

PROJECT BID PACKAGE FOR
PUBLIC WORKS PROJECT NO.
DEL2515208032/E008-376
ABANDONED COAL MINE RESTORATION
SITE 131
SULLIVAN COUNTY, INDIANA

MIKE BRAUN, GOVERNOR
STATE OF INDIANA

JON FERGUSON, COMMISSIONER
DEPARTMENT OF ADMINISTRATION

ROBERT GROSSMAN, DIRECTOR
PUBLIC WORKS DIVISION

ALAN MORRISON, DIRECTOR
DEPARTMENT OF NATURAL RESOURCES

PROJECT BID PACKAGE SUBMITTED THROUGH
DIVISION OF ENGINEERING 402 W. WASHINGTON ST., ROOM W271
INDIANAPOLIS, INDIANA 46204

PLANS AND SPECIFICATIONS PREPARED BY
COMMONWEALTH ENGINEERS, INC.
7256 COMPANY DRIVE
INDIANAPOLIS, IN 46237
(317) 888-1177 PHONE
DGICK@CONTACTCEI.COM

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STATE OF INDIANA

Mike Braun, Governor

DEPARTMENT OF ADMINISTRATION

Public Works Division
402 West Washington Street, Room W462
Indiana Government Center – South
Indianapolis, Indiana 46204-2746
PHONE: (317) 232-3001

NOTICE TO BIDDERS

BY STATE OF INDIANA DEPARTMENT OF ADMINISTRATION, PUBLIC WORKS DIVISION FOR A PUBLIC WORKS CONSTRUCTION PROJECT ESTIMATED AT ONE HUNDRED FIFTY THOUSAND DOLLARS OR ABOVE

SECURED ELECTRONIC BIDS FOR:

Public Works Project No. XXX-XXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

will be received from Contractors, holding a current Certificate of Qualification, at Department of Administration, Public Works Division Email Bid Box-publicworks bids@idoa.in.gov
(note, do not cc: any other party)
Subject line MUST contain “Bid- xxxxxxxx-xx-xxx-xx; - (Project Name) - (Your firm)”

Bid File (PDF) MUST be named-“(Bidding Firm name) Bid-xxxxxxx-xx-xxx-xx; - (Proj Name)” and not exceed 9Mb

Until 1:31 P.M (Indianapolis Time), (Day), (Date), 202?, after which all bids will be publicly opened and read online in a Microsoft Teams Live Event- *(PM to insert Teams Live event info/Link here-PM to set MS Live event for 30 mins following Bid due to allow time to verify certifications and permit electronic bids to clear IOT/State Virus Detection software)*

Minority Contractors are encouraged to submit bids on this project as a prime contractor or through a prime contractor.

Copies of the detailed Instructions to Bidders and Drawings and/or Specifications dated XXXXX, 2020 may be obtained from: Reprographix.com ePlanroom (Construction Document Distribution) link for a cost of \$XX.00 per set, or from the office of: (Insert designer’s contact information)

Bids shall be taken from Prime Contractors pre-qualified by the Public Works Certification Board in the following classification(s): XXXXXXXXXXXX, or xxxxxxxxxxxxxxxx

The Specified construction period is XXX calendar days. The State of Indiana reserves the right to reject any and all bids.

Project Goal of 7% MBE, 5% WBE and 3% IVOSB. Link: <https://www.in.gov/idoa/mwbe/2494.htm>

Project Manager:

Associate State XXXXXX DAPW

Director of Public Works:

Director

Pre-Bid Information XXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

INSTRUCTIONS TO BIDDERS

PROJECT ESTIMATED BY DEPARTMENT OF ADMINISTRATION, PUBLIC WORKS DIVISION
TO BE BID AT ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) AND ABOVE

01 GENERAL

- A. This project is estimated by the Public Works Division, Indiana Department of Administration (the Owner), as stated in the Notice to Bidders, at One Hundred Fifty Thousand Dollars (\$150,000) and above.
- B. QUALIFICATION BY THE CERTIFICATION BOARD IS REQUIRED FOR THIS PROJECT PRIOR TO BID OPENING DATE. For information and procedure contact Executive Secretary, Certification Board, Indiana Department of Administration, 402 W. Washington St., Room W462, Indianapolis, Indiana 46204, E-mail: _____ or phone (317) 232-3005.

02 PROJECT NUMBER, DESCRIPTION AND LOCATION is as stated in the Notice to Bidders.

03 TITLE AND DEFINITIONS

Said building and/or land upon which it stands is the property of the State of Indiana. All references to the title owner of said property hereinafter will be by the term "State" and all references to the person, firm, or corporation awarded the contract for the project will be by the term "Contractor". All references to Designer shall refer to the consulting person or firm employed to contract with the Public Works Division, Indiana Department of Administration to provide architectural, engineering or other consulting services for the project, or to the Public Works Division. The preparation and issuance of contracts for this project are the responsibility of the Commissioner of the Indiana Department of Administration acting with approval of the Governor.

Contract: A written agreement between two or more parties enforceable by law.

Contractor: A person who has entered into or seeks to enter into a contract with Public Works Division.

Prime Contractor: A person or business which is primarily responsible for providing goods and service or performing a specific service, etc. under contract. A prime contractor can also be a Minority Business Enterprise, a Women's Business Enterprise or an Indiana Veteran Owned Small Business Enterprise.

Subcontractor: A person or a business who has a direct contract with a prime contractor who is under contract to provide goods and services or perform a specific service.

Joint Venture: An association of two or more businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge.

Manufacturer: A supplier that produces goods from raw materials or substantially alters them before resale.

Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE): A business concern which is certified as at least fifty-one percent (51%) owned and controlled by one or more of the individuals classified as a minority group which includes: African Americans, Hispanic Americans, Native Americans, Hispanic Americans, Asian Americans, and other racial minority groups as defined by 13 CFR 124.103, or at least fifty-one percent (51%) owned and controlled by a woman or women.

Supplier: Any person or entity engaged to furnish goods, materials and/or equipment, but no on-site labor, is capable of furnishing such goods, materials and/or equipment either directly from its own stock or by ordering materials and/or equipment directly from a manufacturer, and is engaged to furnish such goods, materials and/or equipment directly to a prime contractor or one of its subcontractors.

Indiana Veteran Owned Small Business Enterprise (IVOSB): means an Indiana small business enterprise which is certified as at least fifty-one percent (51%) owned and controlled by a veteran.

04 PRE-BIDDING, BIDDING AND POST BIDDING REQUIREMENTS

- A. The Director, Public Works Division, will authorize the Designer to issue bidding documents, construction documents and addenda to bidders.
- B. It is recommended that all Bidders visit the site prior to submitting bid and become thoroughly familiar with the existing site conditions and work to be performed, as indicated in the bidding documents, construction documents and addenda. Extra compensation or extension of time will not be allowed for failure to examine the site prior to bidding.
- C. During the bidding period, should questions arise as to the meaning of any part of the bidding documents, construction documents or addenda that may affect the Bidder, the Bidder shall contact the Designer and/or Public Works Division and

submit a written request for clarification. The Designer and/or Public Works Division will make such clarification only by written Addendum that will be emailed to each document holder or may be obtained at the office of the Designer and/or Public Works Division. By submitting a bid, the Bidder acknowledges procurement of all Addenda. No written request for clarification will be accepted by the Designer and/or Public Works Division later than fourteen (14) calendar days prior to the scheduled bid date.

- D. Bid as described in Contractor's Bid (DAPW 13) shall include Base Bid (in figures and in words) and Alternates as specified in Section entitled Alternates. In verifying bids, word amounts shall have precedence over figure amounts.
- E. Alternate amount(s) shall be listed where indicated. Add Alternates are not to be included in the Base Bid Scope of Work. Deduct Alternates are to be included in the Base Bid Scope of Work. The bid form must be signed. Note that by signing the bid document, the Bidder is acknowledging the procurement of all addenda and is certifying that the bid recognizes all items in all addenda.
- F. A bid by a corporation shall be in the legal name of the corporation followed by the word "by" and the signature of the president. The secretary of the corporation shall sign indicating his/her authority to sign. A Certificate of Corporate Resolution (DAPW 41) is required with and as a part of the bid if anyone other than the president of the corporation is signing bid documents.
- G. *The Form 96A-Questionnaire and Financial Statement is no longer required to be submitted.* The Director, Public Works Division reserves the right to request additional financial information or contractor experience as a basis for rejection of bid or award of contract.
- H. Each Bidder must file with his bid a Non-Collusion Statement (DAPW-121) signed by the same authorized person(s) who signed the bid.
- I. Each Bidder must file with his bid a completely filled in and executed Bid Bond (DAPW 15A) in accordance with IC 4-13.6-7-5. The bid bond penal sum shall be the minimum amount of ten percent (10%) of the bid including all additive alternates.
- J. Each Bidder must file with his bid a completed MBE/WBE/IVOSB Participation Plan (DAPW 26) and Good Faith Effort Work Sheet (DAPW 26 SUP2). Refer to the Supplement to the General Conditions for MBE/WBE/IVOSB Participation Policy (DAPW 26 SUP1) for specific requirements.
- K. Each Bidder must file with his bid, the completed Contractor's Affidavit of Subcontractors Employed (DAPW 12) only if he proposes to perform any work with a subcontract amount of \$150,000.00 or more.
- L. Each bidder must file with his bid an Employee Drug Testing Plan (DAPW 150A) in accordance with IC 4-13-18 or evidence that the contractor is subject to a collective bargaining agreement containing drug testing requirements that comply with IC 4-13-18.
- M. Each Bidder must include his Federal ID number or Social Security number on page 1 of 3 of the Bid Form (DAPW 13). All required bid documents must contain original handwritten signatures.
- N. All documents required by statute, rule or these instructions to be included in the bid must be submitted together in a single email file, plainly marked on the subject line and in the email file with the Name of Bidder, Project Identification, Project Number, Bid Time and Bid Date. Bids shall be rejected if all required documents are not in the single email file.
- O. A Bidder with proper identification may withdraw his bid at any time prior to the scheduled time for receipt of the bids; however, no bid may be withdrawn without written consent of the Director, Public Works Division for a *period of sixty (60) days after the date of the bid opening*, or unless extended in accordance with IC 4-13.6-6-4. Bids received after the designated due time for any reason, shall be rejected and returned unopened to the Bidder. The Director, Public Works Division, reserves the right to reject any or all bids.
- P. Subcontractors whose work will equal or exceed One Hundred Fifty Thousand Dollars (\$150,000.00) must attain a Certificate of Qualification by the Certification Board before commencing any work on this project. Note paragraph 01. (B) above.
- Q. All Bidders (corporations or other business entities) must be in good standing with the Indiana Secretary of State.

05 SIGNATURE AFFIDAVIT

- A. A Signature Affidavit (DAPW 14) containing the Bidder's authorized signature(s), properly notarized, may be submitted as a signature supplement to all other bid documents, except the bid bond, including:
 - 1. Contractor's Bid (DAPW 13)
 - 2. Non-Collusion Statement (DAPW121)
 - 3. Contractor's Affidavit of Subs Employed (DAPW 12)
 - 4. MBE/WBE/IVOSB Participation Plan and Good Faith Effort Worksheet (DAPW 26 SUP 2)

- B. All documents herein before required with the bid may be unsigned if the signature affidavit is submitted, except for the BID BOND. BIDDER MUST SIGN THE BID BOND.

NOTE: SIGNING THE SIGNATURE AFFIDAVIT OR BID FORM IS ACKNOWLEDGMENT OF PROCUREMENT OF ALL ADDENDA AND CERTIFICATION BY BIDDER THAT THE BID RECOGNIZES ALL ITEMS IN ALL ADDENDA.

06 WORK BY CONTRACTOR

The Contractor shall perform a minimum of 15% of the value of work (measured in dollars of the total contract price) with his own forces, and not more than 85% of the value of work is to be subcontracted.

07 SUBSTITUTIONS

The materials, products, systems and equipment described in the bidding documents, construction documents and addenda establish a standard or required function, dimension, appearance and quality that shall also be met by any proposed substitution. No substitution by manufacturer, or trade name of product named, or of a quality specified will be considered unless written request for approval has been submitted by the Bidder and has been received by the Designer and/or Public Works Division at least fourteen (14) calendar days prior to the date for receipt of bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The Designer and/or Public Works Division decision of approval or disapproval of the proposed substitution shall be final. Products, materials or systems not specified or approved prior to bidding, shall not be accepted for use in this project. All such substitutions accepted shall be acknowledged by addendum. See paragraph. 04 (C).

08 NONDISCRIMINATION

Pursuant to IC 22-9-1-10, the Contractor and subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the contract. Pursuant to IC 5-16-6-1, the contractor agrees:

- A. that in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor shall, by reason of race, religion, color, sex, disability, national origin or ancestry, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates; and
- B. that no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry; and
- C. that there may be deducted from the amount payable to the contractor by the State of Indiana or by any municipal corporation thereof, under this contract, a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and
- D. that this contract may be canceled or terminated by the State of Indiana or by any municipal corporation thereof, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.

09 EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

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

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

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

The contractor shall submit, before work begins the E-Verify case verification number for each individual who is required to be verified under IC 22-5-1.7. An individual who is required to be verified under IC 22-5-1.7 whose final case result is final non-confirmation may not be employed on the public works project.

A contractor may not pay cash to any individual employed by the contractor for work done by the individual on the public works project.

A contractor must follow the federal Fair Labor Standards Act of 1938, as amended (29 U.S.C. 201-209) and IC 22-2-2. A contractor must be in compliance with IC 22-3-5-1 and IC 22-3-7-34. A contractor must be in compliance with IC 22-4-1 through IC 22-4-39.5. A contractor must be in compliance with IC 4-13-18.

10 NOTICE OF AWARD

- A. Prior to execution of the Contract, in accordance with IC 4-13.6-5-2, the Director of Public Works may require additional submittals from Bidder/s to clarify contractor's experience and plans for performing the proposed work. Submittals which may be required include a critical path construction schedule which coordinates all significant tasks sequences and durations; schedule of values, and documentation of efforts to include minority, woman, and veteran owned businesses in the proposed work. The Director may require Bidder/s to provide a comprehensive list of subcontractors and suppliers within 24 hours of receipt of bids.
- B. Prior to execution of the Contract, the successful Bidder shall furnish a completed Domestic Steel Affirmation (DAPW 11) to Public Works Division, Indiana Department of Administration as part of the contract. The Domestic Steel Affirmation is included for Bidder's review but need not be submitted at the time of the bid opening. Definition of Steel Products: "Steel products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- C. Prior to execution of the Contract, the successful Bidder shall furnish a completed Contractor's Bond for Construction (DAPW 15) (combined performance and payment bond) to Public Works Division, Department of Administration as part of the contract. The Bond form is included for Bidder's review but need not be submitted at the time of the bid opening.
- D. Prior to execution of the Contract, the successful Bidder shall furnish a completed Contractor's Certificate of Insurance (DAPW 16) to Public Works Division, Department of Administration as part of the contract. The Insurance form is included for Bidder's review but need not be submitted at the time of the bid opening.
- E. Prior to execution of the Contract, the State of Indiana will issue to the successful Bidder an email letter stating that its bid was the lowest responsible and responsive bid and that the attached electronic format contract document is submitted to Contractor for its consideration. If Contractor finds it in accordance with the bid documents, Contractor will electronically sign the contract within ten (10) calendar days after receipt. Further state agency approvals are required, and Contractor is cautioned that a contract is not binding on the State until it is approved by all signatories required. Failure to execute the proper contract and furnish the ancillary documents shall constitute reason to surrender the bid bond.
- F. Concurrent with execution of the Contract, the successful Bidder may be required to furnish executed copies of Contractor-Subcontractor agreements as required in Article 5 of the General Conditions.

11 SUMMARY

All required bid documents must contain original handwritten signatures. Complete documents to be submitted with this bid:

- A. The Bid Bond (DAPW 15A) must be signed by both the Bidder and Bonding Company. The Bonding Company must also attach a Power of Attorney. Bid bond information, may be on the Bonding Company's standard form.
- B. The Contractor's Bid (DAPW 13)
 - Page 1: State the amount of the bid in figures and words.
 - Page 2: State the amount of the alternate(s), indicate add, deduct or no change (READ CAREFULLY).
 - Page 3: Authorized signature of the Company. If the signature affidavit is completed and submitted with the bid, this page must be submitted but need not be signed or notarized.
- C. The Signature Affidavit (DAPW 14) must contain the completed authorized signatures properly notarized and submitted with the bid as a supplement.

This Signature Affidavit shall fulfill all of the signature requirements. NOTE: The Signature Affidavit does not apply to the Bid Bond (DAPW 15A). The Bid Bond document must be fully completed with all required signatures and submitted with the bid.
- D. The Non-Collusion Statement (DAPW 121) must be signed by the same authorized person(s) who signed the bid documents. If the signature affidavit is completed and submitted with bid, this form shall be submitted, but need not be signed.
- E. For corporations, if anyone other than the president of the corporation signs, a Certificate of Corporate Resolution (DAPW 41) giving signature authority for the signer must be included.
- F. MBE/WBE/IVOSB Participation Plan and MBE/WBE/IVOSB Good Faith Effort Worksheet (DAPW 26 SUP2) must be completed and signed by the same authorized person who signed the bid documents.
- G. The completed Contractor's Affidavit of Subcontractors Employed (DAPW 12) whose subcontract amount will be \$150,000.00 or more.
- H. The completed plan for Contractor's Employee Drug Testing Plan (or statement of collective bargaining agreement).
- I. One copy only of the Bid Documents is required. Bidders may remove and use the Documents included in the project specifications or use reproductions of the Documents.

12 INDIVIDUAL BIDS SHALL BE REJECTED BY THE DIRECTOR, PUBLIC WORKS DIVISION, FOR THE FOLLOWING REASONS (IC 4-13.6-5-2; IC 4-13.6-6-1; 25 IAC 2-6-5)

- A. If the bid email subject line and bid form heading does not clearly identify the project number and description; if the name of the Bidder is not clearly indicated in the email and/or if the email is not received and date stamped within the Public Works Division electronic bid receipt mailbox prior to the stated time for receipt of bids.
- B. If the estimated base bid cost exceeds \$150,000.00 and the bidding contractor is not certified by Public Works Certification Board to offer bids in one of the specified categories.
- C. If the bidding contractor is under suspension by the Director of Public Works or by the Public Works Certification Board.
- D. If the bidding contractor is a trust and does not identify all beneficiaries and empowered settlors of the trust.
- E. If the contractor's drug plan is not included in the bid documents pursuant to and complies with IC 4-13-18.

13 INDIVIDUAL BIDS MAY BE REJECTED BY THE DIRECTOR, PUBLIC WORKS DIVISION, FOR THE FOLLOWING REASONS (25 IAC 2-6-5)

- A. If the Contractor's Bid (DAPW 13), Non-Collusion Statement (DAPW 121), and/or Bid Bond (DAPW 15A) are not signed and notarized as required by these instructions, or the Signature Affidavit (DAPW 14) and the Bid Bond (DAPW 15A) are not signed and notarized as allowed as an alternative.
- B. If all required bid or alternate(s) amounts, or unit prices are not submitted with the bid when specifically called for by the specifications issued for the project.

- C. When the Bidder adds any provision reserving the right to accept or reject the award, or if the Bidder adds conditions or alternates to his bid not requested (voluntary alternates), or if there are unauthorized additions or irregularities of any kind which tend to make the proposal incomplete, indefinite or ambiguous as to its meaning or amount.
- D. When no bids received are under or within funds that can be appropriated, or within the Designer's estimate or when situations develop which make it impossible or not practical to proceed with the proposed work.
- E. If, subsequent to the opening of the bids, facts exist which would disqualify the Bidder, or that such Bidder is not deemed by the Director, Public Works Division, to be responsive or responsible.
- F. If an out-of-state contractor is not registered with the Indiana Secretary of State or if any bidding contractor is not in good standing with the Secretary of State.

AFFIDAVIT OF SUBS EMPLOYED

Public Works Project Number: _____ Date: _____

Project Description: _____

Prime Contractor / Designer: _____

Form Submitted for Bid: _____ Contract: _____ or Payment No.: _____

The following companies are subcontractors on this project for the amount indicated:

Subcontractor Name	Subcontract For	Subcontract Amount	Revised Amount	DAPW Certified Y/N	MBE WBE IVOSB	On Site Y/N

_____ being duly sworn upon oath, deposes and says that they are _____ of the firm of _____ and is familiar with the affidavit herewith and that these entries are complete and true.

STATE OF _____ }
COUNTY OF _____ } SS:

_____ personally appeared before me, a Notary Public, in and for said County and State, this ___ day of _____, 20__, after being duly sworn upon his oath, says that the facts alleged in the foregoing affidavit are true.

My Commission Expires: _____

(SEAL)

NOTARY PUBLIC - SIGNATURE

NOTARY PUBLIC PRINTED NAME



GENERAL BID FOR PUBLIC WORKS - CONTRACTOR'S BID

State Form 34894 (03-25) / DAPW 13
Indiana Department of Administration – Public Works

INDIANA DEPARTMENT OF
ADMINISTRATION
DIVISION OF PUBLIC WORKS
402 West Washington Street
Room W462
Indianapolis, IN 46204

INSTRUCTIONS FOR BIDDERS:

Fill in all blank spaces and submit to the address located in the agency block on the top of this form. Please see the notice to bidders for the project in question for project-related information

Project Number:		Project Description / Title:	
Class of Work Bid Submitting For:			
Contractor Email Address		Contractor Cell Phone #	
Sum of Bid <i>Please Enter Amount in Text Format</i>		Sum of Bid <i>Please Enter Amount in Number Format</i>	
Federal ID Number (EIN) or Last 4 of Social Security	<i>Employer Identification Numbers, or EINs, are provided by the Internal Revenue Service when registering your company. Please see https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online for more information</i> <i>Please Do NOT include full Social Security Numbers</i>	Bidder ID Number	<i>Bidder Identification Numbers are provided by the Indiana Department of Administration. If you do not have a Bidder ID Number, you can obtain one at https://www.in.gov/idoa/procurement/supplier-resource-center/requirements-to-do-business-with-the-state/bidder-profile-registration/</i>

Pursuant to notices given, the undersigned proposes to furnish and install work in accordance with the construction documents prepared by the Designer detailed below:

Designer Name		Designer Phone #	
Designer Address			

Alternate Bids

Instructions:

Add Alternates Are Not to be included as part of the Base Bid Scope of Work.

Deduct Alternates are items of work that are to be included in the Base Bid Scope of Work and deducted from the project as described herein.

The work shall be as described in Section, ALTERNATES.

Bidder shall provide a response to each alternate specified. Response must indicate the amount to be ADDED to the base bid, DEDUCTED from the base bid, or that there is NO CHANGE.

Failure to respond to all alternates may cause the bid to be rejected.

BIDDER SHALL CHECK APPLICABLE BOX to the right for each listed alternate

Alternate Number		Add		Deduct		No Change		Dollar Amount	
Alternate Number		Add		Deduct		No Change		Dollar Amount	
Alternate Number		Add		Deduct		No Change		Dollar Amount	
Alternate Number		Add		Deduct		No Change		Dollar Amount	
Alternate Number		Add		Deduct		No Change		Dollar Amount	
Alternate Number		Add		Deduct		No Change		Dollar Amount	
Alternate Number		Add		Deduct		No Change		Dollar Amount	
Alternate Number		Add		Deduct		No Change		Dollar Amount	
Alternate Number		Add		Deduct		No Change		Dollar Amount	
Alternate Number		Add		Deduct		No Change		Dollar Amount	

Ethics Compliance.

The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in IC § 4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. If the Contractor has knowledge, or would have acquired knowledge with a reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC §4-2-6-10.5 prior to the execution of this Contract. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

Non-Discrimination Compliance

Pursuant to IC 22-9-1-10, the Contractor and subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

Addenda Recognition

BY SIGNING THIS BID THE BIDDER ACKNOWLEDGES PROCUREMENT OF ALL ADDENDA AND CERTIFIES THAT THIS BID RECOGNIZES ALL ITEMS IN ALL ADDENDA.

Sole Proprietor Signature

In testimony whereof, the Bidder (a sole proprietor has hereunto set his or her hand on the date marked below.

Proprietorship (Company Name)		Bidder (Owner) Name	
Date (MM-DD-YYYY)		Bidder (Owner) Signature	

Partnership Signatures

In testimony whereof, the Bidder (a partnership) has here unto set their hands on the date marked below.

Company Name		Date (MM-DD-YYYY)	
Partner Name		Partner Signature	
Partner Name		Partner Signature	

Corporate Signatures

In testimony whereof, the Bidder (a corporation) has caused this proposal to be signed by its President or other authorized signatory and Secretary on the date marked below.

If the bid is signed by other than the President, a Corporation Resolution designating other authorized signatory shall be submitted with this bid unless already on file with the Certification Board of the Public Works Division.

Corporation Name		Date (MM-DD-YYYY)	
President or Authorized Signatory Name		President or Authorized Signature	
Secretary Name		Secretary Signature	

SIGNATURE AFFIDAVIT

PROJECT NO: _____

STATE OF _____ }
COUNTY OF _____ } SS:
_____ }

Before me, the undersigned notary public, appeared _____ and being duly
(name of bidder)

sworn, on his oath says that he/she is _____
(president, general partner, owner)

of _____, bidder on Project No. _____, and
(name of company)

Affirmed that:

1. This bid is submitted in good faith in the amount stated herein, and will be fulfilled according to the Contract Documents (contract, general and supplemental conditions, technical specification, drawings and addenda thereto), if this bid is accepted; and
2. The statements are true contained in the Non-Collusion Statement, and as applicable, the Contractor's Affidavit of Subs Employed and the MBE, WBE and IVOSB Participation Plan and Good Faith Efforts Worksheet.

By: _____
(Signature)

(Printed name)

(Printed or typed name of company)

(must be signed by principal of organization)

STATE OF _____ }
COUNTY OF _____ } SS:
_____ }

_____ personally appeared before me, a Notary Public, in and for said County and State, this _____ day of _____, 20____, after being duly sworn upon his oath, says that the facts alleged in the foregoing affidavit are true.

My Commission Expires:

NOTARY PUBLIC – SIGNATURE

NOTARY PUBLIC PRINTED NAME

(SEAL)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
(Contractor's Name and Address)

as Principal, hereinafter called the Principal, and the _____
(Bonding Company Name)

a corporation duly organized under the laws of the State of _____
as Surety, hereinafter called the Surety, are held and firmly bound unto Public Works Division/Department of
Administration, State of Indiana, as Obligee, hereinafter called the Obligee,

in the sum of _____
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves,
our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: (insert State Project Number, Description and Location)

Project No. _____

Project Description: _____

Project Location: _____

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, 20____.

(Witness)

(Principal)

By: _____
(Title)

(Surety)

Witness)

(Attorney-in-fact)

MINORITY, WOMEN'S AND INDIANA VETERAN OWNED BUSINESS ENTERPRISES PARTICIPATION PLAN FOR PUBLIC WORKS PROJECTS

CONTRACT GOALS 7% MBE 5% WBE 3% IVOSB

When a bidder submits a Minority, Women's and Indiana Veteran Owned Business Enterprises Participation Plan (Plan) in accordance with IC 4-13-16.5, 25 IAC 5, 25 IAC 9, and the IDOA DSD [Public Works Construction Projects Policy](#), the bidder will be held to those commitments. The Plan must show that there are Minority Business Enterprises (MBE), Women's Business Enterprises (WBE), and Indiana Veteran Owned Small Business Enterprises (IVOSB), as listed in the Indiana Department of Administration's Division of Supplier Diversity's directory of certified firms, participating in the public works project. Bidders must indicate the name of the MBE, WBE and IVOSB subcontractor with which it will work, the contact name and phone number at the firm(s), the service(s) and/or supplies provided by the firm(s), the specific percentage of the bid that will be directed toward each firm, and the approximate dates for utilization these supplies and/or services. The Indiana Department of Administration reserves the right to verify all information included in the Plan.

All prime contractors, including MBE, WBE and IVOSB prime contractors, are expected to meet the contract goals through use of subcontractors. Per 25 IAC 9-4-1(c), "IVOSB primes shall receive credit toward the contract goal for the use of its own workforce." But, pursuant to 25 IAC 5-6-2(d), "MBE and WBE prime contractors will get no credit toward the contract goal for the use of their own workforce."

Bidders may contact the Division of Supplier Diversity ("DSD") if they have any questions regarding their Plan. A complete list of all currently certified MBEs, WBEs, and IVOSBs may be found using this link: <http://www.in.gov/idoa/mwbe/2743.htm>.

Minority, Women's and Indiana Veteran Owned Business Enterprises Participation Letter of Commitment

A signed letter(s), on company letterhead, from the MBE, WBE and/or IVOSB must accompany the Plan. This letter(s) shall state and will serve as acknowledgement from the MBE, WBE and/or IVOSB of its amount of participation, the scope of products and/or services, and approximate date these products and/or services will be utilized.

By submission of the proposal or bid, the bidder acknowledges and agrees to be bound by the regulatory processes involving the State's MBE, WBE and IVOSB Programs. Questions involving the regulations governing the Plan should be directed to DSD's Compliance Unit at 317/232-3061 or mwbecompliance@idoa.in.gov.

MBE/WBE and IVOSB PARTICIPATION PLAN

BID/PROJECT # _____ DUE DATE _____

BIDDER _____

ADDRESS _____

CITY/STATE/ZIP _____

EMAIL _____

PHONE () _____

The following DSD Certified Businesses will be participating in the public works project:

COMPANY NAME	MBE WBE IVOSB	Contact Name & PHONE	SCOPE OF PRODUCTS/SERVICES	UTILIZATION DATE (S)	% OF TOTAL BID

*If additional room is necessary, indicate here _____. Please attach a separate page.

THIS DOCUMENT MUST BE INCLUDED IN YOUR BID PACKAGE ALONG WITH THE COMPLETED LETTER(S) OF COMMITMENT.

If the levels of participation do not reach the goals of the project, Bidder should continue to the Good Faith Efforts Worksheet and Request for GFE Review.

**Indiana Department of Administration, Public Works Division
PRIME BIDDER GOOD FAITH EFFORTS (GFE) WORKSHEET**

BIDDER NAME _____ BID/PROJECT NUMBER _____

BUSINESS ADDRESS _____

EMAIL _____

PHONE NUMBER _____

CONTRACT GOALS 7% MBE 5% WBE 3% IVOSB

This worksheet is to be used to assist you in meeting the subcontracting participation goals. If your bid does not meet the goals or partially meets the goals, this form, along with the **Request for GFE Review**, shall be submitted with your BID PACKAGE.

Company Name and Address	M B E	W B E	I V O S B	Date of Contact	Date of Response	Goods or Services Requested	Result (Include Price Quote)

DESCRIBE FURTHER EFFORTS:

DSD Assistance	Describe
Advertisement	Describe
Agency Assistance	Describe
Other Criteria	Describe

***If additional room is necessary, indicate here _____. Please attach a separate page.**

REQUEST FOR GOOD FAITH EFFORTS (GFE) REVIEW

BIDDER NAME _____ BID/PROJECT NUMBER _____

BUSINESS ADDRESS _____

EMAIL _____

PHONE NUMBER _____

BIDDER IS REQUESTING (check all that apply)☐ **MBE** – A review of Bidder's GFE toward the MBE goal for this solicitation is requested.☐ **Total**☐ **Partial** _____ %☐ **WBE** – A review of Bidder's GFE toward the WBE goal for this solicitation is requested.☐ **Total**☐ **Partial** _____ %☐ **IVOSB** – A review of Bidder's GFE toward the IVOSB goal for this solicitation is requested.☐ **Total**☐ **Partial** _____ %

Submission of this form constitutes the Bidder's acknowledgement and agreement to comply with the M/WBE and IVOSB requirements set forth in IC 4-13-16.5, 25 IAC 5, and 25 IAC 9.

I affirm, under penalties of perjury, the information contained in this form is true and accurate.**Signature:** _____**Printed name & title:** _____**FOR AUTHORIZED USE ONLY****Date received:** _____**Reviewed by:** _____**Date returned to bidder:** _____**GOOD FAITH EFFORTS** ☐ **Approved** ☐ **Not Approved****COMMENTS:** _____

**I. MINORITY, WOMEN'S AND INDIANA VETERAN OWNED BUSINESS
ENTERPRISES PARTICIPATION PLAN**

When a Respondent submits a Minority, Women's and Indiana Veteran Owned Business Enterprises Participation Plan in accordance with IC 4-13-16.5, 25 IAC 5 and 25 IAC 9, (the "Plan"), Respondent will be held to those commitments. The Plan must show that there are, participating in the proposed contract, Minority Business Enterprises (MBE), Women's Business Enterprises (WBE), and Indiana Veteran Owned Small Business Enterprises (IVOSB) listed in the Minority and Women's Business Enterprises Division (MWBED) directory and the IVOSB directory of certified firms. Respondents must indicate the name of the MBE, WBE and IVOSB with which it will work, the contact name and phone number at the firm(s), the service supplied by the firm(s), the specific dollar amount from this contract that will be directed toward each firm, and the approximate date these products and/or services will be utilized. If participation is met through use of vendors who supply products and/or services, the Respondent must also indicate the vendor's tax ID number as well as provide a description of products and/or services provided to the Respondent that are directly related to this proposal and the cost of direct supplies for this proposal. All prime contractors, including MBE, WBE and IVOSB prime contractors, are expected to meet the contract goals through use of subcontractors.

The Indiana Department of Administration ("IDOA") in its commitment to Minority, Women's and Indiana Veteran Owned Small Business participation in the state's procurement and contracting process, expects MBE, WBE and IVOSB participation in bids for public works projects with subcontracting opportunities. The Department reserves the right to verify all information included in the Plan.

Respondents may contact MWBED if they have any questions regarding their Participation Plan. A complete list of all currently certified MBE's and WBE's is located at this link: <http://www.in.gov/idoa/mwbe/2743.htm>. The complete list of certified IVOSBs can be found at this link http://www.in.gov/idoa/files/ivbe_certification_list.xls.

**Minority, Women's and Indiana Veteran Owned Business Enterprises Participation
Letter of Commitment**

A signed letter(s), on company letterhead, from the MBE, WBE and/or IVOSB must accompany the Plan. This letter(s) shall state and will serve as acknowledgement from the MBE, WBE and/or IVOSB of its amount of participation, the scope of products and/or services, and approximate date these products and/or services will be utilized.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the regulatory processes involving the State's MBE, WBE and IVOSB Programs. Questions involving the regulations governing the Plan should be directed to MWBED's Compliance Unit at 317/232-3061 or to IDOA at 317-233-1494.

MBE/WBE and IVOSB PARTICIPATION PLAN

RFP # / Bid # / Quote # _____ DUE DATE _____

(Circle One)

RFP / BID / QUOTE NAME _____

(Circle One)

RESPONDENT _____

ADDRESS _____

CITY/STATE/ZIP _____

PHONE () _____

The following MBEs and/or WBEs listed in the MWBED directory will be participating in the contract:

<u>MBE/WBE</u>	<u>PHONE</u>	<u>COMPANY NAME</u>	<u>SCOPE OF PRODUCTS/SERVICES</u>	<u>UTILIZATION DATE</u>	<u>AMOUNT</u>
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The following IVOSBs listed in the IVOSB directory will be participating in the contract:

<u>IVOSB</u>	<u>PHONE</u>	<u>COMPANY NAME</u>	<u>SCOPE OF PRODUCTS/SERVICES</u>	<u>UTILIZATION</u>	<u>DATE</u>	<u>AMOUNT</u>
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***If additional room is necessary, indicate here_____ . Please attach a separate page.**

**Indiana Department of Administration
Public Works and State Office Building Commission
GOOD FAITH EFFORTS WORKSHEET**

BIDDER _____

BID/PROJECT NUMBER _____

CONTRACT GOALS 7% MBE 5% WBE

List the M/WBEs contacted and complete the following information for each. Copies of all communications to and from each vendor should be maintained.

Company Name and Address	MBE	WBE	Type of Contact	Date of Contact	Date Response Due	Goods Or Services Requested	Result (Include Price Quote)

Indicate **Good Faith Efforts** made to utilize MWBEs. Check and explain all that apply or should be considered. Please provide evidence of the efforts that you want to be considered. A complete description of each criteria may be found in the **Indiana Department of Administration Public Works and State Office Building Commission MWBE Participation Policy**.

MBE and WBE Barrier Assistance	Describe
Advertisement	Describe
Agency Assistance	Describe
Other Criteria	Describe

CERTIFICATE OF CORPORATE RESOLUTION

I, _____, do hereby certify that I am the Secretary
Type Name
of _____, a corporation duly organized and
existing under and by virtue of the Laws of the State of Indiana;

I further certify that a regular/special meeting of the members of the Board of Directors of said corporation, duly called held and convened in conformity with the Charter and By Laws of said corporation, on the __day of _____, 20__, a quorum being present and voting thereon, the following resolution was duly adopted, to-wit:

I further certify that the foregoing resolution is a full, true, and complete copy as the same appears on record in the Minute Record Book of said corporation of which I am the legal custodian; that the same has not been altered, amended or repealed and is now in full force and effect.

In Witness Whereof, I have hereunto set my hand for said corporation this _____ day of _____, 20_____.

By: _____
(Signature)

(must be signed by principal of organization)
STATE OF }
 } SS:
COUNTY OF }

_____ personally appeared before me, a Notary Public, in and for said County and State, this _____ day of _____, 20__, after being duly sworn upon his oath, says that the facts alleged in the foregoing affidavit are true.

My Commission Expires:

(SEAL)

NOTARY PUBLIC - SIGNATURE

NOTARY PUBLIC PRINTED NAME

NON-COLLUSION STATEMENT

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

Signature

Printed Name

Title

Company

Date



STATE OF INDIANA DRUG-FREE WORKPLACE CERTIFICATION

State Form 44260 (R2 / 12-22)

Pursuant to Executive Order No. 90-5, April 12, 1990, issued by Governor Evan Bayh, the Indiana Department of Administration requires the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000. No award of a contract or grant shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000, shall be valid unless and until this certification has been fully executed by the Contractor or Grantee and attached to the contract or agreement as part of the contract documents. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

The Contractor/Grantee certifies and agrees that it will provide a drug-free workplace by:

(a) Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

(b) Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

(c) Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(d) Notifying in writing the contracting State Agency and the Indiana Department of Administration within ten (10) days after receiving notice from an employee under subdivision (c) (2) above, or otherwise receiving actual notice of such conviction;

(e) Within thirty (30) days after receiving notice under subdivision (c) (2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and

(f) Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

THE UNDERSIGNED ALSO AGREES THAT BY TYPING THEIR NAME ONTO THIS FORM, THEY AGREE TO THE USE OF THEIR DIGITAL NAME AS A LEGAL SIGNATURE

Printed Name of Organization

Contract/Grant ID Number

Authorized Representative

Date

Title

CONTRACTOR'S EMPLOYEE DRUG TESTING

IC 4-13-18 Chapter 18. Drug Testing of Employees of Public Works Contractors

4-13-18-1	Applicability
4-13-18-2	"Bid"
4-13-18-3	"Contractor"
4-13-18-4	"Public works contract"
4-13-18-5	Employee drug testing plan required in bid; collective bargaining agreements
4-13-18-6	Employee drug testing program requirements
4-13-18-7	Contract cancellation for noncompliance

IC 4-13-18-1 Applicability

Sec. 1. This chapter applies only to a public works contract awarded after June 30, 2006.

As added by P.L.160-2006, SEC.2.

IC 4-13-18-2 "Bid"

Sec. 2. As used in this chapter, "bid" includes a quotation.

As added by P.L.160-2006, SEC.2.

IC 4-13-18-3 "Contractor"

Sec. 3. (a) As used in this chapter, "contractor" refers to a person who:

- (1) submits a bid to do work under a public works contract; or
- (2) does any work under a public works contract.

(b) The term includes a subcontractor of a contractor.

As added by P.L.160-2006, SEC.2.

IC 4-13-18-4 "Public works contract"

Sec. 4. As used in this chapter, "public works contract" refers to:

- (1) a public works contract covered by [IC 4-13.6](#);
- (2) a public works contract covered by [IC 5-16](#) and entered into by a state agency; or
- (3) a state highway contract covered by [IC 8-23-9](#);
- (4) a public works contract covered by [IC 36-1-12](#);

when the estimated cost of the public works project is one hundred fifty thousand dollars (\$150,000) or more.

As added by P.L.160-2006, SEC.2. Amended by P.L.72-2018, SEC.10.

**IC 4-13-18-5 Employee drug testing plan required in bid;
collective bargaining agreements**

Sec. 5. (a) A solicitation for a public works contract must require each contractor that submits a bid for the work to submit with the bid a written plan for a program to test the contractor's employees for drugs.

(b) A public works contract may not be awarded to a contractor whose bid does not include a written plan for an employee drug testing program that complies with this chapter.

(c) A contractor that is subject to a collective bargaining agreement shall be treated as having an employee drug testing program that complies with this chapter if the collective bargaining agreement establishes an employee drug testing program that includes the following:

- (1) The program provides for the random testing of the contractor's employees.
- (2) The program contains a five (5) drug panel that tests for the substances identified in section 6(a)(3) of this chapter.
- (3) The program imposes disciplinary measures on an employee who fails a drug test. The disciplinary measures must include at a minimum, all the following:
 - (A) The employee is subject to suspension or immediate termination.
 - (B) The employee is not eligible for reinstatement until the employee tests negative on a five (5) drug panel test certified by a medical review officer.
 - (C) The employee is subject to unscheduled sporadic testing for at least one (1) year after reinstatement.
 - (D) The employee successfully completes a rehabilitation program recommended by a substance abuse professional if the employee fails more than one (1) drug test.

A copy of the relevant part of the collective bargaining agreement constitutes a written plan under this section.

As added by P.L.160-2006, SEC.2.

IC 4-13-18-6 Employee drug testing program requirements

Sec. 6. (a) A contractor's employee drug testing program must satisfy all of the following:

- (1) Each of the contractor's employees must be subject to a drug test at least one (1) time each year.
- (2) Subject to subdivision (1), the contractor's employees must be tested randomly. At least two percent (2%) of the contractor's employees must be randomly selected each month for testing.
- (3) The program must contain at least a five (5) drug panel that tests for the following:
 - (A) Amphetamines.
 - (B) Cocaine.
 - (C) Opiates (2000 ng/ml).
 - (D) PCP.
 - (E) THC.

(4) The program must impose progressive discipline on an employee who fails a drug test.

The discipline must have at least the following progression: (A) After the first positive test, an employee must be:

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- (i) suspended from work for thirty (30) days;
 - (ii) directed to a program of treatment or rehabilitation; and
 - (iii) subject to unannounced drug testing for one (1) year, beginning the day the employee returns to work.
- (B) After a second positive test, an employee must be:
- (i) suspended from work for ninety (90) days;
 - (ii) directed to a program of treatment or rehabilitation; and
 - (iii) subject to unannounced drug testing for one (1) year, beginning the day the employee returns to work.
- (C) After a third or subsequent positive test, an employee must be:
- (i) suspended from work for one (1) year;
 - (ii) directed to a program of treatment or rehabilitation; and
 - (iii) subject to unannounced drug testing for one (1) year, beginning the day the employee returns to work.

