar with the industry. However, since Engineer has no control over the cost of materials, equipment, labor or market conditions, Engineer cannot guarantee that actual construction cost will not vary from this Engineer's Estimate.

Brandon T. Burke

Brandon T. Burke, P.E.
HWC Engineering

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY March 25, 2020

The Westfield Board of Public Works and Safety met on March 25, 2020 at the Westfield Public Works Conference Room. Present were Randy Graham, Jim Ake, and Brian Zaiger Legal Counsel.

Randy Graham called the meeting to order at 1:00 PM

AGENDA ITEMS:

Action Item #1: Meeting Minutes Consideration for Approval:

Jim Ake made the motion to approve the February 26, 2020 meeting minutes as presented. Jim Ake seconded. Vote: Yes-2; No-0. Motion carried.

CONTRACTS/AGREEMENTS

Action Item #2: Midwest Paving & City of Westfield-Paving of Midland Trace Trail

Jeremy Lollar presented stating the proposal is for \$30,126.30 and would start at Mill St continuing to when finished, the Westfield Blvd. extension.

Randy Graham made the motion to approve the proposal. Jim Ake seconded. Vote: Yes-2; No-0. Motion carried.

Action Item #3: White Construction & City of Westfield-Wheeler Road Improvements at State Rd 32-Goods & Services Contract

Johnathon Nail presented detailing a contract that would be given to White Construction for improvements at State Road 32 and Wheeler Road in the amount of \$1,072,000.00. This would go to Council for final approval.

Jim Ake made the motion to approve the contract. Randy Graham seconded. Vote: Yes-2; No-0. Motion carried.

PERMIT APPROVAL

Action Item #4: Encroachment Permit 2020-165-Duke Energy-206th Street, Cox Avenue, Tomlinson Rd.

Jeremy Lollar presented stating this would allow Duke to install a new circuit for capacity upgrade.

Randy Graham made the motion to approve the encroachment permit. Jim Ake seconded. Vote: Yes-2; No-0. Motion carried.

Action Item #5: Encroachment Permit 2020-166 Duke Energy-156th Street

Jeremy Lollar presented stating this would allow for the installation and removal of power poles for upgrade of wire due to more capacity.

Randy Graham made the motion to approve the encroachment permit. Jim Ake seconded.
Vote: Yes-2; No-0. Motion carried.

Action Item #6: Encroachment Application-Boone County REMC-15410 Shelbourne Rd.

Jeremy Lollar presenting stating this would allow the installation of one electric power pole and boring under road for to provide services to a new subdivision (Copperbeech Farms).

Jim Ake made the motion to approve the encroachment application.
Randy Graham seconded. Vote: Yes-2- No-0. Motion carried.

CONSENT AGENDA:

March Bond Information

Randy Graham made the motion to approve the consent agenda. Jim Ake seconded.
Vote: Yes-2; No-0. Motion carried.

DEPARTMENT REPORTS:

Fire-

Police-

Public Works- Jeremy

With no further business Randy Graham made the motion to adjourn. Jim Ake seconded.
The meeting was adjourned at 1:20 PM

Deputy Clerk-Treasurer

Board of Public Works and Safety

AMENDMENT NO. 2

THIS AMENDMENT NO. 2 IS MADE AND ENTERED INTO THIS _____,
BY AND BETWEEN CITY OF WESTFIELD, INDIANA, ACTING BY AND THROUGH ITS PROPER
OFFICIALS, HEREINAFTER REFERRED TO AS THE "LOCAL PUBLIC AGENCY" or "LPA" AND
LOCHMUELLER GROUP, INC., HEREIN AFTER REFERRED TO AS THE "CONSULTANT".

WITNESSETH

WHEREAS, the LPA and LOCHMUELLER did on March 28, 2018 enter into an Agreement to
provide consulting services for the East Street Extension project, INDOT DES No: 1700728, and

WHEREAS, additional environmental documentation is required because the amount of
temporary and permanent right-of-way has been reduced from what was originally anticipated
and a fire truck turnaround area has been incorporated into the project, and

WHEREAS, the LPA desires to have the CONSULTANT provide the required additional services,
and

WHEREAS, the CONSULTANT has expressed a willingness to provide the additional services, and

WHEREAS, in order for LOCHMUELLER to provide the additional services, it is necessary to
amend the original agreement, and

NOW, THEREFORE, it is agreed by and between both parties that the original agreement be
amended as follows:

I. Section IV COMPENSATION on page one of the Agreement is modified to read as follows:

Section IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed
under this Contract as set forth in Appendix "D" which is herein attached to and made an
integral part of this Contract. The maximum amount payable under this Contract shall not
exceed **\$116,300.00**.

II. Items 1.1.21 is added to Appendix "A" as follows:

1.1.21 Note to File: The CONSULTANT shall prepare a Note to File documenting the
locations of where the right-of-way has changed, the location of the fire truck
turnaround, and the modifications in impacts to any resources identified in the
approved CE-4. The CONSULTANT shall coordinate with the INDOT
Environmental Services Division and the Cultural Resources Office to confirm the
applicability of preparing a Note to File. The Note to File shall be submitted to
the INDOT Project Manager and Environmental Services Division for their
records.