The program may require dismissal of the employee after any positive drug test or other discipline more severe than is described in this subdivision.

(b) An employer complies with the requirement of subsection (a) to direct an employee to a program of treatment or rehabilitation if the employer does either of the following:

- (1) Advises the employee of any program of treatment or rehabilitation covered by insurance provided by the employer.
- (2) If the employer does not provide insurance that covers drug treatment or rehabilitation programs, the employer advises the employee of agencies known to the employer that provide drug treatment or rehabilitation programs.

As added by P.L.160-2006, SEC.2.

IC 4-13-18-7 Contract cancellation for noncompliance

Sec. 7. (a) The public works contract must provide for the following:

- (1) That the contractor implement the employee drug testing program described in the contractor's plan.
- (2) Cancellation of the contract by the agency awarding the contract if the contractor:
 - (A) fails to implement its employee drug testing program during the term of the contract;
 - (B) fails to provide information regarding implementation of the contractor's employee drug testing program at the request of the agency; or
 - (C) provides to the agency false information regarding the contractor's employee drug testing program.

(b) The provisions of the public works contract relating to cancellation of the contract by the agency awarding the contract apply to cancellation of the public works contract under this section.

As added by P.L.160-2006, SEC.2.

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Domestic Steel Affirmation

State Form 12125, DAPW 11 (04-25)

Indiana Department of Administration – Public Works

Department of Administration

Public Works

402 West Washington Street, Room W462

Indianapolis, IN 46204

E-mail: publicworks@idoa.in.gov

Website: www.in.gov/idoa

Domestic Steel Affirmation

Project Number:

I hereby swear or affirm under the penalties of perjury that the steel products furnished for this project shall conform to the requirements of Indiana Code 5-16-8-1 and 5-16-8-2.

IC 5-16-8-1 Definitions

Sec. 1. (a) The definitions in this section apply throughout this chapter.

(b) "Foundry products" means products cast from ferrous and nonferrous metals by foundries in the United States.

(c) "Person" means a natural person, corporation, limited liability company, partnership, or other business unit or association.

(d) "Public agency" means:

(1) the state of Indiana;

(2) a department, agency, board, commission, or institution of the state of Indiana; or

(3) a county, city, township, school or conservancy district, or other governmental unit or district;

that receives public bids for construction or other public works under Indiana law.

(e) "Steel products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer, or other steel making process.

(f) "United States" refers to the United States of America. The term includes all territory, continental or insular, subject to the jurisdiction of the United States.

IC 5-16-8-2(a) Public agency contract provisions; rules for determining reasonable pricing.

Sec. 2. (a) Each public agency shall require that every contract for the construction, reconstruction, alteration, repair, improvement or maintenance of public works contain a provision that, if any steel or foundry products are to be used or supplied in the performance of the contract or subcontract, only steel or foundry products made in the United States shall be used or supplied in the performance of the contract or any of the subcontracts unless the head of the public agency determines, in writing, that the cost of steel or foundry products is considered to be unreasonable.

Signature of President:

Printed Name:

Date:

Printed Name of Company:

Attesting Signature of Vice President / Secretary/ Treasurer:

Date:

CONTRACTOR'S BOND FOR CONSTRUCTION

KNOW ALL MEN BY THESE PRESENT, that _____
(Contractor)

_____ of _____
(Address) (City, State)

as principal and _____
(Bonding Company)

(Address) (City, State) (Zip Code)

as surety, are firmly bound unto the State of Indiana in the penal sum of \$_____ Dollars, for the payment of which, well and truly to be made, we bind ourselves, jointly and severally, and our joint and several heirs, executors, administrators and assigns, firmly by these present, this ____ day of _____, 20____.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SURE, THAT, WHEREAS the State of Indiana acting by and through the Commissioner, Department of Administration, has entered into a certain written contract dated _____ of _____

(Project Number and Description)

_____ situated in _____
Indiana, in accordance with the construction documents approved and adopted by said Commissioner, Department of Administration, which are made a part of this bond.

NOW THEREFORE, if the said _____
(Contractor)

_____, shall well and faithfully do and perform the same in all respects according to the plans and specifications adopted by said Commissioner, Department of Administration, and according to the time, terms and conditions specified in said contract and incurred by him or any subcontractor in the prosecution of said work, including labor, service and materials furnished, then this obligation shall be void; otherwise to remain in full force, virtue and effect. This bond shall adhere to the requirements of IC 4-13.6-7-6 and IC 4-13.6-7-7.

IN WITNESS WHEREOF, we hereunto set our hands and seals this _____ day
of _____, 20_____.

By: _____ (Seal)
(Contractor)

By: _____ (Seal)
(Bonding Company)

By: _____
(Attorney-in-fact)

CONTRACTOR'S CERTIFICATE OF INSURANCE

This certifies to the addressee shown below that the following described policies, subject to their terms, conditions, and exclusions, have been issued to:

NAME AND ADDRESS OF INSURED:

COVERING (show State project number, name and location)

ADDRESSEE: PUBLIC WORKS DIVISION/DEPARTMENT OF ADMINISTRATION

DATE:

TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
1. General Liability a. Bodily Injury Including Personal Injury				Each Person - Premises and Operations	\$ _____
				Each Person - Elevators	\$ _____
				Each Person - Independent Contractor	\$ _____
				Each Person - Products Completed Including Operations	\$ _____
				Each Person - Contractual	\$ _____
				Each Occurrence -	\$ _____
				Aggregate - Products Completed Including Operations	\$ _____
b. Property Damage				Each Occurrence - Premises and Operations	\$ _____
				Each Occurrence - Elevators	\$ _____
				Each Occurrence - Independent Contractor	\$ _____
				Each Occurrence - Products Completed Including Operations	\$ _____
				Each Occurrence - Contractual	\$ _____
				Aggregate -	\$ _____
				Aggregate - Operations Protective Products and Contractual	\$ _____
2. Automobile Liability a. Bodily Injury b. Property Damage				Each Person	\$ _____
				Each Occurrence	\$ _____
				Each Accident	\$ _____
3. Excess Liability Umbrella					\$ _____
4. a. Workmen s Compensation b. Employer s Liability				Statutory Workmen s Compensation	\$ _____
				One Accident And Aggregate Disease	\$ _____
5. Builder s Risk					\$ _____

UNDER GENERAL LIABILITY POLICY OR POLICIES

YES

NO

- Does Property Damage Liability Insurance shown include coverage for **XC** and **U** hazards? _____
- Is Occurrence Basis Coverage provided under Property Damage Liability?.. _____
- Is Broad Form Property Damage Coverage provided for this Project?..... _____
- Is Personal Injury Coverage included?..... _____
- Is coverage provided for Contractual Liability (including indemnification provision) assumed by insured?..... _____

UNDER AUTOMOBILE LIABILITY POLICY OR POLICIES

- Does coverage shown above apply to non-owned and hired automobiles?..... _____
- Is Occurrence Basis Coverage provided under Property Damage Liability?.. _____

In the event of cancellation, fifteen (15) days written notice shall be given to the party to whom this certificate is addressed.

NAME OF INSURANCE COMPANY

ADDRESS

SIGNATURE OF AUTHORIZED REPRESENTATIVE



INDIANA DEPARTMENT OF ADMINISTRATION
PUBLIC WORKS DIVISION

GENERAL CONDITIONS

Indiana Department of Administration
Public Works Division
402 W. Washington Street, W462
Indianapolis, Indiana 46204

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STATE OF INDIANA
GENERAL CONDITIONS

ARTICLE 1 CONTRACT DOCUMENTS

1.1 Definitions

1.1.1 Contract Documents

The Contract Documents consist of the Contract, the Instructions to Bidders, the Contractor's Proposal (Bid), the Conditions of the Contract (General and Supplementary), Drawings, Specifications, and Addenda issued prior to bidding, Change Orders, any written interpretation issued as a field order by the Designer pursuant to Article 1.2, and all field orders for minor changes in the Work by the Designer pursuant to Article 12.3.

1.1.2 Contract

The Contract Documents form the Contract for construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.

1.1.3 Work

All labor, material, equipment, systems and services necessary to produce the result called for in the Contract Documents.

1.1.4 Project

The Project is the total construction project designed by the Designer of which the Work performed under the Contract Documents may be the whole or a part of the whole Project.

1.2 Execution, Correlation, Intent and Interpretations

1.2.1 The Contract Documents shall be signed by the Owner and the Contractor. The signature process may be done electronically at the discretion of the Owner.

1.2.2 By executing the Contract, the Contractor represents that Contractor has visited the site and correlated its observations with the requirements of the Contract Documents and has no major question pertaining thereto.

1.2.3 The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the Contract Documents is to include all labor, equipment, supervision and materials, for the proper execution and completion of the Work, and also to include those things that may be reasonably inferable from the Contract Documents as being necessary to produce the intended results. Words that have a well-known technical or trade meaning are used herein, in accordance with such recognized meaning.

1.2.4 Written interpretations necessary for the proper execution of the Work, in the form of drawings or otherwise will be issued with reasonable promptness by the Designer. Such interpretations shall be consistent with and reasonably inferable from the Contract Documents, and may be issued by field order subject to Owner's approval.

1.3 Copies Furnished and Ownership

1.3.1 The Contractor will be furnished 5 copies of drawings and specifications and any other information necessary for the execution of the Work.

1.3.2 All drawings, specifications, and copies thereof furnished by the Designer are the Designer's property. They are not to be used on any other Project, and, with the exception of one Contract set for each party to the Contract, are to be returned on request to the Designer at the completion of the Work.

ARTICLE 2 DESIGNER

2.1 Definition

2.1.1 The Designer is the person or organization identified as Designer of the Project and is referred to throughout the Contract Documents as if singular in number and, in some places, masculine in gender. The terms Designer, Engineer, Architect, (and in certain projects Director, Public Works Division, or his/her authorized representative), shall mean the Designer.

2.2 Administration of the Contract

2.2.1 The Designer will provide general administration of the Contract, including the functions hereinafter described.

2.2.2 Unless stated otherwise, the Designer shall be the Owner's representative during the construction phase. Designer shall have authority to act on behalf of the Owner only to the extent expressly provided in the Contract Documents or otherwise in writing, which will be shown to the Contractor. The Designer will advise and consult with the Owner and all of the Owner's instructions to the Contractor shall be issued through the Designer.

2.2.3 The Designer shall have access to the Work at all times wherever it is in storage, preparation and progress. The Contractor shall provide facilities for such access so that the Designer and Owner's Site Representative may perform their functions under the Contract Documents.

2.2.4 The Designer will make no less than weekly visits to the site when work is in progress to familiarize itself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. Designer will not be required to make exhaustive or continuous on-site inspection to check the quality or quantity of the Work. On the basis of Designer's on-site observations, Designer will keep the Owner informed of the progress of the Work and will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.

2.2.5 Based on such observation and the Contractor's applications for payment, the Designer will determine the amount owed to the Contractor and will issue Certificates for Payment in such amounts.

2.2.6 The Designer will be, in the first instance, the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder. Designer will promptly render such interpretations as Designer may deem necessary for the proper execution or progress of the Work.

2.2.7 All interpretations and decisions of the Designer will be consistent with the intent of the Contract Documents. Designer will exercise its best efforts to insure faithful performance by the Contractor.

2.2.8 Claims, disputes and other matters in question relating to the execution or progress of the Work or interpretation of the Contract Documents shall be referred initially to the Designer for decision and be subject to written appeal within fifteen (15) days by the Contractor. The Designer's decision shall be submitted promptly in writing to the Director, Public Works Division, who shall have full authority to render the final and binding decision.

2.2.9 The Designer will have responsibility to recommend to the Owner the rejection of work that does not conform to the Contract Documents. Whenever the Designer considers it necessary or advisable, Designer shall recommend to the Owner the stoppage of the Work or any portion thereof, and to recommend special examination or testing of the Work (whether or not fabricated, installed, or completed).

2.2.10 The Designer will review and approve or take other appropriate action upon the Contractor's submittals such as shop drawings, product data and samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Designer's approval of a specific item shall not indicate approval of all assembly of which the item is a component.

2.2.11 The Designer will prepare change orders in accordance with Article 12.

2.2.12 The Designer will conduct reviews to determine the dates of Substantial Completion and Final Completion, will receive and forward to the Owner for the Owner's review written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of Article 9.7.

2.2.13 The Designer, together with representatives from the Contractor and the Owner will conduct a review of the Work nine (9) months after the date of substantial completion to determine any work not in compliance with the Contract Documents at that time. A list of items to be corrected or completed will be forwarded to the Contractor for corrective action prior to the expiration of the one year warranty period.

2.2.14 The duties, responsibilities and limitations of authority of the Designer as the Owner's representative during construction as set forth in Articles 1 through 14 of these General Conditions shall not be modified or extended without written consent of the Owner.

2.2.15 The Designer will not be responsible for the acts or omissions of the Contractor, Subcontractor, or any of their superintendents, supervisory staffs, agents or employees, or any other persons performing any of the Work.

2.2.16 In case of the termination of the employment of the Designer, the Owner shall appoint a Designer against whom the Contractor makes no reasonable objections, whose status under the Contract shall be that of Designer.

ARTICLE 3 OWNER**3.1 Definition**

3.1.1 The Owner is the State of Indiana, represented by the Commissioner, Department of Administration, acting through the Director, Public Works Division, and the Director's designated project manager.

3.2 Information and Service Required of the Owner

3.2.1 The Owner will furnish, through the Designer, surveys, describing known physical characteristics, legal limits and utility locations for the property on which the Project is to be erected, if in the Owner's possession.

3.2.2 Information or services under the Owner's control shall be furnished by the Owner with promptness to avoid delay in the orderly progress of the Work.

3.2.3 The Owner shall issue all instructions to the Contractor through the Designer unless specified elsewhere in these documents.

3.2.4 If the Contractor fails to correct defective work as required by Article 13 or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner, by a written order may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Article 6.1.

3.3 Owner's Site Representative

3.3.1 Notwithstanding the obligations of the Designer as Owner's representative during construction, the Owner may employ an on-site representative to observe the progress of the Work.

3.3.2 The Owner's Site Representative shall function as an observer only. Owner's Site Representative shall report his/her findings to the Designer for review and any required further action. The Owner's Site Representative is not authorized to make changes in the Work or to interpret the Contract Documents.

3.3.3 The Owner's Site Representative shall have at all times access to the Work wherever it is in storage, preparation and progress. Owner's Site Representative may attend meetings at the site and he/she may review and approve the Contractor payment requests.

ARTICLE 4 CONTRACTOR**4.1 Definition**

4.1.1 The Contractor is the person or organization identified as such in the Contract. The Contractor is referred to throughout the Contract Documents as if singular in number and, in some places, masculine in gender. The term Contractor means the Contractor or its authorized representative.

4.2 Review of Contract Documents

4.2.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Designer and the Owner any error, inconsistency or omission Contractor may discover. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved shop drawings, product data or samples for such portion of the Work.

4.3 Supervision and Construction Procedures

4.3.1 The Contractor shall supervise and direct the Work, using its best skill and attention. Contractor shall be solely responsible for the quality of the Work and for all construction techniques, sequences, and procedures, and for coordinating all portions of the Work.

4.3.2 The Contractor shall not be relieved from its obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Designer in administration of the Contract, or by inspections, tests or approvals required or performed under Paragraph 7.9 by persons other than the Contractor.

4.4 Labor and Materials

4.4.1 Unless otherwise specified in Division 1, the Contractor shall provide and pay for all labor, material, equipment, tools, construction equipment, machinery, transportation, and other facilities and services necessary for the proper execution of the Work.

4.4.2 Unless otherwise specified in Division 1, the Contractor shall provide and pay for all electric current, water, heat, and

telephone services and shall maintain necessary discipline to prevent waste.

4.4.3 If any item of work shall be the subject of a jurisdictional dispute as to the craft to be used for said work, the Contractor shall aid in such inter-craft resolution and if arbitrated, abide by the decision, holding the Owner free of involvement in the dispute, and if time is lost by the dispute, extra work days will only be considered through the provisions of Article 12.2. Contractor will endeavor to eliminate any embarrassment to the Owner caused by the dispute.

4.4.4 The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Work any unfit person or any one employee unskilled in the Work assigned or unqualified as a tradesman in the trade involved.

4.5 Warranty and Guarantee

4.5.1 The Contractor warrants and guarantees that all materials and equipment incorporated in the Project shall be new unless otherwise specified, and all work will be of the highest quality, free from faults and defects, and in strict conformance with the Contract Documents for a period of one year from the date of substantial completion. All work not so conforming to the Contract Documents may be considered defective. If required by the Designer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The warranties and guarantees provided in this Article and elsewhere in the Contract Documents shall be in addition to and not in limitation of any other warranty or guarantee or remedy called for the Contract Documents or otherwise prescribed by law. The Contractor, together with the Designer and representatives from the Owner, shall review the Work nine (9) months after the date of substantial completion to determine any work not in compliance with the Contract Documents. The Contractor shall correct such non-complying work prior to the expiration of the one year warranty.

4.6 Permits, Fees and Notices

4.6.1 The Contractor shall secure and pay for all permits, fees and licenses necessary for the execution of the Work.

4.6.2 The Contractor and Subcontractors must submit an "Exemption Certificate for Construction Contractors" (Form ST-105) to each supplier in order to obtain exemption from the Indiana Gross Tax (i.e., sales and use tax).

4.6.3 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the conduct of the Work. If Contractor observes that any of the Contract Documents are at variance therewith in any respect, Contractor shall promptly notify the Designer in writing, and any necessary changes shall be adjusted by change order. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Designer, Contractor shall bear all cost arising from such non-conformance.

4.7 Cash Allowances

4.7.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. These allowances cover the net cost of the materials and equipment delivered and unloaded at the site which cost shall be determined by the Owner through proper procedures for receiving quotes or bids as required by law. The Contractor's handling costs on the site, labor, installation costs, overhead, profit, and other expenses shall be included in the Contract sum and not in the allowance. The Contractor shall cause the Work required by these allowances to be performed by such persons as the Designer may direct, but Contractor will not be required to employ persons against whom Contractor has a reasonable objection. If the net cost above, when determined, is more than or less than the allowance, the Contract Sum will be adjusted accordingly by change order.

4.8 Superintendent

4.8.1 The Contractor shall keep on the Project, during the entire contract time, a competent superintendent and necessary assistants, all satisfactory to the Designer, and the superintendent shall not be changed, except with the consent of the Owner, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in Contractor's employ. The superintendent shall represent the Contractor and shall have full authority to act on its behalf. All communications given the superintendent shall be as binding as if given by the Contractor. Important communications shall be confirmed in writing.

4.9 Responsibility for Those Performing the Work

4.9.1 The Contractor shall be responsible for the quality of the Work, for acts and omissions of all the Subcontractors, their superintendents, their supervisory staffs, agents, or employees and of all other persons performing any of the Work under a Contract with the Contractor.

4.10 Progress Schedule

4.10.1 Unless otherwise indicated in Division 1, the Contractor, immediately after being awarded the Contract, shall prepare and submit for the Designer's approval a progress schedule for the Work in relation to the entire Project. This schedule in bar graph form, or other form approved by the Owner, shall indicate the dates for the starting and completion of the various stages of construction, and in addition, will state the contractual completion date. The contract completion date, based on the construction period stated in the notice to bidders, shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by change order. A more detailed schedule may be required elsewhere in the documents.

4.11 Record Documents at the Site

4.11.1 The Contractor shall maintain for the Owner as part of the Contract one record copy of all drawings, specifications, addenda, shop drawings, change orders and other modifications at the site in good order, and marked to record all changes made during construction. These shall be available to the Designer and the Owner's Site Representative at all times while Work is in progress. All changes made during construction shall be recorded monthly and reviewed by the Designer before approval of each partial progress payment. The record documents shall be submitted to the Designer prior to the Contractor's final payment.

4.12 Shop Drawings and Samples

4.12.1 Shop drawings are all drawings, diagrams, illustrations, schedules, brochures, and other data, which are prepared by the Contractor, or any Subcontractor, manufacturer, supplier, or distributor, and which illustrate the Work.

4.12.2 The Contractor shall submit all shop drawings and samples required by the Contract or by the Designer in a timely manner, allowing sufficient time for the Designer's review so as not to cause any delay in the Work or in work by any other Contractor.

4.12.3 At the time of such submission, the Contractor shall furnish or verify all field measurements, field construction criteria, materials, catalog numbers, and the like and shall individually check, coordinate and stamp with its approval each submission, and shall in writing call the Designer's attention to any deviations in the shop drawings or samples from the requirements of the Contract Documents.

4.12.4 The Designer will check and approve, with reasonable promptness so as to cause no delay, these shop drawings and samples only for conformance with the design concept of the Project, and with the information given in the Contract Documents. The Designer's approval of a separate item will not indicate approval of the assembly in which the item functions.

4.12.5 The Designer's approval of shop drawings or samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has in writing called the Designer's attention to such deviation at the time of submission and the Designer has given written approval to the specific deviation, nor shall this relieve the Contractor from errors or omissions in the shop drawings or samples.

4.12.6 No work requiring a shop drawing or sample submission shall be commenced until the submission has been approved by the Designer. All such work shall be in accordance with approved shop drawings and samples.

4.13 Use of Premises

4.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the premises with any materials or equipment.

4.14 Cutting and Patching

4.14.1 The Contractor shall do all cutting, fitting or patching of its work that may be required to make its several parts come together properly and shall not endanger any work by cutting, excavating, or otherwise altering the Work or any part of it. Costs caused by defective or ill-timed work shall be borne by the party responsible therefore.

4.15 Cleaning Up

4.15.1 The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Work, Contractor shall remove all waste material and rubbish from and about the building as well as all its tools, scaffolding and surplus materials. Contractor shall clean all glass surfaces, lights and fixtures, ceilings, walls and shall leave the Work dusted, swept and wet mopped clean, unless more exactly specified.

4.15.2 In case of dispute the Owner may remove the rubbish and charge the cost to the several Contractors as the Designer shall determine to be just.

ARTICLE 5 SUBCONTRACTORS

5.1 Definition

As used in this article "contractor tier" refers collectively to the following classes of contractors on a public works project:

- (1) "Tier 1 contractor" includes each person that has a contract with the public agency to perform some part of the work on, supply some of the materials for, or supply a service for, a public works project. A person included in this tier is also known as a "prime contractor" or a "general contractor".
- (2) "Tier 2 contractor" includes each person that has a contract with a tier 1 contractor to perform some part of the work on, supply some of the materials for, or supply a service for, a public works project. A person included in this tier is also known as a "subcontractor".
- (3) "Tier 3 contractor" includes each person that has a contract with a tier 2 contractor to perform some part of the work on, supply some of the materials for, or supply a service for, a public works project. A person included in this tier is also known as a "sub-subcontractor".
- (4) "Lower tier contractor" includes each person that has a contract with a tier 3 contractor or lower tier contractor to perform some part of the work on, supply some of the materials for, or supply a service for, a public works project. A person included in this tier is also known as a "lower tier subcontractor".

A Subcontractor is a person or entity who has a direct Contract with the Contractor to perform any of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and, in some places, masculine in gender and means a Subcontractor or its authorized representative. The term Subcontractor does not include any separate Contractor or its Subcontractors.

5.2 Award of Subcontracts and Other Contracts for Portions of the Work

5.2.1 Unless otherwise required by the Contract, the Contractor shall furnish to the Owner, with its bid on the prescribed form, the names of all persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work with an installed value of \$150,000.00 or more. The Designer will promptly reply to the Contractor in writing stating whether or not the Owner or the Designer, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Designer to reply within fourteen (14) days shall constitute notice of no reasonable objection.

5.2.2 The Contractor shall not subcontract with any such proposed person or entity to which the Owner or the Designer has made reasonable objection. The Contractor shall not be required to subcontract with anyone to whom Contractor has a reasonable objection.

5.2.3 If the Owner or the Designer has reasonable objection to any such proposed person or entity, the Contractor shall submit a substitute to whom the Owner or the Designer has no reasonable objection.

5.2.4 The Contractor shall make no substitution of any Subcontractor, person or entity previously selected, if the Owner or Designer makes reasonable objection to such substitution.

5.2.5 The Contractor and its subcontractors shall employ only licensed plumbers and shall provide to the Owner the names and license numbers of all plumbers engaged in the Work. The Contractor shall submit this documentation with any monthly progress payment request that includes plumbing labor.

5.3 Sub Contractual Relations

5.3.1 By an appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner. Said agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Documents, has against the Owner. Provisions of Article 9 for progress payments, retainage and payment for stored material shall be incorporated without modification in all Contractor-Subcontractor agreements. The Contractor shall require each Subcontractor to enter into similar agreements with Subcontractor's Sub-subcontractors. Prior to execution of the Contractor-Subcontractor agreement, the Contractor shall provide all Subcontractors a complete copy of all proposed Contract Documents for the Project to which the Subcontractor will be bound by this Paragraph 5.3. Each Subcontractor shall similarly make available to its Sub-Subcontractors copies of such Documents. Executed copies of all

agreements shall remain on file with the Contractor and be available for review by the Owner at the Owner's discretion.

ARTICLE 6 SEPARATE CONTRACTS

6.1 Owner's Right to Let Separate Contracts

6.1.1 The Owner reserves the right to let other contracts in connection with other portions of the Project under these or similar General Conditions.

6.1.2 When separate contracts are awarded for different portions of the Project, the "Contractor" in the Contract Documents in each case shall be the Contractor who signs each separate contract with the Owner.

6.1.3 When separate contracts are awarded for portions of the Project, the General Construction Contractor shall be responsible for the overall coordination of all separate contracts for the Project.

6.2 Mutual Responsibility of Contractors

6.2.1 The Contractor shall afford each other Contractor reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and each shall properly connect and coordinate its work with all others as coordinated by the General Contractor.

6.2.2 If any part of the Contractor's work depends on proper execution or results upon the work of any other separate Contractor, the Contractor shall inspect and promptly report to the Designer any discrepancies or defects that shall cause its work to fail or be non-conforming. Failure of the Contractor to so inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of its work.

6.2.3 Should the Contractor cause damage to any separate Contractor on the Project, the General Contractor agrees, upon due notice, to settle with such other Contractor by agreement, if at all possible, without involving the Owner. The Owner will be involved only after evidence is presented that sureties cannot settle the problem.

6.2.4 Any costs caused by defective or ill-timed work shall be borne by the party responsible.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Delinquent State Taxes (IC. 4-13-2-14.5). The Public Works Division may allow the Department of State Revenue access to the name of each person who is either:

- (1) Bidding on a Contract to be awarded under this chapter; or
- (2) A Contractor or Subcontractor under this chapter.

If the Public Works Division is notified by the Department of State Revenue that a bidder is on the most recent tax warrant list, a Contract may not be awarded to that bidder until the bidder provides a statement from the Department of State Revenue that the Bidder's delinquent tax liability has been satisfied. The Department of State Revenue may notify:

- (1) The Department of Administration; and
- (2) The Auditor of State;

that a Contractor or Subcontractor under this chapter is on the most recent tax warrant list, including the amount owed in delinquent taxes. The Auditor of State shall deduct from the Contractor's or Subcontractor's payment the amount owed in delinquent taxes. The Auditor of State shall remit this amount to the Department of State Revenue and pay the remaining balance to the Contractor or Subcontractor.

7.2 Choice of Law

7.2.1 The Contract shall be governed by the laws of the State of Indiana.

7.3 Assignment

7.3.1 The Contractor shall not assign the Contract or sublet it as a whole without the written consent of the Owner, nor shall the Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the Owner.

7.4 Written Notice

7.4.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or sent by electronic mail (email), or by registered or certified mail to the last business address known to the person who gives the notice.

7.5 Claims for Damages

7.5.1 Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or any of its employees, agents or others for whose acts the party is legally liable, claim shall be made in writing to such other party within seven (7) days of the first observance of such injury or damage.

7.6 Performance Bond and Labor and Material Payment Bond

7.6.1 For projects advertised with an estimated base bid amount of One Hundred Fifty Thousand Dollars (\$150,000) or more, the Contractor shall furnish and pay for an approved one hundred percent (100%) combination performance and payment bond (Contractor's Bond for Construction, Public Works Division Form DAPW 15). This bond shall adhere to the requirements of IC. 4-13.6-7-6 and IC. 4-13.6-7-7 as amended and shall cover the faithful performance of the Contract and the payment of all obligations arising thereunder, including reimbursement for any stored materials paid for but returned to materialmen, with such sureties as the Owner may approve. The combination bond shall remain in effect throughout the entire construction period and in addition for a period of one year from the date of final acceptance. The Contractor shall deliver the required bonds to the Owner prior to execution of the Contract by the Owner unless authorized to the contrary in writing by the Owner. All bonds must be issued by bonding companies, which are licensed and approved by the Indiana Insurance Commission.

7.7 Owner's Right to Carry Out the Work

7.7.1 If the Contractor should default or neglect to carry out the Work properly or fail to perform any provision of the Contract, the Owner may, after giving seven (7) days written notice to the Contractor, without prejudice to any other remedy it may have, make good such deficiencies. In such case, an appropriate change order shall be issued deducting the cost thereof including the cost of the Designer's additional service made necessary by such default, neglect, or failure of the Contractor, from the payments then or thereafter due the Contractor, provided, however, that the Designer shall approve both such action and the amount charged to the Contractor. If such payments due to the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

7.8 Royalties and Patents

7.8.1 The Contractor shall pay all royalties and license fees. Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from liability of any nature or kind including costs and expenses for or on account of any patented or unpatented invention, process, article or appliance manufactured or used in the performance of this Contract, including its use by the Owner.

7.9 Tests & Substitution of Materials

7.9.1 If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any work to be inspected, tested, or approved, the Contractor will give the Designer timely notice of its readiness and of the date fixed for such inspection, testing, or approval so that the Designer may observe the same. The Contractor shall bear all cost of such inspections, tests, and approvals unless otherwise provided.

7.9.2 If, after the commencement of the Work, the Designer, with approval of the Owner in writing, determines that the Work requires special inspection, testing, or approval for which subparagraph 7.9.1 does not provide, Designer will, upon written authorization from the Owner, order such special inspection, testing or approval. If such special inspection or test reveals a failure of the Work to fulfill the requirements of the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, the Contractor shall bear all costs thereof; otherwise, the Owner shall bear such costs. An appropriate change order shall be issued.

7.9.3 Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered by Contractor to the Designer.

7.9.4 Observations by the Designer of the inspections, tests, or approvals required by Article 7 will be promptly made, and where practicable at the source of supply at no additional cost to the Owner.

7.9.5 Neither the observations of the Designer in its administration of the Contract, nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from its obligations to perform the Work in accordance with the Contract Documents.

7.9.6 All building construction and work, alterations, repairs, plumbing, mechanical, and electrical installations and appliances connected therewith, shall comply with the Rules and Regulations of the Indiana Department of Homeland Security, the Indiana Department of Health, local ordinances, Rules for Licensure of Building Trades, and other statutory provisions pertaining to this class of work; such rules and regulations and local ordinances to be considered as a part of these specifications.

7.9.7 Where in these specifications, one or more certain materials, trade names, or articles of certain manufacture are mentioned, it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting competition. Approval of other acceptable products for those specified may be obtained by requesting to the Designer no later than fourteen (14) days in advance of bid date with all documentation required for the Designer to evaluate any approval. If approval is granted, the subject product will be added by addendum.

7.9.8 Should there be a reason for change of materials after award of the Contract, the following criteria shall apply:

- a. Original material no longer manufactured,
- b. Delivery not possible within time specified for job, and/or
- c. Unavailability due to causes beyond the control of the Contractor.

7.9.9 After agreement by the Designer and the Owner that a change is necessary, the Contractor shall present a request for substitution to the Designer. The burden of proof of the merit of the proposed substitute is upon the proposing party. The decision of the Designer and the Owner regarding the substitution shall be final.

7.10 Certificate of Qualification

7.10.1 In accordance with IC. 4-13.6-4 as amended, all Contractors and Subcontractors performing work for the State of Indiana on projects estimated to be in excess of one hundred fifty thousand dollars (\$150,000.00), must hold a valid Certificate of Qualification issued by the Public Works Certification Board. The Instructions to Bidders define the procedure for certification and bidding.

7.10.2 The Contractor must perform at least fifteen (15) percent of the total Contract Sum of the Work with its own forces. The Contractor shall submit copies of its payroll records, if requested by the Owner, showing the hours, rates and total costs for all personnel on its payroll detailed to the degree to ensure compliance with this paragraph and any Wage Determination provisions, if required.

7.11 Appropriation

7.11.1 The Contract specifically limits payments to be made in accordance with appropriations made and funds made available under laws of the State of Indiana.

7.12 Federal Wage Determination, if required

7.12.1 If a Davis-Bacon wage determination is included in the Contract Documents, it shall be used as the minimum wage and benefits to be paid for the trades indicated.

7.12.2 Contractor shall submit a schedule of hourly wages to be paid to each employee (including those of its subcontractors) engaged in work on the site. This submittal shall be on Contractor's letterhead stationery and shall be signed by the Contractor and notarized. A copy of this submittal shall be conspicuously posted at the site.

7.12.3 Said rates shall in no case be less than those set out in the Davis-Bacon wage schedule a copy of which is herein bound or is on file with the Owner if it is required.

7.12.4 The Contractor shall provide (and require each Subcontractor to provide) weekly payroll records listing employees engaged in work on the site for the week and the hourly rates for base pay and benefits paid to each employee listed. The payroll record form shall include a statement by the Contractor/Subcontractor certifying the accuracy and completeness of the information provided. Payroll records shall be maintained by the Contractor during the course of the Work until the end of the required warranty period.

7.13 Out-of-State Contractors

7.13.1 Out-of-State business entities must be authorized to do business in the State, pursuant to Indiana Code Title 23, prior to submitting bids. Forms may be obtained by contacting the Secretary of State, State of Indiana, Indianapolis, Indiana.

7.14 Material Delivery

7.14.1 Shipments of material to be used by the Contractor or any Subcontractor under this Contract should be delivered to the job site only during the regular working hours of the Contractor or Subcontractor. If a delivery is made during other than the normal working hours of the Contractor or Subcontractor, its authorized agent must be on duty to receive such material. No employee of the Owner is authorized to receive any shipments designated for the Contractor or Subcontractor.

7.15 Weather

7.15.1 The Contractor shall at all times provide protection against weather, rain, wind, storms, frost or heat, so as to maintain all work, materials, apparatus and fixtures free from injury or damage. At the end of the day's work, all new work likely to be damaged shall be covered.

7.15.2 During cold weather, the Contractor shall protect all work from damage. If low temperature makes it impossible to continue operations safely, in spite of cold weather precaution, the Contractor shall cease work and shall so notify the Owner and Designer.

7.15.3 Any work damaged by failure to provide protection above required, shall be removed and replaced with new work at the Contractor's expense.

7.15.4 The Contractor shall provide and maintain on the premises, where directed, watertight storage shed (or sheds) for storage of all materials, which might be damaged by exposure to weather.

7.16 Fire Hazards

7.16.1 Wherever and whenever any burning, welding, cutting or soldering operation is in progress, or equipment is in use, or any work involving a fire hazard, is performed, the Contractor responsible for such operation shall have at all times acceptable fire extinguisher or protection within five (5) feet of the operation.

7.17 Dismissal

7.17.1 Any foreman or workman employed by the Contractor or by any Subcontractor who, in the opinion of the Director, Public Works Division and/or the Designer, does not perform his/her work in a proper and skillful manner, or is disrespectful, intemperate, disorderly, intoxicated or otherwise objectionable shall at the written request of either of the above, be forthwith discharged by the Contractor or Subcontractor employing such foreman or workman and said employee shall not be employed again on any portion of the Work without the written consent of the Director of the Division of Public Works and the Designer. Should the Contractor fail to furnish suitable and sufficient machinery, equipment or personnel for the proper prosecution of the Work, the Owner or Designer may withhold all payments that are or may become due, or may suspend the Work until such orders are upheld.

ARTICLE 8 TIME

8.1 Definitions

8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Substantial Completion of the Work as defined herein, including authorized adjustments thereto.

8.1.2 The date of commencement of the Work is the date established in a notice to proceed. If there is no notice to proceed, it shall be the date of the approval by the final state approving agency on the Owner-Contractor Contract or such other date as may be established therein.

8.1.3 The Date of Substantial Completion of the Work, or designated portion thereof, is the date certified by the Director, Public Works Division, when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy or utilize the Work, or designated portion thereof, for the use for which it is intended.

8.1.4 The term day as used in the Contract Documents shall mean calendar day unless otherwise specifically designated.

8.2 Progress and Completion

8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

8.2.2 The Contractor shall begin the Work on the date of commencement as defined herein. Contractor shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

8.2.3 The Owner fully expects the Contractor to employ any and all means necessary to complete the Work within the Contract Time. Conduct of the Owner's affairs, such as unforeseen site conditions or delay in processing change orders, shall not be viewed as justification for delaying the Project unless the Owner can be shown to have breached the Contract. Contractor must employ all reasonable means to execute the Project in a timely manner and in conformance with the Contract Documents even if the Contractor or Designer seeks legal remedy against the Owner for claim of damage.

8.3 Delays and Extensions of Time

8.3.1 If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Owner or the Designer, or by any employee of either, or by any separate Contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonable to anticipate, unavoidable casualties, or

any causes beyond the Contractor's control, or by delay authorized by the Owner pending arbitration, or by any other cause which the Designer determines may justify the delay, then the Contract Time shall be extended by a Change Order for such reasonable time as the Designer may determine.

8.3.2 Claims for extension of time shall be made in writing to the Designer. In case of a continuing delay only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

8.3.3 If no agreement is made stating the dates upon which interpretations as provided in Article 2.2 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen days after written request is made for them, and not unless such claim is reasonable.

8.3.4 This Paragraph 8.3 does not exclude the recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

9.1 Contract Sum

9.1.1 The Contract Sum is the total amount payable by the Owner for the performance of the Work under the Contract Documents.

9.2 Schedule of Values

9.2.1 Before the first application for payment, the Contractor shall submit to the Owner a schedule of various parts of the Work, including quantities if required by the Owner, aggregating the total Contract Sum, divided so as to facilitate payments to Subcontractors in accordance with Article 5.3, made out in such form as the Owner and the Contractor may agree upon, and supported by such data to substantiate its correctness as the Owner may require. Each item in the Schedule of Values shall include its proper share of overhead, profit, and other general charges. This schedule, when approved by the Owner, shall be used as a basis for the Contractor's Applications for Progress and Final Payments.

9.3 Progress Payments

9.3.1 Completed work: The Contractor shall submit to the Designer an itemized Application for Payment, supported by such data substantiating the Contractor's right to payment as the Designer may direct. The Owner shall make payments on account of the Contract, upon issuance of Certificates of Payment certified by the Designer and the Owner's Representative, for labor and materials incorporated into the Work at the rate of ninety-four (94%) percent of such value until fifty (50%) percent of the value of the Work is completed. After that fifty (50%) percent, no further retainage will be deducted. The Director, Public Works Division has the option to require that three (3%) percent of the value of the Work be retained throughout the duration of the entire Contract. The retainage schedule shall be determined prior to award of Contract. Retainage may be paid with final payment at the discretion of the Director, Public Works Division, but shall not be paid in any event until a minimum of sixty-one (61) days after all work is completed.

9.3.2 Materials Stored: Payments may be made on account for materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. With written approval of the Owner, materials may be stored at another location other than the Work site if properly identified as the property of the Owner and properly protected. Storage of material at the place of business of the vendor is not acceptable (25 IAC 2-9-2). Such payments shall be conditional upon the submission by the Contractor of one of the following: 1) receipts marked by the supplier as paid; 2) supplier's final waiver of lien listing specific materials involved; 3) invoice with copy of canceled check showing payment; or 4) such other evidence of payment as the Owner may require in lieu thereof to establish ownership of all items except those listed as miscellaneous materials below. For the aggregate of miscellaneous stored materials for which payment is requested and above proof of payment is not available, a complete list will be provided along with the affidavit of payment. Upon certification by the Owner's representative that the listed materials are suitably stored, payment can be made. Miscellaneous materials are defined as pipe, fittings, wire, conduit, etc., normally stored as stock items in Contractor's warehouse. For materials stored other than at the construction site applicable insurance and transportation to the site shall be provided by the Contractor.

9.3.3 As stored materials are incorporated into the Work, the value shall be removed from the total value of stored materials requested in successive payments. Proof of ownership through one of the above methods will be required for additional materials. When, in the judgment of the Owner, retainage for completed work is not sufficient in relation to excessive amounts requested for stored materials or equipment, the Owner may elect to place the retainage for such materials or equipment in escrow. This retainage shall apply as a credit toward retainage due to be held for completed work on future payments.

9.3.4 The Contractor warrants that title to all work, materials and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt by the Contractor of payment, whichever occurs first, free and clear of all liens, claims, security interest or encumbrances, hereinafter referred to in this Article 9 as "liens"; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest

therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

9.3.5 The Contractor shall accompany each application for payment request with a certification that all Subcontractors (fabricators) have been paid within ten (10) days of receipt of payment that pro rata amount of funds Contractor has received from the Owner for the value of work or services (fabricated materials or equipment) performed by the Subcontractor (supplied by fabricator) contained in previous progress payments. The Contractor's inclusion of a value of subcontract work in its progress pay estimate is prima facie evidence of acceptance of work having such a value; therefore, if the Owner receives a certification from a Subcontractor that Subcontractor has not been paid such amounts as were included in the Contractor's partial billing and subsequently paid to the Contractor by the Owner, then the Owner will hold all subsequent partial payment requests until satisfactory evidence is received from the Subcontractor that Subcontractor has been paid such amounts presented to the Owner by the Contractor, paid to the Contractor by the Owner, and not distributed by the Contractor to the Subcontractor. The making of an incorrect certification of either partial payment or final payment may be considered by the Owner to be a breach of contract, and Owner may exercise all of its prerogatives set out in the Contract in addition to the remedies for falsifying an affidavit. Such an action could result in a suspension of qualification with the State Certification Board for a period of up to two (2) years.

9.4 Certificates for Payment

9.4.1 When the Contractor has made application for payment as above, the Designer will issue a Certificate of Payment to the Owner for such amount as Designer determines to be properly due, or state in writing its reasons for withholding a certificate as provided in Articles 9.5.1.

9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Designer to the Owner, based on the Designer's observations at the site as provided in Article 2.2.4 and the data comprising the Application for Payment, that the Work has progressed to the point indicated, and that, to the best of its knowledge, information and belief, the quality of work is in accordance with the Contract Documents subject to an evaluation of the Work as a functioning whole upon substantial completion, to the results of any subsequent tests called for in the Contract documents, to minor deviations correctable prior to the next certificate for payment and to any specific qualifications stated in its certificate, and that the Contractor is entitled to payment in the amount certified.

9.4.3 The Designer's final Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in Article 9.7 have been fulfilled. However, by issuing a Certificate, the Designer shall not thereby be deemed to represent that Designer has made any examination to ascertain how or for what purpose the Contractor has used the monies paid on account of the Contract Sum.

9.4.4 The Owner shall make payment as soon as the fiscal procedure of the State can process same after receipt from the Designer of the Certificate for Payment. The fiscal procedure by the State can include, but not be limited to, review by the Owner's using agency, verification of the Certificate by the Owner's Site Representative, review for accuracy of form and calculation by the Owner's accountant, review by the Owner's project management and execution by the Director, Public Works Division, and others.

9.4.5 No certificate for a progress payment or progress payment for partial or entire occupancy of the Project by the Owner shall constitute an acceptance of work not in accordance with the Contract Documents.

9.4.6 Pursuant to IC. 4-13.6-7-2 all Contract awards of One Million Dollars (\$1,000,000) or above, if elected by the Contractor, an escrow agent will be selected by the State with whom the retainage funds for this Contract will be deposited and held until receipt of notice from the Director, Public Works Division (Escrow Form DAPW 32A) and from all other necessary parties as specified in and in accordance with the procedures and provisions of said Act.

9.5 Payments Withheld

9.5.1 The Designer (or Owner) will not approve an application in whole or in part, if in Designer's opinion, Designer is unable to make representations to the Owner as provided in Article 9.4. The Designer (or Owner) will not approve Application for Payment or, because of subsequent inspections, may nullify the whole or any part of the Certificate for Payment previously issued to such extent as may be necessary in Designer's opinion to protect the Owner from loss because of:

- A. defective work not remedied,
- B. claim filed or reasonable evidence indicating probable filing of claims,
- C. failure of the Contractor to make payments properly to Subcontractors or for materials, equipment or labor,
- D. reasonable doubt that the Contract can be completed for the unpaid balance,
- E. damage to another Contractor,
- F. reasonable indication that the Owner may be damaged by delay in receiving use of the Work as scheduled, or,
- G. unsatisfactory prosecution of the Work by the Contractor.

9.5.2 When the above grounds are removed, payment shall be processed for amounts withheld.

9.6 Failure of Payment

9.6.1 If the Designer should fail to issue any Certificate for Payment, through no fault of the Contractor, or if the Owner should fail to pay the Contractor in a reasonable time considering the fiscal procedures of the State for processing same after receipt from the Designer the amount certified by the Designer, then the Contractor may, after seven (7) additional days, give written notice to the Owner and Designer, that work will stop until payment of the amount owing has been received.

9.7 Substantial Completion and Final Payment

9.7.1 When advised by the Contractor that the Work or a designated portion thereof is substantially complete, the Designer; the Director, Public Works Division, and the Contractor shall determine jointly by inspection that the Work is substantially complete. If they determine that the Work is substantially complete, the Contractor shall then prepare a Certificate of Substantial Completion with an accompanying list of incomplete items of work (punch list) and submit it to the Designer for its signature and subsequent forwarding for approval by the Director, Public Works Division. The Certificate shall fix the date of Substantial Completion and shall state the responsibilities of the Owner and the Contractor for maintenance, heat, utilities and insurance.

9.7.2 Upon approval of the above, and notice that the Work is ready for final acceptance, the Designer, the Contractor and Owner will promptly make final review, and when they find the Work acceptable under the Contract and the Contract fully performed, the Contractor shall promptly submit the final Certificate for Payment with all other required documents, showing that the Work has been completed in accordance with the terms and conditions of the Contract, and that the entire balance in said final certificate, is due and payable.

9.7.3 Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall submit to the Designer releases or waivers of all liens arising out of the Contract; an affidavit that the releases and waivers include all the labor, materials, and equipment for which a lien could be filed and that all payrolls, material bills, and other indebtedness connected with the Work for which the Owner or its property might in any way be responsible have been paid or otherwise satisfied; and such other data establishing payment or satisfaction of all such obligations as the Owner may require. If any such lien or claim remains unpaid, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such lien or claim, including all costs.

9.7.4 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor, and the Designer so confirms, the Owner shall, upon certification by the Designer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted, or such portion as may be available from funds not already released to an escrow agent pursuant to IC 4-13.6-7. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

9.7.5 The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:

- A. unsettled liens,
- B. faulty work appearing after Substantial Completion,
- C. failure of the Work to comply with the requirements of the Contract Documents,
- D. terms of any special guarantees required by the Contract Documents.

9.7.6 If upon Substantial Completion of the Work there are any remaining uncompleted minor items, the Owner shall withhold, until those items are completed, an amount equal to two hundred percent (200%) of the value of each item as determined by the Designer or Owner.

9.7.7 The acceptance of final payment shall constitute a waiver of all claims by the Contractor, except those previously made in writing and still unsettled and covered by other agreed arrangements.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 Safety Precautions and Programs

10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

10.2 Safety of Person and Property

10.2.1 The Contractor shall take all necessary precautions for the safety of, and will provide all necessary protection to prevent damage, injury, or loss to:

- A. all employees on the Project and all other persons who may be affected thereby,
- B. all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, and,
- C. other property at the site or adjacent thereto, including trees, shrubs, lawns, pavements, roadways, structures and

utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. Contractor shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities.

10.2.3 All damage or loss to all property specified herein caused directly or indirectly, in whole or in part, by the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor, except damage or loss attributable solely to faulty Contract Documents or to the acts or omissions of the Owner, or Designer or their employees, or for those whose acts either of them may be liable.

10.2.4 The Contractor shall designate a responsible member of its organization on the Work whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent, unless otherwise designated in writing by the Contractor to the Owner and the Designer.

10.2.5 When the use or storage of explosives or other hazardous materials or equipment is necessary for the prosecution of the Work, the Contractor shall carry on such activities under the supervision of properly qualified personnel.

10.2.6 The Contractor shall not overload, or permit any part of the Work to be loaded so as to endanger its safety.

10.2.7 All excavations creating a trench of five (5) or more feet in depth shall strictly adhere to the shoring and other safety requirements called for and described under Indiana OSHA Regulation 29 C.F.R. 1926, Subpart "P", for trench safety systems.

10.3 Emergencies

10.3.1 In an emergency affecting the safety of persons or property, the Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor because of emergency work shall be determined as provided for in Article 12, Changes in the Work, and Contractor shall notify the Owner of such a decision within seven (7) days of the event giving rise to such claim.

ARTICLE 11 INSURANCE

11.1 General Requirements for Insurance

11.1.1 The Contractor will be required to furnish to the Owner, evidence of its compliance with all items of insurance listed herein and in the Contract. All insurance policies/certificates shall be on file with the Owner prior to release of the signed Contract and commencement of work.

11.1.2 The Contractor shall purchase and maintain, with a company or companies licensed to do business in Indiana, such insurance as will protect Contractor from claims set forth below, arising out of or resulting from the Contractor's operations under the Contract, whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them:

- A. claims under Workmen's Compensation Acts and other employee benefit acts;
- B. claims for damages because of bodily injury, personal injury, occupational sickness or disease, or death of its employees;
- C. claims for damages because of bodily injury, personal injury, sickness, disease or death of any person other than its employees;
- D. claims for damages to tangible property, including loss of use thereof.

11.1.3 This insurance shall be written for not less than any limits of liability specified herein, or required by law, whichever is greater. Policies or certificates of insurance, acceptable to the Owner, shall be filed with the Owner prior to execution of the Contract. These Certificates shall contain a provision that coverages afforded under the policies will be for the life of the Work.

11.1.4 Policies (certificates) shall show name and complete address of the Company, expiration date or dates, and policy number or numbers. Policies shall not be canceled until at least thirty (30) days prior written notice has been given to the Owner and acknowledged by the Owner in writing.

11.2 Property Insurance

11.2.1 The Contractor shall furnish and maintain, at the Contractor's expense, Fire, Extended Coverage, Vandalism, and Malicious Mischief Insurance (Builder's Risk), in the sum of 100% of the Contract amount. Builder's Risk insurance shall cover the structure on/in which the Work of this Contract is to be done including items of labor and material connected therewith, whether in or adjacent to the structure insured; material in place or to be used as part of the permanent construction, including surplus materials; shanties, protective fences, bridges, or temporary structures; miscellaneous materials and supplies incident to the Work; scaffolding, staging, towers, forms, and equipment, if included in the cost of the Work. This insurance need not cover any tools owned by mechanics, or any tools, equipment, scaffolding, staging, towers, and forms owned or rented by the Contractor, the capital value of which is not included in the cost of the Work.

11.2.3 Any loss under this Article 11.2 is to be adjusted with the Owner and made payable to the Owner as trustee for the insured, as their interests may appear.

11.3 Liability Insurance

11.3.1 The Contractor and their subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

- A. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.
- B. Automobile liability for owned, non-owned and hired autos with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.
- C. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC §22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.
- D. The Contractor's insurance coverage must meet the following additional requirements:
 1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
 2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
 3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.
 4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.
 5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.
- E. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.
- F. Boiler and Machinery Explosion Insurance shall be required when the Work includes boiler, other pressure

vessels or steam piping installation or repair.

- G. After June 30, 2015, this entire Article will apply to **any** contractor that will be on the construction site pursuant to IC 5-16-13 and an acceptable certificate of insurance will be provided by each and every contractor.

ARTICLE 12 CHANGES IN THE WORK

12.1 Change Orders

12.1.1 The Owner, without invalidating the Contract, may order changes in the Work consisting of additions, deletions, or modifications, with the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be executed under the applicable conditions of the Contract Documents.

12.1.2 A Change Order is a written order to the Contractor compiled and reviewed by the Designer, prepared by the Owner and then signed by the Owner and the Contractor. The order is issued after the execution of the Contract authorizing a change in the Work, and documenting any adjustment in the Contract Sum and/or the Contract Time. The Contract Sum may be changed only by change order.

12.1.3 The value of any work involved in a change in the Work shall be determined in one or more of the following ways, in order of priority listed:

- A. by mutual acceptance of a lump sum. For all amounts over \$500, the Contractor shall provide a complete listing of quantities and unit prices of materials, hours of labor with cost per hour, and separate agreed percentages for any overhead and profit. The maximum aggregate increase for overhead and profit (including all home office and field office overhead) for any Subcontractor or for the Contractor performing its own work is fifteen (15%) percent; the maximum increase for a Contractor on work performed by a Subcontractor is five (5%) percent. If the cost of performance and payment bond(s) is shown as a separate line item in the Contractor's schedule of values for the project, then an increase will be permitted to provide for the additional cost of the bond(s). If the cost of the bond(s) is not indicated on the Contractor's schedule of values for the Project, any increase in cost for bond(s) shall be included in the Contractor's allowed overhead. For listings under \$500, list lump sum for each item, or,
- B. by unit prices named in the Contract or subsequently agreed upon, or,
- C. by cost plus a mutually acceptable fixed or percentage fee.

12.1.4 Should conditions be encountered below the surface of the ground that are:

- A. at variance with the conditions indicated by the Contract Documents, and
- B. different than could be expected after a reasonable viewing of the site by the bidders, and
- C. not evident from available soil samples,

then the Contract sum may be equitably adjusted by Change Order upon claim by Contractor made within a reasonable time after the first observance of the conditions.

12.1.5 If the Contractor claims that a written interpretation issued pursuant to Article 1.2 or a written order for a minor change issued pursuant to Article 12.3 involves additional cost or time, the Contractor shall make such claim as provided in Article 12.2.

12.2 Claims for Additional Cost or Time

12.2.1 If the Contractor wishes to make a claim under the provisions of the Contract Documents for an increase in the Contract Sum or an extension in the Contract Time, Contractor shall give the Designer written notice thereof within fifteen (15) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor and authority received in writing from the Owner before proceeding to execute the Work, except in an emergency endangering life or property. No such claim shall be valid unless so made. Any approved change in the Contract Sum or Contract Time resulting from such claim shall be incorporated in a Change Order, initiated by the Designer and executed by the Owner. If the Designer does not initiate or the Owner execute a Change Order within a reasonable time in response to the request, such lack of action shall be construed as prima facie evidence of rejection of the request. For the purpose of this section "reasonable time" is expected not to exceed 30 days after receipt by the Owner.

12.3 Minor Changes in the Work

12.3.1 The Designer shall have authority, with Owner's approval, to order minor changes in the Work not involving an increase in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such change may be affected by written field order, with copy transmitted to the Owner. Such minor changes need not be approved in writing by the Owner; however, the Owner may provide written approval of any substitution of significant materials or equipment.

12.4 Field Orders

12.4.1 The Designer may issue written field orders, which interpret the Contract Documents in accordance with Article 1.2.4 without change in Contract Sum or Contract Time. The Contractor shall carry out such field orders promptly. The Designer shall

transmit copies of field orders to the Owner.

ARTICLE 13 EXAMINATION AND CORRECTION OF WORK

13.1 Examination of Work

13.1.1 If any portion of the Work should be covered contrary to the request of the Designer or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Designer, be uncovered for Designer's observation and shall be replaced at the Contractor's expense.

13.1.2 Examination of questioned work may be ordered by the Designer with the approval of the Owner, and if so ordered the Work must be uncovered by the Contractor. If such work were found in accordance with the Contract Documents, the cost of re-examination and replacement shall, by appropriate change order, be charged to the Owner. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such costs, unless it is found that the defect in the Work was caused by a separate Contractor employed as provided in Article 6 and in that event, the separate Contractor shall pay such costs.

13.2 Correction of Work before Substantial Completion

13.2.1 The Contractor shall promptly remove from the site all work rejected by the Designer as failing to conform to the Contract Documents, whether or not incorporated in the Project, and the Contractor shall promptly replace and re-execute its own work in accordance with the Contract Documents and without cost to the Owner and shall bear the cost of repair to or replacement of all work of separate Contractors destroyed or damaged by such removal or replacement.

13.2.2 If the Contractor does not remove such rejected work within a reasonable time, fixed by written notice from the Designer, the Owner may remove and store the material at the expense of the Contractor. If the Contractor does not agree to pay or credit the Contract with the cost of such removal within ten days thereafter, the Owner may acquire a lien upon such property and materials. If proceeds of lien foreclosure do not cover all costs, which the Owner has then borne, the difference shall be deducted from the amount to be paid to the Contractor.

13.3 Correction of Work after Substantial Completion

13.3.1 The Contractor shall correct all faults and deficiencies in the Work which appear within one year of the date of substantial completion or such longer period of time as may be prescribed by the terms of any special guarantees called for by the Contract Documents, and Contractor shall pay for all damage to other work caused thereby. The Contractor shall remove all defective work where necessary.

13.3.2 If the Contractor does not correct such faulty or defective work and remove defective work where necessary, within a reasonable time fixed by the Designer in writing, the Owner may do the corrective work and remove the defective work, as described in Article 13.2 above.

13.3.3 All costs attributable to correcting and removing faulty or defective work shall be borne by the Contractor.

13.3.4 The obligations of the Contractor under this Article 13.3 shall be in addition to and not a limitation of any obligations imposed upon Contractor by special guarantees called for by the Contract Documents or otherwise prescribed by law.

ARTICLE 14 TERMINATION OF THE CONTRACT

14.1 Termination by the Contractor

14.1.1 If the Work is stopped for a period of thirty days under an order of any court or other public authority through no act of fault of the Contractor or of anyone employed by the Contractor, or if the Work should be stopped for a period of thirty days by the Contractor for the Designer's failure to issue a Certificate for payment as provided in Article 9.6, or for the Owner's failure to make payment thereon as provided in said Article, then the Contractor may, upon seven days' written notice to the Owner and the Designer, terminate the Contract and recover from the Owner, in satisfaction of all claims of the Contractor, payment for all work executed, except those items involved in Designer's failure to issue Certificate, or Owner's failure to make payment.

14.2 Termination by the Owner

14.2.1 If the Contractor should be adjudged bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of Contractor's insolvency, or if Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if Contractor should fail to make prompt payment to Subcontractors for materials or labor, or persistently disregard laws, ordinances, rules, regulations or orders of any public authority or otherwise be guilty of a substantial violation of a provision of the Contract Documents, then the Owner, upon certification by the Designer that sufficient cause exists to justify such action, may without prejudice to any right or remedy against the Contractor or its surety and after giving the Contractor and its surety seven days written

notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and finish the Work by whatever method the Owner deems expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is completed, and an accounting made as set out below.

14.2.2 If the unpaid balance of the Contract sum exceeds the cost of finishing the Work, including compensation for the Designer's additional services such excess shall be paid to the Contractor. If such cost exceeds such unpaid balance, the Contractor shall pay the difference to the Owner. The Designer shall certify the cost incurred by the Owner as hereinprovided.

END



INDIANA DEPARTMENT OF ADMINISTRATION, PUBLIC WORKS DIVISION
GENERAL CONDITIONS
ADDENDUM

**PROJECT ESTIMATED BY DEPARTMENT OF ADMINISTRATION,
PUBLIC WORKS DIVISION
TO BE BID AT FIVE HUNDRED THOUSAND DOLLARS
(\$500,000) AND ABOVE**

8.2. Progress and Completion - Addendum

8.2.4 If the Contractor does not achieve completion of the work by **270 days after** award, liquidated damages will be assessed and recovered by Owner to compensate Owner for such delay in completion. Owner will incur substantial economic damages and losses which are and will hereafter be difficult or impossible to quantify, ascertain and prove as actual damages for such delay. Such damages are foreseen to include, without limitation, extended or additional cost of observation, inspection, engineering, utilities, insurance, administration, and also, indeterminate damages, hindrance, or inconvenience to Owner and its customers, as well as members of the public, deprivation of use and operation, and impairment of financing. Accordingly, in lieu of actual damages, and not as a penalty, Contractor and its Surety shall be liable to the Owner and Owner shall be entitled to collect and recover from Contractor and its Surety, liquidated damages in the **amount of \$1,000** per day each Calendar day that Substantial Completion is delayed beyond the Contract Time. Neither partial acceptance nor partial beneficial occupancy or use of portions of the Work by Owner prior to achievement of Substantial Completion of all elements of the Work shall defeat or impair Owner's rights in respect to liquidated damages applicable to this Project. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor and its Surety shall pay them to Owner without limiting Owner's rights to terminate its Contract with Contractor for default as provided elsewhere herein.

8.2.5 The Contract Price shall be deemed to include adequate consideration and payment to compensate Contractor for the risk of liability imposed upon Contractor under these paragraphs (8.2.4, 8.2.5, and 8.2.6) in respect to liquidated damages and Contractor acknowledges and agrees that the respective amounts of such liquidated damages are reasonable with due consideration for the type, nature and extent of the Work and the Contract Price and such liquidated damages fairly approximate the nature and amount of actual damages which Owner may incur as a result of delayed completion, and that such liquidated damages may be assessed and recovered by Owner without proof of evidence concerning the types or amount of such actual damages.

8.2.6 The liquidated damages provided under these paragraphs (8.2.4, 8.2.5, and 8.2.6) shall apply equally to delay in the achievement of completion following abandonment of Work by Contractor or termination by Owner because of Contractor's fault to the extent that such delays are caused in whole or in part by such abandonment, termination, default or other acts or omissions for which Contractor is responsible. No delay or forbearance by Owner in enforcing any rights or remedies under the Contract Documents, including without limitation, the right to termination of the Contractor's right to proceed and the right to engage completion contractors to complete the Work, shall constitute a waiver by Owner or deprive Owner of its right to retain, receive and recover such liquidated damages from Contractor and its Surety or diminish the period of delayed completion from which such liquidated damages are determined.

**STATE OF INDIANA'S
STANDARD CONTRACT FOR PUBLIC WORKS CONSTRUCTION PROJECT
(For projects estimated more than \$150,000)**

Contract # _____

THIS PUBLIC WORKS CONSTRUCTION CONTRACT ("Contract"), entered into by and between the Indiana Department of Administration's Public Works Division ("State") and **XXXXXXXXXX** ("Contractor"), is executed pursuant to the terms and conditions set forth herein and is governed by Indiana Code 4-13.6, *et seq.* In consideration of those mutual undertakings and covenants, the parties agree as follows for the following Public Works Project:

Project Number:	XXXXXXXXXX
Project Name:	XXXXXXXXXX
Designer (if applicable):	XXXXXXXXXX
Purchase Order Number:	XXXXXXXXXX
Institution/Department:	XXXXXXXXXX
Req. No:	XXXXXXXXXX

1. Definitions. The following definition of "Contract Documents" applies throughout this Contract for the State's Public Works Project Number **XXXXXX** ("Project").

The term "Contract Documents" shall mean and include the following: this Contract and the Project Bid Package, which includes but is not limited to the Contractor's Application for Pre-Qualification, the Public Work's Solicitation for Quotation (DAPW 30), Bid Documentation, Pre-Contract Document, General Conditions (DAPW 26), Supplementary Conditions, Instructions to Bidders, Drawings, Specifications, and Addenda issued by the State in connection with the Project and prior to the submission of the Contractor's Proposal.

Subject to Section 39, *Order of Precedence, Incorporation by Reference*, of this Contract, Contract Documents shall also consist of the Contractor's Proposal and Response, as well as any other documentation submitted by it in response to the Project (hereinafter collectively referred to as "Contractor's Proposal").

Additionally, Contract Documents shall include any subsequent amendments, change orders and any written interpretations issued as field orders by the Designer pursuant to General Conditions, Article 1.2 (DAPW 26) and all field orders for minor changes by the Designer pursuant to General Conditions, Article 12.3 (DAPW 26). Change orders and amendments shall be executed in the manner authorized by Section 35, *Merger and Modification*, of this Contract.

When applicable, Contract Documents shall include the Performance Bond and/or the Labor and Materials Payment Bond, as required by IC 4-13.6-7-6 and IC 4-13.6-7-7, and fully described and captured in the General Conditions (DAPW 26).

The Contract Documents are specifically and collectively incorporated herein by reference.

2. Duties of Contractor. The Contractor shall furnish all labor and materials, perform all of the work, and otherwise fulfill all of its obligations in conformance with the Contract Documents. These duties are described and captured in the Contract Documents. The Contractor agrees that not less than fifteen percent (15%) of the work, measured in dollar volume, will be performed by its own forces. Any subcontractor

employed for any part of this Contract awarded in excess of One Hundred Fifty Thousand Dollars (\$150,000.00) shall be qualified with the State of Indiana's Public Works Division Certification Board and shall have a valid Certificate of Qualification in the prime classification of work for this Contract.

3. Consideration. All payments provided herein are subject to appropriations made and funds allocated as provided by laws of the State of Indiana. The State shall pay the Contractor for performance of this Contract in current funds as follows:

BASE BID: \$XXXXXX.XX

ALTERNATE(S):

TOTAL CONTRACT PRICE: \$XXXXXX.XX

4. Term. The term of this Contract is [X year(s) and/or xx month(s)] commencing on the date of the last state signatory to this Contract.

5. Licensing Standards. The Contractor and its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Contractor pursuant to this Contract. The State shall not be required to pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If licensure, certification or accreditation expires or is revoked, or if disciplinary action is taken against the applicable licensure, certification or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

6. Escrow Agreement. Contemporaneously with the execution of this Contract, the parties may provide for the escrow of retained portions of payments to the Contractor by entering into a separate Escrow Agreement, pursuant to IC 4-13.6-7, with an escrow agent described in IC 4-13.6-7-2(b). Should the Contractor elect to escrow retainage, the Escrow Agreement will become a part of this contract as if fully contained herein.

7. Contractor's Certification. The Contractor certifies that it has been pre-qualified by the State of Indiana's Public Works Division Certification Board to perform the work and furnish the services required by this Project. The Contractor further certifies that all information and documentation submitted by it in its Application for Prequalification Certification, the Contractor's Proposal and submitted in response to the Project, is true, accurate and complete as of the date of this Contract's effectiveness. The Contractor shall immediately notify the State of any material change to such information. The Contractor shall immediately notify the State if, during the course of performance of this Contract, it or any of its principals are proposed for debarment or ineligibility, or become debarred or declared ineligible, from entering into contracts with the federal government or any department, agency or political subdivision of the State.

8. Contractor Employee Drug Testing. Pursuant to IC 4-13-18, the Contractor shall implement the employee drug testing program submitted as part of its Contractor's Proposal. The State may cancel this Contract if it determines that the Contractor:

- A. Has failed to implement its employee drug testing program during the term of this Contract;
- B. Has failed to provide information regarding implementation of the Contractor's employee drug testing program at the request of the State; or

- C. Has provided to the State false information regarding the Contractor's employee drug testing program.

9. Access to Records. The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

10. Assignment; Successors.

A. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

B. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. Additionally, the Contractor shall provide prompt written notice to the State of any change in the Contractor's legal name or legal status so that the changes may be documented and payments to the successor entity may be made.

11. Assignment of Antitrust Claims. As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

12. Audits. The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC § 5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the Contractor to be a "Contractor" under 2 C.F.R. 200.331 for purposes of this Contract. However, if it is determined that the Contractor is a "subrecipient" and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 *et seq.*

13. Authority to Bind Contractor. The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

14. Changes in Work. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

15. Compliance with Laws.

A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract.** If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC § 5-22-3-7:

- (1) The Contractor and any principals of the Contractor certify that:
 - (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
 - (ii) IC §24-5-12 [Telephone Solicitations]; or
 - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
 - (B) the Contractor will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
- (2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

16. Condition of Payment. All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of and federal, state or local statute, ordinance, rule or regulation.

17. Confidentiality of State Information. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC § 4-1-10 and IC § 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

18. Continuity of Services.

A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:

1. Furnish phase-in training; and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the State's written notice:

1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and
2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

19. Debarment and Suspension.

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

20. Default by State. If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

21. Disputes.

A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay,

any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.

C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

22. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance

is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

23. Employment Eligibility Verification As required by IC § 22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

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

B. 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.

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

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

24. Employment Option. If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-competition agreements that may be in effect. This release will be at no cost to the State or the employee.

25. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

26. Funding Cancellation. As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

27. Governing Law. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

28. HIPAA Compliance. If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

29. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State shall **not** provide such indemnification to the Contractor.

30. Independent Contractor; Workers' Compensation Insurance. The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and Contractor shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

31. Indiana Veteran Owned Small Business Enterprise Compliance. Award of this Contract was based, in part, on the Indiana Veteran Owned Small Business Enterprise ("IVOSB") participation plan, as detailed in the IVOSB Subcontractor Commitment Form, commonly referred to as "Attachment A-1" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by IDOA's Division of Supplier Diversity and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor

commitments during the Contract term. The following certified IVOSB subcontractor(s) will be participating in this Contract: **[Add additional IVOSBs using the same format.]**

IVOSB	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT
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Briefly describe the IVOSB service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to IndianaVeteransPreference@idoa.IN.gov, or mailed to IDOA, 402 W. Washington Street, Room W-462, Indianapolis, IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing IVOSB procurement and may result in sanctions allowable under 25 IAC 9-5-2. Requests for changes must be submitted to IndianaVeteransPreference@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to certified IVOSB subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report IVOSB certified subcontractor payments directly to the Division of Supplier Diversity, as reasonably requested and in the format required by the Division of Supplier Diversity.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

32. Information Technology Enterprise Architecture Requirements. If this Contract involves information technology-related products or services, the Contractor agrees that all such products or services are compatible with any of the technology standards found at <https://www.in.gov/iot/2394.htm> that are applicable, including the assistive technology standard. The State may terminate this Contract for default if the terms of this paragraph are breached.

33. Insurance

A. The Contractor and their subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract. The required limits of liability can be obtained with a combination of primary and excess liability policies.

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence unless additional

coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.

2. Automobile liability for owned, non-owned and hired autos with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.
3. The Contractor shall secure the appropriate Surety or Fidelity Bond(s) as required by the state department served or by applicable statute.
4. The Contractor and their subcontractors shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC §22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.
4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.
5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

34. Key Person(s).

- A.** If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days' prior written notice.

- B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

Nothing in Sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are:

35. Merger & Modification. This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

36. Minority and Women's Business Enterprises Compliance. Award of this Contract was based, in part, on the Minority and/or Women's Business Enterprise ("MBE" and/or "WBE") participation plan as detailed in the Minority and Women's Business Enterprises Subcontractor Commitment Form, commonly referred to as "Attachment A" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by the Division of Supplier Diversity and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term.

The following Division of Supplier Diversity certified MBE and/or WBE subcontractors will be participating in this Contract: **[Add additional MBEs and WBEs using the same format.]**

MBE or WBE	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT
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Briefly describe the MBE and/or WBE service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to MWBECompliance@idoa.IN.gov, or mailed to Division of Supplier Diversity, 402 W. Washington Street, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing MBE/WBE procurement and may result in sanctions allowable under 25 IAC 5-7-8. Requests for changes must be submitted to MWBECompliance@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to Division of Supplier Diversity certified subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that

they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report Division of Supplier Diversity certified subcontractor payments directly to the Division of Supplier Diversity, as reasonably requested and in the format required by the Division of Supplier Diversity.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

37. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

38. Notice to Parties. Whenever any notice, statement or other communication is required under this Contract, it will be sent by E-mail or first-class U.S. mail service to the following addresses, unless otherwise specifically advised. Such notice, statement or other communication shall include the Public Works Project Number in the subject line of the E-mail and the body of the notice or other communication.

A. Notices to the State shall be sent to:

Public Works Division, Director
Indiana Department of Administration
402 W Washington St Room W462
Indianapolis, IN 46204
E-mail: rgrossman@idoa.IN.gov

B. Notices to the Contractor shall be sent to:

[INSERT CONTRACTOR NAME]
[INSERT CONTRACTOR'S
ADDRESS]
E-mail: _____

As required by IC § 4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

39. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) the Project Bid Package, (3) attachments prepared by the State; (4) Contractor's Proposal; and (5) attachments prepared by the

Contractor. All of the foregoing are incorporated fully by reference. All attachments, and all documents referred to in this paragraph are hereby incorporated fully by reference.

40. Ownership of Documents and Materials.

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the “Materials”) not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered “work for hire” and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor’s expense. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor’s work product during the term of this Contract.

41. Payments.

A. All payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC § 4-13-2-20.

B. If the Contractor is being paid in advance for the maintenance of equipment, software or a service as a subscription, then pursuant to IC § 4-13-2-20(b)(14), the Contractor agrees that if it fails to fully provide or perform under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

42. Penalties/Interest/Attorney’s Fees. The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney’s fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, IC § 34-13-1 and IC § 34-52-2.

Notwithstanding the provisions contained in IC § 5-17-5, any liability resulting from the State’s failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

43. Progress Reports. The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

44. Public Record.

The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and the State will post this Contract on the transparency portal as required by Executive

Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Contract shall not be considered an act of the State.

45. Renewal Option. This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC § 5-22-17-4. The term of the renewed contract may not be longer than the term of the original contract.

46. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

47. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

48. Taxes. The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

49. Termination for Convenience. This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to the Indiana Department of Administration and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that the Indiana Department of Administration shall be deemed to be a party to this agreement with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

50. Termination for Default.

- A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:
 - 1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
 - 2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
 - 3. Make progress so as to endanger performance of this Contract; or
 - 4. Perform any of the other provisions of this Contract.
- B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

- C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

51. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Contract. Permitted expenses will be reimbursed at the rate paid by the State and in accordance with the *Indiana Department of Administration's Travel Policies and Procedures* in effect at the time the expenditure is made. Out-of-state travel requests must be reviewed by the State for availability of funds and for conformance with *Travel Policy* guidelines.

52. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

53. Work Standards. The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

Non-Collusion and Acceptance

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

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained herein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

<https://secure.in.gov/apps/idoa/contractsearch/>

IN WITNESS WHEREOF, the Contractor and the State have, through their duly authorized representatives, entered into this Contract for Public Works Project Number XXXXX. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

Contractor: XXXXXXXXXXXX

**Department of Administration
Public Works Division**

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Robert Grossman, Director

For IDOA Commissioner if less than \$10,000,000

Date: _____

Approved by:

Department of Administration

Approved by:

State Budget Agency

By: _____ (for)

Rebecca Holwerda, Commissioner

By: _____ (for)

Zachary Q. Jackson, Director

Date: _____

Date: _____

Approved as to Form and Legality:
Form approval has been granted by the
Office of the Attorney General pursuant to
IC 4-13-2-14.3(e) on October 5, 2022.
FA 22-49

This document prepared and reviewed by:

Counsel, Indiana Department of Administration

TEMPLATE

**STATE OF INDIANA'S
PUBLIC WORKS CONSTRUCTION CONTRACT
CHANGE ORDER/AMENDMENT #_**
Contract # _____

THIS IS AMENDMENT # to the Public Works Construction Contract ("Contract") entered into by and between the Indiana Department of Administration's Public Works Division ("State") and XXXXXXXXXX ("Contractor"), executed pursuant to the terms and conditions set forth herein, governed by Indiana Code 4-13.6, *et seq.* and approved by the last State signatory on .

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to amend the Contract as follows:

1. A written change has been requested by the Contractor, as detailed in **Amendment #** **Exhibit A**, attached hereto and incorporated herein, in connection with the following Public Works Project:

Project Number: XXXXXXXXXX
Project Name: XXXXXXXXXX
Designer (if applicable): XXXXXXXXXX
Purchase Order Number: XXXXXXXXXX
Institution Department: XXXXXXXXXX
Req. No: XXXXXXXXXX
Change Order No: XXXXXXXXXX

2. ☐ The Designer has recommended the Contractor's change in writing, as evidenced by **Amendment #** **Exhibit** , attached hereto and incorporated herein.
☐ No Designer has been contracted for this Project.

3. The State has approved the change request, as detailed in **Amendment #** **Exhibit B**, attached hereto and incorporated herein.

4. The consideration for this Amendment # is as follows:

ORIGINAL CONTRACT VALUE	\$ _____
TOTAL PREVIOUS AMENDMENT VALUE	\$ _____
PRE-AMENDMENT CONTRACT TOTAL	\$ _____
☐ INCREASE/ ☐ DECREASE THIS AMENDMENT	\$ _____
☐ INCREASE/ ☐ DECREASE REMEDIATION ALLOWANCE	\$ _____
NEW CONTRACT TOTAL REMUNERATION	\$ _____

This change represents a \$XX,XXX ☐ increase/☐ decrease in the original contract and a \$XX,XXX ☐ increase/☐ decrease in remediation allowance, for a total ☐ increase/☐ decrease of \$XX,XXX. Retainage ☐ will/ ☐ will not be withheld on this change order amount.

5. The term of this Contract is hereby ☐ extended for an additional XXX days.
☐ decreased by XXX days.
☐ remains the same.

Therefore, the Contract shall terminate on .

6. **A. Minority and Women's Business Enterprises Compliance.** Include one of the options, as applicable; delete the inapplicable option.

OPTION 1-to be used if the MBE and/or WBE subcontractor(s) will continue to be utilized during the extension period.

As required by 25 IAC 5-6-2(b), the following Division of Supplier Diversity certified MBE or WBE subcontractor(s) will be participating in this Contract under this Change Order/Amendment. This participation represents [] the same percentage or [] an increase of [] % above the original MBE and/or WBE commitment. **[Add additional MBEs and WBEs using the same format.]**

MBE or WBE	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT

Briefly describe the MBE and/or WBE service(s)/product(s) to be provided under this Amendment and include the estimated date(s) for utilization during the extension period:

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Amendment. The subcontractor agreements may be uploaded into Pay Audit (Indiana’s subcontractor payment auditing system), emailed to MWBECompliance@idoa.IN.gov, or mailed to Division of Supplier Diversity, 402 W. Washington Street, RoomW-462, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing MBE/WBE procurement and may result in sanctions allowable under 25 IAC 5-7-8. Requests for changes must be submitted to MWBECompliance@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Amendment.

The Contractor shall report payments made to Division of Supplier Diversity certified subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. Contractor may also be required to report Division of Supplier Diversity certified subcontractor payments directly to the Division of Supplier Diversity, as reasonably requested and in the format required by the Division of Supplier Diversity.

Contractor’s failure to comply with the provisions in this clause may be considered a material breach of the Contract.

OPTION 2 – to be used if the original Contract identified subcontractors in this clause, but the Contractor will not be utilizing the MBE and WBE subcontractors during the extension period.

No certified MBE or WBE subcontractors will be participating in this Contract under this Change Order/Amendment.

B. Indiana Veteran Owned Small Business Enterprises Compliance. Include one of the options, as applicable; delete the inapplicable option.

OPTION 1-to be used if the IVOSB subcontractor(s) will continue to be utilized during the extension period.

As required by 25 IAC 9-4-1(b), the following certified IVOSB subcontractors will be participating in this Contract under this Change Order/Amendment. This participation represents [] the same percentage or [] an increase of [] % above the original IVOSB commitment. **[Add additional IVOSBs using the same format.]**

IVOSB	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT
-------	--------------	-------	-------------------------	---------

Briefly describe the IVOSB service(s)/product(s) to be provided under this Amendment and include the estimated date(s) for utilization during the extension period:

A copy of each subcontractor agreement must be submitted to IDOA's Division of Supplier Diversity within thirty (30) days of the effective date of this Amendment. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to IndianaVeteransPreference@idoa.IN.gov, or mailed to IDOA, 402 W. Washington Street, Room W-462, Indianapolis, IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing IVOSB procurement and may result in sanctions allowable under 25 IAC 9-5-2. Requests for changes must be submitted to IndianaVeteransPreference@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Amendment.

The Contractor shall report payments made to certified IVOSB subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report IVOSB certified subcontractor payments directly to the Division of Supplier Diversity, as reasonably requested and in the format required by the Division of Supplier Diversity.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

OPTION 2 – to be used if the original Contract identified subcontractors in this clause, but the Contractor will not be utilizing the IVOSB subcontractors during the extension period.

No certified IVOSB subcontractors will be participating in this Contract under this Change Order/Amendment.

All matters set forth in the original Contract and not affected by this Amendment shall remain in full force and effect.

Non-Collusion and Acceptance

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

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>

In Witness Whereof, the Contractor and the State have, through their duly authorized representatives, entered into this Amendment for Public Works Project Number XXXXX. The parties, having read and understood the foregoing terms of this Amendment, do by their respective signatures dated below agree to the terms thereof.

Contractor: XXXXXXXXXXXX

**Department of Administration
Public Works Division**

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Robert Grossman, Director

For IDOA Commissioner if less than \$10,000,000

Date: _____

Approved by:
Department of Administration

Approved by:
State Budget Agency *PURSUANT TO IC 4-13-2-14.1*
APPROVAL OF THE BUDGET AGENCY
IS NOT REQUIRED FOR CONTRACTS
UNDER \$100,000.00

By: _____ (for)
Rebecca Holwerda, Commissioner

By: _____ (for)
Zachary Q. Jackson, Director

Date: _____

Date: _____

Approved as to Form and Legality:
Form approval has been granted by the
Office of the Attorney General pursuant to
IC 4-13-2-14.3(e) on October 5, 2022.
FA 22-48

This document prepared and reviewed by:

Counsel, Indiana Department of Administration

TEMPLATE

CONSTRUCTION CONTRACT CHANGE ORDER/AMENDMENT #

AMENDMENT # EXHIBIT A

See Documents to Follow for Exhibit

CONSTRUCTION CONTRACT CHANGE ORDER/AMENDMENT #

AMENDMENT # EXHIBIT B

See Documents to Follow for Exhibit



CERTIFICATE OF SUBSTANTIAL COMPLETION

State Form 1084 (R / 10-22) / DAPW 5

INDIANA PUBLIC WORKS PROJECT NUMBER: _____

PROJECT NAME: _____

TO: Department of Administration
State of Indiana

THROUGH: Director Public Works

DESIGNER: _____

CONTRACTOR: _____

CONTRACT FOR: _____
(GENERAL, MECHANICAL, ELECTRICAL, OTHER)

CONTRACT DATE: _____ CONTRACTOR P.O.NO: _____

PROJECT OR DESIGNATED AREA SHALL INCLUDE: _____

The contractor hereby certifies the Work of this project to be in complete conformance to the Contract Documents and to be substantially complete, enabling the Owner to make use of the Work as intended.

By his signature below the Contractor further requests Designer and Owner to inspect the Work and to concur in the Work's substantial completion by their signature and/or to provide in a timely manner to Contractor a listing of work items adjudged by them as remaining to be completed or corrected. Contractor agrees to complete and correct all work items representative of such listing within ___ days from date of receipt from designer.

Contractor Company Name

By (written) (typed or printed)
(Shall be signed by same representative who signed Contract)

Date

A list of items to be completed or corrected, verified by the Designer and Owner, is (is not) appended hereto. Failure to include any incomplete items on such list does not alter the responsibility of the Contractor to provide all Work in complete conformance with the Contract Documents.

Designer Company Name

By (written) (typed or printed)
(Shall be signed by Designer of Record with Certification Responsibility to the State of Indiana)

Date

The Work performed under this Contract has been reviewed and found to be substantially complete by the Director of Public Works who has hereby established the Date of Substantial Completion as _____ which is also the date of commencement of all warranties and guarantees required by the Contract Documents. The Date of Substantial Completion of the Work or designated portion thereof is the date established by the Director of Public Works when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the Work, or designated portion thereof, for the use for which it is intended.

The Owner accepts the Work or designated portion thereof as substantially complete and assumes full possession thereof, in accordance with the contract documents.

STATE OF INDIANA

Owner

By: Director Public Works
(Shall be signed by Director of Public Works as Owner's representative)

Date

The responsibilities of the Owner and the Contractor for maintenance, heat, utilities, and insurance shall be as set out in the Contract Documents.

**INDIANA
DEPARTMENT OF NATURAL RESOURCES**

DIVISION OF RECLAMATION

ABANDONED MINE LANDS PROGRAM

CONTRACT INFORMATION

**SCHEDULE OF BASE BID QUANTITIES
SPECIAL PROVISIONS
ADDITIONAL CONTRACT REQUIREMENTS**

FOR

PUBLIC WORKS PROJECT NO.	E008-376
AML SITE NO.	131
AML SITE NAME	Reservoir 29

SECTION 01010

GENERAL REQUIREMENTS

1.01 DESCRIPTION:

- A. This project consists of **Installation of cutoff wall, removal and regrade of mid slope surface drain, riprap salvage and redistribution, woody debris removal, replacement of existing culverts with reinforced concrete box culvert, addition of tied concrete mat near Reservoir 29A outlet and boat ramp, new accessible dock, and revegetation of all disturbed areas.**
- B. The Contractor shall perform all work required to complete the project in accordance with the contract documents.
- C. The Contractor will provide a 1-year warranty on the work.
- D. Davis-Bacon Wage Scale applies to this project.
- E. Questions related to the bid documents shall be submitted to the Project Manager via email no later than **five business days after the pre bid meeting.**

DNR Project Manager: Brandy Gibson, cgibson@dnr.in.gov , **317-416-0059**

1.02 BID:

The Base Bid shall include all work and requirements indicated by the Bidding Documents.

The Supplemental Unit Price Sheet provided in the bidding documents shall be included with the submitted bid.

The Contractor shall not be allowed extra compensation by reason of any matter or thing concerning which the Contractor could have fully informed himself prior to bidding. No verbal agreement, understanding or conversation with an agent or employee of the Owner, either before or after the execution of this contract, shall affect or modify the terms or obligations herein contained.

1.03 SITE ACCESS PRIOR TO BIDDING:

Bidders are encouraged to visit the construction site for on-site inspection prior to bidding.