III. Item 2.10 is added to Appendix "A" as follows:

2.10 Re-coordination with agencies, and the preparation of any supplemental technical reports (Red Flag Addendum, Waters of the U.S. Report Addendum, etc.), or the development of an Additional Information (AI) document as a result of the Note to File.

IV. The Draft CE-4 schedule of Appendix "C" is modified to read as follows:

Note to File..... within three (3) weeks of receiving a NTP

V. Item 1.1 AMOUNT OF PAYMENT of Appendix "D" is modified to read as follows:

1.0 AMOUNT OF PAYMENT

1.1 The CONSULTANT shall receive compensation for such professional services under Appendix "A" of this Agreement on a lump sum basis in the amount of One Hundred Sixteen Thousand Two Hundred Fifty-Five Dollars (\$116,255.00), unless a modification to this Agreement is made in writing by both parties.

Except as herein modified, changed and amended, all terms and conditions of the original Agreement dated March 28, 2018 and Amendment No. 1 dated April 3, 2019 shall continue in full force and effect.

This Amendment No. 2 increases the lump sum total of \$111,100.00 by \$5,200.00 to a new lump sum fee of \$116,300.00.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement effective the day and year first above written.

LOCHMUELLER GROUP, INC.

CITY OF WESTFIELD



Matthew E. Wannemuehler
Vice President/Chief Administrative Officer

Signature

(Print or type name and title)

Attest:



Chad Costa
Environmental Manager - Associate



April 1, 2020

Mr. Johnathan Nail, PE
City Engineer
City of Westfield
2728 East 171st Street
Westfield, IN 46074

RE: DES 1401709
Monon Trail over State Road 32

Dear Johnathan:

Enclosed is a Supplement for the Construction Inspection Services for the Monon Pedestrian Bridge project for your review and approval. If you find these to be in order, please have the enclosed Supplemental Agreements signed by the Board of Public Works and return one copy to us.

United's original fee proposal estimated 45 weeks of construction using a completion date of June 29, 2019. Using the revised completion date of May 13, 2020, the project will have taken an additional 31 weeks to complete. By efficiently managing the necessary staffing during the project and analyzing the current billing to date, we estimate only needing seven weeks of additional time to complete construction inspection and five weeks of time to complete the Final Construction Record for the project.

Also included is a summary comparing the original and revised estimated construction timeline and a manhour justification, which represents our understanding of the remaining budget that will be required to finish the project and Final Construction Record, as required by INDOT and the Federal Highway.

If you have any questions, please contact me at your convenience on my cell phone at 317-502-4246.

Sincerely,
UNITED CONSULTING

A handwritten signature in blue ink that reads 'Brian N. Miller'.

Brian N. Miller
Manager of Construction Inspection Services

Enclosures

Summary of Basis for Supplement
Manhour Justification
Supplement Agreement (2 copies)

c: File 18-306
Jeff Larrison

SUMMARY OF BASIS FOR SUPPLEMENT

ORIGINAL

Original Construction Bid \$ 3,661,000.00

Schedule in Original Agreement

Anticipated Start Date	8/10/18
Substantial Completion Date	6/29/19
Contract Completion Date	6/29/19
Estimated Days Total	323.0 Days
Estimated Duration	46.0 Weeks
Utility relocations	0.0 Weeks
Shut Down (weeks)	1.0 Weeks
Total Weeks Construction	45.0 Weeks
USE (full time inspection)	45.0 Weeks

REVISED

Revised Estimated Construction Cost \$ 4,228,448.00

Revised Schedule With Lighting Addition

Actual Start Date	8/20/18
Revised Substantial Completion Date	5/13/20
Revised Contract Completion Date	5/13/20
Actual Days Total	632.0 Days
Actual Duration	90.2 Weeks
Utility relocations	0.0 Weeks
Actual Shut Down (weeks)	13.4 Weeks
Total Weeks Construction	76.8 Weeks
REVISED ACTUAL (full time inspection)	76.0 Weeks

Change Summary

Added Construction Cost \$ 567,448.00
Added Construction Duration 31.0 Weeks

Estimate Additional Time

Staffing

<i>Department</i>	Pre-Construction Preparation	0.0 hours	Start	3/28/20
<i>Manager</i>	Construction	14.0 hours	Finish	5/13/20
	Final Construction Record (Q/C)	16.0 hours	Total	46 Days
	Total	30.0 hours		6.6 Weeks
			USE	7.0 Weeks
<i>PE/PS</i>	Construction	280.0 hours		
<i>Construction</i>	OT	0.0 hours		
<i>Manager I</i>	Final Construction Record	200.0 hours		
	Total	480.0 hours		
	OT	0.0		
<i>Inspector</i>	Construction	120.0 hours		
<i>Construction</i>	OT	0.0 hours		
<i>Manager II</i>	Final Construction Record	80.0 hours		
	Total	200.0 hours		
	OT	0.0		