Property Contact: PM information, Travis Dunn, tdunn@dnr.in.gov, 812-665-2207

1.04 USE OF CONTRACT DOCUMENTS:

- A. Contractor shall examine all Specifications and Drawings for the Work, including those that may pertain to Work Contractor does not normally perform with its own forces.
- B. Contractor shall use all the Project Drawings and Specifications:
 - 1. For a complete understanding of the Project.
 - 2. To determine the type of construction and systems required.
 - 3. For coordination with other contractors.

4. To determine what other work may be involved in various parts or phases.
5. To anticipate and notify others when work by others will be required.
6. And all other relevant matters related to the project.

- C. Contractor is also bound by all requirements of the Contract Documents which are applicable to, pertain to, or affect its work, as may be shown or inferred by the entire set of Project Drawings and Specifications.

1.05 COMMENCEMENT AND COMPLETION OF WORK:

- A. The Contractor shall initiate the project within ten (10) days after the date of the execution of the Contract.
- B. Work shall not commence until all labor, materials and equipment are available so Work can continue without interruption or delay.
- C. This project, or portion thereof, will not be ready for substantial completion review until test and performance evaluations are completed, all items are installed, and area is clear of construction rubbish and debris.

1.06 BUILDER'S RISK INSURANCE:

- A. The Builders Risk insurance requirements as specified in the General Conditions (11.2.5) are waived for this project.

1.07 SUBMISSION OF POST-BID INFORMATION: Submit the following information within ten (10) days of receipt of Notice to Proceed.

- A. Designation of the work to be performed by the Contractor with his own forces.
- B. A list of Subcontractors.
- C. A list of manufacturers and suppliers.
- D. A Progress schedule for the work in relation to the entire Project. The Progress schedule shall be revised and updated at least monthly.
- E. A Schedule of Values. This schedule, when approved by the Owner shall be used as a basis for the Contractor's Applications for Progress and Final Payments.

1.08 MEASUREMENT AND PAYMENT - LUMP SUM:

Payment for Lump Sum projects will be based on the accepted schedule of values for the project. No separate measurements for payment will be performed for Lump Sum Work unless otherwise specified in the plans and specifications. All Work described in the Specifications and/or shown on the Drawings shall be included in the Lump Sum Bid.

Where INDOT specifications are referenced in these project specifications, they are referenced for material identification and for means of execution, installation and construction. The method of measurement and basis of payment listed in the INDOT specifications do not apply.

1.09 REMEDIAL ALLOWANCE:

Contractor shall include an allowance of \$ **100,000** in the bid for remediation of unforeseen constraints.

Such constraints may include but are not necessarily limited to unforeseen subsurface conditions particular to this construction site; improperly recorded or unrecorded physical properties and conditions at the site; obstruction of or delays to reasonable work sequences by the Property, or the Owner; and conflict within or omissions from the Contract Documents.

All remediation work shall be authorized in writing prior to execution.

If any portion of the allowance is not used during the project, that portion will revert to the owner and will not be included in the contractor's final payment.

1.10 WORKING HOURS:

- A. Contractor shall perform all construction activity between sunrise and sunset and shall not be performed on Saturdays, Sundays, or during the period beginning at 12:00 noon on the last weekday (Monday through Friday) proceeding and continuing until Sunrise on the day following New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas, unless previous arrangements are made with the Owner.
- B. All work performed at other times shall be only by approval from the Owner, confirmed in writing, and shall not constitute a change in the contract amount.

1.11 PROGRESS MEETINGS

Progress meetings will be held throughout progress of the Work at intervals agreed to by Owner, Designer, and Contractor.

1.12 EXISTING SITE CONDITIONS:

- A. Data on the drawings pertaining to present conditions, dimensions, type of construction, obstructions on or near site, location of utilities, etc. have been obtained from sources believed reliable, but accuracy of such data is not guaranteed and is furnished solely for accommodation of the Contractor.
- B. Before starting excavations, Contractor shall locate existing underground utilities in all areas of the work. Utilities may be privately and/or publicly owned.

1.13 CONSTRUCTION AND STORAGE AREA:

- A. The Contractor shall confine the construction operations and storage of materials within the project construction work limits.
- B. Except for permanent site improvements provided under the Contract, Contractor shall restore property disturbed during the Work to the conditions which previously existed.
- C. Parking and Deliveries:
 - 1. Contractor is responsible for control of traffic by vehicles and persons within the limits of its operations.

2. Parking for employees, subcontractors, and agents of Contractor shall be in areas subject to approval of Owner.
3. Access to the site for delivery of construction material of equipment shall be subject to approval of Owner.

1.14 PROTECTION OF FACILITIES AND PREMISES

- A. The Contractor shall be responsible for the protection of all facilities during the entire period of service. Any damages to the existing facilities, roads, drainage structures, driveways, landscaping or other State-owned property caused by the contractor shall be repaired to pre-construction conditions by the Contractor at his/her expense and in a manner and schedule approved by the Owner.
- B. If the proposed work has potential to cause damage (for example, hauling many truckloads of riprap), use this statement – Prior to mobilization, the Contractor shall furnish to the Owner and Engineer a high resolution, color, audio-video recording of all planned construction areas. The purpose of this recording is to document existing conditions and to provide a fair measurement of required restoration.
- C. The Contractor shall power wash all mechanical equipment or vehicle used on the job site to remove mud and debris prior to unloading on the site. This is necessary to prevent contamination by invasive species seeds that may be attached to the equipment.

1.16 ARCHEOLOGICAL AND HISTORICAL ARTIFACTS:

- A. If any objects are uncovered during construction which could possibly be of historic archeological importance, this shall be immediately report to Owner. Work at that spot shall not proceed further until Owner has evaluated the object and the area where it was found and approved continuation of the work.
- B. If any construction time is lost due to such objects being found, an equal number of calendar days will be added to the project completion time given in the specifications.

1.17 SALVAGE RIGHTS:

- A. Unless stated otherwise in these specifications or on the plans, all equipment and materials removed as part of this project and not being reused shall become the property of the Contractor and removed from the site.

1.18 SAFETY, REGULATORY REQUIREMENTS, and SPECIAL PROVISIONS:

- A. All work including site safety, equipment, materials, property, and fabricated items provided under the Contract shall comply with the provisions of OSHA or IOSHA and other applicable laws and regulations to prevent damage, injury, or loss to people, equipment, materials, and property.
- B. Contractor shall comply with roadway weight restrictions including seasonal weight restrictions.
- C. The Contractor shall adhere to all conditions of approved permits.

Permits secured by the Owner include:

- Archaeology Review – Indiana DNR, Division of Historic Preservation and Archaeology
- Title 5 Injection Well Permit
- Construction of Floodway Permit

Note: Trees can be cut from October 1 to March 31. Bat roosting season does not allow trees to be cut from April 1 – September 30.

1.19 UTILITY COORDINATION

Contractor shall coordinate with utilities as needed to determine and resolve any conflicts with proposed construction. Utility locations have been provided showing the approximate location where utilities are believed to be located. There is no guarantee or warranty as to the accuracy or completeness of said locations. No direct evidence of other utilities was discovered, however there is no guarantee that others do not exist. Public and/or private utility locates may be necessary and their cost shall be included in the Contractor's bid.

All existing utilities which shall cross new structures and piping that is to be installed as part of this contract shall be field verified for proper clearance prior to ordering new structures and the start of the installation of the new structures or piping. The Contractor shall notify the Owner/Project Manager in writing as soon as possible after the investigation of any conflicts which are identified and will require resolution.

END OF SECTION

PUBLIC WORKS PROJECT NO. E008-376

This document shall be examined to determine that each page set out in the Contract Information Table of Contents is attached, legible, and current.

<u>TABLE OF CONTENTS</u>	<u>NUMBER OF PAGES</u>
PROJECT INFORMATION	1
SAFETY FACT SHEET	1
SCHEDULE OF BASE BID QUANTITIES	1
SPECIAL PROVISIONS	83

2024 AML Standard Specifications are hereby included in the Contract by reference and can be obtained from:

<https://www.in.gov/dnr/reclamation/abandoned-mines/aml-contractors-and-bidding/>

Additional reference material may be available on the Division of Engineering's website at:

<https://www.in.gov/dnr/engineering/bidding/>

The reference material may include, but is not limited to Permits, Asbestos Reports, and Addenda. The Contractor shall consider the available reference material in preparation of their bid.

PRE-BID CONTACT

DAPW PROJECT MANAGER:	Brandy Gibson DIVISION OF RECLAMATION 14619 WEST STATE ROAD 48 JASONVILLE, IN 47438 (812) 665-2207 PHONE (812) 665-5041 FAX CGibson@dnr.IN.gov
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POST-BID CONTACTS

AML PROJECT MANAGER:	Travis Dunn (812) 665-2207 tdunn@dnr.IN.gov
AML ENVIRONMENTAL SPECIALIST:	Daniel Hillman (812) 665-2207 Danhillman@dnr.in.gov

PROJECT INFORMATION

Public Works Project Number: E008-376
AML Site Number: 131
AML Site Name: Reservoir 29

Location Description: Section 36, T-7N, R-8W and
Section 31, T-7N, R-7W 2nd
Principal Meridian
southwest of the Town of
Linton, Stockton Township,
Sullivan County, Indiana

Plans: ☒ 24 X 36
(See index on Title ☐ 11 X 17
Sheet of Plans if ☐ 8.5 X 11
applicable) ☐ N/A

Plan Revision Date: 10/15/2025 12:00:00 AM

Mobilization/Demobilization: ☒ Base bid ☐ Unit Price
Construction Engineering: ☒ Yes ☐ No
Special Provisions: ☒ Yes ☐ No

Project Completion Time
or Date: 270 Calendar Days

Liquidated Damages
for Late Completion: \$1,000/Calendar Day

Remediation Allowance: \$100,000

Scope of Project:
Installation of cutoff wall, removal and regrade of mid
slope surface drain, riprap salvage and redistribution,
woody debris removal, replacement of existing culverts with
reinforced concrete box culvert, addition of tied concrete
mat near Reservoir 29A outlet and boat ramp, new accessible
dock, and revegetation of all disturbed areas.

Designer: Dale A. Gick, PE
Commonwealth Engineers, Inc
7256 Company Drive
Indianapolis, IN 46237
(317) 888-1177 Phone
Fax
DGick@ContactCEI.com

SCHEDULE OF SUPPLEMENTAL UNIT PRICES
SITE 131
PROJECT NO. DEL2515208032/E008-376

Unknown site conditions or design changes will have an impact on the amount of labor and materials required to complete this contract according to the plans and specifications. Therefore, the contractor shall prepare his lump sum bid based on the estimated dimensions or quantities provided in the plans and specifications. The contractor agrees to accept the following unit prices to adjust the amount of the contract, if actual site conditions or later changes in the design require quantities more than or less than those estimated. These unit prices shall be submitted with the lump sum bid.

1.	Density Test.....	\$	_____	/EACH
2.	Project Sign.....	\$	_____	/EACH
3.	Bollard.....	\$	_____	/EACH
4.	ADA Bollard.....	\$	_____	/EACH
5.	Riprap, Class 1.....	\$	_____	/TON
6.	Compacted Aggregate, No. 8.....	\$	_____	/TON
7.	Compacted Aggregate, No. 53.....	\$	_____	/TON
8.	Geotextile for Subgrade (Woven).....	\$	_____	/SYS
9.	Geotextile (Non-woven).....	\$	_____	/SYS
10.	Access Gate, 16 ft.....	\$	_____	/EACH
11.	Fence, 2-Rail Post & Pole Fence, 48 in.....	\$	_____	/LFT
12.	Slurry Cutoff Wall.....	\$	_____	/SFT
13.	Bentonite (for Cutoff Wall).....	\$	_____	/TON
14.	Cement (for Cutoff Wall).....	\$	_____	/TON
15.	Salvaged Riprap.....	\$	_____	/CYS
16.	Topsoil.....	\$	_____	/CYS
17.	Flexamat.....	\$	_____	/SFT

COMPANY NAME: _____

SIGNATURE OF BIDDER: _____

DATE _____

Schedule of Base Bid Quantities
Site 131
Project No. DEL2515208032/E008-376

Item Number	Item	Base Bid Quantity	Unit
1.	Density Test	6	EACH
2.	Project Sign	1	EACH
3.	Bollard	3	EACH
4.	ADA Bollard	1	EACH
5.	Riprap, Class 1	25	TON
6.	Compacted Aggregate, No. 8	11	TON
7.	Compacted Aggregate, No. 53	5,290	TON
8.	Geotextile for Subgrade (Woven)	6,670	SYS
9.	Geotextile (Non-woven)	2,810	SYS
10.	Access Gate, 16 ft	2	EACH
11.	Fence, 2-Rail Post & Pole Fence, 48 :	331	LFT
12.	Slurry Cutoff Wall	97,021	SFT
13.	Bentonite (for Cutoff Wall)	230	TON
14.	Cement (for Cutoff Wall)	870	TON
15.	Salvaged Riprap	350	CYS
16.	Topsoil	300	CYS
17.	Flexamat	4,185	SFT

SPECIAL PROVISIONS

The AML Standard Specifications are revised as follows:

DIVISION 01 GENERAL PROVISIONS (SUPPLEMENTARY CONDITIONS)

Section 00 General Requirements supplement AML's Standard Specifications. Where the two are in conflict, the Section 00 General Requirements prevail.

The Detailed Specifications (DS), Workmanship and Material Specifications (WM), Drawings and the AML Standard Specifications are meant to complement each other. The order of precedence is stated in Section 00 General Requirements.

BASIS OF PAYMENT (ALL RELEVANT SECTIONS)

The Base Bid shall include all work and requirements in the bidding documents. Item shown on the Schedule of Supplemental Unit Prices are the only items that will be measured and paid on a unit price basis.

2024 INDOT STANDARD SPECIFICATIONS

The 2024 INDOT Standard Specifications shall be used for all work where applicable. Measurement and payment for such work shall be paid as indicated above.

WORKMANSHIP AND MATERIALS SPECIFICATIONS

(SECTION WM 1)

GENERAL

PART 1 GENERAL

1.01 The following specifications for Workmanship and Materials are of general application, and are to be used with the Detailed Specifications and drawings as far as applicable.

The Sections of the Workmanship and Materials Specifications shall accompany or be attached to each set of the Detailed Specifications. Additional Sections of Workmanship and Materials Specifications, other than those listed, may be included as a part of the contract documents attached to the listed Sections.

Materials for which no detailed specifications are given herein or under the Detailed Specifications shall in general conform to the physical characteristics and methods of treatment as set forth in the latest specifications of the American Society for Testing Materials insofar as they may apply, and shall be of the quality and character best adapted to the purpose for which they are to be used. No material shall be used for any purpose unless the material has previously been in use for a like purpose for a sufficient length of time to demonstrate the materials' satisfactory use.

All materials and equipment to be provided by the Contractor under this contract shall be new, unless otherwise specified. Any equipment offered shall be new and of a make and type which can be shown to have operated satisfactorily and continually in actual service for a sufficient length of time to demonstrate the equipment's success for the purpose for which the equipment is to be used.

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(SECTION WM 5.1)

CONCRETE FORMWORK

PART 1 GENERAL

1.01 Description

- A. The work under this Section consists of furnishing all labor, equipment and services (including the design and detailing) required for Forms for all cast-in-place concrete indicated on the Drawings and subsequent removal of all such forms described in this Section.

- B. Related work described elsewhere:
 - 1. Concrete Reinforcement Section WM-6
 - 2. Cast-In-Place Concrete Section WM-5.2
 - 3. Structural Steel Section WM-18
 - 4. Miscellaneous Metals Section WM-19

1.02 Quality Assurance

- A. Qualifications of Workmen:
 - 1. Provide at least one experienced person who shall be present at all times during execution of this portion of the Work and who shall be thoroughly familiar with the type of materials being installed, the referenced standards, and the requirements of this Work, and who shall direct all work performed under this Section.

- B. Codes and Standards:
 - 1. "Recommended Practice for Concrete Formwork", publication ACI 347, latest edition of the American Concrete Institute.

1.03 Submittals

- A. Shop Drawings:
 - 1. Prior to starting field work, submit shop drawings to Engineer for approval. All shop drawings shall be checked and the formwork Contractor's stamp of approval shall be placed on each drawing prior to submittal to Engineer. All shop drawings shall be prepared under the supervision of a registered professional engineer.

 - 2. The shop drawings shall clearly show all concrete shapes, sizes, grade lines and dimensions indicated on the drawings. All door blockouts, recesses, sleeves, embedded items and any other items which affect exposed concrete visually shall also be shown.

3. Shop drawing review is for general conformance with the construction documents. The design of formwork for structural stability and efficiency is the responsibility of the formwork Contractor.

1.04 Design

- A. All formwork, including reshoring, shall be designed and detailed by the formwork Contractor who shall be solely responsible for this work. Design of formwork shall be prepared under the supervision of a registered professional engineer.
- B. Formwork for post-tensioned concrete shall be designed, taking into account the possibility of the member lifting off the formwork during the stressing operation.

PART 2 PRODUCTS

2.01 Form Materials & Accessories

- A. Form Lumber:
 1. All form lumber in contact with exposed concrete shall be new or of sufficient quality to insure an unblemished texture.
 2. All form lumber shall be one of the following or a combination thereof.
 - a. Forms for concealed concrete:
 - 1) Face Forms: B-B Plyform Class I or II, exterior, bearing APA grade stamp on each piece. Minimum thickness: 3/4".
 - b. Forms for exposed concrete:
 - 1) Face Forms: High Density Overlaid Plyform Class I or II, exterior, bearing APA grade stamp on each piece. Minimum thickness: 3/4".
- B. Steel Forms:
 1. Steel is an acceptable material for formwork.
 2. Steel forms shall be "like new" producing a clean, smooth, unblemished, texture for concrete exposed in the finished structure.
- C. Forms for Exposed Finish Concrete:
 1. Plywood, metal, metal framed plywood faced, or other acceptable panel-type materials, to provide continuous straight, smooth exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on drawings.

- D. Forms for Unexposed Finish Concrete:
 - 1. Plywood, lumber, metal, or other acceptable material. Provide lumber dressed on at least 2 edges and one side for tight fit.
- E. Forms for Textured Finish Concrete:
 - 1. Units of face design, size, arrangement and configuration to match designer's control sample. Provide solid backing and form supports to ensure stability of textured form liners.
- F. Forms for Cylindrical Columns and Supports:
 - 1. Metal, fiberglass reinforced plastic, or paper or fiber tubes. Construct paper or fiber tubes of laminated plies using water-resistant adhesive with wax-impregnated exterior for weather and moisture protection. Provide units with sufficient wall thickness to resist loads imposed by wet concrete without deformation.
- G. Form Ties:
 - 1. Factory fabricated, adjustable length, snap-off metal form ties, designed to prevent form deflection and to prevent spalling of concrete upon removal. The metal after breaking should be at least 1" from the face of the wall. Ties used on walls subject to hydrostatic pressure shall have approved waterstops.
 - a. Provide ties which, when removed, will leave holes not larger than 1" diameter in concrete surface.
- H. Form Release Agent:
 - 1. A non-staining, neutral, barrier type which will not cause softening or impede curing.
- I. Bracing/Shoring/Studs:
 - 1. Such supports shall be selected for economy consistent with safety requirements and the quality required in the finished work. The formwork Contractor is responsible for the design, illustration, safety, and serviceability of all formwork.

2.02 Other Materials

- A. All other materials, not specifically described but required for proper completion of concrete formwork, shall be as selected by the formwork Contractor subject to the advance approval of the Engineer of record.

PART 3 EXECUTION

3.01 Surface Conditions

A. Inspection:

1. Prior to all work of this Section, carefully inspect the installed work of all other trades and verify that all such work is completed to the point where this installation may properly commence.
2. Verify that forms are constructed in accordance with all pertinent codes and regulations, the referenced standards, and the original design.

B. Discrepancies:

1. In the event of discrepancy, immediately notify the Engineer of record.
2. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

3.02 Construction of Forms

- A. Construction of forms to be substantial, sufficiently tight to prevent leakage of concrete, and able to prevent excessive deflection when filled with wet concrete.
- B. Design, erect; support; brace, and maintain formwork to support vertical and lateral, static, and dynamic loads that might be applied until such loads can be supported by concrete structure. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation, and position. Maintain formwork construction tolerances complying with ACI 347, latest edition.
- C. Design formwork to be readily removable without impact, shock, damage, or cutting to cast-in-place concrete surfaces and adjacent materials.
- D. Construct forms to sizes, shapes, lines, and dimensions shown, and to obtain accurate alignment, location, grades, level and plumb work in finished structures. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages and inserts, and other features required in work. Use selected materials to obtain required finishes. Solidly butt joints and provide back-up at joints to prevent leakage of cement paste.
 1. Earth Forms: If recommended by Soils Engineer and approved by Engineer, forms for footings may be earth. Increase width of footing by 4" when using earth forms.
- E. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming

keyways, reglets, recesses, and the like, to prevent swelling and for easy removal.

- F. Provide temporary openings where interior area of formwork is inaccessible for cleanout, for inspection before concrete placement, and for placement of concrete. Securely brace temporary openings and set tightly to forms to prevent loss of concrete mortar. Locate temporary openings on forms at inconspicuous locations.
- G. Chamfer exposed corners and edges as indicated, using wood, metal, PVC, or rubber chamfer strips fabricated to produce uniform smooth lines and tight edge joints.
- H. Provisions for Other Trades: Provide openings in concrete formwork to accommodate work of other trades. Carefully examine the drawings and specifications and consult with other trades as required relative to size and location of openings, recesses, and chases from trades providing such items. Accurately place and securely support items built into forms.
- I. Cleaning and Tightening: Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, or other debris just before concrete is placed. Re-tightening forms and bracing after concrete placement is required to eliminate mortar leaks and maintain proper alignment.
- J. Set all required pipe sleeves, steel frames, angles, grilles, bolts, inserts, and other such items required to be anchored in the concrete before the concrete is placed.
- K. Bracing:
 - 1. Properly brace and tie the forms together so as to maintain position and shape and to ensure safety to personnel.
- L. Construct all forms straight, true, plumb and square within a tolerance as specified in ACI 301. Use a reference point on the ground to check plumbness and elevations.
- M. Keep forms sufficiently wetted to prevent joints opening up before concrete is placed.

3.03 Footing Forms

- A. Wood Forms:
 - 1. All footing and pile cap forms shall be wood unless otherwise specifically approved by the Engineer of record.

3.04 Preparation of Form Surfaces

- A. Clean re-used forms of concrete matrix residue, repair and patch as required to return forms to acceptable surface condition.

- B. Coat contact surfaces of forms with a form-coating compound before reinforcement is placed.
- C. Thin form-coating compounds only with thinning agent of type, amount, and under conditions of form-coating compound manufacturer's directions. Do not allow excess form-coating material to accumulate in forms or to come in contact with in-place concrete surfaces against which fresh concrete will be placed. Apply in compliance with manufacturer's instructions.
- D. Coat steel forms with a non-staining, rust-preventative form oil or otherwise protect against rusting. Rust-stained steel formwork is not acceptable.

3.05 Shores and Supports

- A. Comply with ACI 347, latest edition, for shoring and reshoring in multilevel construction, and as herein specified.
- B. Extend shoring from ground to roof for structures 4 levels or less, unless otherwise permitted.
- C. Extend shoring at least 3 levels under floor or roof being placed for structures over 4 levels. Shore floor directly under floor or roof being placed, so that loads from construction above will transfer directly to these shores. Space shoring in stories below this level in such a manner that no floor or member will be excessively loaded or will induce tensile stress in concrete members where no reinforcing steel is provided. Extend shores beyond minimums to ensure proper distribution of loads throughout structure.
- D. Remove shores and reshore in a planned sequence to avoid damage to partially cured concrete. Locate and provide adequate reshoring to safely support work without excessive stress or deflection.
 - 1. Keep reshores in place a minimum of 15 days after placing upper tier, and longer if required, until concrete has attained its required 28-day strength and heavy loads due to construction operations have been removed.

3.06 Form Removal

- A. Forms shall be removed in an approved manner under competent supervision so as to avoid damage to the concrete. Particular care shall be taken to avoid spalling.
- B. Shores and other supports shall not be removed until concrete has attained sufficient strength to support without objectionable deflection under its own weight plus all anticipated construction loads.
- C. The concrete shall have attained, as indicated by the field-cured cylinders, at least 70 per cent of its specified 28-day strength before shores are removed. The Contractor shall bear full responsibility for this operation. Concrete damaged

by too early removal of supports shall be repaired to the satisfaction of the Engineer or replaced.

- D. Forms for vertical elements (walls and columns) shall not be removed until 24 hours after the completion of concrete placement.

3.07 Maintenance

- A. Formwork shall be cleaned and reconditioned before each use. Any damage to formwork during placing, removal, or storage shall be completely repaired. Formwork with repairs or patches which would result in adverse effects to the concrete finish shall not be used.
- B. Storage of formwork and form materials shall be in a manner to prevent damage or distortion.

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(SECTION WM 5.2)

CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.01 Scope

- A. Materials, equipment and labor required for placing, finishing and curing all cast-in-place concrete.
- B. Installation of all specified items to be embedded in cast-in-place concrete.

1.02 Products Installed But Not Furnished Under This Section

- A. Section WM-18 - Structural Steel: Anchor bolts and other items to be embedded in cast-in-place concrete.

1.03 Related Sections

- A. Section WM-5.1 - Concrete Formwork.
- B. Section WM-6 - Concrete Reinforcement.

1.04 Codes And Standards (latest edition)

- A. ACI 301 - Specifications for Structural Concrete for Buildings.
- B. ACI 302 - Guide for Concrete Floor and Slab Construction
- C. ACI 304 - Guide for Measuring, Mixing, Transporting, and Placing Concrete
- D. ACI 305 - Hot Weather Concreting.
- E. ACI 306 - Cold Weather Concreting.
- F. ACI 309 - Guide for Consolidation of Concrete.
- G. ACI 318 - Building Code Requirements for Reinforced Concrete.
- H. ACI 350 - Concrete Sanitary Engineering Structures.
- I. ASTM C31 - Making and Curing Concrete Test Specimens in the Field.
- J. ASTM C33 - Concrete Aggregates.
- K. ASTM C39 - Test for Compressive Strength of Cylindrical Concrete Specimens.
- L. ASTM C42 - Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.
- M. ASTM C94 - Ready-Mixed Concrete.

- N. ASTM C143 - Test for Slump of Portland Cement Concrete.
- O. ASTM C150 - Portland Cement.
- P. ASTM C171 - Sheet Materials for Curing Concrete.
- Q. ASTM C172 - Sampling Fresh Concrete.
- R. ASTM C173 - Test for Air Content of Freshly Mixed Concrete by the Volumetric Method.
- S. ASTM C231 - Test for Air Content of Freshly Mixed Concrete by the Pressure Method.
- T. ASTM C260 - Air-Entraining Admixtures for Concrete.
- U. ASTM C309 - Liquid Membrane-Forming Compounds for Curing Concrete.
- V. ASTM C494 - Chemical Admixtures for Concrete.
- W. ASTM C618 - Fly Ash and Raw or Calcined Natural Pozzolans for Use in Portland Cement Concrete.
- X. ASTM D1752 - Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.
- Y. State Department of Transportation - Standard Specifications.

1.05 Submittals

- A. General: All submittals shall be in accordance with ACI 301 "Specifications for Structural Concrete for Buildings".
- B. Product Data: Submit data for proprietary materials and items, including reinforcement and forming accessories, admixtures, patching compounds, waterstops, joint systems, curing compounds, dry-shake finish materials, and others as requested.
- C. Concrete Mix Designs:
 - 1. Submit a mix design for each class of concrete required for the project per the General Conditions and including:
 - a. Standard deviation analysis, required average strength and documentation of average strength verifying compliance with Section 2.03 (Proportioning on the basis of field experience and/or trial mixtures) of ACI 318.
 - b. Mix proportions by weight, water-cement ratio, slump and air content.
 - c. Sieve analyses of fine and coarse aggregates.

- d. Results of tests for water soluble chloride ion content described in Paragraph 2.03H for concrete used in water retaining structures.
 - e. Complete list of materials specified in Article 2.01 with product information demonstrating compliance with all specified requirements.
- 2. Submit with sufficient time allowed for review before concrete is required for the project.
- D. Shop Drawings:
 - 1. Submit complete shop drawings per the General Conditions and indicating:
 - a. Locations of all construction joints in walls and slabs.
 - b. Sizes and locations of all sleeves.
 - c. Locations of all waterstops.
- E. Product Information: Submit product information for all materials specified in Article 2.02 per the General Conditions and demonstrating compliance with specified requirements.
- F. Field Quality Control Test Reports: Submit to the Engineer of record per the General Conditions and within 3 days after completion of the 7-day and 28-day tests.
- G. Concrete Placement Records: Turn over to the Engineer of record after completion of the project.

1.06 Quality Assurance

- A. Perform work in accordance with ACI 301 and all codes and standards described in paragraph 1.04.
- B. Conduct field sampling and testing of concrete, including the making of test specimens, with personnel holding current certificates issued by the American Concrete Institute, State Chapter. All sampling and test specimens shall be made in accordance with applicable ASTM procedures.
- C. Materials and installed work may require testing and re-testing at any time during progress of work. Tests, including re-testing of rejected materials for installed work, shall be done at the Contractor's expense.
- D. The Contractor shall attend a preconstruction meeting to discuss submittals, concrete placement, and concrete testing. A responsible representative of the concrete placing/finishing contractor, the concrete supplier, and the testing laboratory shall be present.

1.07 Delivery, Storage And Handling

- A. Deliver concrete in accordance with ASTM C94. Do not use non-agitating transporting equipment.

- B. Deliver materials and equipment in undamaged condition.
- C. Store materials and equipment in designated areas and in accordance with manufacturer's instructions.
- D. Store materials and equipment off the ground, totally protected from ground splash, mud, weather separation, intrusion of foreign materials, and other damage.

1.08 Environmental Requirements

- A. Inclement Weather: Do not place concrete during rain, sleet or snow unless adequate protection is provided.
- B. Hot Weather: Perform work under provisions of Article 3.10.
- C. Cold Weather: Perform work under provisions of Article 3.11.
- D. Protection of Footings Against Freezing: Cover completed work at footing level with sufficient temporary or permanent cover as required to protect footings and adjacent subgrade against possibility of freezing; maintain cover for time period as necessary.
- E. Protect adjacent finish materials against spatter during concrete placement.

PART 2 PRODUCTS

2.01 Concrete Materials

- A. Portland Cement: ASTM C150.
 - 1. Structures not in contact with wastewater.
 - a. Type I or Type III.
 - 2. Structures in contact with wastewater.
 - a. Type I with a tricalcium aluminate content less than eight percent (8%).
 - b. Type II.
- B. Fly Ash: ASTM C618, Type C.
 - 1. Maximum loss on ignition: 1.50 percent.
 - 2. Maximum amount retained when wet-sieved on No. 325 sieve: 30 percent.
- C. Fine Aggregate: ASTM C33.
 - 1. Natural sand of clean, hard, durable particles.

2. State Department of Transportation, Standard Specifications, Size #23.
- D. Coarse Aggregate: ASTM C33.
1. Crushed stone or gravel of clean, sound, tough, durable particles.
 2. State Department of Transportation, Standard Specifications, Class A, Size 8, 3/4 inch maximum size.
- E. Water: Clean and free from injurious amounts of oil, acids, alkalis, salts, organic materials and other deleterious substances.
- F. Air-Entraining Admixture: ASTM C260, certified by manufacturer to be compatible with other required admixtures.
- G. Water-Reducing Admixture: ASTM C494, Type A.
- H. Retarding Admixture: ASTM C494, Type B.
- I. Accelerating Admixture: ASTM C494, Type C.
- J. Water-Reducing & Retarding Admixture: ASTM C494, Type D.
- K. Water-Reducing & Accelerating Admixture: ASTM C494, Type E.
- L. High Range Water-Reducing Admixture: ASTM C494, Type F.
- M. Synthetic Fibers: ASTM C1116, Type III
1. Virgin (non-recycled), nylon, or polypropylene fibers.
 2. 3/4 inch length.
 3. Denier less than 100.
 4. Use in strict accordance with manufacturer's instructions.
 5. Fibers shall be introduced into the concrete at the batch plant.
 6. The Contractor shall submit the mix design, including the fiber size and quantity, to the Structural Engineer for approval prior to construction.
- N. High Volume Grout:
1. Grout shall consist of a mixture of sulfate resistant cement, sand and water. Sand and cement shall be mixed in the proportion of one part cement to two parts sand by volume. The consistency of the grout shall be such as is suitable for the work to be done but W/C ration shall not exceed 0.49. Strength shall be a minimum of 5000 psi in twenty-eight (28) days.

2.02 Related Materials

- A. Water Based Curing, Sealer and Dustproofer Compound: Liquid type membrane - forming curing, sealer and dustproofer compound complying with ASTM C309, Type 1, Class B and containing 30% solids in accordance with ASTM C4758.
 - 1. Non-staining acrylic type curing compound.
 - 2. Compatible with applied sealers and finishes specified for the concrete surfaces to be cured.
- B. Penetrating Sealer: ASTM C642, C672.
 - 1. A clear coating containing 30% solids by weight. One coat is required and shall be applied per manufacturer's directions.
 - 2. Curing shall be as directed by the manufacturer.
- C. Moisture Retention Cover: ASTM C171.
 - 1. Waterproof paper, polyethylene film, or polyethylene-coated burlap.
- D. Absorptive Cover: Burlap cloth made from jute or kenaf, weighing approximately 9 oz. Per sq. ft., complying with AASHTO M 182, Class 2.
- E. Evaporation Retardant:
 - 1. During periods of rapid surface moisture loss, such as dry winds, low relative humidity, high temperatures, or a combination thereof, the Contractor shall protect freshly placed concrete using an approved evaporation retardant (monomolecular film) to reduce the risk of plastic shrinkage cracking and improve finishability.
 - 2. The evaporation retardant shall be applied in accordance with ACI 305R – Guide to Hot Weather Concreting and ACI 302.1R – Guide for Concrete Floor and Slab Construction.
 - 3. Apply the evaporation retardant immediately after screeding and prior to initial finishing operations. In cases of severe drying conditions, reapply as necessary between finishing steps to maintain adequate surface moisture.
 - 4. Application shall follow the manufacturer's written instructions regarding dilution (if required), spray equipment, and coverage rates.
 - 5. All evaporation retardants shall be compatible with subsequent curing compounds, sealers, or floor finishes, and shall not interfere with bonding or surface treatments.

- F. Epoxy Bonding Adhesive: ASTM C-881 Types I, II, iii, iv or V, Grade 2 or Grade 3, Class C.
1. Two-part structural epoxy adhesive, epoxy-polysulfide, 100 percent solids system.
 2. Use to bond freshly mixed plastic concrete or patching mortar to hardened concrete.
- G. Two-Component Epoxy Glue:
1. Dual-purpose, two-component, moisture insensitive epoxy adhesive.
 2. Use to anchor reinforcing steel or anchor bolts into hardened concrete.
 3. Drill hole size, anchor specifications and installation procedure shall conform with the requirements of the Construction Drawings and the manufacturer's recommendations.
- H. Patching Material:
1. Use to repair honeycombed and other defective concrete.
 2. Water containing structure shall contain crystalline waterproofing
 - a. Thick repair mortar for the patching and resurfacing of deteriorated concrete formulated to produce superior bond, low shrinkage, chemical durability and high strength and enhanced with crystalline waterproofing technology.

Table 1
Laboratory Test Data

Compressive Strength (ASTM C 109) ¹		
@ 24 hrs	2600 psi	18 MPa
@ 3 days	4600 psi	32 MPa
@ 7 days	6100 psi	42 MPa
@ 28 days	7700 psi	53 MPa
Flexural Strength (ASTM C 78)		
@ 28 days	1190 psi	8.2 MPa
Splitting Tensile Strength (ASTM C 496)		
@ 28 days	603 psi	4.2 MPa
Direct Tensile Bond Strength to Concrete (ASTM C 1583)		
@ 90 days	330 psi	2.3 MPa
Elastic Modulus (EN 13412)		
28 days	20.4 GPa	
Rapid Chloride Permeability (ASTM C 1202)		
@ 28 days	< 572 coulombs	
@ 90 days	< 420 coulombs	

Carbonation Depth (EN 13295)	
@ age 49 days for 56 days in 1% CO ₂	No measurable carbonation depth
Scaling Resistance (ASTM C 672)	
50 cycles	No scaling
Sulfate Resistance – (Product tested to ASTM C 1012)	
6 mo expansion	0.027%
12 mo expansion	0.029%
Acid Resistance (ASTM C 267)	
Mass loss (84 days)	Negligible (retained 99.8% mass)
Setting Time (ASTM C 266)	
Initial Final	3:25 hrs:min 5:00 hrs:min
Note: Testing completed @ 14% water content of the mass of the dry ingredients @ 6% air content.	
¹ Results may differ based on statistical variability and site conditions. Recommended minimum specified strength for field conditions are: Compressive Strength: > 6,500 psi (45 MPa) and Bond Strength: > 130 psi (0.9 MPa).	

- b. Fast-setting, hydraulic cement compound for concrete patching and repair enhanced with crystalline waterproofing technology.

Table 2
Test Data

Physical Property		Test Method		Laboratory Test Results	
Setting Time		ASTM C266		min:sec	
Initial Set Final Set				1:30 to 4:00 4:30 to 9:00	
Compressive Strength		ASTM C109		psi	MPa
@ 24 hours				1740	12
@ 28 days				3630	25
Tensile Bond Pull-Off		CSA A23.2-6B		psi	MPa
				120	0.8
Note: Samples prepared with 1 part water to 3.25 part dry powder by volume. Results may vary significantly based on environmental, project and other conditions.					

3. Non-Water containing structure for vertical and overhead repairs.
- a. Non-sag concrete repair mortar with integral corrosion inhibitor for vertical and overhead applications.

Table 3

Technical Information			
Compressive Strength	1 day	2,150psi (14.8MPa)	(ASTM C 109, modified*)
	7 days	5,600psi (38.6MPa)	
	28 days	6,750psi (46.5MPa)	
	* At 50% relative humidity		
Flexural Strength	1 day	500psi (3.4MPa)	(ASTM C 348, modified*)
	7 days	800psi (5.5MPa)	
	28 days	1,110psi (7.7MPa)	
Splitting tensile strength	1 day	310psi (2.1MPa)	(ASTM C 496, modified* (wetcure))
	7 days	560psi (3.9MPa)	
	28 days	610psi (4.2MPa)	
Shear Strength	Bond Strength		(ASTM C 882, modified*(mortar scrubbed into substrate))
	1 day	900psi (6.2MPa)	
	7 days	1,900psi (13.1MPa)	
	28 days	2,450psi (16.9MPa)	
Modulus of elasticity in shear	5.6 x 105psi (3,861MPa)		(ASTM C 215)
Expansion	1 day	+0.019% in/in wet cure –0.026% in/in dry cure*	(ASTM C 157)
	7 days	+0.028% in/in wet cure –0.11% in/in dry cure*	
	28 days	+0.034% in/in wet cure –0.15% in/in dry cure*	
Coefficient of Thermal Expansion	Linear coefficient of thermal expansion 5.3 × 10–6in/in/° F		(ASTM C 531)
Water Absorption	4% at 28 days		(ASTM C 642)
Rapid Chloride Permeability	Very low range, coulombs		(AASHTO T-277 (According to ASTM C 1202, table 1))
Freeze-Thaw Stability	98.8% RDM		(ASTM C 666 A)
Freeze Thaw De-Icing Salt Resistance	Scaling Resistance 0.0 lbs/ft² (0.0 kg/m²) No Scaling at 50 cycles		(ASTM C 672)
Application Information			
Coverage	0.43 ft³ per 43 lb bag (0.012 m³ per 19.5 kg bag)		
Thinner	Working Time 20-30 min at 70° F (21° C)		

4. Non-Water containing structure for horizontal repairs
 - a. Rapid-setting cement-based concrete repair mortar with extended working time.

Table 4

Technical Information		
Compressive Strength	2" cubes 3 hrs: 3,000psi (21MPa) 1 day: 4,000psi (28MPa) 28 days: 8,000psi (55MPa) 3 by 6" cylinders 28 days: 7,400psi (51MPa)	(ASTM C 109)
Modulus of Elasticity in Compression	4.6 x 10 ⁶ psi (32GPa)	(ASTM C 469)
Flexural Strength	1 day: 700psi (5MPa) 28 days: 850psi (6MPa)	(ASTM C 348)
Splitting tensile strength	1 day: 400psi (3MPa) 28 days: 450psi (3MPa)	(ASTM C 496)
Shear Strength	Slant shear bond strength 1 day: 2,300psi (16MPa) 28 days: 2,600psi (18MPa)	(ASTM C 882, modified) No bonding agent was used; mortar was scrubbed into the substrate.
Shrinkage	Drying shrinkage: -0.05% (-500µstrain)	(ASTM C 928)
Expansion	Wetting expansion: +0.03% (+300µstrain)	(ASTM C 928)
Coefficient of Thermal Expansion	6.8 x 10 ⁻⁶ in/in/°F (12.6 x 10 ⁻⁶ cm/cm/°C)	(CRD C 39)
Rapid Chloride Permeability	<300 coulombs	(ASTM C 1202)
Freeze-Thaw Stability	100% RDM at 300 cycles	(ASTM C 666, Procedure A)
Freeze Thaw De-Icing Salt Resistance	Scaling resistance 0 rating(no scaling) at 25 cycles	(ASTM C 672)
Design Considerations	Dust reduction SikaEmaco®-1061 vs. Control: 75%	(DIN 55992-2)
Application Information		
Fresh mortar density	130lb/ft ³ (2,082kg/m ³)	(ASTM C 138)
Coverage	0.43 ft ³ (0.012 m ³) per 50 lbs (22.6 kgs) • When Extended 50%: 0.57 ft ³ (0.016 m ³) • When Extended 100%: 0.77 ft ³ (0.022 m ³)	
Pot Life	Working time: 25 min	
Set Time	50 min at 72°F (22 °C)	(ASTM C 191)
Final Set Time	80 min at 72°F (22 °C)	(ASTM C 191)

I. Joint Filler: ASTM D1752, Type III.

1. Granulated cork particles, specially treated, dehydrated, and compressed to enable expansion in presence of moisture.

J. EVA Joint Filler:

1. The joint material shall be a preformed, resilient and nonextrudable material, produced as an impermeable closed-cell, cross-linked, ethylene vinyl acetate, low density polyethylene copolymer, nitrogen blown material which is weather and wear resistant. The joint material shall be installed in strict accordance to the manufacturer's recommendations, including joint preparation, dimensions, bonding agents and joint installation.
2. Standard Physical Properties

Table 5

Seal Profile - Wabo®Evazote UV profile is a joint seal that consists of an impermeable closed cell, crosslinked ethylene vinyl acetate, low density polyethylene copolymer nitrogen blown resilient and non-extrudable foam material with a UV stabilizer		
Physical Properties	ASTM Test Method	Requirements
Elongation at Break	D 3575	255% +/- 25%
Tensile Strength	D 3575	115 psi+/- 21
Compression Recovery	T42 *	87% +/- 3%
Compression Set	D 3575 ** T42 ***	10% 9%
Weathering/Deterioration	D 3575	No deterioration
Tear Resistance	D 624	15 lbs/in +/- 20%
Density	D 3575	2.7- 3.2
Water Absorption	D 3575	0.02 lbs/ ft3
Specimen Extrusion	D 3575 ****	<0.25" (free side)
* - 50% compression for 22hrs at 73°F, 1/2 hr recovery ** - 50% compression for 22hrs at 73°F, 2 hr recovery *** - 50% compression for 22 hrs at 73°F, 24 hr recovery **** - 60% compression of original thickness with 3 retained sides		

Adhesive - Wabo®FoamSeal Bonder is a 100% solids, two component moisture insensitive modified epoxy adhesive which meets ASTM C-881 Type I and II Grade 2 Class B&C.			
Physical Properties	Part A	Part B	Mixed
Color	White	Carmel	Beige
Shelf Life	2 yrs	2 yrs	N/A
Mixing ratio (vol:vol)	3 parts	1 part	3:1
Specific Gravity	1.47	1.15	N/A
Density	12.2 lbs/gal	9.6 lbs/gal	N/A
Viscosity	22,000 cps	33,000 cps	26,000 cps
Pot Life	N/A	N/A	32-36 minutes
Initial Set (@77°F)	N/A	N/A	1.5-2 hours
Initial Cure (@77°F)	N/A	N/A	8-12 hours
Full Cure (@77°F)	N/A	N/A	7 days

K. Waterstops: (see plans for application of different types)

1. Waterstop Coil - 1" X 3/4" flexible strip of bentonite waterproofing compound, unless otherwise noted on Plans or recommended by manufacturers according to the wall thickness.

- a. Standard Physical Properties

Table 6

Typical Properties		
Property	Test Method	Value
Hydrostatic Head Resistance	Independent Test	70 m (231 Ft.)
Wet / Dry Cycling (25 Cycles @ 231 ft)	Independent Test	No Effect
Adhesion to Concrete Using CETSEAL	Independent Test	Excellent

- b. Install in strict accordance with manufacturer's recommendations, including hydrating all in place material with potable water prior to exposure with wastewater.

2. Extruded Polyvinyl Chloride (PVC).

- a. Construction Joints, unless otherwise noted on Plans

- 1) At least 6" wide X 3/8" thick with longitudinal ribs and hollow centerbulb. Split-fin waterstops may be used for vertical wall joints. Smaller widths, as shown on the Plans, may be required for special conditions.

- b. Expansion Joints, unless otherwise noted on Plans

- 1) At least 9" wide X 3/8" thick, unless otherwise shown, with a 3/4" ID hollow centerbulb.

- c. Provide all waterstop corner joints and tee joints in prefabricated assemblies. Only field joints shall be splice butt welds using a controlled indirect heating element per manufacturer's instructions.

- d. Installed per manufacturer's recommendations.

- e. Standard Physical Properties

Table 7

Technical Information		
Shore A Hardness	79 +/- 3	(ASTM D2240)
Tensile Strength	2000 psi min.	(ASTM D638)
Elongation	350%	(ASTM D638)
Tear Strength	300 lb/in min	(ASTM D624)
Ambient Air Temperature	Low Temperature Brittleness Passes at -35°F (-37°C)	(ASTM D746)

L. Precompressed Expanding Sealant

1. Pre-compressed, self-expanding open micro-cell polyurethane foam impregnated with a hydrophobic, acrylic polymer sealing compound coated with a factory-applied silicone sealant.
2. Engineered to perform in horizontal applications subject to solvents and fuels.
3. Joint sealant shall be installed per manufacturer's recommendations.
4. Standard Physical Properties:

Table 8

Physical Properties	Test Methods	Requirements
Impregnation	Not Applicable	Proprietary Modified Acrylic
Base Foam	Not Applicable	Open Cell Polyurethane Foam
Weatherometer	ASTM C793, ASTM G155	Xenon Arc Weatherometer 3000 hrs – No visible deterioration
Temperature Service Range	ASTM C711	-40 to 185 °F (-40 to 85 °C)
Temperature Stability, Bleeding, Staining, and Recovery Under Field Conditions	Material will not bleed or stain after withstanding up to 185°F (85°C) down to -40°F (-40°C) for 3 hours while compressed down to -50% of nominal material size. The material will self- expand to +50% of nominal material size with 24 hours.	
Tensile Strength	ASTM D3574	16.6 psi min; 116 kPa
Thermal Conductivity	ASTM C518	R-Value = 6
Cycling Movement	ASTM E1399	Meets the requirements @ +/-50%
UV Resistant	DIN 18542	Pass

2.03 Proportioning Concrete Mixes

- A. Prepare design mixes for each type and strength of concrete by either laboratory trial batch or field experience methods as specified in ACI 301. If trial batch method is used, use an independent testing facility for preparing and reporting proposed mix designs. The testing facility shall not be the same as used for field quality control testing.
- B. Establish concrete proportions to produce homogeneous, durable mixes with the required average strength based on the appropriate amount of overdesign as required by Section 5.3 of ACI 318.
- C. Proportion concrete mixes to provide workability and consistency to permit concrete to be worked readily into the corners and angles of the forms and around reinforcement by the methods of placement and consolidation to be employed, without segregation or excessive bleeding.
- D. Include a water-reducing or high range water-reducing admixture, used in strict accordance with manufacturer's instructions, in all mix designs. Specified minimum cement contents are based on the use of such admixtures.

- E. Include an air-entraining admixture in mix designs for all concrete exposed to wastewater, or freezing and thawing during service and for all concrete exposed to cold weather, as defined in Article 3.11, during construction, before attaining its specified compressive strength.
- F. Base mix design on saturated surface dry aggregates. Adjust the amount of mixing water added at the batch plant for the moisture condition of the aggregates.
- G. Flyash may be used as a cement substitute with a maximum 20 percent substitution rate on a pound for pound basis.
- H. Water Soluble Chloride Ion Content:
 - 1. Maximum percent in concrete by weight of cement:
 - a. Prestressed or post-tensioned concrete - 0.06
 - b. Reinforced concrete retaining water - 0.10.
 - c. Reinforced concrete exposed to earth or weather - 0.15
 - d. Other reinforced concrete construction - 0.30
 - 2. Conduct tests for each class of concrete to verify compliance with the above requirements. Test samples of the hardened concrete for water soluble chloride ion content at an age of 28 to 42 days using the test procedure contained in AASHTO, method T-260.
- I. Slump:
 - 1. Mixes containing high range water-reducing admixture: 5 to 8 inches.
 - 2. Mixes containing water-reducing admixture: 5 inches maximum.
- J. Concrete Mix Classes:
 - 1. Class A Concrete (building footings):
 - a. Compressive strength at 28 days: 3000 psi.
 - b. Minimum cement content: 423 lb/cu yd.
 - c. Maximum water-cement ratio: 0.58.
 - d. Air content: Optional
 - 2. Class B & C Concrete (building foundation walls, interior: building columns, beams, supported slabs, walls, slabs-on-grade):
 - a. Compressive strength at 28 days: 4000 psi.
 - b. Minimum cement content: 517 lb/cu yd.
 - c. Maximum water-cement ratio: 0.48.
 - d. Air content: Optional
 - e. High range water-reducing admixture as required to properly place the concrete.

- 3. Class D & E concrete (exterior: retaining walls, tank structural slabs, columns, beams, walls, slabs-on-grade, stoops, curbs and sidewalks exposed to de-icers):
 - a. Compressive strength at 28 days: 4500 psi.
 - b. Minimum cement content: 611 lb/cu yd.
 - c. Maximum water-cement ratio: 0.40.
 - d. Air content: 6 ± 1 percent.
 - e. High range water-reducing admixture as required to properly place the concrete.
- K. Submit written reports to Engineer of record of each proposed mix for each class of concrete at least 15 days prior to start of work. Do not begin concrete production until mixes have been reviewed.
- L. Adjustment to Concrete Mixes: Mix design adjustment may be requested by Contractor when characteristics of materials, job conditions, weather, test results, or other circumstances warrant; at no additional cost to Owner and as accepted by Engineer of record. Laboratory test data for revised mix design and strength results must be submitted to and accepted before using in work.

2.04 Batching And Mixing

- A. Batch and mix concrete in accordance with ASTM C94.
- B. Mix concrete until there is a uniform distribution of materials.

PART 3 EXECUTION

3.01 Preparation

- A. Install all items to be embedded in concrete. Position accurately and secure against displacement.
 - 1. Do not embed aluminum items in concrete.
- B. Remove all wood scraps, ice, snow, frost, standing water and debris from areas in which concrete will be placed.
- C. Before fresh concrete is placed against hardened concrete, retighten forms and suitably clean and moisten the surface of the hardened concrete for bond to the fresh concrete.
- D. Thoroughly moisten subgrade on which concrete is to be placed. Do not place concrete on frozen subgrade.
- E. Thoroughly clean all conveying and handling equipment.

3.02 Surface Conditions

- A. Before concrete is placed, inspect the installed work of this and other Sections and verify that all such work is complete.
- B. Verify that concrete can be placed to the required lines and elevations with required cover for reinforcement.
- C. Prevent groupings of conduits, pipes and sleeves in concrete that would significantly impair the strength of the concrete. See General Structural Notes for additional requirements.
- D. Notify the Engineer of record when concrete placement is planned. Allow sufficient time for review of formwork, reinforcement and embedded items, and for any required corrective work.

3.03 Placing

- A. Addition of water to the concrete during transport or at the site is strictly prohibited.
- B. Convey concrete by methods and equipment capable of supplying concrete from mixer to place of final deposit without segregation and such that detectable setting of concrete does not occur before adjacent concrete is placed.
- C. Use pumping equipment with sufficient design and pumping capacity to ensure a practically continuous flow of concrete at the point of discharge without segregation.
 - 1. Do not add water or alter the mix design in any way to facilitate pumping.
 - 2. Pumping concrete through aluminum pipe is prohibited.
- D. Limit vertical drop of concrete to 3 feet unless appropriate equipment is used to prevent segregation.
- E. Do not bear concrete conveying equipment on fresh concrete or reinforcement.
- F. After concrete placing has started, provide continuous operation until placement of the section is complete. Do not place a greater section at one time than can be properly finished.
- G. Deposit concrete as nearly as practicable to its final position to avoid segregation due to rehandling or flowing.
- H. Place concrete at a rate such that the concrete is at all times plastic and flows readily between reinforcement and into corners of forms without segregation.
- I. Place concrete in all slabs, mats, and beams for the full depth of the member at one time in such a way as to prevent a horizontal cold joint from occurring.

- J. All concrete shall be discharged into the structure within 90 minutes after batching per ASTM C94.
- K. Do not place concrete that has partially hardened, been retempered or contaminated by foreign materials.

3.04 Consolidation

- A. Thoroughly consolidate all concrete with high frequency vibrators, working the concrete thoroughly around reinforcement and embedded items and into corners of forms.
- B. Use a sufficient number of vibrators, of appropriate size and type, to provide complete vibration throughout the concrete at the same rate it is placed.
 - 1. Provide at least one spare vibrator at the site for use in case of breakdown.
- C. Provide properly spaced vibration of duration sufficient to produce complete consolidation, but not long enough to cause segregation. Continue vibration until mortar just begins to puddle at the surface. Remove any excess free water that collects on the surface.
- D. Do not use vibrators to transport concrete within forms.
- E. Supplement internal vibration with manual consolidation methods and external form vibration as required to produce concrete free of voids, honeycomb and rough surfaces.
 - 1. Vibrate forms in such a way as to avoid form displacement.

3.05 Finishing Slabs

- A. Tolerances: Finish level slabs on grade to a true plane with a tolerance of 1/4 inch in 10 feet as determined by a 10 foot straightedge placed anywhere on the slab in any direction. Finish supported and sloped slabs with comparable precision unless otherwise specified.
- B. Screeding:
 - 1. Immediately after placing, strike off excess concrete with a straightedge to bring the top surface to proper grade, aligning it to the contours of screeds.
 - 2. Screed off edge forms, intermediate screed strips or pipe set accurately and firmly to the required elevations and contours for the finished surface.
 - 3. Move straightedge across the concrete surface with a sawing motion, advancing forward a short distance with each movement. There should be a surplus of concrete against the front face of the straightedge to fill in low areas as the straightedge passes over the surface.

4. Complete screeding before any excess moisture or bleeding water is present on the surface.
- C. **Bull Floating:**
1. Immediately after screeding, bull float the concrete surface, eliminating high and low spots, smoothing the surface and embedding the coarse aggregate.
 2. Avoid overworking the concrete. Do not close up or seal the surface of the concrete.
 3. Complete bull floating before any excess moisture or bleeding water is present on the surface.
- D. **Floating:**
1. Begin floating operations when bleeding water has disappeared or been removed from the surface and when the surface has stiffened sufficiently to support the operation.
 - a. Do not use dry cement and sand to take up bleeding water.
 2. Hand or power float the concrete surface, removing slight imperfections and producing a relatively even and true surface with a uniform, sandy texture prepared for final finishing.
 3. Avoid overworking the concrete. Do not close up or seal the surface of the concrete.
- E. **Final Finishing:**
1. Hard Trowel Finish: All slabs unless otherwise specified.
 - a. Immediately after floating, use power trowel for first trowelling to produce a smooth surface relatively free of defects.
 - b. Use tilted hand trowel and heavy pressure for final trowelling after concrete has become hard enough to produce a ringing sound as the trowel is moved over the surface. Produce a smooth, hard, dense surface, uniform in texture and appearance and free of defects.
 - c. Use hand trowelling in areas inaccessible to power trowelling and for final trowelling of concrete slabs with exposed finishes.
 2. Broom Finish: Slip-resistant surfaces.
 - a. Immediately after floating, draw a broom across the concrete surface transversely to the main direction of traffic, producing a coarse, scored, slip-resistant texture.

3. Rough Swirl Finish: Parking surfaces.
 - a. Modify the floating operation described in Paragraph 3.05D: Hand or power float the concrete surface, removing slight imperfections and producing a roughened surface with approximately 1/16 inch roughness amplitude.
 - b. Avoid overworking the concrete.
 - c. Finishing must not begin until any bleed water has disappeared.
 - d. Do not add water to concrete surface during the finishing operation.

3.06 Finishing Formed Surfaces

- A. Rough Form Finish: All formed concrete surfaces not exposed to public view.
 1. After being cleaned and thoroughly dampened, fill tie holes solid with patching mortar matching the color of the surrounding concrete.
 2. Patch defective areas in accordance with Article 3.07.
 3. Chip or rub off fins and projections exceeding 1/4 inch in height.
- B. Smooth Form Finish: All formed concrete surfaces exposed to public view.
 1. After being cleaned and thoroughly dampened, fill tie holes solid with patching mortar matching the color of the surrounding concrete.
 2. Patch defective areas in accordance with Article 3.07.
 3. Completely remove all fins and projections.
 4. Apply grout cleandown treatment to surface areas with light honey-combing and air holes, completely filling all voids. Match grout color with that of the surrounding concrete.
- C. Smooth Rubbed Finish: Formed concrete surfaces exposed to public view as specified.
 1. Follow smooth form finish described in Paragraph 3.06B (1, 2 and 3).
 2. Perform no later than one day after form removal.
 3. Moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture.
 4. Do not use cement grout other than the cement paste drawing from the concrete rubbing process.

- D. Finish concrete in accordance with the following schedule, unless specifically excepted.

<u>SURFACE</u>	<u>FINISH</u>
All exposed vertical surfaces from 8 inches below grade or <u>minimum</u> operating level	Smooth rubbed finish
Floor slabs of tanks and channel floors	Smooth floated finish
Floor slabs of tanks or channel floors which will receive leveling grout	Broomed finish
Interior building floors	Steel trowel finish w/Sealer
Leveling grout for tank slabs and channel floors	Screeded with steel trowel finish
Exterior horizontal traveled surfaces	Broomed finish
Exposed exterior horizontal surfaces except as listed above	Smooth rubbed finish

- E. Cement based or acrylic polymer compounds will be considered as an alternative to rubbing. Preparation and application shall meet the requirements of cement based and acrylic polymer compound manufacturers.

3.07 Repair Of Defective Areas

- A. Remove honeycombed and other defective concrete, exposing sound concrete. Cut and chip edges straight and perpendicular to the surface or slightly undercut. Feathered edges are not permitted.
- B. Dampen areas to be patched and surrounding areas. Patch with patching mortar or patching material.
1. Patching with patching mortar:
 - a. After surface water has evaporated from the area to be patched, brush an epoxy bonding adhesive onto the surface.
 - b. When the bonding coat begins to lose surface water, apply a patching mortar (1 part cement to 2½ parts sand with minimum mixing water required for handling and placing), matching the color of the surrounding concrete, to the surface.

2. Patching with patching material:
 - a. After surface water has evaporated from the area to be patched, apply patching material to the surface.
 - b. Apply patching material in accordance with manufacturer's instructions.
- C. Thoroughly consolidate patching mortar or patching material into place and strike off so as to leave the patched area slightly higher than the surrounding surface.
- D. To allow initial shrinkage, leave the patched area undisturbed for at least one hour. After initial shrinkage has occurred, strike off with a straightedge spanning the patched area and finish to match the surrounding surface.
- E. Apply curing to the patched surface as soon as possible and maintain for a minimum of 2 days.

3.08 Curing

- A. Maintain all concrete in a moist condition for at least 5 days at temperatures above 70 F and at least 7 days at temperatures above 50 F.
- B. Curing Slabs: Curing Compounds or moisture retention covers (wet cure). Wet cure all slabs receiving tile floor covering.
 1. Apply curing compounds to the concrete surface, immediately after final finishing of the concrete, in accordance with manufacturer's instructions.
 2. Place moisture retention covers on the concrete surface immediately after final finishing of the concrete. Lap edges 6 inches and seal, creating a moisture barrier that must remain intact for the duration of the curing period.
- C. Curing Formed Surfaces:
 1. Formed surfaces may be cured by leaving forms in place. During hot, dry weather, keep forms moist by sprinkling.
 2. When forms are removed before the end of the curing period, apply curing compound to walls and columns.

3.09 Joints

- A. Construction Joints:
 1. Locate construction joints so as not to impair the strength of the structure, unless otherwise noted on Plans. General Contractor shall submit a construction joint (CJ) and contraction Joint (CT) location plan to the structural engineer for review prior to Concrete placement.
 2. Continue all reinforcement across construction joints, unless otherwise noted on Plans.

3. Provide keys in all vertical construction joint surfaces.
 4. Thoroughly clean the concrete surface at construction joints and remove all laitance before placing adjoining concrete.
 5. In slabs on grade with control joints, locate construction joints at control joint locations.
- B. Slab on Grade Contraction Joints:
1. Sawcut Contraction Joints: Sawcut joints as soon as possible after the concrete hardens. The concrete is hard enough when the blade does not dislodge aggregate and when the edges of the cut do not ravel. Complete saw-cutting before shrinkage stresses become sufficient to produce cracking. Sawcut joints in straight lines to avoid unsightly joints.
 2. Hand-Tooled Contraction Joints: Tool joints with hand groovers in straight lines to avoid unsightly joints.

3.10 Hot Weather Concreting

- A. Follow the provisions of this Article and ACI 305 when the rate of evaporation of surface moisture from the concrete exceeds 0.18 lb/sq ft/hr (Figure 2.15, ACI 305).
- B. Control concrete setting time with the use of retarding admixtures or water-reducing & retarding admixtures as required to facilitate placing and finishing operations.
- C. Before placing concrete, spray the subgrade, forms and reinforcement with water to keep them cool and to prevent absorption of water from the concrete.
- D. Transport, place and finish concrete as quickly as practicable. Plan concrete delivery, placing techniques and consolidation methods to avoid cold joints.
- E. Maximum temperature of concrete during placing: 90 F.
- F. Apply evaporation retardant to the surface of the fresh concrete after screeding and as needed during finishing.
- G. Take additional precautions as necessary to prevent plastic shrinkage cracking.
- H. Start curing the concrete immediately after finishing operations have been completed.

3.11 Cold Weather Concreting

- A. Follow the provisions of this Article and ACI 306 when the average daily temperature (average of the highest and lowest temperature during the period from midnight to midnight) is less than 40 F.

- B. Control concrete setting time with the use of accelerating admixtures and water-reducing accelerating admixtures as required to facilitate placing and finishing operations.
 - 1. Do not use calcium chloride as an accelerating admixture.
- C. Temperature of concrete during placing: 55 F to 75 F.
- D. Provide heated enclosures or insulation to maintain the temperature at the concrete surface between 55 F and 75 F for a minimum of 7 days or until the concrete reaches its specified compressive strength.
 - 1. Construct weathertight enclosures, allowing the heated air to circulate around the outer edges of the concrete.
 - 2. Provide a sufficient number of heaters vented to the exterior to assure an even temperature within the enclosure and prevent dusting due to carbonation.
 - 3. Add moisture to the heated air as required to maintain a minimum relative humidity of 40 percent within the enclosure. Do not allow any concrete surface to become dry during the protection period.
 - 4. Maintain enclosures for 24 hours after heating has been discontinued to allow the concrete to cool gradually.
 - 5. Lap insulating materials and cover the edges and corners of the concrete to provide complete and adequate protection.
 - 6. Wrap columns and walls with insulated blankets.
 - 7. Monitor the temperature of the concrete surface regularly with suitable thermometers throughout the protection period.
- E. Provide insulation or temporary backfill to protect all earth supported concrete from damage due to frost heaving.

3.12 Protection

- A. Protect all finished concrete surfaces from damage by construction equipment, materials or methods and by rain or running water.
- B. Do not load self-supporting members in such a way as to overstress the concrete.

3.13 Field Quality Control

- A. Testing Laboratory: Conduct testing and write reports as outlined in this Article per the requirements in the General Conditions.

B. Strength Tests:

1. During the progress of the work, take samples of concrete for strength tests in accordance with ASTM C172.
2. Make and cure a minimum of 4 cylinders in accordance with ASTM C31 for each of the following:
 - a. Individual pours utilizing separate batches of concrete.
 - b. Each 50 cubic yards of concrete.
 - c. Each 3000 square feet of surface area for slabs and walls.
 - d. Each class of concrete placed in a day's work.
3. Test each group of 4 cylinders in accordance with ASTM C39 as follows:
 - a. Two field cured cylinders to be tested at 7 days or just before anticipated time of form removal.
 - b. Two laboratory cured cylinders to be tested at 28 days.
4. A strength test is the average of the strengths of two cylinders made from the same sample of concrete and tested at 28 days.
5. The strength level of an individual class of concrete will be considered satisfactory if both of the following requirements are met:
 - a. Average of all sets of three consecutive strength tests equal or exceed the specified compressive strength.
 - b. No individual strength test (average of two cylinders) falls below the specified compressive strength by more than 500 psi.
6. If the strength level of an individual class of concrete is found to be unsatisfactory, conduct core testing in accordance with ASTM C42, impactometer testing or load testing on the area of concrete in question as required by the Engineer of record. If such additional testing does not produce acceptable results, corrective measures will be required to ensure structural adequacy.
 - a. Make appropriate adjustments to the concrete mix designs as required.

C. Slump Tests:

1. Make one slump test in accordance with ASTM C143 with each group of 4 cylinders.
2. When concrete is pumped, make the slump test at the point of discharge.
3. Keep a slump cone available at the site for additional testing as required.

- D. Air Content Tests: Make one air content test in accordance with ASTM C173 or ASTM C231 with each group of 4 cylinders for air-entrained concrete mixes at point of discharge.
- E. Air-dry Density Tests:
 - 1. Make one air-dry density test in accordance with ASTM C567 for each group of 4 cylinders.
- F. Rejection of Concrete:
 - 1. Any concrete that does not meet the specified requirements for air-entrainment, concrete temperature, or slump shall not be placed until corrective measures have been taken, and the concrete has been re-tested to indicate compliance.
 - 2. The testing laboratory shall be responsible to furnish all testing data immediately to the Engineer of record. If tests fail to meet the specifications, the material shall be retested.
- G. Field Quality Control Test Reports:
 - 1. Include the following information in test reports:
 - a. Project identification and portion of structure represented.
 - b. Concrete mix class and specified compressive strength requirements.
 - c. Weather conditions and air temperature.
 - d. Concrete temperature, slump and air content test results.
 - e. Dates of placing and testing.
 - f. Method of curing (field or laboratory).
 - g. Strength test results.
 - h. Technician: name, certification number with expiration date.

3.14 Watertight Concrete

- A. When the concrete has attained sufficient strength and before the basins, tank, etc., which hold water, are placed in service, they shall be filled with water and tested for watertightness. Any imperfections, leaks or combination of leaks which cause the surface of the water to drop more than one-quarter (1/4) inch in twenty-four (24) hours shall be satisfactorily repaired. Any visible leaks shall be made watertight.

The Contractor shall make concrete in all structures watertight. Any cracks or imperfections developing at any point in the work shall be thoroughly repaired in a manner satisfactory to the Engineer of record. The Contractor shall take extraordinary precautions to prevent the possibility of water leakage along construction joints. All special treatment of the concrete and joints necessary to fulfill the specifications for water tightness shall be at the Contractor's expense.

3.15 Pipe Piers, Pump And Equipment Bases

- A. All concrete pipe piers, pump bases and equipment bases shall be constructed as a part of the concrete work. All pump and equipment bases or pads shall be securely anchored to the floor by means of the reinforcing steel dowels if the pads are poured separate from the floor. Special care shall be taken to accomplish a presentable finish on the pump and equipment bases, the surface of which shall be rubbed as specified under the heading of "Smooth Rubbed Finish". An approved nonshrinking grout shall be used for filling solid the void spaces between the bottoms of pump or equipment bases and the tops of the concrete pads.

SECTION 00

GENERAL REQUIREMENTS

PART 1 GENERAL

1.01 CDC Guidelines

- A. All contractors must follow the CDC Guidelines, as well as Indiana Governor's Emergency Executive Order as applicable at time of bidding project.

1.02 Description of Work

- A. Under this Contract, the Contractor shall provide the labor, tools, equipment and material necessary to construct the improvements complete with all equipment in place and operating in accordance with the intent of the Drawings, Detailed Specifications, and the Workmanship and Materials Specifications. All work, equipment and materials as described in the Contract Documents, as illustrated on the drawings, and as outlined in the specifications shall be provided under this contract.

1.03 Precedence of Specifications and Drawings

- A. Whenever conditions as set forth in any of the Specifications or Drawings conflict with conditions of other sections of the Specifications or Drawings, the following order of precedence shall apply:
 - 1. Detailed Specifications
 - 2. Workmanship and Material Specifications
 - 3. Drawings *
 - 4. AML Standard Specifications

* Figure dimensions on project specific drawings shall prevail over general drawings.

1.04 Bid

- A. The Base Bid shall include all work and requirements indicated by the Bidding Documents. See Section 102 of the AML Standard Specifications.
- B. Builder's Risk Insurance requirements as specified in the General Conditions (11.2.1) are waived for this project.
- C. Remediation Allowance is included with this specification and contains information which will directly affect the amount of the Contractor's bid. The amount of the Remediation Allowance must be added to the Contractor's determined cost for performing the work, and included in the bid price for the project. **If any portion of the Remediation Allowance is not used during the project, that portion will revert to the Owner and will not be included in the Contractor's final payment.**

1.05 Measurement and Payment

- A. See Section 109 of the AML Standard Specifications.
- B. The unit or lump sum prices stated in the Contract for the respective Items shall be payment in full for the completion of all work specified and described to be included in the respective Items, complete and ready for use and operation, including testing (if required), as shown on the plans and as specified.
- C. Costs for items not specified herein, or necessary for completion of work shall be included in the bid costs for items listed on the Bid Schedule. No additional payment will be made for items not specifically listed on the Bid Schedule.
- D. Two (2) mobilizations are anticipated for this project. Mobilizations will be paid individually.
 - 1. See Section 110 of the AML Standard Specifications for General Contractor Mobilization and Demobilization.
 - 2. An additional Mobilization and Demobilization line item is included for the cutoff wall portion of the project. This is a lump sum amount that will only be paid once. This additional Mobilization and Demobilization is NOT included in the 8% limit of the original total contract price.

1.06 Pre-Construction Audio-Video Survey (Above Ground)

- A. Engineer and Designer shall be notified a minimum of 48 hours prior to scheduled Pre-Construction Audio-Video Survey.
- B. Prior to construction, the Contractor shall video/audio record the construction area to document its condition. The purpose is to establish conditions prior to construction. The entire construction area and any contiguous areas which may be adversely affected by construction activities shall be video recorded with digital video camera capable of producing a 'HD quality' resolution of 1920 x 1080 resolution. The area documented shall include areas the Contractor anticipates local project related trucking traffic may create damage that requires documentation of existing conditions. The contractor shall thoroughly document the condition of all existing roads, signs, driveways, culverts, structures, grounds and/or any other items which could be damaged during construction.
- C. The product shall be high quality audio and video recorded on digital video disc (DVD) or flash drive. The video portion shall present bright, sharp, clear pictures with accurate colors. The picture shall be free from distortion or other picture imperfection. The audio portion shall be of proper volume and clarity. The audio commentary shall be precise with concise explanatory notes.
- D. The audio part of the video shall provide a precise and concise summary. An audio summary shall be provided at the beginning of each video, at each street, and at intervals of not more than 100 lineal feet. Audio summary shall include video number, job title, job location, positional location, date and time, weather and any other notable condition.

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- E. The Contractor shall provide the Owner and Engineer each with a copy of the recordings prior to mobilizing to the construction site. Any recordings not conforming to the specifications may be rejected with re-recording to be done at no additional cost to the Owner. Each video shall be properly labeled. An index shall be provided describing the contents of each video.
- F. The recording or photographing shall be completed prior to the start of construction and the placement of any construction materials or equipment on the proposed site. However, taping shall not precede the start of construction by more than one month.

1.07 Operation During Construction

- A. Prior to commencing work, Contractor shall stake-out locations of new facilities for Owner's examination.
- B. Construction of the Improvements shall not inhibit the operation of the existing facilities at any point during construction activities. Access must be maintained for the Owner's staff. A proposed schedule for the construction work shall be submitted and approved prior to implementing any onsite activities. The Contractor is responsible for providing any and all temporary equipment, pumps, piping, electrical power, water, telephone service, internet service, portable toilets, manpower, etc. at their own expense.
- C. The Contractor shall prevent spills, discharges, or soil erosion runoff to area lakes, streams, and drains. This shall include control of silt entry into waterbodies from erosion from the construction sites. The Contractor shall comply with all local, state, and federal agency requirements relative to the control of erosion during and immediately following construction and containment of siltation in adjacent streams and ditches. Any in-stream silt traps shall be installed and maintained by the Contractor.

1.08 Site Visits Prior to Mobilization

- A. Coordinate and provide advance notice of any site visits prior to Bidding, Award of Contract, or Mobilization for Construction with the Engineer.

1.09 Quality Assurance

- A. Codes. Perform all work in compliance with all federal, state and local codes, rules, regulations and ordinances in which the work is constructed.
- B. Standards. All materials used shall be new, of high grade, and with properties best suited to the working environment. Materials and workmanship shall be in accordance with applicable standards.
- C. Regulatory Agencies. Perform all work in compliance with the requirements of the applicable regulatory agencies.

- D. It shall be noted that only **ONE (1) CERTIFICATE OF SUBSTANTIAL COMPLETION** will be issued.
- E. The warranty period shall be 1 year and begin with final approval of all work associated with the project (**i.e., upon the issuance of the Certificate of Substantial Completion**).
- F. The Contractor shall be responsible for the removal and lawful disposal of all materials, debris, grit, sludge, etc. resulting from or required due to construction activities. The Contractor shall be responsible for obtaining all necessary permits (if applicable) prior to removing any materials. Removed materials having to be temporarily stockpiled shall be located away from drainage ways and depressional areas to prevent contamination. The material shall be covered prior to any precipitation or if odors develop.
- G. All removed/demolished items shall become the property of the Contractor except as noted otherwise on the plans and in the Detailed Specifications.

PART 2 SITE CONDITIONS

2.01 Sub-Surface Conditions

- A. A soil investigation was conducted at the proposed construction site, and the results of the investigation are included in Appendix A of these Detailed Specifications. Soil Reports have been provided for informational purposes only and do not relieve the Contractor of his responsibility to completely acquaint himself with the conditions as they exist prior to the bid opening.
- B. The Soil Boring Logs are not presented as representative samples for the entire job. The Soil Boring Logs are samples only for the specific location of the soil boring itself. If the bidder desires additional soils information for the preparation of his Bid, he shall obtain this information at his own expense and coordinate with the engineer. The information given in these logs applies only to conditions encountered at the indicated locations and to the depths shown. The Contractor shall examine the site personally and make such additional investigations as he may deem necessary for estimating costs, planning and execution of the work.

2.02 Vegetation to be Removed

- A. All pre-cut and damaged roots shall be clean cut with a sharp chainsaw or handsaw perpendicular to the natural direction of root growth prior to backfill of topsoil. All damaged roots shall be backfilled with existing topsoil within 60 minutes of being cut.
- B. Clearing on the dam embankment and within 25' of the groin shall include grubbing. Grubbing shall consist of the removal and disposal of stumps and roots larger than 3 inches in diameter, and matted roots from the designated grubbing areas. Material to be grubbed, together with logs and other organic or metallic

debris not suitable for foundation purposes, shall be removed to a depth of not less than 18 inches below the original surface level of the ground.

- C. Vegetation removal will not be measured. All work associated with vegetation removal including clearing and grubbing will be paid in the Base Bid.

2.03 Easements

- A. Any temporary easement desired by the Contractor for construction of the project shall be the responsibility of the Contractor at no additional cost to the Owner.

PART 3 PLAN OF OPERATION

3.01 General

- A. The Contractor shall provide a Plan of Operation, as a shop drawing, within thirty (30) days of the execution of the Agreement. This Plan of Operation shall describe the scheduling of all work activities, shall detail the critical path of construction, shall describe the methods anticipated to be utilized in completing each section of the work, and shall describe in detail; (i) the safety measures to be used to protect the public from Contractor's work, and (ii) the timing and level of service desired for Contractor's work from permanent utilities. The Engineer will review and find this Plan of Operation acceptably developed and implementable prior to the initiation by the Contractor of any work activities at the site.
- B. It is the Contractors responsibility to coordinate with the County Highway Department and utility companies. This is inclusive of coordination with the following utilities: Gas, Electrical, Telephone, Cellular, Water, and Wastewater. The Contractor is encouraged to contact the County Highway Department and utilities at the commencement of the project and to determine the schedule and coordination requirements for each. Interruptions to any of these services shall be approved by the respective entity. Ultimately it is the Contractors responsibility to coordinate the work in a timely manner that does not negatively impact the schedule of the project.

3.02 Public Safety

- A. The Plan of Operation shall include: traffic control; maintenance of service; storage of equipment and materials; and protection of excavations from access.

PART 4 SUBMITTAL REQUIREMENTS

4.01 General

- A. Handling of project-related documentation (i.e. O&M Manuals, shop drawings, RFIs, change orders, payment applications, as-builts, etc.) shall be conducted electronically unless noted otherwise in the following paragraphs.
- B. A listing of required submittals for the various detailed specification items is presented at the end of this section. Operation and maintenance (O&M) manuals

prepared by the manufacturer shall be furnished for those items indicated and shall be furnished to the Engineer for review, approval and use **on or prior to the fifty percent (50%) project completion point**. All submittals shall be submitted via electronic submission for Engineer's review prior to submission of hard copies. Two (2) hard copies and one electronic copy shall be provided. All references in these specifications to submittals at or before a fifty percent (50%) point of completion shall relate to the total project and not to the particular item of construction. Under all circumstances shop drawings shall be submitted and approved by the Engineer prior to the initiation of construction of the particular item.

- C. Each Manufacturer's Operation and Maintenance Manual shall include a Table of Contents and have each section marked by a divider tab. Each O&M Manual shall have, as a minimum, the following sections:

1. Purpose
2. Delineation of equipment furnished
3. Name, address, telephone number and e-mail address of nearest service center.
4. Name, address, telephone number and e-mail address of manufacturer's representative.
5. Serial Numbers of Equipment supplied.
6. Copy of equipment warranty
7. Operation
8. Preventive Maintenance Schedule and Instructions
9. Repair Maintenance Instructions
10. Bill of Materials
11. Schedule of Lubricants
12. Schedule of Parts replacement
13. Identification of all Parts by Manufacturer's parts numbers
14. Trouble-shooting operational problems
15. Monitoring requirements
16. Safety
17. Emergency procedures
18. Equipment Data Sheets

- D. Shop Drawings. Shop drawings shall be submitted to the Engineer for approval in accordance with the General Conditions and shall include:

1. Manufacturer's name and model numbers.
2. Equipment specifications.
3. Materials of construction.
4. Dimensional layouts and required clearances.
5. Weights.
6. Anchor bolts.
7. Bill of material.
8. Repair parts.
9. Manufacturer's instructions.
10. Coatings.
11. Warranty.

12. Complete description in sufficient detail to permit an item by item comparison with the specifications.

E. Electronic Documentation – PROCORE

1. The Engineer and Designer have elected to utilize a cloud-based operating system, PROCORE, during construction phase activities to facilitate document and data file transfer, submittal reviews, and RFIs. If awarded a construction contract, and upon issuance of a Notice to Proceed, the successful Contractor will receive guidance from the Engineer on procedures required for the implementation and use of PROCORE.
2. PROCORE is a free, cloud-based, application that will be made available to the successful Contractor for this project.

PART 5 AS-BUILT DRAWINGS

- 5.01** Complete as-built drawings shall be kept on-site by the Contractor and are subject to review by the Engineer's representative for completeness prior to the release of the Contractor's Application for Partial Payment. No partial payments will be made without the Engineer's review and acceptance of complete up to date as-builts. No retainage monies will be considered for release prior to the Contractor's submission of and Engineer's review and acceptance of complete project as-built drawings.
- 5.02** Locations shall be recorded by northing and easting coordinate in the official State Plane Coordinate System or datum utilized within the plan set.
- 5.03** As-built submittal shall include marked up construction drawings as well as a digital version in .PDF format.

REQUIRED SUBMITTALS

Section Number	Item Description	Shop Drawings and Descriptive Literature	O&M Manual	Design Calculations	Test/Start-Up Report	Sample of Color Chart
DS-00	General Requirements					
AML	Mobilization and Bonds					
DS-01	Salvage, Demolition, Removal, and Relocation					
DS-02	Concrete Box Structure	X				
DS-03	Concrete, Signage, and Markings	X				
DS-04	Cutoff Wall	X				
DS-05	Temporary Erosion and Sediment Control	X				
DS-06	Accessible Dock	X	X			
AML	Aggregate, Riprap, and Geotextile	X				
Plans	Flexamat	X				
AML	Gate and Fence	X				
Plans	Clemson Beaver Pond Leveler	X				
AML & Plans	Seed Mix	X				

END OF SECTION

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SECTION 01

SALVAGE, DEMOLITION, REMOVAL, AND RELOCATION

PART 1 GENERAL

1.01 Description of Work

- A. Scope of Work. The Contractor shall provide the labor, tools, equipment and material necessary for all salvage, demolition, removal, and relocation in accordance with the plans and as specific herein. All Items required to be demolished shall be demolished and removed complete and disposed of lawfully as described herein, except items noted herein as being salvaged for the Owner.
- B. Payment for all demolition work shall be included in Base Bid. and shall include all demolition work specified under this section and as indicated on the plans.
- C. Payment for salvaged riprap will be paid at the unit cost as specified.
- D. The Contractor shall be responsible for the removal and disposal of the material in accordance with applicable regulations. All costs associated with said removal and disposal shall be considered incidental and shall be included in the Base Bid.

PART 2 PRODUCTS

2.01 Salvage, Demolition, Removal, and Relocation

- A. See the project plans for salvage, demolition, removal, and relocation items.

PART 3 EXECUTION

3.01 Installation

- A. All items not removed by the Owner and not specifically identified on the plans as salvageable shall become the property of the Contractor. The Contractor may salvage or dispose of these items at their discretion, except that disposed items shall be lawfully disposed of in accordance with all Federal, State and local laws and regulations.

3.02 Salvage

- A. **The owner would like a portion of the removed riprap to be salvaged and hauled to a designated location near the Green Sullivan State Forest Office at 2551 IN 159, Dugger, IN 47848.**
- B. **The salvaged riprap should be reasonably free of dirt and debris. Processing the riprap may be completed on site provided erosion control standards are adhered to.**

- C. **The quantity to be located at the office is estimated at 350 CY. The quantity will be adjusted based on the suitability of the riprap.**

3.03 Demolition

- A. **Removal of material on the downstream slope below the normal water level shall not occur until a minimum of 14 days after the cutoff wall is installed.**
- B. The Contractor shall be responsible so that demolitions take place in the safest possible environment. No demolition shall occur which would present a potential hazard to the site and/or personnel safety. The Contractor shall be fully liable to the Owner for complete restoration and any damages that occur due to Contractor negligence.
- C. All work shall be done in a manner to assure safety of all possibly affected persons.
- D. The Contractor shall be responsible for keeping an accurate record of all demolition and abandonment performed, noting which items were removed from the site and which salvage items were stored at the designated site; the quantity, size, and quality of the salvaged items and the Engineer's indication that said items have been inspected.
- E. The Contractor shall perform demolition work shown on the drawings and as described herein. The items included in the demolition work shall be limited to that shown on the drawings and to the extent as described elsewhere in these specifications, and as necessary to complete the intended construction, modifications, and installations.
- F. All damaged areas shall be repaired to a condition equivalent to that which existed prior to the start of the work at a minimum.

3.04 Removal

- A. The Contractor shall be responsible for coordinating with the Engineer which items shall be removed from location or from the site. The Contractor shall be responsible for transportation and lawful disposal of all removed items.

3.05 Contractor's Responsibilities

- A. **Permits and Fees**
 - 1. The Contractor shall obtain all the necessary permits and pay all permit fees that are required by state or local authorities in conjunction with the demolition work.

3.06 Buried Objects

- A. **Partially Buried Objects:** All piping, posts, walls and footers, reinforcing bars, anchor bolts, railings and all other partly buried objects protruding from the ground

shall be removed. The remaining voids shall be filled with soil and compacted in accordance with these specifications.

- B. Vegetation: The Contractor shall protect all trees not to be removed from damage by the demolition operation.

PART 4 MEASUREMENT AND PAYMENT

4.01 Bid Schedule Items

Bid Schedule items are listed as follows for this item.

- A. All work excluding the salvaged riprap will be paid in the Base Bid.. This item cost shall include all labor, materials, and equipment to complete work as generally shown on the plans and specified here within and all other ancillary costs. Salvaged riprap will be paid on a CY basis based on the amount of riprap relocated to the disposal location site as shown on the plans. Volumes will be determined based on the carrying capacity of the equipment estimated to the nearest quarter capacity utilized (ie. $\frac{1}{4}$ full, $\frac{1}{2}$ full, $\frac{3}{4}$ full, or full). The quarter volume will be multiplied by the carrying capacity of the vehicle to determine each vehicle's unit value to be paid. The unit cost shall include all mileage, labor, materials, and equipment to complete work as generally shown on the plans and specified here within and all other ancillary costs.