CONSTRUCTION INSPECTION NTE CALCULATION

CITY OF WESTFIELD

MONON TRAIL

OVER SR 32

Supplement #1

	PE/PS (RPR)		Inspector									
WORK CATEGORIES	DEPARTMENT MANAGER	CONSTRUCTION MANAGER I	CONSTRUCTION MANAGER I (OT)	CONSTRUCTION MANAGER II	CONSTRUCTION MANAGER II (OT)							
Firm	United	United	United	United	United							
Pre-Construction Meeting												
* Full Time Construction Inspection	14	280	0	120	0							
Final Construction Record	16	200		80								
* Est Full Time Construction of 8 weeks												
Total Hours	30	480	0	200	0							
Hourly Rate	\$ 205.46	\$ 115.76	\$ 132.54	\$ 94.38	\$ 108.07							
Total Labor	\$ 6,163.80	\$ 55,564.80	\$ -	\$ 18,876.00	\$ -							\$ 80,604.60
Expenses												\$ 1,185.60
TOTAL												\$81,790.20

USE \$81,800
Const Estimate \$ 4,228,448.00
CE % 1.93%

DESCRIPTION OF DIRECT EXPENSE	QUANTITY	UNIT	PRICE	TOTAL
MILEAGE	3120	MILES	\$0.38	\$1,185.60
PER DIEM EXPENSE	0	DAYS	\$26.00	\$0.00
OVERNIGHT LODGING	0	NIGHTS	\$89.00	\$0.00
PRINTING	0	SHEETS	\$0.10	\$0.00
ESTIMATED DIRECT TESTING AND MISC. COSTS TESTING CONSULTANT	0	TRIPS	\$260.00	\$0.00
SPECIAL EQUIPMENT (LWD Gauge per day)	0	DAYS	\$125.00	\$0.00
TOTAL DIRECT COST ESTIMATE				\$1,185.60

SUMMARY	SUPPLEMENT #1
	Fee
United	\$81,800.00 100.0%
Total	\$81,800.00
a	
b	Remaning NTE \$15,163.68 Through 3/27/20 invoice
	Difference (a-b) \$66,636.32
Total Supplement Request	\$66,700.00

Mileage breakdown				
	weeks	days/week	miles/day	
Dept Mgr	2.0	1	60	120
PE/PS	7.0	5	60	2100
Const Mgr II	3.0	5	60	900
* 24 miles each way from office to jobsite plus 12 miles/day jobsite assumed - Total 60 miles/day				
TOTAL				3120

SUPPLEMENTAL AGREEMENT NO. 1



This SUPPLEMENTAL AGREEMENT ("Agreement") is made, by and between **CITY OF WESTFIELD**, acting by and through its proper officials, ("LPA") and **UNITED CONSULTING**, an Indiana corporation ("CONSULTANT").

WITNESSETH



WHEREAS, CONSULTANT did, on December 13, 2017 enter into a Professional Services Agreement with the LPA for Services and Documents in relation to the following described project:

DES:1401709

Monon Trail over State Road 32

This supplement is required to extend Construction Inspection Services to account for the revised project completion from June 29, 2019 to May 13, 2020.

WHEREAS, in order to provide for completion of the work it is necessary to amend and supplement the Professional Services Agreement.

NOW, THEREFORE, it is agreed by and between the parties as follows:

I. Appendix "C" is amended to read as follows:

1. Start of Construction shall be changed from August 10, 2018 to August 20, 2018 representing a change of 1.4 weeks.
2. Final Completion shall be changed from June 29, 2019 to May 13, 2020 representing a change of 45.6 weeks.

II. Appendix "D" is amended to read as follows:

1. Total amount not to exceed shall be changed from \$438,700.00 to \$505,400.00 representing an increase of \$66,700.00.

III. Except as herein modified, changed and supplemented, all terms of the original Professional Services Agreement shall continue in full force and effect.

[Signature page follows]

***IN WITNESS WHEREOF, the parties hereto have executed this
Supplemental Agreement No.1***

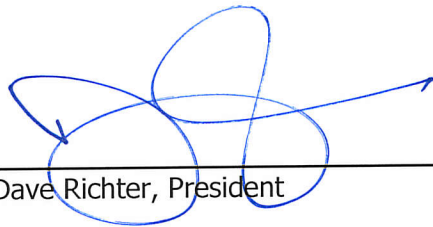


UNITED CONSULTING

CITY OF WESTFIELD

BOARD OF PUBLIC WORKS & SAFETY

BY:



Dave Richter, President

BY:



Chris R. Pope, Vice President

BY:

Randy Graham, BPW&S Member
COVID-19 Signing Authority

DATE:

April 01, 2020

DATE:

ROAD IMPACT FEE CREDIT AGREEMENT

This ROAD IMPACT FEE CREDIT AGREEMENT (“**Agreement**”) is made and entered into as of the _____ day of _____, 2020, by and between the City of Westfield, Indiana, (“**Westfield**”) and Chatham Hills, LLP, an Indiana Limited Liability Partnership (“**Developer**”) as follows:

WHEREAS, Westfield desires to assist development and integrate improvements of complementary right-of-way infrastructure collaboratively with the development community; and

WHEREAS, Westfield and the Developer have come together to be collaborative; and

WHEREAS, as part of the development of the Chatham Hills Village, as depicted in the attached **Exhibit A** (the “**Development**”), road impact fees (the “**Road Impact Fees**”) are required to be paid to Westfield by the Developer in accordance with Westfield Ordinance 17-43; and