Item No.	Item Description	Unit of Payment
• 2	Salvaged Riprap	CYS

END OF SECTION

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SECTION 02

CONCRETE BOX STRUCTURES

PART 1 GENERAL

1.01 Description of Work

- A. The Contractor shall provide the labor, tools, equipment, and materials necessary to furnish and install a precast reinforced concrete box structure. Structure is to be four sided. A three-sided structure is not allowable as a substitution.

1.02 Quality Assurance

- A. Code and Standards

INDOT 2024 Standard Specifications Section 714.02 shall be used to define allowable material for manufacture and incidental items related to the box culvert.

Box structure shall be designed in accordance with ASTM C1577.

1.03 Submittals

- A. Shop Drawings

The Contractor shall submit manufacturer drawings for the box culvert. Shop drawings shall show box culvert, wingwalls, cutoff walls, any foundation elements, and associated elevations of each component.

- B. Maintenance of Water Plan

A Maintenance of Water Plan shall be submitted by the Contractor. Plan shall include bypass pumping/conveyance of water in existing ditch channel as well as method for ensuring dry conditions during subgrade and foundation preparation.

PART 2 PRODUCTS

2.01 Precast Box Culvert

- A. Box Culvert

1. Box Culvert section to be provided per project documents.
2. Manufacturer to supply details for precast box sections, wingwalls, headwalls, and cutoff walls.

- B. Bedding

1. Bedding shall be a minimum of 8 inches of No. 8 Aggregate.

- C. Backfill
 - 1. Backfill shall be compacted No. 53 Aggregate.
- D. Joint Membrane
 - 1. Exterior joint wrap membrane shall be applied to all box culvert joints.
 - 2. Membrane shall comply with INDOT Standard Specifications Section 907.07.

PART 3 EXECUTION

3.01 Equipment

- A. Contractor shall provide proper equipment to safely excavate, prepare subgrade, and place structure.
- B. Maintenance of water and any necessary equipment shall be provided as required to maintain flow of water in the roadside ditch and to ensure dry conditions for the box culvert installation during construction.

3.02 Installation

- A. Contractor shall properly excavate to elevations shown on the plans. Any soft soils encountered shall be excavated until sound material is found.
- B. A minimum of 8 inches of No. 8 aggregate shall be compacted to 95% standard proctor beneath the culvert. If more than 8 inches of bedding material is used Contractor shall place and compact material in 6 inch lifts.
- C. All box culvert joints shall receive pipe joint sealant in the pipe joints as well as an exterior joint wrap as detailed in the plans.
- D. Wingwalls, headwalls, and cutoff walls shall be installed per manufacturer's shop drawings and standard details and in accordance with INDOT Standard Specifications Section 714.

3.03 Testing

- A. Backfill and bedding shall be tested to ensure 95% Standard Proctor density.

PART 4 MEASUREMENT AND PAYMENT

4.01 Bid Schedule Items

Bid Schedule items are listed as follows for this item.

- A. Payment is included in Base Bid. Payment shall include all labor, materials, and equipment to complete work as generally shown on the plans and specified here

within and all other ancillary costs. No separate payment shall be made for items incidental to installation of Concrete Box Structure. Such incidentals include, but are not limited to: maintenance of water, foundation preparation, bedding and backfill, wingwalls, headwalls, and cutoff walls.

END OF SECTION

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SECTION 03

CONCRETE, SIGNAGE, AND MARKINGS

PART 1 GENERAL

1.01 Description of Work

- A. The Contractor shall provide the labor, tools, equipment and materials necessary to furnish and install all concrete, signage, and markings including furnishing and installing complete all expansion and construction joints, forms, curing materials, concrete, , excavation and stockpiling of materials, non-significant relocation of conflicting existing pipes, dewatering of trenches, protection of existing structures, protection of existing utilities, disposal of excess excavated material, granular bedding, backfilling and compaction other than that covered under Granular Backfill requirements, maintaining trench surfaces, dust control, testing, and any additional incidental work required to properly complete the work as shown on the plans and as specified herein. The products and methods of concrete execution are presented in WM 5.1 "Concrete Formwork" and WM 5.2 "Cast-In-Place Concrete". Provide all materials and equipment as specified herein, as shown on the drawings, and as necessary.
- B. Contractor shall adhere to the current INDOT Standard Specifications for all ADA signage and pavement markings.

PART 2 PRODUCTS

2.01 Cast-In-Place Concrete Structures

- A. All concrete structures formed and poured in place shall be constructed with Class E concrete as specified in section WM-5.2-2.03 unless otherwise indicated in these Detailed Specifications.
- B. All concrete shall be sealed in accordance with Section 2.02 of WM 5.2 "Cast-In-Place Concrete".

PART 3 EXECUTION

3.01 Installation

- A. The products and methods of concrete execution are presented in WM 5.1 "Concrete Formwork" and WM 5.2 "Cast-In-Place Concrete".
- B. Installation for all ADA signage and pavement markings shall adhere to the current INDOT Standard Specifications.

PART 4 MEASUREMENT AND PAYMENT

4.01 Bid Schedule Items

Bid Schedule items are listed as follows for this item.

- A. Payment is included in Base Bid. This item cost shall include all labor, materials and equipment to install all concrete, signage, and markings as generally shown on the plans and specified here within.

END OF SECTION

SECTION 04

SOIL-CEMENT-BENTONITE CUTOFF WALL

PART 1 GENERAL

1.01 Description of Work

- A. The Contractor shall provide the labor, tools, equipment, and materials necessary to furnish and install a continuous low permeability soil-cement-bentonite cutoff wall including excavation and stockpiling of materials, protection of existing structures, protection of existing utilities, disposal of excess material, backfilling and compaction other than that covered under other section requirements, dust control, testing, and any additional incidental work required to properly complete the work as shown on the plans and as specified herein.
- B. A "One-pass" trencher system shall be used for the construction of a continuous cutoff wall. The cutoff wall shall key two (2) feet into the shale.
- C. The "One-pass" trencher system shall be a minimum of 30" wide.

1.02 Quality Assurance

- A. Code and Standards
 - 1. American Society for Testing & Materials (ASTM) Standards:
 - a. ASTM C138 – Standard Test Method for Density (Unit Weight) of Concrete
 - b. ASTM C143 – Standard Test Method for Slump of Hydraulic-Cement Concrete
 - c. ASTM C 150 - Specification for Portland Cement
 - d. ASTM C1064 – Standard Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete
 - e. ASTM D 4380 - Density of Bentonite Slurries
 - f. ASTM D4832 – Standard Test Method for Preparation and Testing of Controlled Low Strength Material (CLSM) Test Cylinders
 - g. ASTM D5084 – Standard Test Methods for Measurement of Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter
- B. Contactor shall be prequalified through the Indiana Department of Administration in one of the following categories:
 - 1. 1622.01 - General Contractors engaged in the construction of projects such as bridges, viaducts, elevated highways; and highway, pedestrian, railway tunnels and Earth Retention Structures.
 - 2. 1629.03 – Dam and Dike Construction

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- C. Contractor shall have a minimum of five (5) years experience in projects utilizing “One-pass” trencher system installation.
- D. Contractor shall provide examples of three (3) projects using “One-pass” trencher system installation within the past five (5) years.
- E. The individual in responsible charge of the cutoff wall installation shall have a minimum of five (5) years experience in “One-pass” trencher system installation.
- F. Proof of experience shall be provided to owner a minimum of two (2) weeks prior to mobilization.

1.03 Submittals

- A. Shop Drawings
 - 1. Contractor shall submit drawings for all materials.
- B. Cutoff Wall Work Plan
 - 1. Contractor Work Plan shall include the following at a minimum:
 - a. Site access and staging areas
 - b. Installation procedures
 - c. Measurement procedures
 - d. Sampling and testing method and frequency
 - e. Safety, security, and emergency protocols
 - f. Safety data sheets for all products
 - g. Provisions if loss of material is encountered
 - h. 24-hour contact name and phone number for two (2) individuals with authority to make field decisions.
 - i. Project schedule

PART 2 PRODUCTS

2.01 Soil-Cement-Bentonite Cutoff Wall

- A. Soil
 - 1. The in-situ soil within the dam will be the source of the material to be blended with the cement and bentonite.
 - 2. Soil borings are included in the bidding documents for representation of the soil that may be encountered. Various materials including coal refuse and boulders will likely be encountered during the installation.
- B. Cement
 - 1. 6% cement by volume shall be used in the mix.

2. Sample used for the mix test: Type IL ASTM C595 cement

3. Sample was supplied by:

Heidelberg Materials
200 Mill Creek Road
Mitchell, IN 47446
Justin Edwards
justin.edwards@heidelbergmaterials.com
(317) 471-9608

C. Bentonite

1. 2% cement by volume shall be used in the mix.

2. Sample used for the mix test: Berkbent-90 from Tolsa

3. Sample was supplied by:

Drilling Mud Direct
6 Inverness Ct. East, Suite 130
Englewood, CO 80112
Jeff Kahler
jkahler@muddirect.net
(720) 489-0300

D. Water

1. Water from Reservoir 29 may be used for the mix.

2. The water shall be clean and free from deleterious materials.

E. Additives

1. Admixtures to facilitate the installation of the cutoff wall may be allowed. A submittal and approval is required prior to the use of any additives.

F. Soil Test Results

1. Soil samples were collected as the borings were drilled. The samples were mixed and sent to Materials Testing Consultants, Inc. in Grand Rapids, Michigan to be analyzed.

a. A Particle Size Distribution Report of the soil is included for reference.

b. Two (2) soil-cement-bentonite mixes were specified for permeability testing.

1) Mix 1 was a 2% Bentonite and 6% Cement.

2) Mix 2 was a 3% Bentonite and 4% Cement.

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- 3) Test results include:
 - a) 7-day (11/26/24)
 - b) 14-day (12/3/24)
 - c) 21-day (12/10/24), and
 - d) 28-day (12/17/24).

G. Materials

1. Manufacturers shall supply supplier product data sheets for each delivery.
2. Excess material shall be placed in the Spoil Disposal Area as shown on the plans.
3. All material shall be contained to the work site. No material shall be allowed to enter the Reservoir or wash away from the immediate work area.

PART 3 EXECUTION

3.01 Equipment

- A. Contractor shall construct the wall utilizing equipment with high torque and power to in-situ thoroughly blend native soils with cement and bentonite to create a consistent barrier wall to the minimum depths as shown on the plans.

3.02 Installation

- A. The engineer or designer shall be present at all times during installation of the cutoff wall. Contractor shall provide a minimum of five (5) days notice before commencing installation of cutoff wall.
- B. Contractor shall construct the wall utilizing equipment with high torque and power to in-situ thoroughly blend native soils with cement and bentonite to create a consistent barrier wall to the minimum depths as shown on the plans. The cutoff wall shall be as uniform as possible.
- C. Contractor shall install the cutoff wall as near to vertical as is practicable. Instrumentation shall be calibrated regularly. A redundant method shall confirm verticality.
- D. Contractor shall maintain daily records during installation of the cutoff wall. Daily records shall indicate daily work completed including the following:
 1. Horizontal distance completed based on stationing
 2. Documentation of depth corresponding to horizontal stationing
 3. Record the elevation at the bottom of the wall and the depth into the shale layer
 4. Area of wall completed in SF
 5. Installation Details

- a. Unit volumes of materials installed
 - b. Addition rate vs depth
 - c. Pump volume vs time
 - d. Inclination in two directions
 - e. Speed of mixing tool
 - f. General rig parameters
 - g. Weather conditions
- E. Contractor shall protect the dam and reservoir at all times. Construction methods shall provide trench stability during installation. Contractor shall observe the dam for conditions that may affect the safety of the structure. Excess material and material removed as a part of the cutoff installation shall be disposed of at the designated spoil disposal area and shall not be distributed on the dam or allowed to enter the reservoir.
- F. All work shall be in accordance with industry standards.
- G. Deviations from the plans due to field conditions or other variables shall be coordinated with and approved by the Engineer or Designer when the condition is encountered.
- H. Contractor may, with the approval of the Engineer or Designer, install segments of the wall shallower than shown on the drawings when obstructions are encountered that prevent the equipment from proceeding to the intended depth. Contractor must demonstrate to the engineer or designer that refusal is met.
- I. Allow a minimum of 48 hours prior to placing fill on top of the cutoff wall.
- J. As-built drawings and report shall be submitted within four (4) weeks of completion of the cutoff wall. Submittal shall include the daily records, rates utilized, total volumes of each material used, lab results, and deviations from drawings.

3.03 Testing

- A. Wet samples of the cutoff wall shall be obtained with an in-situ sampler. Sampler shall collect fresh samples from varying depths. Samples shall be collected a minimum of every 150 feet of wall completed. Samples shall be collected from two (2) random depths. Duplicate samples shall be made available to the owner.
- B. Testing shall be completed for slump in accordance with ASTM C143 and temperature immediately upon retrieval of the sample. The wet sample shall be formed into test cylinders and tested for permeability using ASTM Method D 5084.
- C. Independent testing laboratory shall be approved by the engineer or designer.
- D. Permeability:
 - 1. The horizontal permeability shall be 1×10^{-6} centimeters per second (cm/sec). or lower, after 21 days.

PART 4 MEASUREMENT AND PAYMENT

4.01 Bid Schedule Items

Bid Schedule items are listed as follows for this item.

- A. Payment for Line Item 4, shall be paid under four (4) line items. Mobilization & Demobilization, Quality Control, Field Engineering, and Spoil Disposal will be paid as one (1) Lump Sum amount. This lump sum cost only pertains to that portion of the work associated with the cutoff wall installation and shall include all labor, materials, and equipment to complete work as generally shown on the plans and specified here within and all other ancillary costs.
- B. Bentonite and Cement will be paid on a TON basis based on the amount of material installed. The Cutoff Wall will be paid based on the SFT of cutoff wall installed. The unit cost shall include all mileage, labor, materials, and equipment to complete work as generally shown on the plans and specified here within and all other ancillary costs.

Item No.	Item Description	Unit of Payment
	Mobilization & Demobilization, Quality Control, Field	
•	Engineering, and Spoil Disposal	LS
•	Bentonite 2%	TON
•	Cement 6%	TON
•	Cutoff Wall	SFT

END OF SECTION

Particle Size Distribution Report



GRAIN SIZE - mm.

	% +3"	% Gravel		% Sand			% Fines			
		Coarse	Fine	Coarse	Medium	Fine	Silt	Clay		
○	0.0	2.3	8.2	2.8	8.9	14.3	35.2	28.3		
×	LL	PL	D ₈₅	D ₆₀	D ₅₀	D ₃₀	D ₁₅	D ₁₀	C _c	C _u
○			1.4407	0.0468	0.0209	0.0058				

Material Description							USCS	AASHTO
○ Gray Sandy Lean Clay							CL	

Project No. 241721 Client: Commonwealth Engineers Inc Project: IDNR, Reservoir 29 DAM Location: Received Sample Sample Number: 165755	Remarks: Figure
MATERIALS TESTING CONSULTANTS, INC. Grand Rapids, MI	

Tested By: R. Davis Checked By: K. VanStrate



Transmittal

Client:

Commonwealth Engineers Inc
7256 Company Drive
Indianapolis, IN 46237

Project:

241721.0
Commonwealth Engineers Mix Design Lab
Testing
MTC GRAND RAPIDS LABORATORY
Grand Rapids, MI 49505

Activity Information

Attached please find the following report:

Activity Number: 1078913

See 241721 - ASTM D5084 - Combined Perms - 12-3-2024.pdf in the documents section at the end of this report.

A handwritten signature in blue ink, appearing to read "Keith VanStrate", is positioned above the printed name and title.

Signed By: Keith VanStrate
Laboratory Manager
12/03/2024



PROJECT NO.: 241721
DATE: 12-03-2024

PROJECT IDNR, Reservoir 29 DAM
CLIENT Commonwealth Engineers Inc

MEASUREMENT OF HYDRAULIC CONDUCTIVITY OF SATURATED POROUS MATERIALS USING A FLEXIBLE WALL PERMEAMETER ASTM D 5084 – METHOD C

MTC SAMPLE NO.: 166176 TEST DATE: 11-26-2024
SAMPLE LOCATION: - SAMPLE TYPE AND CONDITION: 3x6" Cylinder Trimmed to Length
SAMPLE DESCRIPTION: Mix 1 – 2% Bentonite & 6% Cement

INITIAL SAMPLE DIMENSIONS				FINAL SAMPLE DIMENSIONS				TEST CONDITIONS			
Diameter:	3.000	(in)	7.619	(cm)	Diameter:	2.997	(in)	7.612	(cm)	Type of Permeant:	De-Aired Water
Length:	2.936	(in)	7.458	(cm)	Length:	2.942	(in)	7.471	(cm)	Cell Pressure (psi):	60.00
Area:	7.067	(in ²)	45.60	(cm ²)	Area:	7.054	(in ²)	45.51	(cm ²)	Head Pressure (psi):	50.25
Volume (ft ³):	0.012				Volume (ft ³):	0.012				Tail Pressure (psi):	49.75
Mass (g):	573.15				Mass (g):	578.18				Effective Stress (psi):	10.00
Moisture Content (%):	50.1				Moisture Content (%):	51.6				Temperature (°C):	20.3
Wet Unit Weight (pcf):	105.2				Wet Unit Weight (pcf):	106.1				Area of Burette (cm ²)	0.195
Dry Unit Weight (pcf):	70.1				Dry Unit Weight (pcf):	70.0					
Saturation (%)	98				*Specific Gravity	2.650					
					*Saturation (%):	100					



PROJECT NO.: 241721
DATE: 12-03-2024

PROJECT IDNR, Reservoir 29 DAM
CLIENT Commonwealth Engineers Inc

MEASUREMENT OF HYDRAULIC CONDUCTIVITY OF SATURATED POROUS MATERIALS USING A FLEXIBLE WALL PERMEAMETER ASTM D 5084 – METHOD C

MTC SAMPLE NO.: 166177 TEST DATE: 11-26-2024
SAMPLE LOCATION: - SAMPLE TYPE AND CONDITION: 3x6" Cylinder Trimmed to Length
SAMPLE DESCRIPTION: Mix 2 – 3% Bentonite & 4% Cement

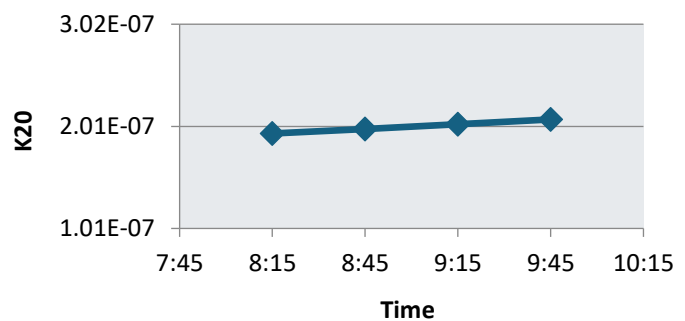
INITIAL SAMPLE DIMENSIONS				FINAL SAMPLE DIMENSIONS				TEST CONDITIONS			
Diameter:	2.991	(in)	7.597	(cm)	Diameter:	2.998	(in)	7.614	(cm)	Type of Permeant:	De-Aired Water
Length:	2.900	(in)	7.367	(cm)	Length:	2.899	(in)	7.364	(cm)	Cell Pressure (psi):	60.00
Area:	7.026	(in ²)	45.33	(cm ²)	Area:	7.057	(in ²)	45.53	(cm ²)	Head Pressure (psi):	50.25
Volume (ft ³):	0.012			Volume (ft ³):	0.012			Tail Pressure (psi):	49.75	Effective Stress (psi):	10.00
Mass (g):	554.56			Mass (g):	559.88			Temperature (°C):	20.3	Area of Burette (cm ²)	0.195
Moisture Content (%):	50.5			Moisture Content (%):	54.9						
Wet Unit Weight (pcf):	103.7			Wet Unit Weight (pcf):	104.3						
Dry Unit Weight (pcf):	68.9			Dry Unit Weight (pcf):	67.3						
Saturation (%)	96			*Specific Gravity	2.650						
				*Saturation (%):	100						

TEST	READINGS	TIMES	BURETTE READINGS			TOTAL HEAD HA+HW (cm)	HYDRAULIC GRADIENT H/L	K _i (CM/SEC)	K ₂₀ (CM/SEC)
			HEAD (cm ³)	TAIL (cm ³)	HW (cm)				
1	Initial	08:15	0.32	6.26	30.591	65.741	8.924	1.952x10 ⁻⁷	1.940x10 ⁻⁷
	Final	08:45	0.46	6.12	29.149	64.299	8.728		
	Difference	1800	0.14	-0.14	-100%	1.442	0.196		
2	Initial	08:45	0.46	6.12	29.149	64.299	8.728	1.997x10 ⁻⁷	1.984x10 ⁻⁷
	Final	09:15	0.60	5.98	27.707	62.857	8.533		
	Difference	1800	0.14	-0.14	-100%	1.442	0.196		
3	Initial	09:15	0.60	5.98	27.707	62.857	8.533	2.043x10 ⁻⁷	2.030x10 ⁻⁷
	Final	09:45	0.74	5.84	26.265	61.415	8.337		
	Difference	1800	0.14	-0.14	-100%	1.442	0.196		
4	Initial	09:45	0.74	5.84	26.265	61.415	8.337	2.091x10 ⁻⁷	2.078x10 ⁻⁷
	Final	10:15	0.88	5.70	24.823	59.973	8.141		
	Difference	1800	0.14	-0.14	-100%	1.442	0.196		

AVERAGE HYDRAULIC CONDUCTIVITY (CM/SEC): 2.01x10⁻⁷

REMARKS: *Assumed Specific Gravity
HW = Height of Water Column
HA = Pressure Differential Converted to Height (cm)
1 cm³ in Burette = 5.15 cm
1 psi = 70.3 cm in Height

k₂₀ over Time



REPORT BY:

W. Ray Davis

REVIEWED BY:

[Signature]

**Transmittal****Client:**

Commonwealth Engineers Inc
7256 Company Drive
Indianapolis, IN 46237

Project:

241721.0
Indiana Department of Natural Resources,
Reservoir 29 DAM
MTC GRAND RAPIDS LABORATORY
Grand Rapids, MI 49505

Activity Information

Attached please find the following report:

Activity Number: 1079207

See 241721 - ASTM D5084 - Combined Perms - 12-6-2024.pdf in the documents section at the end of this report.

Signed By: Keith VanStrate
Laboratory Manager
12/06/2024



PROJECT NO.: 241721
DATE: 12-06-2024

PROJECT IDNR, Reservoir 29 DAM
CLIENT Commonwealth Engineers Inc

MEASUREMENT OF HYDRAULIC CONDUCTIVITY OF SATURATED POROUS MATERIALS USING A FLEXIBLE WALL PERMEAMETER ASTM D 5084 – METHOD C

MTC SAMPLE NO.: 166233 TEST DATE: 12-03-2024
SAMPLE LOCATION: - SAMPLE TYPE AND CONDITION: 3x6" Cylinder Trimmed to Length
SAMPLE DESCRIPTION: Mix 2 – 3% Bentonite & 4% Cement

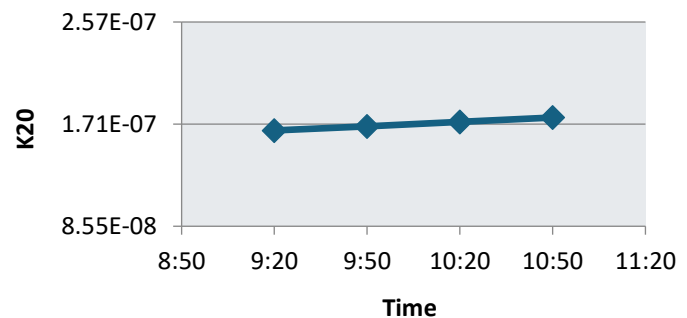
INITIAL SAMPLE DIMENSIONS				FINAL SAMPLE DIMENSIONS				TEST CONDITIONS	
Diameter:	3.020	(in)	7.671	(cm)	Diameter:	3.016	(in)	7.659	(cm)
Length:	2.850	(in)	7.238	(cm)	Length:	2.847	(in)	7.230	(cm)
Area:	7.163	(in ²)	46.21	(cm ²)	Area:	7.142	(in ²)	46.08	(cm ²)
Volume (ft ³):	0.012				Volume (ft ³):	0.012			
Mass (g):	568.40				Mass (g):	572.89			
Moisture Content (%):	49.6				Moisture Content (%):	48.9			
Wet Unit Weight (pcf):	106.1				Wet Unit Weight (pcf):	107.3			
Dry Unit Weight (pcf):	70.9				Dry Unit Weight (pcf):	72.1			
Saturation (%):	99				*Specific Gravity	2.650			
					*Saturation (%):	100			
					Type of Permeant:	De-Aired Water			
					Cell Pressure (psi):	60.00			
					Head Pressure (psi):	50.25			
					Tail Pressure (psi):	49.75			
					Effective Stress (psi):	10.00			
					Temperature (°C):	21.8			
					Area of Burette (cm ²)	0.195			

TEST	READINGS	TIMES	BURETTE READINGS			TOTAL HEAD HA+HW (cm)	HYDRAULIC GRADIENT H/L	K _i (CM/SEC)	K ₂₀ (CM/SEC)
			HEAD (cm ³)	TAIL (cm ³)	HW (cm)				
1	Initial	09:20	0.40	6.46	31.209	66.359	9.168	1.729x10 ⁻⁷	1.657x10 ⁻⁷
	Final	09:50	0.53	6.33	29.870	65.020	8.983		
	Difference	1800	0.13	-0.13	-100%	1.339	0.185		
2	Initial	09:50	0.53	6.33	29.870	65.020	8.983	1.765x10 ⁻⁷	1.692x10 ⁻⁷
	Final	10:20	0.66	6.20	28.531	63.681	8.798		
	Difference	1800	0.13	-0.13	-100%	1.339	0.185		
3	Initial	10:20	0.66	6.20	28.531	63.681	8.798	1.803x10 ⁻⁷	1.728x10 ⁻⁷
	Final	10:50	0.79	6.07	27.192	62.342	8.613		
	Difference	1800	0.13	-0.13	-100%	1.339	0.185		
4	Initial	10:50	0.79	6.07	27.192	62.342	8.613	1.842x10 ⁻⁷	1.765x10 ⁻⁷
	Final	11:20	0.92	5.94	25.853	61.003	8.428		
	Difference	1800	0.13	-0.13	-100%	1.339	0.185		

AVERAGE HYDRAULIC CONDUCTIVITY (CM/SEC): 1.71x10⁻⁷

REMARKS: *Assumed Specific Gravity
HW = Height of Water Column
HA = Pressure Differential Converted to Height (cm)
1 cm³ in Burette = 5.15 cm
1 psi = 70.3 cm in Height

k20 over Time



REPORT BY:

W. Ray Davis

REVIEWED BY:

[Signature]

Page 2 of 3



PROJECT NO.: 241721
DATE: 12-06-2024

PROJECT IDNR, Reservoir 29 DAM
CLIENT Commonwealth Engineers Inc

MEASUREMENT OF HYDRAULIC CONDUCTIVITY OF SATURATED POROUS MATERIALS USING A FLEXIBLE WALL PERMEAMETER ASTM D 5084 – METHOD C

MTC SAMPLE NO.: 166232 TEST DATE: 12-03-2024
SAMPLE LOCATION: - SAMPLE TYPE AND CONDITION: 3x6" Cylinder Trimmed to Length
SAMPLE DESCRIPTION: Mix 1 – 2% Bentonite & 6% Cement

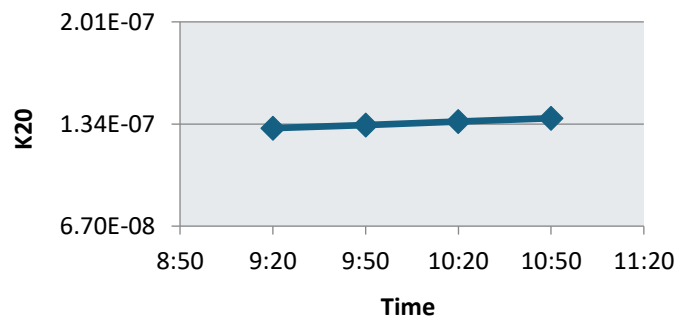
INITIAL SAMPLE DIMENSIONS				FINAL SAMPLE DIMENSIONS				TEST CONDITIONS			
Diameter:	3.009	(in)	7.643	(cm)	Diameter:	3.007	(in)	7.637	(cm)	Type of Permeant:	De-Aired Water
Length:	2.912	(in)	7.395	(cm)	Length:	2.906	(in)	7.382	(cm)	Cell Pressure (psi):	60.00
Area:	7.112	(in ²)	45.89	(cm ²)	Area:	7.100	(in ²)	45.81	(cm ²)	Head Pressure (psi):	50.25
Volume (ft ³):	0.012			Volume (ft ³):	0.012			Mass (g):	578.46	Tail Pressure (psi):	49.75
Mass (g):	573.03			Moisture Content (%):	50.4			Wet Unit Weight (pcf):	106.8	Effective Stress (psi):	10.00
Moisture Content (%):	45.3			Dry Unit Weight (pcf):	71.0			Temperature (°C):	21.8	Area of Burette (cm ²)	0.195
Wet Unit Weight (pcf):	105.4			*Specific Gravity	2.650						
Dry Unit Weight (pcf):	72.5			*Saturation (%):	100						
Saturation (%)	94										

TEST	READINGS	TIMES	BURETTE READINGS			TOTAL HEAD HA+HW (cm)	HYDRAULIC GRADIENT H/L	K _i (CM/SEC)	K ₂₀ (CM/SEC)
			HEAD (cm ³)	TAIL (cm ³)	HW (cm)				
1	Initial	09:20	0.40	6.42	31.003	66.153	8.945	1.370x10 ⁻⁷	1.313x10 ⁻⁷
	Final	09:50	0.50	6.32	29.973	65.123	8.806		
	Difference	1800	0.10	-0.10	-100%	1.030	0.139		
2	Initial	09:50	0.50	6.32	29.973	65.123	8.806	1.392x10 ⁻⁷	1.334x10 ⁻⁷
	Final	10:20	0.60	6.22	28.943	64.093	8.667		
	Difference	1800	0.10	-0.10	-100%	1.030	0.139		
3	Initial	10:20	0.60	6.22	28.943	64.093	8.667	1.414x10 ⁻⁷	1.355x10 ⁻⁷
	Final	10:50	0.70	6.12	27.913	63.063	8.528		
	Difference	1800	0.10	-0.10	-100%	1.030	0.139		
4	Initial	10:50	0.70	6.12	27.913	63.063	8.528	1.438x10 ⁻⁷	1.378x10 ⁻⁷
	Final	11:20	0.80	6.02	26.883	62.033	8.388		
	Difference	1800	0.10	-0.10	-100%	1.030	0.139		

AVERAGE HYDRAULIC CONDUCTIVITY (CM/SEC): 1.34x10⁻⁷

REMARKS: *Assumed Specific Gravity
HW = Height of Water Column
HA = Pressure Differential Converted to Height (cm)
1 cm³ in Burette = 5.15 cm
1 psi = 70.3 cm in Height

k20 over Time



REPORT BY:

W. Ray Davis

REVIEWED BY:

[Signature]

**Transmittal****Client:**

Commonwealth Engineers Inc
7256 Company Drive
Indianapolis, IN 46237

Project:

241721.0
Indiana Department of Natural Resources,
Reservoir 29 DAM
MTC GRAND RAPIDS LABORATORY
Grand Rapids, MI 49505

Activity Information

Attached please find the following report:

Activity Number: 1079742

See 241721 - ASTM D5084 - Combined Perms - 12-13-2024.pdf in the documents section at the end of this report.

Signed By: Keith VanStrate
Laboratory Manager
12/13/2024



PROJECT NO.: 241721
DATE: 12-13-2024

PROJECT IDNR, Reservoir 29 DAM
CLIENT Commonwealth Engineers Inc

MEASUREMENT OF HYDRAULIC CONDUCTIVITY OF SATURATED POROUS MATERIALS USING A FLEXIBLE WALL PERMEAMETER ASTM D 5084 – METHOD C

MTC SAMPLE NO.: 166251 TEST DATE: 12-10-2024
SAMPLE LOCATION: - SAMPLE TYPE AND CONDITION: 3x6" Cylinder Trimmed to Length
SAMPLE DESCRIPTION: Mix 2 – 3% Bentonite & 4% Cement

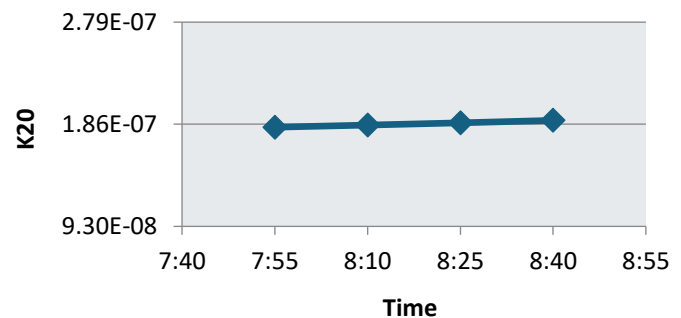
INITIAL SAMPLE DIMENSIONS				FINAL SAMPLE DIMENSIONS				TEST CONDITIONS			
Diameter:	3.002	(in)	7.625	(cm)	Diameter:	3.007	(in)	7.638	(cm)	Type of Permeant:	De-Aired Water
Length:	2.901	(in)	7.369	(cm)	Length:	2.901	(in)	7.369	(cm)	Cell Pressure (psi):	60.00
Area:	7.078	(in ²)	45.66	(cm ²)	Area:	7.102	(in ²)	45.82	(cm ²)	Head Pressure (psi):	50.25
Volume (ft ³):	0.012			Volume (ft ³):	0.012			Tail Pressure (psi):	49.75	Effective Stress (psi):	10.00
Mass (g):	560.29			Mass (g):	565.69			Temperature (°C):	21.8	Area of Burette (cm ²)	0.195
Moisture Content (%):	51.4			Moisture Content (%):	54.2						
Wet Unit Weight (pcf):	103.9			Wet Unit Weight (pcf):	104.6						
Dry Unit Weight (pcf):	68.7			Dry Unit Weight (pcf):	67.8						
Saturation (%)	97			*Specific Gravity	2.650						
				*Saturation (%):	100						

TEST	READINGS	TIMES	BURETTE READINGS			TOTAL HEAD HA+HW (cm)	HYDRAULIC GRADIENT H/L	K _i (CM/SEC)	K ₂₀ (CM/SEC)
			HEAD (cm ³)	TAIL (cm ³)	HW (cm)				
1	Initial	07:55	0.38	6.42	31.106	66.256	8.991	1.913x10 ⁻⁷	1.833x10 ⁻⁷
	Final	08:10	0.45	6.35	30.385	65.535	8.893		
	Difference	900	0.07	-0.07	-100%	0.721	0.098		
2	Initial	08:10	0.45	6.35	30.385	65.535	8.893	1.934x10 ⁻⁷	1.853x10 ⁻⁷
	Final	08:25	0.52	6.28	29.664	64.814	8.795		
	Difference	900	0.07	-0.07	-100%	0.721	0.098		
3	Initial	08:25	0.52	6.28	29.664	64.814	8.795	1.956x10 ⁻⁷	1.874x10 ⁻⁷
	Final	08:40	0.59	6.21	28.943	64.093	8.697		
	Difference	900	0.07	-0.07	-100%	0.721	0.098		
4	Initial	08:40	0.59	6.21	28.943	64.093	8.697	1.978x10 ⁻⁷	1.895x10 ⁻⁷
	Final	08:55	0.66	6.14	28.222	63.372	8.600		
	Difference	900	0.07	-0.07	-100%	0.721	0.098		

AVERAGE HYDRAULIC CONDUCTIVITY (CM/SEC): 1.86x10⁻⁷

REMARKS: *Assumed Specific Gravity
HW = Height of Water Column
HA = Pressure Differential Converted to Height (cm)
1 cm³ in Burette = 5.15 cm
1 psi = 70.3 cm in Height

k20 over Time



REPORT BY:

W. Ray Davis

REVIEWED BY:

[Signature]



PROJECT NO.: 241721
DATE: 12-13-2024

PROJECT IDNR, Reservoir 29 DAM
CLIENT Commonwealth Engineers Inc

MEASUREMENT OF HYDRAULIC CONDUCTIVITY OF SATURATED POROUS MATERIALS USING A FLEXIBLE WALL PERMEAMETER ASTM D 5084 – METHOD C

MTC SAMPLE NO.: 166250 TEST DATE: 12-10-2024
SAMPLE LOCATION: - SAMPLE TYPE AND CONDITION: 3x6" Cylinder Trimmed to Length
SAMPLE DESCRIPTION: Mix 1 – 2% Bentonite & 6% Cement

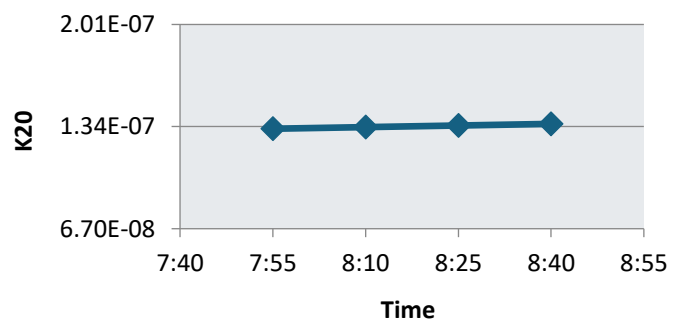
INITIAL SAMPLE DIMENSIONS				FINAL SAMPLE DIMENSIONS				TEST CONDITIONS			
Diameter:	2.990	(in)	7.593	(cm)	Diameter:	2.989	(in)	7.591	(cm)	Type of Permeant:	De-Aired Water
Length:	2.918	(in)	7.412	(cm)	Length:	2.915	(in)	7.405	(cm)	Cell Pressure (psi):	60.00
Area:	7.019	(in ²)	45.29	(cm ²)	Area:	7.016	(in ²)	45.26	(cm ²)	Head Pressure (psi):	50.25
Volume (ft ³):	0.012			Volume (ft ³):	0.012			Tail Pressure (psi):	49.75	Effective Stress (psi):	10.00
Mass (g):	575.61			Mass (g):	583.48			Temperature (°C):	21.8	Area of Burette (cm ²)	0.195
Moisture Content (%):	46.7			Moisture Content (%):	49.9						
Wet Unit Weight (pcf):	107.1			Wet Unit Weight (pcf):	108.7						
Dry Unit Weight (pcf):	73.0			Dry Unit Weight (pcf):	72.5						
Saturation (%)	98			*Specific Gravity	2.650						
				*Saturation (%):	100						

TEST	READINGS	TIMES	BURETTE READINGS			TOTAL HEAD HA+HW (cm)	HYDRAULIC GRADIENT H/L	K _i (CM/SEC)	K ₂₀ (CM/SEC)
			HEAD (cm ³)	TAIL (cm ³)	HW (cm)				
1	Initial	07:55	0.40	6.44	31.106	66.256	8.939	1.384x10 ⁻⁷	1.326x10 ⁻⁷
	Final	08:10	0.45	6.39	30.591	65.741	8.870		
	Difference	900	0.05	-0.05	-100%	0.515	0.069		
2	Initial	08:10	0.45	6.39	30.591	65.741	8.870	1.394x10 ⁻⁷	1.336x10 ⁻⁷
	Final	08:25	0.50	6.34	30.076	65.226	8.800		
	Difference	900	0.05	-0.05	-100%	0.515	0.069		
3	Initial	08:25	0.50	6.34	30.076	65.226	8.800	1.406x10 ⁻⁷	1.347x10 ⁻⁷
	Final	08:40	0.55	6.29	29.561	64.711	8.731		
	Difference	900	0.05	-0.05	-100%	0.515	0.069		
4	Initial	08:40	0.55	6.29	29.561	64.711	8.731	1.417x10 ⁻⁷	1.358x10 ⁻⁷
	Final	08:55	0.60	6.24	26.046	64.196	8.661		
	Difference	900	0.05	-0.05	-100%	0.515	0.069		

AVERAGE HYDRAULIC CONDUCTIVITY (CM/SEC): 1.34x10⁻⁷

REMARKS: *Assumed Specific Gravity
HW = Height of Water Column
HA = Pressure Differential Converted to Height (cm)
1 cm³ in Burette = 5.15 cm
1 psi = 70.3 cm in Height

k20 over Time



REPORT BY:

W. Ray Davis

REVIEWED BY:

[Signature]

Page 3 of 3

**Transmittal****Client:**

Commonwealth Engineers Inc
7256 Company Drive
Indianapolis, IN 46237

Project:

241721.0
Indiana Department of Natural Resources,
Reservoir 29 DAM
MTC GRAND RAPIDS LABORATORY
Grand Rapids, MI 49505

Activity Information

Attached please find the following report:

Activity Number: 1080315

See 241721 - ASTM D5084 - Combined Perms - 12-20-24.pdf in the documents section at the end of this report.

Signed By: Keith VanStrate
Laboratory Manager
12/20/2024



PROJECT NO.: 241721
DATE: 12-20-2024

PROJECT IDNR, Reservoir 29 DAM
CLIENT Commonwealth Engineers Inc

MEASUREMENT OF HYDRAULIC CONDUCTIVITY OF SATURATED POROUS MATERIALS USING A FLEXIBLE WALL PERMEAMETER ASTM D 5084 – METHOD C

MTC SAMPLE NO.: 166269 TEST DATE: 12-17-2024
SAMPLE LOCATION: - SAMPLE TYPE AND CONDITION: 3x6" Cylinder Trimmed to Length
SAMPLE DESCRIPTION: Mix 2 – 3% Bentonite & 4% Cement

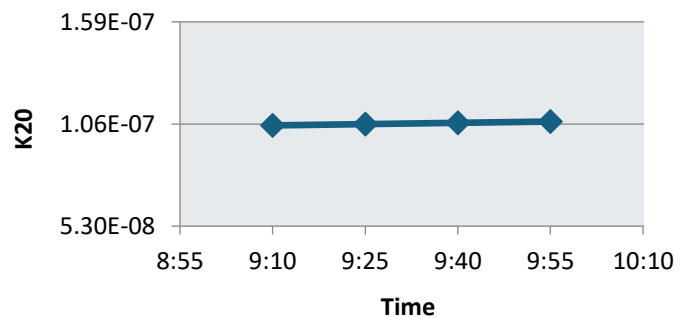
INITIAL SAMPLE DIMENSIONS					FINAL SAMPLE DIMENSIONS					TEST CONDITIONS	
Diameter:	3.006	(in)	7.463	(cm)	Diameter:	3.003	(in)	7.628	(cm)	Type of Permeant:	De-Aired Water
Length:	2.938	(in)	7.634	(cm)	Length:	2.936	(in)	7.457	(cm)	Cell Pressure (psi):	60.00
Area:	7.095	(in ²)	45.77	(cm ²)	Area:	7.083	(in ²)	45.69	(cm ²)	Head Pressure (psi):	50.25
Volume (ft ³):	0.012				Volume (ft ³):	0.012				Tail Pressure (psi):	49.75
Mass (g):	566.49				Mass (g):	571.85				Effective Stress (psi):	10.00
Moisture Content (%):	48.3				Moisture Content (%):	54.5				Temperature (°C):	21.8
Wet Unit Weight (pcf):	103.5				Wet Unit Weight (pcf):	104.8				Area of Burette (cm ²)	0.195
Dry Unit Weight (pcf):	69.8				Dry Unit Weight (pcf):	67.8					
Saturation (%)	94				*Specific Gravity	2.650					
					*Saturation (%):	100					

TEST	READINGS	TIMES	BURETTE READINGS			TOTAL HEAD HA+HW (cm)	HYDRAULIC GRADIENT H/L	K _i (CM/SEC)	K ₂₀ (CM/SEC)
			HEAD (cm ³)	TAIL (cm ³)	HW (cm)				
1	Initial	09:10	0.36	6.44	31.312	66.462	8.905	1.098x10 ⁻⁷	1.053x10 ⁻⁷
	Final	09:25	0.40	6.40	30.900	66.050	8.850		
	Difference	900	0.04	-0.04	-100%	0.412	0.055		
2	Initial	09:25	0.40	6.40	30.900	66.050	8.850	1.105x10 ⁻⁷	1.059x10 ⁻⁷
	Final	09:40	0.44	6.36	30.488	65.638	8.795		
	Difference	900	0.04	-0.04	-100%	0.412	0.055		
3	Initial	09:40	0.44	6.36	30.488	65.638	8.795	1.112x10 ⁻⁷	1.066x10 ⁻⁷
	Final	09:55	0.48	6.32	30.076	65.226	8.740		
	Difference	900	0.04	-0.04	-100%	0.412	0.055		
4	Initial	09:55	0.48	6.32	30.076	65.226	8.740	1.119x10 ⁻⁷	1.073x10 ⁻⁷
	Final	10:10	0.52	6.28	29.664	64.814	8.685		
	Difference	900	0.04	-0.04	-100%	0.412	0.055		

AVERAGE HYDRAULIC CONDUCTIVITY (CM/SEC): 1.06x10⁻⁷

REMARKS: *Assumed Specific Gravity
HW = Height of Water Column
HA = Pressure Differential Converted to Height (cm)
1 cm³ in Burette = 5.15 cm
1 psi = 70.3 cm in Height

k20 over Time



REPORT BY: W. Ray Davis

REVIEWED BY: [Signature]



PROJECT NO.: 241721
DATE: 12-20-2024

PROJECT IDNR, Reservoir 29 DAM
CLIENT Commonwealth Engineers Inc

MEASUREMENT OF HYDRAULIC CONDUCTIVITY OF SATURATED POROUS MATERIALS USING A FLEXIBLE WALL PERMEAMETER ASTM D 5084 – METHOD C

MTC SAMPLE NO.: 166268 TEST DATE: 12-17-2024
SAMPLE LOCATION: - SAMPLE TYPE AND CONDITION: 3x6" Cylinder Trimmed to Length
SAMPLE DESCRIPTION: Mix 1 – 2% Bentonite & 6% Cement

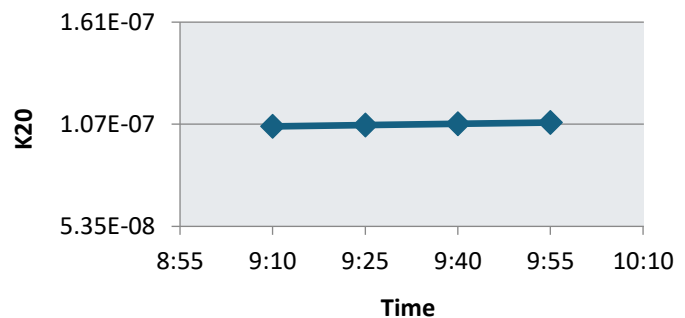
INITIAL SAMPLE DIMENSIONS					FINAL SAMPLE DIMENSIONS					TEST CONDITIONS	
Diameter:	3.017	(in)	7.664	(cm)	Diameter:	3.015	(in)	7.658	(cm)	Type of Permeant:	De-Aired Water
Length:	2.969	(in)	7.542	(cm)	Length:	2.965	(in)	7.530	(cm)	Cell Pressure (psi):	60.00
Area:	7.150	(in ²)	46.13	(cm ²)	Area:	7.139	(in ²)	46.06	(cm ²)	Head Pressure (psi):	50.25
Volume (ft ³):	0.012				Volume (ft ³):	0.012				Tail Pressure (psi):	49.75
Mass (g):	587.79				Mass (g):	593.46				Effective Stress (psi):	10.00
Moisture Content (%):	49.6				Moisture Content (%):	50.2				Temperature (°C):	21.8
Wet Unit Weight (pcf):	105.5				Wet Unit Weight (pcf):	106.8				Area of Burette (cm ²)	0.195
Dry Unit Weight (pcf):	70.5				Dry Unit Weight (pcf):	71.1					
Saturation (%)	98				*Specific Gravity	2.650					
					*Saturation (%):	100					

TEST	READINGS	TIMES	BURETTE READINGS			TOTAL HEAD HA+HW (cm)	HYDRAULIC GRADIENT H/L	K _i (CM/SEC)	K ₂₀ (CM/SEC)
			HEAD (cm ³)	TAIL (cm ³)	HW (cm)				
1	Initial	09:10	0.40	6.44	31.106	66.256	8.785	1.105x10 ⁻⁷	1.059x10 ⁻⁷
	Final	09:25	0.44	6.40	30.694	65.844	8.730		
	Difference	900	0.04	-0.04	-100%	0.412	0.055		
2	Initial	09:25	0.44	6.40	30.694	65.844	8.730	1.112x10 ⁻⁷	1.065x10 ⁻⁷
	Final	09:40	0.48	6.36	30.282	65.432	8.676		
	Difference	900	0.04	-0.04	-100%	0.412	0.055		
3	Initial	09:40	0.48	6.36	30.282	65.432	8.676	1.119x10 ⁻⁷	1.072x10 ⁻⁷
	Final	09:55	0.52	6.32	29.870	65.020	8.621		
	Difference	900	0.04	-0.04	-100%	0.412	0.055		
4	Initial	09:55	0.52	6.32	29.870	65.020	8.621	1.126x10 ⁻⁷	1.079x10 ⁻⁷
	Final	10:10	0.56	6.28	29.458	64.608	8.567		
	Difference	900	0.04	-0.04	-100%	0.412	0.055		

AVERAGE HYDRAULIC CONDUCTIVITY (CM/SEC): 1.07x10⁻⁷

REMARKS: *Assumed Specific Gravity
HW = Height of Water Column
HA = Pressure Differential Converted to Height (cm)
1 cm³ in Burette = 5.15 cm
1 psi = 70.3 cm in Height

k20 over Time



REPORT BY:

W. Ray Davis

REVIEWED BY:

[Signature]

Page 3 of 3

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SECTION 05

TEMPORARY EROSION AND SEDIMENT CONTROL

PART 1 GENERAL

1.01 Description of Work

- A. The Contractor shall provide the labor, tools, equipment and material necessary to furnish and install, in proper operating condition, all temporary erosion and sediment controls in accordance with the plans and as specified herein for the life of the project.
- B. The Contractor shall provide and furnish all material, labor, and equipment necessary to dewater the project site and maintain dry working conditions for all aspects of working, as shown on the Plans, as specified herein, and as ordered by the Engineer or Owner. Work shall include, but not limited to: dewatering of all excavations or foundations as required; dewatering of in-channel construction areas (where required or approved); maintain storm discharges during the project; cleanup; and all other miscellaneous or incidental work required for complete installation for the life of the project. Surface and/or groundwater controls may necessitate the use of temporary diversion ditches, cofferdams and/or dewatering by the use of pumping. Discharge water must filter through an approved erosion control measure prior to leaving the project site or entering another waterway.
- C. Comply with all requirements of the Construction Stormwater General Permit, local jurisdictional or Regulatory Authority, and Owner's requirements for this Project.
- D. Contractor shall follow Stormwater Pollution Prevention Plan and/or guidelines and specific stormwater quality measures established by the Indiana Storm Water Quality Manual latest edition.

1.02 Quality Assurance

- A. Comply with all applicable sections of the WM Specifications.
- B. Store and protect miscellaneous erosion control items at the project sites as required by the manufacturer.

1.03 Submittals

- A. Submit shop drawings for materials, all installation details and recommendations from manufacturer.
- B. Include all performance data such as temporary seed mixtures, strengths for silt fence, silt fence posts, and other material specifications normally available and provided from the manufacturer.

- C. Submit temporary in-channel pump around details including pump data, flow rates, sound attenuation (if required), sediment filtering plan, and velocity dissipation plan.
- D. Contractor shall submit resume of trained individual completing Self-Monitoring Program reports prior to beginning construction.
- E. Contractor shall submit weekly self-monitoring program reports and event inspection reports as required within 24 hours of every ½" rain event. Reports shall comply with Construction Stormwater General Permit (where applicable). Reports shall be submitted with monthly project pay applications. Payment for Temporary Erosion and Sediment Control work will not be approved without submittal of monthly reports.
- F. Upon final completion, Contractor shall provide one hard copy binder and one pdf digital copy of Project Management Log of reports. Retainage shall not be released until Project Management Log of reports has been submitted and reviewed.

1.04 Project Notification

- A. Contractor shall provide Construction sign and notice at a publicly accessible location near the project that displays the following information:
 - 1. A copy of the NOI letter and the NPDES number.
 - 2. Location of the construction plans.
 - 3. Name, company name, telephone number, email address (if applicable) and address of the project site owner.
 - 4. Name of the construction project and an address or general location of the project.
 - 5. Name of the receiving water(s).
 - 6. Contact information (phone and email) of Contractor where questions may be directed.
 - 7. Date the notice was posted.
 - 8. Be legible and on an 8 ½" x 11" sheet at a minimum.
 - 9. Contractor shall be responsible for contacting the local SWCD, MS4 or local jurisdiction, prior to start of construction.

1.05 Project Documentation

- A. Contractor shall maintain a project management log that contains:
 - 1. Location of each activity related to all off-site borrow sites, disposal areas, and staging areas that are off-site and meet criteria noted in Construction Stormwater General Permit.
 - 2. Information related to all project activities including, but not limited to:
 - a. Self-Monitoring Program (SMP) Reports

- 1) SMP Reports must be completed by a trained individual as described in the Construction Stormwater General Permit. Contractor shall retain a copy of the resume of the trained individual completing the reports within the project management log.
 - b. Regulatory Inspections
 - c. Responses to a compliance action or enforcement action.
 - d. Records showing the dates of all Stormwater Pollution Prevention Plan (SWP3) modifications. The records must include the name of the person authorizing each change and send a summary of all changes.
- B. Contractor shall ensure SWP3 and all supporting documentation associated with the SMP and project management log are accessible at the project site office or in the possession of on-site individuals with responsibility for the overall project management or associated with the management and operations of construction activities. All information must be provided to IDEM or the inspecting authority within 48 hours of a request.

PART 2 PRODUCTS

2.01 General

- A. All products shall be in accordance with the AML Standard Specifications, Indiana Storm Water Quality Manual (latest version), INDOT Standard Specifications (latest version), and/or local jurisdictional requirements.

2.02 Erosion Control Blankets

- A. Erosion Control Blankets shall be net-free.

PART 3 EXECUTION

3.01 General Installation

- A. All temporary erosion and sediment controls shall be installed in accordance with the manufacturer's written instructions.
- B. Prior to construction, all erosion control measures shall be installed to control erosion and prevent sediment-laden water from exiting the site. This shall include, but not be limited to, the installations of silt fences, check dams, inlet protection, concrete washout, and all other items that are needed to control sediment from leaving the project site.
- C. The facility shall be inspected no less than once per week and after every rainfall event and shall be maintained on a bi-monthly basis for erosion control measures during construction. Both temporary and final seeding is required. Should any areas outside of the project area remain inactive for a period of 7 days or more,

they shall be seeded with a temporary vegetative cover such as oats, wheat, or rye.

D. Silt fence or any measure that may compromise the existing geotextiles in the embankment shall not be utilized below the normal water level.

E. The following Erosion Control Schedule shall be used for this project:

Erosion Control Schedule		
CONTROL MEASURE	MAINTENANCE	INSTALLATION SEQUENCE
Stone Entrance	Minimum of 1 Entrances shall be Provided per site	Prior to Clearing and Grading
Silt Fence / Filter Sock / Fiber Roll	Weekly, after Storm Events and as Needed	Prior to Clearing and Grading
Existing Inlet/Drain Pipe Protection	Weekly, after Storm Events and As Needed	Prior to Clearing and Grading
Rock and/or Traversable Check Dam	Weekly, after Storm Events and As Needed	Prior to Clearing and Grading
Tree Protection	Weekly, after Storm Events and as Needed	Along with Rough Grading
Temporary Seeding	Water as Needed	After Rough Grading and/or Within 7 Days of Inactivity
Permanent Seeding	Water as Needed	After Finish Grading and/or Within 7 Days of Inactivity
Temporary Erosion Control Matting	Weekly, after Storm Events and as Needed	After Finish Grading, immediately after work within a channel
Permanent Erosion Control Matting	Weekly, after Storm Events and as needed	After Finish Grading, immediately after work within a channel
Inlet Protection	Weekly, after Storm Events and as Needed	Prior to Clearing and Grading for Existing Inlets and After Each New Inlet is Placed
Concrete Washout	Maintain to provide adequate holding and capacity with a minimum freeboard of 12 inches.	Prior to concrete installations
Seed, Sod and Landscape Around Inlets Completed	Water as Needed	After Finish Grading Around Finished Inlets
Removal of Inlet Protection	N/A	After All Areas Draining to These Areas Have 70% Density of Permanent Vegetation or permanent stabilization has been installed.

DS-05-4

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Erosion Control Schedule		
CONTROL MEASURE	MAINTENANCE	INSTALLATION SEQUENCE
Removal of Silt Fence / Fiber Roll / Filter Sock	N/A	After All Areas Draining to These Areas Have 70% Density of Permanent Vegetation or permanent stabilization has been installed.
Removal Rock and/or Traversable Check Dam	N/A	After All Areas Draining to These Areas Have 70% Density of Permanent Vegetation or permanent stabilization has been installed.

PART 4 MEASUREMENT AND PAYMENT

4.01 Bid Schedule Items

Bid Schedule items are listed as follows for this item.

- A. Payment is included in Base Bid. This item cost shall include all labor, materials and equipment to install all erosion control materials and measures as generally shown on the plans and specified here within, in order to prevent sediment transport of disturbed soils from construction activities. Work shall include ongoing maintenance of such facilities, modifications as necessary to protect water resources, weekly inspection reporting, clean-up and all other ancillary work associated with soil erosion control practices, including but not limited to: excavation, compaction, backfill, miscellaneous grading, concrete washout facilities, rock check dams, silt fences, site access, all erosion control facilities associated with access and staging areas, inlet protection, discharge filtering system (where applicable); temporary seeding, removal of items after project completion, and all other ancillary costs.

END OF SECTION

DS-05-5

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SECTION 06

ADA ACCESSIBLE DOCK WITH ADA ACCESSIBLE BOAT LAUNCH SYSTEM

The ADA accessible dock structure shall be constructed of interconnected dock sections. Each section shall be approximately 78 inches by 117 inches. The individual dock section shall consist of decking surface and the float structure, which are to be constructed as a single, integrated component. Each dock section, without additional attachments, shall provide a freeboard of approximately 12.75 inches (in).

Each section shall provide for the support of the dead load plus a specified live load of 62.5 pounds per square foot (lb/ft²).

Dock sections shall be covered by a manufacturer's warranty in the Owner's name for a period of at least 8 years from the date of purchase.

1. The individual dock sections shall be constructed of the following materials and general properties:

(a) Virgin polymer, thermoplastic, rotational molding grade linear low-density polyethylene (LLDPE).

(b) The density of each section shall be approximately 0.932 grams per cubic centimeter (g/cm³) or 0.0338 pounds per cubic inch (lbs/in³), per ASTM 792-00.

(c) The exterior wall of each section shall have a mean exterior material thickness no less than 0.310 inches (in).

The decking surface shall be composed of a textured or "orange peel" surface with a grid pattern for added adhesion during dry conditions. Drainage of the decking surface shall be accomplished through the use of troughs, which shall have a width of no more than 0.5 inches (in) and a depth of no more than 0.5 inches (in). The drainage troughs shall extend over the width of the dock and shall be positioned at intervals of no less than 4.5 inches (in) and no greater than 6.5 inches (in) over the entire length of the deck.

The deck shall have an approximate coefficient of friction equal to 0.35 during dry conditions and 0.61 during wet conditions per ASTM D2394.

2. The properties of the decking surface shall be as follows:

(a) The mean deck thickness shall be no less than 0.315 inches (in).

(b) The deck thickness shall be no less than 0.290 inches (in) at any particular point.

(c) The deck shall resist a punching shear which is no less than 1900 pounds per square inch (lb/in²), per ASTM D-732.

(d) The deck shall resist a minimum impact of 120 foot-pounds (ft-lb) near the center, or at the point where the deck is thinnest, per ASTM D-3029.

(e) The deck shall resist a minimum impact of 150 foot-pounds (ft-lb) within 16 inches (in) of the outside of the dock, per ASTM D-3029.

3. Floating Dock Structure

(a) The dock structure, as a whole, shall consist of the individual sections, which are to be coupled together in the specific configuration detailed in the plans. Any material used in the dock structure shall provide for resistance to rust, corrosion, and the effects of any fuel or gasoline. All material shall be constructed for marine environment and the conditions thereof.

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SAFETY FACT SHEET

The purpose of this fact sheet is to alert contractors, consulting engineers, landowners and the general public to the safety hazards which abandoned mine sites pose. While not intended to be a comprehensive safety manual, this document will provide some general guidelines for working or living near abandoned mines.

Mine Openings

Open mine shafts or other portals to underground mines are a problem commonly found at abandoned sites. In addition to the obvious hazard that an open, vertical shaft presents, seemingly sound shafts may, in fact, contain unstable fill material or be covered by poorly-constructed, deteriorated caps or seals. Such seals can fail without notice and extreme care should be taken to avoid unnecessary ground disturbance around old shafts.

Horizontal shafts, often called drifts or adits, can provide easy access to underground mines and, because there is no vertical drop, may seem harmless. However, abandoned mines frequently contain heavy concentrations of harmful gases and may be severely deficient in oxygen. They may also contain other physical hazards such as flooded rooms or fractured and falling roofs, and may house a variety of vermin.

Mine Gas

Underground mine atmospheres frequently contain explosive or toxic gases such as methane and hydrogen sulfide. These gases can make their way to the surface either through shafts, fissures, or in the case of a very shallow mine, directly through the ground. A mere 5-15 percent concentration of methane escaping to the surface is highly combustible and explosive under certain conditions. Consequently, smoking or use of any open flame near a mine opening of any type must be avoided. While methane is both flammable and an asphyxiant, hydrogen sulfide is poisonous and quite deadly at significantly lower concentrations. For this reason alone, abandoned underground coal mines should never be entered.

Mine Refuse

"Gob" refers to the coarse refuse, usually deposited in large, steep piles, stemming from the coal sorting process. "Slurry" is defined as the fine, silty refuse which remains after the coal washing process is completed. Both types of refuse have the potential to ignite and burn slowly for long periods of time due to their coal content. While some burning refuse areas are easily identified by smoke, ash or burned coal particles, other areas may be burning below the surface and exhibit no visible signs. As a result, extreme caution should be exercised when walking or driving on or near gob piles or slurry impoundments.

Highwalls

Surface mining for coal often results in a final cut pit with steep, sheer walls surrounding a flooded impoundment. These walls pose a unique hazard because of their vertical height above the water level, and because of their erosive nature resulting from their unstable slopes. Drowning has occurred when individuals slipped into the pits and were unable to climb out. In some areas, final cuts do not fill with water, presenting a hazard due to the vertical drop.

Mine Buildings

Many abandoned mines include old machinery, buildings and equipment referred to collectively as the "tipple area". Abandoned mine structures are frequently quite deteriorated and subject to collapse. Coal hoppers, auger pits and underground steam ducts can also be found at most tipple sites and are sometimes obscured by vegetative growth or rubble accumulation, creating a trap-like situation.

Toxic Substances

Industrial chemicals and other harmful substances occasionally have been found at abandoned mine sites. Coal oil, abandoned transformers containing PCB's and asbestos insulation in tipple buildings are not uncommon. Abandoned mine sites also attract illegal dumping of other substances not related to the mining operation, but equally as dangerous. Workers should consider any unknown substance to be potentially harmful until determined to be otherwise.

Safety Precautions

As with any construction site, standard safety precautions required by the Occupational Safety and Health Administration (OSHA) should be strictly followed when performing reclamation work. These include, but are not limited to, wearing hard hats, safety glasses and steel-toed boots. Be aware of any electrical or other cables on site and always take the necessary water safety precautions when working around water impoundments. Always get utility locates before excavating.

The reclamation of abandoned mines sometimes involves the use of chemicals such as alkali materials and chemical grouts. Always follow the directions provided in the Manufacturer's Safety Data Sheet when handling these and other materials.

Finally, abandoned mine reclamation generally requires the use of bulldozers, pan scrapers, large backhoes, heavy-duty trucks and other heavy equipment. Individual pieces must meet all OSHA standards and must never be operated in a negligent or reckless manner. Individuals on the construction site, whether on foot or in a road vehicle, should always give the heavy equipment operator the right-of-way since visibility is often quite limited.



July 20, 2026

INSTRUCTION TO BIDDERS
Confirmation of Wage Determination

This is to advise all bidders that this project will utilize Bipartisan Infrastructure Law (BIL) grant funds and shall require a Wage Determination(s). The applicable Wage Determination(s) for contract DEL2515208029/E008-340 has been provided below. The rate was obtained at least 10 days before the bid date. It has been determined that subsequent revisions to the wage rate provided would not provide bidders with adequate time to prepare their bid. The general decision number, date, and modification number are provided below. Copies of these wage determinations are available on the System for Award Management (SAM) at <https://sam.gov/content/wage-determinations>.

Davis-Bacon Wage

General Decision Number: IN20260006

Modification Number: 3

Modified 7/30/2026

Wage can be found at: [SAM.gov](https://sam.gov)

"General Decision Number: IN20260006 07/30/2026

State: Indiana

Construction Types: Heavy and Highway

Counties: Indiana Counties of
Adams, Allen, Bartholomew, Benton,
Blackford, Boone, Brown, Carroll, Cass,
Clark, Clay, Clinton, Crawford, Daviess,
DeKalb, Dearborn, Decatur, 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

Heavy Construction

Highway Construction

Modification Number	Publication Date
1	01/30/2026
2	05/18/2026
3	07/30/2026

ASBE0008-004 07/01/2017

Rates	Fringes
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 (DEARBORN, FAYETTE, FRANKLIN,	

OHIO, RIPLEY SWITZERLAND AND UNION COUNTIES).....\$ 25.00 13.70

ASBE0008-004 03/01/2025

	Rates	Fringes
ASBESTOS WORKERS/INSULATOR: INCLUDES APPLICATION OF ALL INSULATING MATERIALS, PROTECTIVE COVERINGS, COATINGS & FINISHINGS TO ALL TYPES OF MECHANICAL SYSTEMS (DEARBORN, FAYETTE, FRANKLIN, OHIO, RIPLEY SWITZERLAND AND UNION COUNTIES).....\$ 35.23		22.79

ASBE0017-008 06/01/2025

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (NEWTON COUNTY).....\$ 56.02		37.24
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 (NEWTON COUNTY).....\$ 44.82		34.00

ASBE0018-005 06/01/2017

	Rates	Fringes
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 (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, P.....\$ 23.00		14.40

ASBE0018-005 06/01/2025

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR: INCLUDES APPLICATION OF ALL INSULATING MATERIALS, PROTECTIVE COVERINGS, COATINGS AND FINISHINGS TO ALL TYPES OF MECHANICAL SYSTEMS (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, TI.....\$ 40.20		25.68

ASBE0037-004 06/01/2023

Rates Fringes

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 (DAVIESS, DUBOIS, GIBSON, KNOX, MARTIN, PIKE, POSEY, SPENCER, SULLIVAN, VANDERBURGH AND WARRICK COUNTIES).....\$ 33.44 21.84

ASBE0037-004 04/05/2025

Rates Fringes

ASBESTOS WORKER/HEAT & FROST INSULATOR: INCLUDES APPLICATION OF ALL INSULATING MATERIALS PROTECTIVE COVERINGS, COATINGS AN FINISHES TO ALL TYPES OF MECHANICAL SYSTEMS. ALSO THE APPLICATION OF FIRESTOPPING, MATERIAL OPENINGS AND PENETRATIONS IN WALLS, FLOORS, CEILINGS, CURTAIN WALLS AND ALL LEAD ABATEMENT. (DAVIESS, DUBOIS, GIBSON, KNOX, MARTIN, PIKE, POSEY, SPENCER, SULLIVAN, VANDERBURGH AND WARRICK COUNTIES).....\$ 38.19 23.59

ASBE0041-002 06/01/2024

Rates Fringes

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 (ADAMS, ALLEN, BLACKFORD, DE KALB, GRANT, HUNTINGTON, JAY, MIAMI, NOBLE, STEUBEN, WABASH, WELLS AND WHITLEY COUNTIES:)).....\$ 35.10 19.39

ASBE0041-002 03/01/2025

Rates Fringes

ASBESTOS WORKER/HEAT & FROST INSULATOR: INCLUDES APPLICATION OF ALL INSULATING MATERIALS, PROTECTIVE COVERINGS, COATINGS AND FINISHINGS TO ALL TYPES OF MECHANICAL SYSTEMS (ADAMS, ALLEN, BLACKFORD, DE KALB, GRANT, HUNTINGTON, JAY, MIAMI, NOBLE, STEUBEN, WABASH, WELLS AND WHITLEY COUNTIES:)).....\$ 37.25 19.85

ASBE0051-003 06/01/2017

Rates Fringes

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 (CLARK, CRAWFORD. FLOYD, HARRISON, JACKSON, JEFFERSON, JENNINGS, LAWRENCE, ORANGE, PERRY, SCOTT, AND WASHINGTON COUNTIES).....\$ 19.80 13.30

ASBE0051-003 03/01/2025

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR: INCLUDES APPLICATION OF ALL INSULATING MATERIALS, PROTECTIVE COVERINGS, COATINGS AND FINISHINGS TO ALL TYPES OF MECHANICAL SYSTEMS (CLARK, CRAWFORD. FLOYD, HARRISON, JACKSON, JEFFERSON, JENNINGS, LAWRENCE, ORANGE, PERRY, SCOTT, AND WASHINGTON COUNTIES).....	\$ 30.00	20.89

ASBE0079-002 03/01/2024

	Rates	Fringes
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) (RANDOLPH AND WAYNE COUNTIES)...	\$ 38.56	18.70

ASBE0079-002 07/01/2024

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR: INCLUDES APPLICATION OF ALL INSULATING MATERIALS, PROTECTIVE COVERINGS, COATINGS & FINISHINGS TO ALL TYPES OF MECHANICAL SYSTEMS (RANDOLPH AND WAYNE COUNTIES)....	\$ 38.56	18.70

BRIN0003-001 06/01/2023

	Rates	Fringes
BRICKLAYER, STONE MASON, POINTER, CAULKING (INDIANAPOLIS BOONE, HANCOCK, HENDRICKS, JOHNSON, MARION, MONTGOMERY, MORGAN AND SHELBY COUNTIES).....	\$ 36.24	17.39
TERRAZZO FINISHER (INDIANAPOLIS BOONE, HANCOCK, HENDRICKS, JOHNSON, MARION, MONTGOMERY, MORGAN AND SHELBY COUNTIES).....	\$ 23.38	13.15
TERRAZZO WORKER/SETTER (INDIANAPOLIS BOONE, HANCOCK, HENDRICKS, JOHNSON, MARION, MONTGOMERY, MORGAN AND SHELBY COUNTIES).....	\$ 36.38	17.24
TILE & MARBLE FINISHER (INDIANAPOLIS BOONE, HANCOCK, HENDRICKS, JOHNSON, MARION, MONTGOMERY, MORGAN AND SHELBY COUNTIES).....	\$ 24.33	13.16
TILE, MARBLE SETTER (INDIANAPOLIS BOONE, HANCOCK, HENDRICKS, JOHNSON, MARION, MONTGOMERY, MORGAN AND SHELBY COUNTIES).....	\$ 35.63	17.23

BRIN0004-004 06/01/2024

	Rates	Fringes
BRICKLAYER: STONE MASON, MARBLE MASONS, POINTER, CLEANER, AND CAULKER (FORT WAYNE ADAMS, ALLEN, DEKALB, HUNTINGTON, NOBLE, STEUBEN, WELLS AND WHITLEY COUNTIES:).....	\$ 35.00	21.60

TERRAZZO GRINDER FINISHER (FORT WAYNE ADAMS, ALLEN, DEKALB, HUNTINGTON, NOBLE, STEUBEN, WELLS AND WHITLEY COUNTIES:)	\$ 31.00	17.89
TERRAZZO WORKER MECHANIC (FORT WAYNE ADAMS, ALLEN, DEKALB, HUNTINGTON, NOBLE, STEUBEN, WELLS AND WHITLEY COUNTIES:)	\$ 36.30	22.04
TILE SETTER & MARBLE MASON MECHANIC (FORT WAYNE ADAMS, ALLEN, DEKALB, HUNTINGTON, NOBLE, STEUBEN, WELLS AND WHITLEY COUNTIES:)	\$ 31.55	19.08
TILE, MARBLE & TERRAZZO FINISHER (FORT WAYNE ADAMS, ALLEN, DEKALB, HUNTINGTON, NOBLE, STEUBEN, WELLS AND WHITLEY COUNTIES:)	\$ 31.55	19.08

BRIN0004-005 06/01/2024

	Rates	Fringes
BRICKLAYER (CRAWFORD, DUBOIS, PERRY, POSEY, SPENCER, VANDERBURGH, AND WARRICK COUNTIES)	\$ 35.34	21.72
TILE FINISHER (CRAWFORD, DUBOIS, PERRY, POSEY, SPENCER, VANDERBURGH, AND WARRICK COUNTIES)	\$ 29.08	17.32
TILE SETTER (CRAWFORD, DUBOIS, PERRY, POSEY, SPENCER, VANDERBURGH, AND WARRICK COUNTIES)	\$ 29.08	17.32

BRIN0004-009 06/01/2024

	Rates	Fringes
BRICKLAYER, STONEMASON (BARTHOLOMEW, BROWN, DEARBORN, DECATUR, JENNINGS, MONROE, OHIO, OWENS, RIPLEY AND SWITZERLAND COUNTIES)	\$ 35.21	18.19
TERRAZZO FINISHER (BARTHOLOMEW, BROWN, DEARBORN, DECATUR, JENNINGS, MONROE, OHIO, OWENS, RIPLEY AND SWITZERLAND COUNTIES)	\$ 25.33	14.19
TERRAZZO WORKER/SETTER (BARTHOLOMEW, BROWN, DEARBORN, DECATUR, JENNINGS, MONROE, OHIO, OWENS, RIPLEY AND SWITZERLAND COUNTIES)	\$ 37.97	18.06
TILE & MARBLE FINISHER (BARTHOLOMEW, BROWN, DEARBORN, DECATUR, JENNINGS, MONROE, OHIO, OWENS, RIPLEY AND SWITZERLAND COUNTIES)	\$ 25.33	14.19
TILE, MARBLE SETTER (BARTHOLOMEW, BROWN, DEARBORN, DECATUR, JENNINGS, MONROE, OHIO, OWENS, RIPLEY AND SWITZERLAND COUNTIES)	\$ 37.22	18.05

BRIN0004-010 06/01/2024

	Rates	Fringes
BRICKLAYER: BRICKLAYERS, STONEMASONS AND CEMENT MASONS (CLARK, FLOYD, AND HARRISON COUNTIES)	\$ 33.70	16.57

BRIN0004-015 06/01/2024

	Rates	Fringes
BRICKLAYER: BRICKLAYERS, STONE MASONS AND POINTER/ CLEANER/CAULKER (TERRE HAUTE CLAY, DAVIESS, GIBSON, GREENE, KNOX, MARTIN, PARKE, PIKE, PUTNAM,		

SULLIVAN, VERMILLION AND VIGO COUNTIES).....	\$ 38.16	18.22
BRICKLAYER: CEMENT MASON (REMAINING COUNTIES) (TERRE HAUTE CLAY, DAVIESS, GIBSON, GREENE, KNOX, MARTIN, PARKE, PIKE, PUTNAM, SULLIVAN, VERMILLION AND VIGO COUNTIES).....	\$ 37.16	18.22
BRICKLAYER: TERRAZO FINISHER (TERRE HAUTE CLAY, DAVIESS, GIBSON, GREENE, KNOX, MARTIN, PARKE, PIKE, PUTNAM, SULLIVAN, VERMILLION AND VIGO COUNTIES).....	\$ 25.33	14.19
BRICKLAYER: TERRAZZO WORKER (TERRE HAUTE CLAY, DAVIESS, GIBSON, GREENE, KNOX, MARTIN, PARKE, PIKE, PUTNAM, SULLIVAN, VERMILLION AND VIGO COUNTIES).....	\$ 37.97	18.06
BRICKLAYER: TILE LAYER, MARBLE MASON, MOSAIC WORKER (TERRE HAUTE CLAY, DAVIESS, GIBSON, GREENE, KNOX, MARTIN, PARKE, PIKE, PUTNAM, SULLIVAN, VERMILLION AND VIGO COUNTIES).....	\$ 38.16	18.22

BRIN0004-016 06/01/2024

	Rates	Fringes
BRICKLAYER, STONEMASON, POINTER, CAULKER & CLEANER (MUNCIE BLACKFORD, DELAWARE, FAYETTE, FRANKLIN, HAMILTON, HENRY, JAY, MADISON, RANDOLPH, RUSH, TIPTON, UNION AND WAYNE COUNTIES).....	\$ 35.83	20.89
TERRAZZO FINISHER (MUNCIE BLACKFORD, DELAWARE, FAYETTE, FRANKLIN, HAMILTON, HENRY, JAY, MADISON, RANDOLPH, RUSH, TIPTON, UNION AND WAYNE COUNTIES)...	\$ 25.33	14.19
TERRAZZO WORKER/SETTER (MUNCIE BLACKFORD, DELAWARE, FAYETTE, FRANKLIN, HAMILTON, HENRY, JAY, MADISON, RANDOLPH, RUSH, TIPTON, UNION AND WAYNE COUNTIES).....	\$ 37.97	18.06
TILE & MARBLE FINISHER (MUNCIE BLACKFORD, DELAWARE, FAYETTE, FRANKLIN, HAMILTON, HENRY, JAY, MADISON, RANDOLPH, RUSH, TIPTON, UNION AND WAYNE COUNTIES).....	\$ 25.33	14.19
TILE & MARBLE SETTER; MOSAIC WORKER (MUNCIE BLACKFORD, DELAWARE, FAYETTE, FRANKLIN, HAMILTON, HENRY, JAY, MADISON, RANDOLPH, RUSH, TIPTON, UNION AND WAYNE COUNTIES).....	\$ 35.83	20.89

BRIN0006-001 06/01/2023

	Rates	Fringes
BRICKLAYER: INCLUDING STONEMASON, AND POINTER, CAULKER & CLEANER (JASPER, NEWTON & STARKE COUNTIES).....	\$ 42.05	28.22
TILE, MARBLE & TERRAZZO WORKER (JASPER, NEWTON & STARKE COUNTIES).....	\$ 42.05	28.22

BRIN0011-001 06/01/2023

	Rates	Fringes
BRICKLAYER, STONEMASON, POINTER, CAULKER & CLEANER (LAFAYETTE BENTON, CARROLL, CLINTON, FOUNTAIN, TIPPECANOE, WARREN AND WHITE COUNTIES)....	\$ 33.75	20.12

TERRAZZO FINISHER (LAFAYETTE BENTON, CARROLL, CLINTON, FOUNTAIN, TIPPECANOE, WARREN AND WHITE COUNTIES).....	\$ 23.38	13.15
TERRAZZO WORKER/SETTER (LAFAYETTE BENTON, CARROLL, CLINTON, FOUNTAIN, TIPPECANOE, WARREN AND WHITE COUNTIES).....	\$ 36.38	17.24
TILE & MARBLE FINISHER (LAFAYETTE BENTON, CARROLL, CLINTON, FOUNTAIN, TIPPECANOE, WARREN AND WHITE COUNTIES).....	\$ 24.33	13.16
TILE & MARBLE SETTER; MOSAIC WORKER (LAFAYETTE BENTON, CARROLL, CLINTON, FOUNTAIN, TIPPECANOE, WARREN AND WHITE COUNTIES).....	\$ 35.63	17.23

BRIN0018-002 06/01/2023		
	Rates	Fringes
BRICKLAYER, CAULKER, CLEANER, POINTER (CASS, ELKHART, FULTON, GRANT, HOWARD, KOSCUISKO, LAGRANGE, MARSHALL, MIAMI, PULASKI, WABASH).....	\$ 34.00	19.71

CARP0002-023 04/01/2025		
	Rates	Fringes
CARPENTER (DEARBORN, JACKSON, JENNINGS, OHIO, RIPLEY AND SWITZERLAND COUNTIES).....	\$ 31.09	28.53

CARP0133-001 04/01/2025		
	Rates	Fringes
CARPENTER (BOONE, CLAY, FOUNTAIN, MONROE, MONTGOMERY, MORGAN, OWEN, PARKE, PUTNAM, VERMILLION AND VIGO COUNTIES).....	\$ 34.69	25.59

CARP0133-003 04/01/2025		
	Rates	Fringes
CARPENTER (HAMILTON, HANCOCK, HENDRICKS, JOHNSON (TOWNSHIPS OF CLARK, CAMP ATTERBURY NORTH OF HOSPITAL ROAD, PLEASANT, WHITE RIVER), AND MARION COUNTIES).....	\$ 35.80	25.59

CARP0175-004 04/01/2025		
	Rates	Fringes
CARPENTER (CLARK, FLOYD, HARRISON, JEFFERSON,SCOTT AND WASHINGTON COUNTIES).....	\$ 30.52	29.11

CARP0215-002 04/01/2025		
	Rates	Fringes
CARPENTER (BENTON, CARROLL, CLINTON, PULASKI, TIPPECANOE, WARREN AND WHITE COUNTIES).....	\$ 35.14	25.10

CARP0224-011 04/01/2025

	Rates	Fringes
CARPENTER (CRAWFORD, DUBOIS, PERRY, PIKE, POSEY, SPENCER, VANDERBURGH AND WARRICK COUNTIES:)	\$ 30.59	29.03

CARP0224-012 04/01/2025

	Rates	Fringes
CARPENTER (DAVIESS, GIBSON, GREENE, KNOX, LAWRENCE, MARTIN, ORANGE AND SULLIVAN COUNTIES:)	\$ 30.94	29.08

CARP0232-003 04/01/2025

	Rates	Fringes
CARPENTER (ALLEN, DEKALB, LAGRANGE, NOBLE, STEUBEN AND WHITLEY COUNTIES)	\$ 33.74	25.84

CARP0301-001 04/01/2025

	Rates	Fringes
CARPENTER (BARTHOLOMEW, BROWN,(CAMP ATTERBURY SOUTH OF HOSPITAL ROAD), DECATUR, FRANKLIN, JOHNSON (TOWNSHIPS OF BLUE RIVER, FRANKLIN, HENSLEY, NEEDHAM, NINEVEH, UNION) , RUSH AND SHELBY COUNTIES)	\$ 34.25	25.59

CARP0413-003 04/01/2025

	Rates	Fringes
CARPENTER (ADAMS, CASS, ELKHART, FULTON, GRANT, HOWARD, HUNTINGTON, KOSCIUSKO, MARSHALL, MIAMI, TIPTON, WABASH AND WELLS COUNTIES:)	\$ 34.06	25.67

CARP0999-001 06/01/2025

	Rates	Fringes
CARPENTER (JASPER, NEWTON, AND STARKE COUNTIES)	\$ 45.91	35.90

CARP1016-001 04/01/2025

	Rates	Fringes
CARPENTER (BLACKFORD, DELAWARE, FAYETTE, HENRY, JAY, MADISON, RANDOLPH, UNION AND WAYNE COUNTIES)	\$ 34.55	25.59

CARP1076-004 04/01/2016

	Rates	Fringes
MILLWRIGHT (HAMILTON AND MARION COUNTIES, AND THE FOLLOWING TOWNSHIPS IN JOHNSON COUNTY: CAMP ATTERBURY (NORTH OF HOSPITAL RD.), CLARK, PLEASANT, AND WHITE RIVER)	\$ 26.81	19.28

CARP1076-005 06/01/2025

	Rates	Fringes
MILLWRIGHT (JASPER, NEWTON, PULASKI, AND STARKE COUNTIES).....	\$ 47.92	37.23

CARP1076-006 06/01/2025		
	Rates	Fringes
MILLWRIGHT (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).....	\$ 39.10	26.94

CARP1080-001 04/01/2025		
	Rates	Fringes
MILLWRIGHT: ZONE 1: POSEY, VANDERBURGH AND WARRICK COUNTIES.....	\$ 36.30	28.37
MILLWRIGHT: ZONE 2: GIBSON, GREENE AND SULLIVAN COUNTIES.....	\$ 35.00	29.33

ELEC0016-003 04/01/2023		
	Rates	Fringes
ELECTRICIAN (CRAWFORD, DAVIESS, DUBOIS, GIBSON, LAWRENCE, MARTIN, ORANGE, PERRY, PIKE, POSEY, SPENCER, VANDERBURGH, WARRICK).....	\$ 41.04	18.94

ELEC0016-006 08/31/2024		
	Rates	Fringes
ELECTRICIAN (COMMUNICATION TECHNICIAN ONLY) (CRAWFORD, DAVIESS, DUBOIS, GIBSON, LAWRENCE, MARTIN, ORANGE, PERRY, PIKE, POSEY, SPENCER, VANDERBURGH, WARRICK).....	\$ 33.98	18.04

ELEC0071-006 01/02/2024		
	Rates	Fringes
LINE CONSTRUCTION: EQUIPMENT OPERATOR (DEARBORN, OHIO, AND SWTIZERLAND COUNTIES).....	\$ 39.11	17.13
LINE CONSTRUCTION: GROUNDMAN (DEARBORN, OHIO, AND SWTIZERLAND COUNTIES).....	\$ 25.90	13.97
LINE CONSTRUCTION:: LINEMAN & CABLE SPLICERS (DEARBORN, OHIO, AND SWTIZERLAND COUNTIES).....	\$ 44.52	18.43

ELEC0153-003 06/03/2019		
	Rates	Fringes
COMMUNICATION TECHNICIAN (ELKHART, KOSCIUSKO AND MARSHALL COUNTIES).....	\$ 26.50	18.33