WHEREAS, Westfield desires the Developer to construct (i) Chad Hittle Boulevard (the “**Roadway Extension**”) and (ii) a pedestrian bridge over Tomlinson Road (the “**Pedestrian Bridge**”) as generally depicted in **Exhibit B** (the Roadway Extension and Pedestrian Bridge hereafter referred to, collectively, as the “**Improvements**”); and

WHEREAS, Developer desires to accommodate Westfield’s request to construct the Improvements, which shall be in accordance with Westfield’s Construction Standards and Specifications (the “**Standards**”), in exchange for a road impact fee credit equal to the Road Impact Fees attributable to the Development not to exceed the cost of the Improvements (the “**Road Impact Fee Credit**”); and

WHEREAS, Westfield is willing to give Developer the Road Impact Fee Credit provided it first approves construction plans for the Improvements that must be in accordance with the Standards.

NOW THEREFORE, in consideration of the foregoing and of mutual covenants and agreements herein contained, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

- 1) In consideration of the construction by the Developer of the Improvements, Westfield agrees to issue a Road Impact Fee Credit to Developer on the terms and conditions as set forth herein.
- 2) The costs of construction for the Improvements are estimated at \$6,450,419.39, more particularly described in **Exhibit C**, (the “**Improvement Costs**”)
- 3) Prior to construction of any Improvements, Developer shall prepare and submit to Westfield (i) construction plans for the Improvements (the “**Plans**”) for its approval thereof (the “**Approval**”).

4) Developer shall, at the Developer's sole expense, construct the Improvements in accordance with the Standards and the Plans made the subject of the Approval. Improvements by the Developer shall be subject to any applicable permits, financial guarantees and inspections by Westfield.

5) After completion and acceptance of the Improvements and after Road Impact Fees are collected by Westfield during the Development, Developer may submit invoices to Westfield Public Works on a monthly basis to collect reimbursements for the Road Impact Fee Credits. Alternatively, Developer may directly collect the Road Impact Fee as they become due and apply these to the Road Impact Fee Credits.

6) Developer shall provide to Westfield all receipts and an itemized account of expenses to support the total cost for construction of the Improvements and, in the event the costs incurred by Developer in the construction and installation of the Improvements are less than the Road Impact Fee collected by Developer, Developer shall remit to Westfield the difference.

7) Developer may, at their determination, construct the Improvements in phases. Developer acknowledges that all reviews, approvals and processes are subject to the requirements of this Agreement.

8) The obligations of Westfield and the Developer contained in this Agreement are expressly conditioned upon the enactment and approval of the secondary plat(s) and construction plans of the Development or its successors and assigns and, absent the occurrence of all of the foregoing conditions, this Agreement shall be null and void and the parties shall have no further responsibility or obligation to each other under this Agreement.

9) Each undersigned person signing certifies that (a) he has had ample time and opportunity to research, consult with experts and investigate all aspects of this Agreement, (b) that no information has been withheld from the other party, (c) he is fully empowered and duly authorized by any and all necessary action or consent to execute and deliver this Agreement for and on behalf of the party for which he signs, (d) that the party for which he signs has full capacity, power, and authority to carry out and enter into the obligations under this Agreement, and (e) that this Agreement has been duly authorized, executed, and delivered and constitutes a legal, valid, and binding obligation of the party for which he signs.

10) In the event of either Westfield's or Developer's failure to perform any of its obligations hereunder, the other party shall notify, in writing, the non-performing party of such default. If the non-performing party is unable to cure such default within thirty (30) days, then the other party may pursue any remedy available at law or in equity. The substantially prevailing party in any litigation arising as a result of a default by a party hereto shall be entitled to recover costs of the action, including reasonable attorneys' fees. The parties stipulate that the only appropriate venue shall be the Hamilton County Indiana Circuit or Superior courts. Developer waives any and all recourse should Westfield file a lien for all amounts due on the subject property still owned or controlled by the Developer should the Developer be in default of this Agreement.

11) Any notice, statement, demand, or other communication required or permitted to be

given, rendered or made shall be addressed as indicated below:

If to Westfield:

City of Westfield
Attn: Jeremy Lollar
Director of Public Works
2706 East 171st Street
Westfield, IN 46074

With a copy to:

Kreig DeVault
Attn: Brian J. Zaiger
12800 N. Meridian Street, Suite 300
Carmel, IN 46032

If to Developer:

Chatham Hills, LLP
Attn: Steve Henke
1100 Chatham Hills Blvd.
Westfield, IN 46074

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY

Voting For

Voting Against

Abstain

Randy Graham

Randy Graham

Randy Graham

Attest: Pat Leuteritz

Chatham Hills, LLP

By: _____

Date: _____

Steve Henke, Managing Member

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, on the _____ day of _____, 2020, personally appeared Steve Henke, Managing Member of Chatham Hills, LLP, who acknowledged his authority and the execution of the above and foregoing Agreement to be its voluntary act and deed.

WITNESS my hand and Notarial Seal.

My Commission Expires:

NOTARY PUBLIC, A resident of
Hamilton County, Indiana

Printed: _____

This instrument prepared by: Phil A. Sundling, P.E., Henke Development Group, 1100
Chatham Hills Blvd., Westfield, IN 46074

ROAD IMPACT FEE CREDIT AGREEMENT

THIS ROAD IMPACT FEE CREDIT AGREEMENT (this “Agreement”) is entered this 22nd day of April 2020, by and between the City of Westfield, Indiana, an incorporated municipality (the “City”), and Pulte Homes of Indiana, LLC, an Indiana Limited Liability Company (“Developer”), as follows:

WHEREAS, the City desires to assist development and integrate improvements of complementary right-of-way infrastructure collaboratively with the development community; and

WHEREAS, the development community desires to assist the City in its efforts to improve the Westfield road network and associated infrastructure; and

WHEREAS, part of the development of Claiborne Farms, as more particularly described in the attached **Exhibit A** (the “Development”), road impact fees are required to be paid to Westfield by the Developer in accordance with City Ordinance 12-13; and

WHEREAS, Westfield desires the Developer to reconstruct 151st Street from Towne Road to the western limits of Claiborne Farms, as depicted in the attached **Exhibit B** (“Improvement Limits”); and

WHEREAS, the Developer desires to accommodate Westfield’s request to reconstruct 151st Street within the Improvement Limits in accordance with Westfield’s Standards and Specifications in exchange for road impact fee credit, in exchange for road impact fee credit (the “RIF Credit”);

NOW THEREFORE, in consideration of foregoing and of mutual covenants and agreements herein contained, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **151st Street Improvements.** The Developer shall, at the Developer’s sole expense, design and construct the 151st Street Improvements in accordance with Westfield’s Construction Standards and Specifications.
 - A. The 151st Street improvements to be made within the Improvement Limits shall include the following; Phase I commencing West of the termination of improvements made by the City of Westfield as part of the construction of the 151st street and Towne Road roundabout extending West to the Western edge of the Claiborne Entrance on the north side of 151st street westbound acceleration lanes. Phase II (Subject to the City of Westfield acquiring ALL ROW need for the phase II improvements). These Phase I improvements shall be constructed at the same time that the entrance onto 151st street from the portion of the Claiborne Development is constructed. The Phase II improvements to be commence at the western termination point of the Phase I

improvements and shall extend West to the approaches of the 151st and Shelbourne Road intersection. These improvements shall commence not later than the 375th building permit being issue for the Claiborne Development by the City of Westfield. (the “Improvements”).

- B. The Developer has prepared and submitted an estimated cost and value for the construction of the Improvements, attached hereto as **Exhibit C** (the “Cost of Improvements”).
 - C. Improvements by the Developer shall be subject to any applicable permits, financial guarantees and inspections by Westfield.
 - D. Developer shall provide all receipts and an itemized account of the expenses to support the total cost of construction of the Improvements to Westfield.
2. **Road Impact Fee Credits.** In consideration for the construction of Improvements the Developer shall receive RIF Credit in the amount equal to the costs and expenses strictly for construction of the Improvements as estimated in **Exhibit C**. The cost of creditable improvements shall not exceed **\$1,200,000** without additional approval by Westfield. Before any construction of the Improvement is initiated, Developer shall obtain Westfield’s written approval and acceptance of the design and costs of construction. Westfield’s approval and acceptance shall not be unreasonably withheld. To the extent that the structures to be constructed in the Development will be constructed or owned by the Developer, the obligation to pay road impact fees for construction within the Development shall be deferred until the credits of this agreement have been reached. To the extent that any of the structures to be constructed in the Development will be constructed or owned by someone other than the Developer, the road impact fees generated by the permitting of such structures will be collected by the City and distributed by the City to the Developer until the credits of this agreement have been reached. No road impact fee credits or payments shall be granted to the Developer beyond the total amount of road impact fees generated by the Development.
3. **Conditions Precedent to Obligations.** The obligations of Westfield and Developers contained in this Agreement are expressly conditioned upon the enactment and approval of the secondary plat(s) and construction plans of the Development by the Developer, or its successors and assigns and, absent the occurrence of all the foregoing conditions, this Agreement shall be null and void and the parties shall have no further responsibility or obligation to each other under this Agreement.
4. **Authority.** Each undersigned person signing certifies that (a) he has had ample time and opportunity to research, consult with experts and investigate all aspects of this Agreement, (b) that no information has been withheld from the other Party, (c) he is fully empowered and duly authorized by any and all necessary action or consent to execute and deliver this Agreement for and on behalf of the party for which he signs, (d) that the party for which s/he signs has full capacity, power, and authority to carry out and enter into the obligations under this Agreement, and (e) that this Agreement

has duly authorized, executed, and delivered and constitutes a legal, valid, and binding obligation of the party for which he signs.

5. **Remedies.** In the event of either the City's or Developer's failure to perform any of its obligations hereunder, the other party shall notify, in writing, the non-performing party of such default. If the non-performing party is unable to cure such default within thirty (30) days, then the other party may pursue any remedy available at law or in equity. The substantially prevailing party in any litigation arising as a result of a default by a party hereto shall be entitled to recover costs of the action, including reasonable attorney's fees. The Parties stipulate that the only appropriate venue shall be the Hamilton County Indiana Circuit or Superior courts. The Developer waives any and all recourse should the City file a lien for all amounts due on the subject property still owned or controlled by the Developer should the Developer be in default of this Agreement.

6. **Notices.** Any notice, statement, demand, or other communication required or permitted to be given, rendered or made shall be addressed as indicated below:

If to City of Westfield:
City of Westfield
Attn: Jeremy Lollar
Director of Public Works
2706 E. 171st Street
Westfield, IN 46074

With a Copy to:
Kreig DeVault
Attn: Brian J. Zaiger
12800 N. Meridian Street, Suite 300
Carmel, IN 46032

If to Developer:
Pulte Homes of Indiana, LLC
Attn: David Compton
11590 North Meridian Street, Suite 530
Carmel, IN 46032

With a Copy to:
Nelson & Frankenberger, LLC
Attn: Jim Shinaver
550 Congressional Blvd, Suite 210
Carmel, IN 46032

7. On April 22, 2020, the Westfield Board of Public Works and Safety authorized the Director of the Public Works Department to execute this Agreement.

[Remainder of page intentionally left blank; signature page follows.]

**City of Westfield, Indiana (“Westfield”)
Hamilton County, Indiana**

By: _____

Randell Graham, Member

Board of Public Works and Safety

Date: _____

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the above party, who having been duly sworn acknowledged the execution of the foregoing instrument.

SIGNATURE OF NOTARY PUBLIC

State of _____, County of _____, SS:

Subscribed and Sworn before me this ____ day of _____, 20__.

Printed Name of Notary Public _____

My Commission Expires _____

[ADDITIONAL SIGNATURE PAGES AND NOTARY FOLLOWS]

Pulte Homes of Indiana, LLC (“Developer”)

By:

_____, _____

Date: _____

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the above party, who having been duly sworn acknowledged the execution of the foregoing instrument.

SIGNATURE OF NOTARY PUBLIC

State of _____, County of _____, SS:

Subscribed and Sworn before me this ____ day of _____, 20__.

Printed Name of Notary Public _____

My Commission Expires _____

THIS INSTRUMENT PREPARED BY: Brian J. Zaiger, Attorney at Law
 KRIEG DEVAULT, LLP
 12800 North Meridian, Suite 300
 Carmel, IN 46032
 (317) 238-6266

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Brian J. Zaiger

EXHIBIT A
DEVELOPMENT

(Page 1 of 3 – Legal Description)

Parcel 1:

A part of the Northeast Quarter of Section 17, in Township 18 North, Range 3 East, in Washington Township, Hamilton County, Indiana, being more particularly described as follows:

Beginning at the Southeast corner of the Northeast Quarter of said Section 17; thence South 89 degrees 26 minutes 39 seconds West (assumed bearing) along the South line thereof a distance of 1322.16 feet to the Southwest corner of the East Half of said Northeast Quarter; thence North 00 degrees 19 minutes 45 seconds East along the West line thereof a distance of 1314.62 feet to the Southeast corner of the Northwest Quarter of said Northeast Quarter; thence South 89 degrees 15 minutes 25 seconds West along the South line thereof a distance of 660.10 feet to the Southwest corner of the East Half of the Northwest Quarter of said Northeast Quarter; thence North 00 degrees 22 minutes 24 seconds East along the West line thereof a distance of 1312.48 feet to the Northwest corner of the East Half of the Northwest Quarter of said Northeast Quarter; thence North 89 degrees 04 minutes 09 seconds East along the North line thereof a distance of 851.39 feet to the Northwest corner of a tract of land described in Instrument Number 2012070185 in the Office of the Recorder of Hamilton County, Indiana; thence South 00 degrees 14 minutes 27 seconds West along the West line thereof a distance of 623.92 feet to the Southwest corner of said tract; thence North 89 degrees 04 minutes 09 seconds East along the South line thereof a distance of 1126.00 feet to the Southeast corner of said tract, said point also being on the East line of said Northeast Quarter; thence South 00 degrees 14 minutes 27 seconds West along said East line a distance of 2013.90 feet to the Point of Beginning. Containing 83.565 acres, more or less.

Parcel 2:

A part of the Northeast, Southwest and Southeast Quarter of Section 17, Township 18 North, Range 3 East, in Washington Township, Hamilton County, Indiana, being described as follows:

Commencing at the Southwest corner of the Southeast Quarter of said Section 17; thence North 00 degrees 00 minutes 30 seconds West (assumed bearing) along the West line of Quarter Section a distance of 248.71 feet to a point on the North line of a tract of land described in Instrument Number 2018034767 as recorded in the Office of the Recorder for Hamilton County, Indiana, said point being the Point of Beginning; thence South 89 degrees 36 minutes 46 seconds West along said North line a distance of 1324.96 feet to a point the West line of said Southwest Quarter Section; thence North 00 degrees 02 minutes 10 seconds East a distance of 32.61 feet to a point on the East line of a tract of land described in Instrument Number 200500074587 in said Recorder's Office; thence North 00 degrees 11 minutes 51 seconds East along said East line and the East line of a tract of land described in Instrument Number 200400083420 in said Recorder's Office a distance of 1360.05 feet to the Northeast corner of said Instrument Number 200400083420; thence South 89 degrees 35 minutes 51 minutes West along the North line thereof a distance of 334.70 feet; thence North 00 degrees 02 minutes 10 seconds East a distance of 984.63 feet to the Northwest

EXHIBIT A
DEVELOPMENT

(Page 2 of 3 – Legal Description)

corner of a tract of land described in Instrument Number 199909955060 in said Recorder's Office, said point being on the North line of said Southwest Quarter Section; thence North 89 degrees 31 minutes 59 seconds East a distance of 237.57 feet to the Northwest corner of a tract of land described in Instrument Number 201810770 in said Recorder's Office (the next seven courses being along the South line of said tract); thence south 00 degrees 28 minutes 01 seconds East a distance of 20.00 feet; thence North 89 degrees 31 minutes 59 seconds East a distance of 27.43 feet; thence North 78 degrees 47 minutes 19 seconds West a distance of 74.10 feet; thence North 89 degrees 31 minutes 59 seconds East a distance of 50.00 feet; thence North 74 degrees 08 minutes 40 seconds east a distance of 56.53 feet; thence North 89 degrees 31 minutes 59 seconds East a distance of 45.50 feet; thence North 00 degrees 28 minutes 01 seconds West a distance of 20.00 feet to a point on the North line of said Southwest Quarter Section; thence North 89 degrees 31 minutes 59 seconds East a distance of 1166.43 feet to the Southwest corner of the Northeast Quarter Section; thence North 00 degrees 25 minutes 05 seconds East a distance of 1310.34 feet to the Northwest corner of the Southwest Quarter of said Northeast Quarter Section; thence North 89 degrees 15 minutes 25 seconds East a distance of 1320.21 feet to the Northeast corner of the Southwest Quarter of said Northeast Quarter Section; thence South 00 degrees 19 minutes 45 seconds West a distance of 1314.62 feet to the Southeast corner of the Southwest Quarter of said Northeast Quarter Section; thence South 89 degrees 26 minutes 39 seconds West along the North line of said Southeast Quarter Section a distance of 553.71 feet; thence South 00 degrees 03 minutes 15 seconds East passing along the West lines of tracts of land described in Instrument Number 9709730812 and 9809873905 in said Recorder's Office a distance of 2381.52 feet to a point on the North line of said tract of land described in Instrument Number 2018034767 (the next four courses being along said North line); thence North 33 degrees 43 minutes 25 seconds West a distance of 90.98 feet; thence South 89 degrees 35 minutes 51 seconds West a distance of 138.87 feet; thence South 01 degrees 06 minutes 40 seconds West a distance of 76.01 feet; thence South 89 degrees 35 minutes 51 seconds West a distance of 582.43 feet to the Point of Beginning. Containing 161.123 acres, more or less.

EXHIBIT A
DEVELOPMENT

(Page 3 of 3 - Location Map)

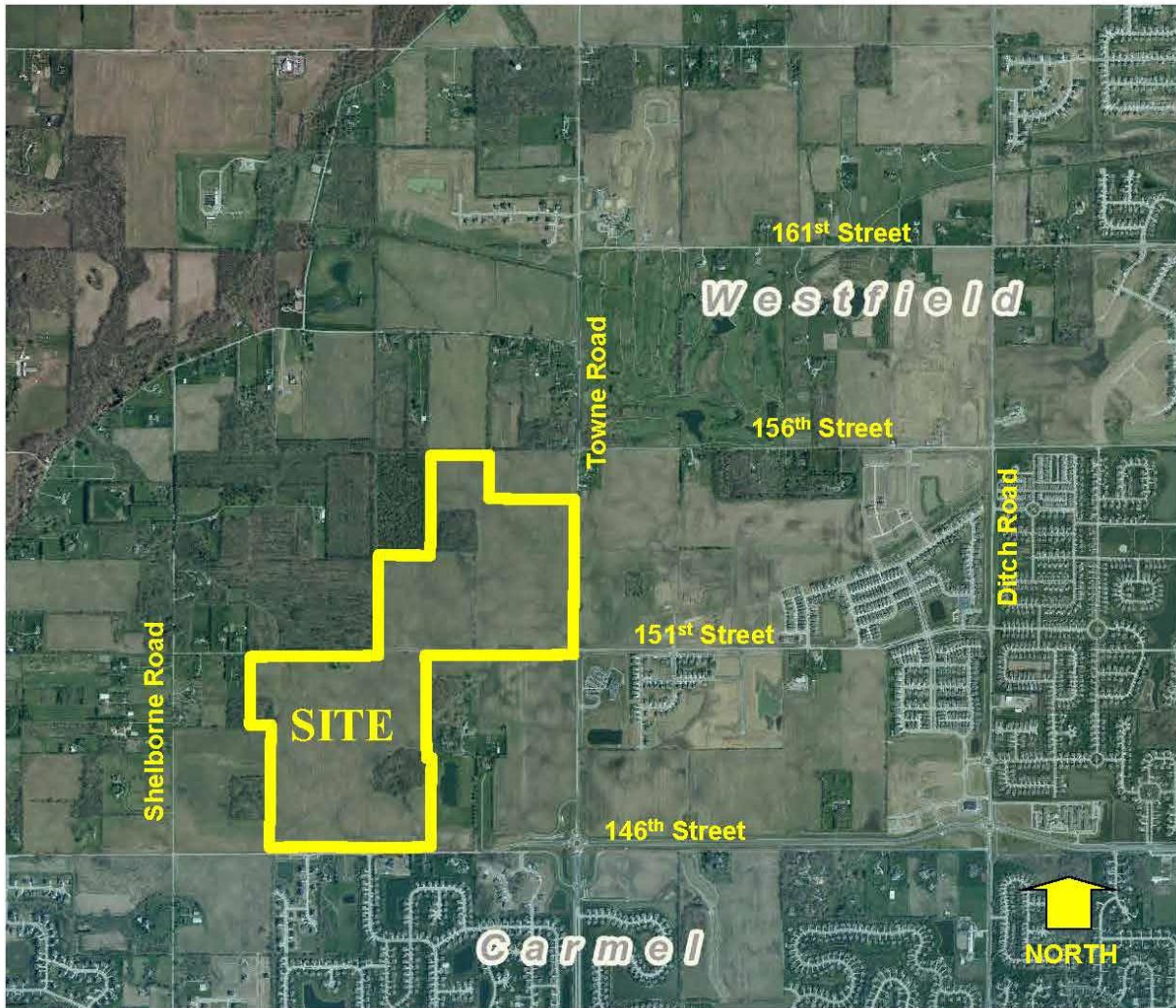


EXHIBIT A
DEVELOPMENT



EXHIBIT B

Improvement Limits

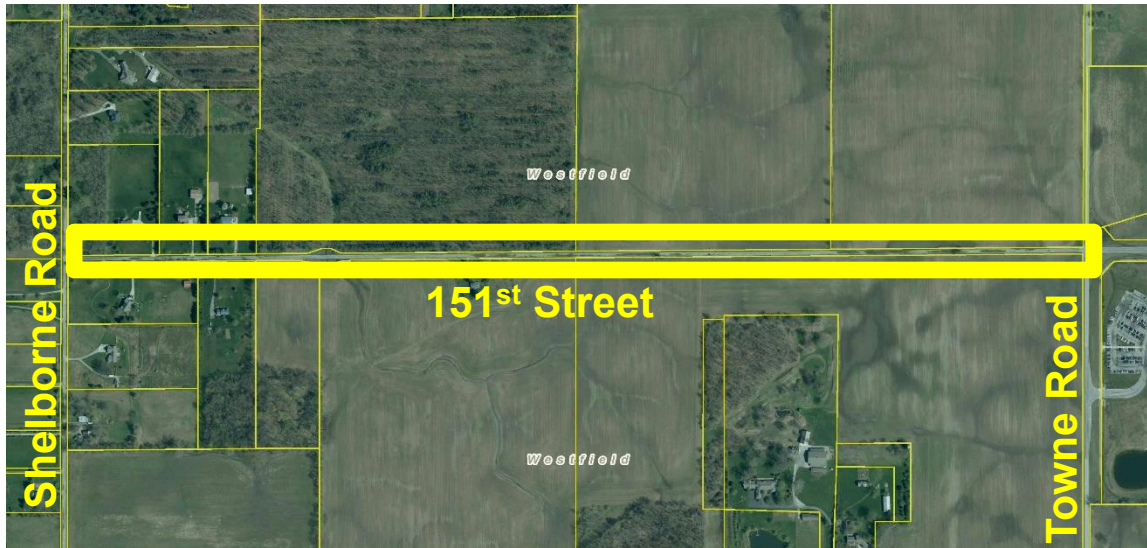


EXHIBIT D

COST OF IMPROVEMENTS

See Following  Pages



April 22, 2020

Consent Agenda Item:

Performance Bond Acceptance

The Westfield Public Works Department is recommending that the Board of Public Works and Safety accept the following Performance Bonds for the requested developments:

- Freeman Construction Corporation, CharlesTowne at Grand Park Village, Bond #7901026262, \$245,512.58, Work within ROW, including Streets, Curbs, Storm, & Erosion Control

Performance Bond Release

The Westfield Public Works Department is recommending that the Board of Public Works and Safety consider the following Performance Bonds for release by the requested developer:

- NONE

Cash In Lieu Acceptance

The Westfield Public Works Department is recommending that the Board of Public Works and Safety accept the following Development Agreements for the requested developments:

- RWE Design Build, Coyne Veterinary Center, \$2,510.05, Erosion Control & ROW
- M/I Homes, Scofield Farms, Section 4, \$1,192.80, Erosion Control

Maintenance Bond Release

The Westfield Public Works Department is recommending that the Board of Public Works and Safety release the following Maintenance Bonds for the requested developments:

- Pepper Construction, AgReliant Genetics Corporation Headquarters, Bond #268008161, \$37,618.45, Streets/Curbs, Storm, Sidewalk, Trail, & Erosion Control

Letter of Credit Release

The Westfield Public Works Department is recommending that the Board of Public Works and Safety release the following Letter of Credit for the requested developments:

- JG3 Properties, Dairy Queen, LOC #9970149, \$18,600.00