ELEC0153-003 06/01/2025

	Rates	Fringes
ELECTRICIAN (ELKHART, KOSCIUSKO AND MARSHALL COUNTIES).....	\$ 46.00	29.23

ELEC0212-002 11/30/2023

	Rates	Fringes
ELECTRICIAN (COMMUNICATION TECHNICIAN ONLY) (DEARBORN, OHIO, AND SWITZERLAND COUNTIES).....	\$ 27.20	14.54

ELEC0212-009 06/07/2025

	Rates	Fringes
ELECTRICIAN (DEARBORN, OHIO, AND SWITZERLAND COUNTIES).....	\$ 38.05	22.32

ELEC0305-003 12/01/2024

	Rates	Fringes
ELECTRICIAN (ADAMS, ALLEN, DE KALB, HUNTINGTON, LAGRANGE, NOBLE, STEUBEN, WELLS, AND WHITLEY COUNTIES).....	\$ 40.18	23.18

ELEC0305-004 08/31/2024

	Rates	Fringes
ELECTRICIAN (COMMUNICATION TECHNICIAN ONLY) (ADAMS, ALLEN, DE KALB, HUNTINGTON, LAGRANGE, NOBLE, STEUBEN, WELLS, AND WHITLEY COUNTIES).....	\$ 36.00	21.51

ELEC0369-005 05/29/2025

	Rates	Fringes
ELECTRICIAN (CLARK, FLOYD, HARRISON, JACKSON, JEFFERSON, SCOTT, AND WASHINGTON COUNTIES).....	\$ 40.96	22.44

ELEC0481-003 03/31/2025

	Rates	Fringes
ELECTRICIAN (BARTHOLOMEW, BOONE, DECATUR, HAMILTON, HANCOCK, HENDRICKS, JENNINGS, JOHNSON, MADISON, MARION, MONTGOMERY, MORGAN, PUTNAM, RIPLEY, RUSH AND SHELBY COUNTIES).....	\$ 45.45	28.19

ELEC0481-004 01/01/2023

	Rates	Fringes
ELECTRICIAN (COMMUNICATION TECHNICIAN ONLY) (BARTHOLOMEW, BOONE, DECATUR, HAMILTON, HANCOCK, HENDRICKS, JENNINGS, JOHNSON, MADISON, MARION, MONTGOMERY, MORGAN, PUTNAM, RIPLEY, RUSH AND SHELBY COUNTIES).....	\$ 35.76	18.96

ELEC0531-002 05/31/2025
Rates Fringes
ELECTRICIAN (JASPER, PULASKI, AND STARKE COUNTIES)..\$ 49.00 32.89

ELEC0531-003 05/28/2018
Rates Fringes
ELECTRICIAN (COMMUNICATION TECHNICIAN ONLY)
(JASPER, PULASKI, AND STARKE COUNTIES).....\$ 27.64 13.23

ELEC0538-005 06/01/2025
Rates Fringes
ELECTRICIAN (FOUNTAIN, VERMILLION, AND WARREN
COUNTIES).....\$ 41.00 27.36

ELEC0538-009 09/01/2025
Rates Fringes
ELECTRICIAN (COMMUNICATION TECHNICIAN ONLY)
(FOUNTAIN, VERMILLION, AND WARREN COUNTIES).....\$ 40.64 20.46

ELEC0668-001 06/01/2023
Rates Fringes
ELECTRICIAN (COMMUNICATION TECHNICIAN ONLY)
(BENTON, CARROLL, CASS, FULTON, TIPPECANOE AND
WHITE COUNTIES).....\$ 33.02 16.10

ELEC0668-002 06/01/2025
Rates Fringes
ELECTRICIAN (BENTON, CARROLL, CASS, FULTON,
TIPPECANOE AND WHITE COUNTIES) FOOTNOTE: A. PAID
HOLIDAYS: NEW YEARS DAY, MEMORIAL DAY, JULY 4TH,
LABOR DAY, VETERANS DAY THANKSGIVING DAY AND
CHRISTMAS DAY.....\$ 42.00 24.15

ELEC0697-003 08/31/2025
Rates Fringes
ELECTRICIAN (COMMUNICATION TECHNICIAN ONLY) (NEWTON
COUNTY).....\$ 41.50 31.23

ELEC0697-006 06/01/2024
Rates Fringes
ELECTRICIAN (NEWTON COUNTY).....\$ 48.10 31.28

ELEC0702-003 01/02/2025
Rates Fringes

LINE CONSTRUCTION: GROUNDMAN, CLASS A (DUBOIS, GIBSON, PERRY, PIKE, POSEY, SPENCER AND VANDERBURGH COUNTIES).....	\$ 33.96	19.04
LINE CONSTRUCTION: GROUNDMAN-EQUIPMENT OPERATOR (ALL OTHER EQUIPMENT) (DUBOIS, GIBSON, PERRY, PIKE, POSEY, SPENCER AND VANDERBURGH COUNTIES).....	\$ 43.19	21.81
LINE CONSTRUCTION: HEAVY-EQUIPMENT OPERATOR: ALL CRAWLER TYPE EQUIPMENT D-4 AND LARGER) (DUBOIS, GIBSON, PERRY, PIKE, POSEY, SPENCER AND VANDERBURGH COUNTIES).....	\$ 49.30	23.64
LINE CONSTRUCTION: LINEMAN (DUBOIS, GIBSON, PERRY, PIKE, POSEY, SPENCER AND VANDERBURGH COUNTIES).....	\$ 60.15	26.90

ELEC0725-007 06/01/2022

	Rates	Fringes
COMMUNICATION TECHNICIAN (BROWN, CLAY, GREENE, KNOX, MONROE, OWEN, PARKE, SULLIVAN AND VIGO COUNTIES).....	\$ 30.00	18.07

ELEC0725-014 10/01/2024

	Rates	Fringes
ELECTRICIAN (BROWN, CLAY, GREENE, KNOX, MONROW, OWEN, PARKE, SULLIVAN AND VIGO COUNTIES).....	\$ 43.30	25.32

ELEC0855-002 06/01/2025

	Rates	Fringes
ELECTRICIAN (COMMUNICATION TECHNICIAN ONLY) (BLACKFORD, DELAWARE, FAYETTE, FRANKLIN, HENRY, JAY, RANDOLPH, UNION AND WAYNE COUNTIES).....	\$ 39.20	17.95

ELEC0855-004 06/01/2025

	Rates	Fringes
ELECTRICIAN (BLACKFORD, DELAWARE, FAYETTE, FRANKLIN, HENRY, JAY, RANDOLPH, UNION AND WAYNE COUNTIES).....	\$ 40.18	22.15

ELEC0873-001 06/01/2021

	Rates	Fringes
ELECTRICIAN (COMMUNICATION TECHNICIAN ONLY) (CLINTON, GRANT, HOWARD, MIAMI, TIPTON, AND WABASH COUNTIES).....	\$ 30.08	17.23

ELEC0873-002 03/01/2025

	Rates	Fringes
ELECTRICIAN (CLINTON, GRANT, HOWARD, MIAMI, TIPTON AND WABASH COUNTIES:).....	\$ 42.02	23.07

ELEC1393-001 12/02/2025

	Rates	Fringes	
LINE CONSTRUCTION: GROUNDMAN TRUCK DRIVER (REMAINING COUNTIES).....	\$ 31.49	16.93	
LINE CONSTRUCTION:: LINEMAN (REMAINING COUNTIES)....	\$ 50.28		22.38

ENGI0103-003 04/01/2025

	Rates	Fringes	
POWER EQUIPMENT OPERATORS: 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 (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).....	\$ 44.60	23.35	
POWER EQUIPMENT OPERATORS: 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; GUNITE 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 (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).....\$ 42.88	23.35	
POWER EQUIPMENT OPERATORS: 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 (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).....\$ 41.96	23.35	
POWER EQUIPMENT OPERATORS: 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 (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).....\$ 40.46 23.35

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	Rates	Fringes
POWER EQUIPMENT OPERATOR, HEAVY, HIGHWAY AND RAILROAD CONSTRUCTION: 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 (ELKHART, FULTON, JASPER, KOSCIUSKO, LAGRANGE, MARSHALL, NEWTON, NOBLE, PULASKI, AND STARKE COUNTIES).....\$ 34.55 36.65		
POWER EQUIPMENT OPERATOR, HEAVY, HIGHWAY AND RAILROAD CONSTRUCTION: GROUP 5 SKID STEER LOADER UNDER 3/4 CU. YDS (ELKHART, FULTON, JASPER, KOSCIUSKO, LAGRANGE, MARSHALL, NEWTON, NOBLE, PULASKI, AND STARKE COUNTIES).....\$ 24.30		30.85
POWER EQUIPMENT OPERATOR, HEAVY, HIGHWAY AND RAILROAD CONSTRUCTION: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 (ELKHART, FULTON, JASPER, KOSCIUSKO, LAGRANGE, MARSHALL, NEWTON, NOBLE, PULASKI, AND STARKE COUNTIES).....	\$ 35.95	36.65
POWER EQUIPMENT OPERATOR: HEAVY, HIGHWAY AND RAILROAD CONSTRUCTION: 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 (ELKHART, FULTON, JASPER, KOSCIUSKO, LAGRANGE, MARSHALL, NEWTON, NOBLE, PULASKI, AND STARKE COUNTIES).....		
	\$ 38.85	36.65
POWER EQUIPMENT OPERATOR: HEAVY, HIGHWAY AND RAILROAD CONSTRUCTION: 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;
GUNITE 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
(ELKHART, FULTON, JASPER, KOSCIUSKO, LAGRANGE,
MARSHALL, NEWTON, NOBLE, PULASKI, AND STARKE
COUNTIES).....\$ 37.25 36.65

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	Rates	Fringes
POWER EQUIPMENT OPERATOR, UNDERGROUND & UTILITY CONSTRUCTION: 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. (JASPER, NEWTON, PULASKI AND STARKE COUNTIES).....\$ 43.60 45.93		
POWER EQUIPMENT OPERATOR, UNDERGROUND & UTILITY CONSTRUCTION: 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, PILEDIVING 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 L HOURLY RATE FOR EACH MACHINE ATTACHED THERE TO). (JASPER, NEWTON, PULASKI AND STARKE COUNTIES).....\$ 48.70 45.93

POWER EQUIPMENT OPERATOR, UNDERGROUND & UTILITY CONSTRUCTION: GROUP 2 COMBINATION BACKHOE FRONT END LOADER MACHINE WITH LESS THAN 1/2 CU. YD., BACKHOE BUCKET OR WITH ATTACHMENTS, BITUMINOUS MIXER, BITUMINOUS PAVER, BRIDGE DECK FINISHER, CONCRETE MIXER (LESS THAN 27 CU. FT.), COMPRESSOR AND THROTTLE VALVE, COMPRESSOR (COMMON RECEIVER 3), GREASER, HIGHLIFT SHOVELS (UNDER 3 CU. YDS.), JERSEY SPREADER OR BASE PAVER, PAVEMENT BUMP GRINDER (SELF-PROPELLED), ROLLER (ASPHALT, WATERBOUND, MACADAM, BITUMINOUS MACADAM, BRICK SURFACE, SHEEPFOOT ROLLER (SELF- PROPELLED WITH BLADE), SURFACE HEATER AND PLANER, TAMPER (MUTIPLE VIBRATING, ASPHALT WATERBOUND MACADAM, BITUMINOUS MACADAM, BRICK SURFACE), TRACTOR (PUSH), TRACTOR WITH SCOOP, WIDENER, APSCO OR SIMILAR TYPE. (JASPER, NEWTON, PULASKI AND STARKE COUNTIES).....\$ 47.90 45.93

POWER EQUIPMENT OPERATOR, UNDERGROUND & UTILITY CONSTRUCTION: 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. (JASPER, NEWTON, PULASKI AND STARKE COUNTIES).....	\$ 41.40	45.93
POWER EQUIPMENT OPERATOR, UNDERGROUND & UTILITY CONSTRUCTION: 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. (JASPER, NEWTON, PULASKI AND STARKE COUNTIES).....	\$ 35.95	45.93

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	Rates	Fringes
POWER EQUIPMENT OPERATORS: HEAVY AND HIGHWAY CONSTRUCTION: GROUP C- AIR COMPRESSOR, OILER; AUTOMATIC DRY BATCH PLANT; BITUMINOUS DISTRIBUTOR; BITUMINOUS PATCHING TAMPER; BELT SPREADER; BROOM AND BELT MACHINE; BRUSH BURNER; CHAIR CART, SELF-PROPELLED; COLEMAN-TYPE SCREEN; COLD GRINDER OILER; CONCRETE MIXER, LESS THAN 21 CU. FT.; CONVEYOR, PORTABLE; CURB MACHINE; DECKHAND; DIGGER (POST HOLE, POWER-DRIVEN); FARM TRACTOR, INCLUDING FARM TRACTOR WITH ALL ATTACHMENTS (EXCEPT BACKHOE, HI-LIFT ENDLOADERS); FORM GRADER; FORM TAMPER, MOTOR-DRIVEN; GENERATOR; GUNITE MACHINE; HETHERINGTON DRIVER; HYDRA SEEDER; MECHANICAL HEATER; MINOR EQUIPMENT OPERATOR, 1 THROUGH 4 PIECES; CURING SPRAYING MACHINE; POWER SAW, CONCRETE (POWER-DRIVEN); PUG MILL PULL BROOM, POWER TYPE; SEAMAN TILLER; SLURRY SEAL MACHINE; SPIKE MACHINE; STRAW BLOWER OR BRUSH MULCHER; STRIPPING MACHINE (PAINT, MOTOR-DRIVEN); SUB GRADER; THROTTLE VALVE; TRACTAIRE WITH DRILL; TRUCK CRANE AND MULTI-DRILL OILER, DRIVER; SPREADER; WATER PUMP. (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).....	\$ 42.02	19.60
POWER EQUIPMENT OPERATORS:: GROUP A (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) (HEAVY AND HIGHWAY CONSTRUCTION:)......	\$ 46.80	19.60
POWER EQUIPMENT OPERATORS:: GROUP B (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) (HEAVY AND HIGHWAY CONSTRUCTION:)......	\$ 44.15	19.60

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	Rates	Fringes
POWER EQUIPMENT OPERATORS:: GROUP A (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) (SEWER WATERLINE & UTILITY CONSTRUCTION:).\$ 43.43		19.60
POWER EQUIPMENT OPERATORS:: GROUP B (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) (SEWER WATERLINE & UTILITY CONSTRUCTION:).\$ 35.30		19.60

ENGI0841-011 04/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATORS: HEAVY, HIGHWAY AND UTILITY CONSTRUCTION: GROUP 1 (AIR COMPRESSOR OVER 600 CU FT, AIR COMPRESSORS (2), COMPRESSORS HOOKED IN MANIFOLD, ASPHALT PLANT ENGINEER, AUTO GRADE AND/OR C.M.I. OR SIMILAR TYPE MACHINE, AUTO PATROL, MOTOR PATROL, POWER BLADE, ASPCO PAVER, ASPHALT PLANER, ASPHALT ROLLERS, ASPHALT PAVER OPERATOR, CONCRETE OR ASPHALT MILLING MACHINE, SELF PROPELLED WIDENER, BACKHOE AND/OR PAVEMENT BREAKER ATTACHMENT, SELF PROPELLED PAVEMENT BREAKER, BALLAST REGULATOR (R.R), BITUMINOUS MIXER, BITUMINOUS PAVER, BITUMINOUS PLANT ENGINEER, BULK CEMENT PLANT ENGINEER, BULLDOZER, ONE DRUM HOIST WITH TOWER OR BOOM, CABLEWAYS, TOWER MACHINES, BACK FILLER, BOOM TRACTOR, BOOM OR WINCH TRUCK, WINCH OR HYDRAULIC BOOM TRUCK, BORING MACHINE, BOLIER OPERATOR, BRUSH MULCHER, BULL FLOAT, FINISHING MACHINE, POWER CRANES, OVERHEAD CRANES, TRUCK CRANES, PILEDRIVER, SKID OR CRAWLER, GUARD RAIL POST DRIVER, TOWER CRANES, HYDRO CRANE, CHERRY PICKER, DRAGLINES, DERRICKS, SHOVELS, CLAM, GRADALLS, TWO DRUM MACHINE, CONCRETE OR ASPHALT CURB MACHINE, SELF PROPELLED, CONCRETE MIXERS WITH SKID, TOURNAMIXER, CONCRETE PUMP (TRUCK OR SKID MOUNTED), CONCRETE PLANT ENGINEER, SOIL CEMENT MACHINE, FORMLESS PAVER, CONCRETE SPREADER, SPAN SAW (AND SIMILAR TYPES), CHIP SPREADER, MESH PLACER, DREDGING EQUIPMENT OR DREDGE ENGINEER OR DREDGE OPERATOR, TUG BOAT OPERATOR, MARINE SCOOPS, DITCHING MACHINE WITH DUAL ATTACHMENT, STANDARD OR DINKEY LOCOMOTIVES, DRILLING MACHINE, INCLUDING WELL TESTING, CAISSONS, SHAFT OR ANY SIMILAR TYPE DRILLING MACHINE (WELL POINT SYSTEMS), 4 POINT LIFE		

SYSTEM (POWER LIFT OR SIMILAR TYPE), MUD CAT, MUCKING MACHINE, SULL-AIR, MECHANICS, WELDER, HEAD EQUIPMENT GREASER, TOURNAPULL, TRACTOR OPERATING SCOOPS, PUSH TRACTORS, LARGE ROLLERS ON EARTH, LOADERS (TRACK OR RUBBER MOUNTED), OR SIMILAR TYPE MACHINE, LULL, TOURNADOZER, SCOOPMOBILES, ELEVATING MACHINES, POWER BROOM (SELF PROPELLED), POWER SUB GRADER, HYDRA AX, FARM TRACTOR WITH ATTACHMENTS, SOIL STABILIZER (SEAMAN TILLER, BO MAG, RAGO GATOR AND SIMILAR TYPES OF EQUIPMENT), TREE MOVER, STUMP REMOVER, ROOT RAKE, HYDRA SEEDER, STRAW BLOWER, REFRIGERATING MACHINE, FREEZING OPERATOR, CHAIR CART-SELF PROPELLED, HELICOPTER CREW (3), ROSS CARRIER OR STRADDLE BUGGY OR SIMILAR MACHINE, ROCK CRUSHER PLANT, GRAVEL PROCESSING MACHINE, PIPE CLEANING MACHINE, PIPE WRAPPING MACHINE, PIPE BENDING MACHINE, PUG MILL, CONCRETE BUMP GRINDER MACHINE, POWER CURING SPRAY MACHINE, FORKLIFT (EXCEPT WHEN USED FOR LANDSCAPING), SNOOPER TRUCK OPERATOR. (BOONE, CLAY, DAVIESS, FOUNTAIN, GREENE, HENDRICKS, KNOX, MONROE, MONTGOMERY, MORGAN OWEN, PARKE, PUTNAM, SULLIVAN, VERMILLIAN, VIGO, AND WARREN COUNTIES) FOOTNOTES: A. EMPLOYEES OPERATING BOOMS FROM 149FT. TO 199 FT. INCLUDING JIB, SHALL RECECEIVE AN ADDITIONAL SEVENTY-FIVE CENTS (.75) PER HOUR ABOVE THE RATE. EMPLOYEES OPERATING BOOMS OVER 199 FT. INCLUDING JIB, SHALL RECEIVE AN ADDITIONAL ONE DOLLAR AND TWENTY- FIVE CENTS (\$1.25) PER HOUR ABOVE THE REGULAR RATE. B. EMPLOYEES OPERATING SCOOPS, PULLS, OR TRACTORS HOOKED IN TANDEM SHALL RECEIVE AN ADDITIONAL ONE DOLLAR (\$1.00) PER HOUR ABOVE THE REGULAR RATE. C. EMPLOYEES OPERATING SCOOPS, PULLS, OR TRACTORS PULLING ANY OTHER HAULING UNIT IN TANDEM SHALL RECEIVE AN ADDITIONAL ONE DOLLAR (\$1.00) PER HOUR ABOVE THE REGULAR RATE. D. UNDERGROUND WORK - EMPLOYEES WORKING IN TUNNELS, SHAFTS, ETC. SHALL BE PAID A THIRTY PERCENT (30%) PREMIUM ABOVE THE WAGE RATE.....\$ 38.80 27.15 POWER EQUIPMENT OPERATORS: HEAVY, HIGHWAY AND UTILITY CONSTRUCTION: 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). (BOONE, CLAY, DAVIESS, FOUNTAIN, GREENE, HENDRICKS, KNOX, MONROE, MONTGOMERY, MORGAN OWEN, PARKE, PUTNAM, SULLIVAN, VERMILLIAN, VIGO, AND WARREN COUNTIES) FOOTNOTES: A. EMPLOYEES OPERATING BOOMS FROM 149FT. TO 199 FT. INCLUDING JIB, SHALL RECECEIVE AN ADDITIONAL SEVENTY-FIVE CENTS (.75) PER HOUR ABOVE THE RATE. EMPLOYEES OPERATING BOOMS OVER 199 FT. INCLUDING JIB, SHALL RECEIVE AN ADDITIONAL ONE DOLLAR AND TWENTY- FIVE CENTS (\$1.25) PER HOUR ABOVE THE REGULAR RATE. B. EMPLOYEES OPERATING SCOOPS, PULLS, OR TRACTORS HOOKED IN TANDEM SHALL RECEIVE AN ADDITIONAL ONE DOLLAR (\$1.00) PER HOUR ABOVE THE REGULAR RATE. C. EMPLOYEES OPERATING SCOOPS, PULLS, OR TRACTORS PULLING ANY OTHER HAULING UNIT IN TANDEM SHALL RECEIVE AN ADDITIONAL ONE DOLLAR (\$1.00) PER HOUR ABOVE THE REGULAR RATE. D. UNDERGROUND WORK - EMPLOYEES WORKING IN TUNNELS, SHAFTS, ETC. SHALL BE PAID A THIRTY PERCENT (30%) PREMIUM ABOVE THE WAGE RATE.....\$ 32.55 27.15

IRON0022-001 06/01/2025

	Rates	Fringes
IRONWORKER (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, MONTG.....	\$ 38.00	26.39

IRON0044-010 06/01/2025

	Rates	Fringes
IRONWORKERS: FENCE ERECTORS (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)).....\$ 35.88	23.90
IRONWORKERS: ORNAMENTAL (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)).....\$ 37.77	23.90
IRONWORKERS: STRUCTURAL, MACHINERY MOVERS, RIGGERS (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)).....\$ 37.77	23.90

IRON0070-002 06/01/2025

	Rates	Fringes
IRONWORKER (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:)).....\$ 36.17		25.80

IRON0070-016 06/01/2025

	Rates	Fringes
IRONWORKER: REINFORCING (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).....\$ 36.17		25.80

IRON0103-001 04/01/2024

	Rates	Fringes
IRONWORKER (DAVIESS (S 1/2), DUBOIS, GIBSON, KNOX (S 1/2), MARTIN (SW 1/3), PERRY (W 1/4), PIKE, POSEY, SPENCER, VANDERBURGH, AND WARRICK).....\$ 35.34		25.75

IRON0147-004 06/01/2025

	Rates	Fringes
IRONWORKER (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).....\$ 35.40		26.92

IRON0290-004 06/01/2024

	Rates	Fringes
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IRONWORKERS: (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).....\$ 35.39 24.35

IRON0292-005 06/01/2025

	Rates	Fringes
IRONWORKER (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).....	\$ 39.76	25.00

IRON0395-002 06/01/2025

	Rates	Fringes
IRONWORKER (JASPER (NORTHERN 1/2), NEWTON (NORTHERN 1/2), PULASKI (NORTHWESTERN TIP) COUNTIES).....	\$ 47.75	41.28
IRONWORKER: SHEETER (JASPER (NORTHERN 1/2), NEWTON (NORTHERN 1/2), PULASKI (NORTHWESTERN TIP) COUNTIES).....	\$ 48.00	41.28

LABO0041-003 04/01/2025

	Rates	Fringes
LABORERS: HEAVY & HIGHWAY CONSTRUCTION: 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 (NEWTON COUNTY).....	\$ 33.45	27.50
LABORERS: HEAVY & HIGHWAY CONSTRUCTION: GROUP 2 CUTTING TORCH BURNER, LASER BEAM ALIGNER, MANHOLE ERECTOR, SEWER PIPE LAYER, WATER LINE INSTALLER, TEMPORARY OR PERMANENT WELDERS (ELECTRIC OR OXY ACETYLENE) (NEWTON COUNTY).....	\$ 33.75	27.50
LABORERS: HEAVY & HIGHWAY CONSTRUCTION: GROUP 3 AIR TRACK AND WAGON DRILLMAN, DYNAMITE AND POWDER MAN, CONCRETE BARRIER RAIL FORM SETTER, CONCRETE SAW JOINT CONTROL CUTTING (NEWTON COUNTY).....	\$ 34.45	27.50

LABO0041-005 04/01/2025

	Rates	Fringes
LABORERS: UTILITY CONSTRUCTION: GROUP 1 (JASPER & NEWTON COUNTIES) CONSTRUCTION LABORER; FENCE ERECTOR; FLAGGER; GRADE CHECKER; GUARD RAIL ERECTOR; WIRE MESH LAYER; JOINT MAN (MORTAR, MASTIC AND ALL OTHER TYPES); LIGHTING INSTALLER (PERMANENT OR TEMPORARY); LINEMAN FOR AUTOMATIC GRADE MAKER ON PAVING MACHINES; MORTAR MAN; MULTI-PLATE ERECTOR; RIP-RAP INSTALLER (ALL PRODUCTS AND MATERIALS); ROAD MARKING AND DELINEATION LABORER; SETTING AND PLACING OF ALL PRECAST CONCRETE PRODUCTS; SIGN INSTALLATION INCLUDING SUPPORTING STRUCTURE; SPRAYING OF ALL EPOXY, CURING COMPOUND, OR LIKE MATERIAL; SOD LAYER; AIR TOOL, POWER TOOL, AND POWER EQUIPMENT OPERATOR; ASPHALT LUTE MAN; ASPHALT RAKER MAN; BATCH TRUCK DUMPER; BRIDGE HANDRAIL ERECTOR; HANDLER (BULK OR BAG CEMENT); CHAIN SAW MAN; CONCRETE PUDDLER; CONCRETE RUBBER; CONCRETE SAW OPERATOR; CORE DRILL OPERATOR, EYE LEVEL; HAND BLADE OPERATOR; HYDRO SEEDER MAN; MOTOR-DRIVEN GEORGIA BUGGY OPERATOR; POWER-DRIVEN COMPACTOR OR TAMPER OPERATOR; POWER SAW OPERATOR; PUMPCRETE ASSEMBLY MAN; SCREED MAN OR SCREW MAN ON ASPHALT PAVER; REBAR INSTALLER; SANDBLASTER MAN; SEALER APPLICATOR FOR ASPHALT (TOXIC); SETTING AND PLACING PRESTRESSED OR PRECAST CONCRETE STRUCTURAL MEMEBERS; SIDE RAIL SETTER (FOR SIDEWALKS, SIDE DITCHES, RADII, AND PAVEMENTS); SPREADER BOX TENDER (MANUAL OR POWER-DRIVEN); STRAW BLOWER MAN; SUBSURFACE DRAIN AND CULVERT PIPE LAYER; TRANSVERSE AND LONGITUDINAL HAND BULL FLOAT MAN; CONCRETE CONVEYOR ASSEMBLY MAN; HORIZONTAL BORING AND JACKING MAN; JACKMAN AND SHEETMAN; PIPE GRADE MAN; WINCH AND WINDLASS OPERATOR.....	\$ 33.45	27.50
LABORERS: UTILITY CONSTRUCTION: 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 (JASPER & NEWTON COUNTIES).....\$ 33.75 27.50
LABORERS: UTILITY CONSTRUCTION: GROUP 3 AIR TRACK AND WAGON DRILLMAN; CONCRETE BARRIER RAIL FORM SETTER; DYNAMITE AND POWDER MAN; GENERAL LEADMAN; CONCRETE SAW JOINT CONTROL CUTTING (JASPER & NEWTON COUNTIES).....\$ 34.45 27.50

LABO0041-006 04/01/2025

	Rates	Fringes
LABORERS: HEAVY & HIGHWAY CONSTRUCTION: 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 (JASPER & STARKE COUNTIES).....	\$ 30.68	27.50
LABORERS: HEAVY & HIGHWAY CONSTRUCTION: GROUP 2 CUTTING TORCH BURNER, LASER BEAM ALIGNER, MANHOLE ERECTOR, SEWER PIPE LAYER, WATER LINE INSTALLER, TEMPORARY OR PERMANENT WELDERS (ELECTRIC OR OXY ACETYLENE) (JASPER & STARKE COUNTIES).....	\$ 30.98	27.50
LABORERS: HEAVY & HIGHWAY CONSTRUCTION: GROUP 3 AIR TRACK AND WAGON DRILLMAN, DYNAMITE AND POWDER MAN,		

CONCRETE BARRIER RAIL FORM SETTER, CONCRETE SAW
JOINT CONTROL CUTTING (JASPER & STARKE COUNTIES)...\$ 31.6827.50

LABO0081-003 04/01/2025

	Rates	Fringes
LABORERS: UTILITY CONSTRUCTION: GROUP 1		
CONSTRUCTION LABORER; FENCE ERECTOR; FLAGGER; GRADE CHECKER; GUARD RAIL ERECTOR; WIRE MESH LAYER; JOINT MAN (MORTAR, MASTIC AND ALL OTHER TYPES); LIGHTING INSTALLER (PERMANENT OR TEMPORARY); LINEMAN FOR AUTOMATIC GRADE MAKER ON PAVING MACHINES; MORTAR MAN; MULTI-PLATE ERECTOR; RIP-RAP INSTALLER (ALL PRODUCTS AND MATERIALS); ROAD MARKING AND DELINEATION LABORER; SETTING AND PLACING OF ALL PRECAST CONCRETE PRODUCTS; SIGN INSTALLATION INCLUDING SUPPORTING STRUCTURE; SPRAYING OF ALL EPOXY, CURING COMPOUND, OR LIKE MATERIAL; SOD LAYER; AIR TOOL, POWER TOOL, AND POWER EQUIPMENT OPERATOR; ASPHALT LUTE MAN; ASPHALT RAKER MAN; BATCH TRUCK DUMPER; BRIDGE HANDRAIL ERECTOR; HANDLER (BULK OR BAG CEMENT); CHAIN SAW MAN; CONCRETE PUDDLER; CONCRETE RUBBER; CONCRETE SAW OPERATOR; CORE DRILL OPERATOR, EYE LEVEL; HAND BLADE OPERATOR; HYDRO SEEDER MAN; MOTOR-DRIVEN GEORGIA BUGGY OPERATOR; POWER-DRIVEN COMPACTOR OR TAMPER OPERATOR; POWER SAW OPERATOR; PUMPCRETE ASSEMBLY MAN; SCREED MAN OR SCREW MAN ON ASPHALT PAVER; REBAR INSTALLER; SANDBLASTER MAN; SEALER APPLICATOR FOR ASPHALT (TOXIC); SETTING AND PLACING PRESTRESSED OR PRECAST CONCRETE STRUCTURAL MEMEBERS; SIDE RAIL SETTER (FOR SIDEWALKS, SIDE DITCHES, RADII, AND PAVEMENTS); SPREADER BOX TENDER (MANUAL OR POWER-DRIVEN); STRAW BLOWER MAN; SUBSURFACE DRAIN AND CULVERT PIPE LAYER; TRANSVERSE AND LONGITUDINAL HAND BULL FLOAT MAN; CONCRETE CONVEYOR ASSEMBLY MAN; HORIZONTAL BORING AND JACKING MAN; JACKMAN AND SHEETMAN; PIPE GRADE MAN; WINCH AND WINDLASS OPERATOR (STARKE COUNTY).....\$ 30.6827.50		
LABORERS: UTILITY CONSTRUCTION: 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 (STARKE COUNTY).....\$ 30.9827.50		
LABORERS: UTILITY CONSTRUCTION: GROUP 3 AIR TRACK AND WAGON DRILLMAN; CONCRETE BARRIER RAIL FORM SETTER; DYNAMITE AND POWDER MAN; GENERAL LEADMAN; CONCRETE SAW JOINT CONTROL CUTTING (STARKE COUNTY).....\$ 31.6827.50		

LABO0120-003 04/01/2025

Rates Fringes

LABORERS: UTILITY CONSTRUCTION: GROUP 1		
CONSTRUCTION LABORER; FENCE ERECTOR; FLAGGER; GRADE CHECKER; GUARD RAIL ERECTOR; WIRE MESH LAYER; JOINT MAN (MORTAR, MASTIC AND ALL OTHER TYPES); LIGHTING INSTALLER (PERMANENT OR TEMPORARY); LINEMAN FOR AUTOMATIC GRADE MAKER ON PAVING MACHINES; MORTAR MAN; MULTI-PLATE ERECTOR; RIP-RAP INSTALLER (ALL PRODUCTS AND MATERIALS); ROAD MARKING AND DELINEATION LABORER; SETTING AND PLACING OF ALL PRECAST CONCRETE PRODUCTS; SIGN INSTALLATION INCLUDING SUPPORTING STRUCTURE; SPRAYING OF ALL EPOXY, CURING COMPOUND, OR LIKE MATERIAL; SOD LAYER; AIR TOOL, POWER TOOL, AND POWER EQUIPMENT OPERATOR; ASPHALT LUTE MAN; ASPHALT RAKER MAN; BATCH TRUCK DUMPER; BRIDGE HANDRAIL ERECTOR; HANDLER (BULK OR BAG CEMENT); CHAIN SAW MAN; CONCRETE PUDDLER; CONCRETE RUBBER; CONCRETE SAW OPERATOR; CORE DRILL OPERATOR, EYE LEVEL; HAND BLADE OPERATOR; HYDRO SEEDER MAN; MOTOR-DRIVEN GEORGIA BUGGY OPERATOR; POWER-DRIVEN COMPACTOR OR TAMPER OPERATOR; POWER SAW OPERATOR; PUMPCRETE ASSEMBLY MAN; SCREED MAN OR SCREW MAN ON ASPHALT PAVER; REBAR INSTALLER; SANDBLASTER MAN; SEALER APPLICATOR FOR ASPHALT (TOXIC); SETTING AND PLACING PRESTRESSED OR PRECAST CONCRETE STRUCTURAL MEMEBERS; SIDE RAIL SETTER (FOR SIDEWALKS, SIDE DITCHES, RADII, AND PAVEMENTS); SPREADER BOX TENDER (MANUAL OR POWER-DRIVEN); STRAW BLOWER MAN; SUBSURFACE DRAIN AND CULVERT PIPE LAYER; TRANSVERSE AND LONGITUDINAL HAND BULL FLOAT MAN; CONCRETE CONVEYOR ASSEMBLY MAN; HORIZONTAL BORING AND JACKING MAN; JACKMAN AND SHEETMAN; PIPE GRADE MAN; WINCH AND WINDLASS OPERATOR (MARION & SHELBY COUNTIES).....	\$ 30.65	18.00
LABORERS: UTILITY CONSTRUCTION: 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, TVING AND ASSOCIATED GROUTING OF UTILITY LINES (MARION & SHELBY COUNTIES).....		
LABORERS: UTILITY CONSTRUCTION: GROUP 3 AIR TRACK AND WAGON DRILLMAN; CONCRETE BARRIER RAIL FORM SETTER; DYNAMITE AND POWDER MAN; GENERAL LEADMAN; CONCRETE SAW JOINT CONTROL CUTTING; HOD CARRIER (TENDING BRICKLAYERS) (MARION & SHELBY COUNTIES)...	\$ 31.65	18.00

LABO0204-003 04/01/2025

Rates Fringes

LABORERS: UTILITY CONSTRUCTION: GROUP 1
CONSTRUCTION LABORER; FENCE ERECTOR; FLAGGER; GRADE
CHECKER; GUARD RAIL ERECTOR; WIRE MESH LAYER; JOINT

MAN (MORTAR, MASTIC AND ALL OTHER TYPES); LIGHTING INSTALLER (PERMANENT OR TEMPORARY); LINEMAN FOR AUTOMATIC GRADE MAKER ON PAVING MACHINES; MORTAR MAN; MULTI-PLATE ERECTOR; RIP-RAP INSTALLER (ALL PRODUCTS AND MATERIALS); ROAD MARKING AND DELINEATION LABORER; SETTING AND PLACING OF ALL PRECAST CONCRETE PRODUCTS; SIGN INSTALLATION INCLUDING SUPPORTING STRUCTURE; SPRAYING OF ALL EPOXY, CURING COMPOUND, OR LIKE MATERIAL; SOD LAYER; AIR TOOL, POWER TOOL, AND POWER EQUIPMENT OPERATOR; ASPHALT LUTE MAN; ASPHALT RAKER MAN; BATCH TRUCK DUMPER; BRIDGE HANDRAIL ERECTOR; HANDLER (BULK OR BAG CEMENT); CHAIN SAW MAN; CONCRETE PUDDLER; CONCRETE RUBBER; CONCRETE SAW OPERATOR; CORE DRILL OPERATOR, EYE LEVEL; HAND BLADE OPERATOR; HYDRO SEEDER MAN; MOTOR-DRIVEN GEORGIA BUGGY OPERATOR; POWER-DRIVEN COMPACTOR OR TAMPER OPERATOR; POWER SAW OPERATOR; PUMPCRETE ASSEMBLY MAN; SCREED MAN OR SCREW MAN ON ASPHALT PAVER; REBAR INSTALLER; SANDBLASTER MAN; SEALER APPLICATOR FOR ASPHALT (TOXIC); SETTING AND PLACING PRESTRESSED OR PRECAST CONCRETE STRUCTURAL MEMEBERS; SIDE RAIL SETTER (FOR SIDEWALKS, SIDE DITCHES, RADII, AND PAVEMENTS); SPREADER BOX TENDER (MANUAL OR POWER-DRIVEN); STRAW BLOWER MAN; SUBSURFACE DRAIN AND CULVERT PIPE LAYER; TRANSVERSE AND LONGITUDINAL HAND BULL FLOAT MAN; CONCRETE CONVEYOR ASSEMBLY MAN; HORIZONTAL BORING AND JACKING MAN; JACKMAN AND SHEETMAN; PIPE GRADE MAN; WINCH AND WINDLASS OPERATOR (CLAY, FOUNTAIN, GREENE, HENDRICKS, OWEN, PARKE, PUTNAM, SULLIVAN, VERMILLION, VIGO, & WARREN COUNTIES).....\$ 30.65	18.00
LABORERS: UTILITY CONSTRUCTION: 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, TVING AND ASSOCIATED GROUTING OF UTILITY LINES (CLAY, FOUNTAIN, GREENE, HENDRICKS, OWEN, PARKE, PUTNAM, SULLIVAN, VERMILLION, VIGO, & WARREN COUNTIES).....\$ 31.15	18.00
LABORERS: UTILITY CONSTRUCTION: GROUP 3 AIR TRACK AND WAGON DRILLMAN; CONCRETE BARRIER RAIL FORM SETTER; DYNAMITE AND POWDER MAN; GENERAL LEADMAN; HOD CARRIER (TENDING BRICKLAYERS); CONCRETE SAW JOINT CONTROL CUTTING (CLAY, FOUNTAIN, GREENE, HENDRICKS, OWEN, PARKE, PUTNAM, SULLIVAN, VERMILLION, VIGO, & WARREN COUNTIES).....\$ 31.65	18.00

LABO0213-003 04/01/2025

	Rates	Fringes
LABORERS: UTILITY CONSTRUCTION: GROUP 1 CONSTRUCTION LABORER; FENCE ERECTOR; FLAGGER; GRADE CHECKER; GUARD RAIL ERECTOR; WIRE MESH LAYER; JOINT		

MAN (MORTAR, MASTIC AND ALL OTHER TYPES); LIGHTING
INSTALLER (PERMANENT OR TEMPORARY); LINEMAN FOR
AUTOMATIC GRADE MAKER ON PAVING MACHINES; MORTAR
MAN; MULTI-PLATE ERECTOR; RIP-RAP INSTALLER (ALL
PRODUCTS AND MATERIALS); ROAD MARKING AND
DELINEATION LABORER; SETTING AND PLACING OF ALL
PRECAST CONCRETE PRODUCTS; SIGN INSTALLATION
INCLUDING SUPPORTING STRUCTURE; SPRAYING OF ALL
EPOXY, CURING COMPOUND, OR LIKE MATERIAL; SOD
LAYER; AIR TOOL, POWER TOOL, AND POWER EQUIPMENT
OPERATOR; ASPHALT LUTE MAN; ASPHALT RAKER MAN;
BATCH TRUCK DUMPER; BRIDGE HANDRAIL ERECTOR;
HANDLER (BULK OR BAG CEMENT); CHAIN SAW MAN;
CONCRETE PUDDLER; CONCRETE RUBBER; CONCRETE SAW
OPERATOR; CORE DRILL OPERATOR, EYE LEVEL; HAND
BLADE OPERATOR; HYDRO SEEDER MAN; MOTOR-DRIVEN
GEORGIA BUGGY OPERATOR; POWER-DRIVEN COMPACTOR OR
TAMPER OPERATOR; POWER SAW OPERATOR; PUMPCRETE
ASSEMBLY MAN; SCREED MAN OR SCREW MAN ON ASPHALT
PAVER; REBAR INSTALLER; SANDBLASTER MAN; SEALER
APPLICATOR FOR ASPHALT (TOXIC); SETTING AND PLACING
PRESTRESSED OR PRECAST CONCRETE STRUCTURAL
MEMEBERS; SIDE RAIL SETTER (FOR SIDEWALKS, SIDE
DITCHES, RADII, AND PAVEMENTS); SPREADER BOX TENDER
(MANUAL OR POWER-DRIVEN); STRAW BLOWER MAN;
SUBSURFACE DRAIN AND CULVERT PIPE LAYER; TRANSVERSE
AND LONGITUDINAL HAND BULL FLOAT MAN; CONCRETE
CONVEYOR ASSEMBLY MAN; HORIZONTAL BORING AND
JACKING MAN; JACKMAN AND SHEETMAN; PIPE GRADE MAN;
WINCH AND WINDLASS OPERATOR (ADAMS, ALLEN, DEKALB,
HUNTINGTON, NOBLE, STEUBEN, WABASH, WELLS, &
WHITLEY COUNTIES).....\$ 30.65 18.00
LABORERS: UTILITY CONSTRUCTION: 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, TVING
AND ASSOCIATED GROUTING OF UTILITY LINES (ADAMS,
ALLEN, DEKALB, HUNTINGTON, NOBLE, STEUBEN, WABASH,
WELLS, & WHITLEY COUNTIES).....\$ 31.15 18.00
LABORERS: UTILITY CONSTRUCTION: GROUP 3 AIR TRACK
AND WAGON DRILLMAN; CONCRETE BARRIER RAIL FORM
SETTER; DYNAMITE AND POWDER MAN; GENERAL LEADMAN;
HOD CARRIER (TENDING BRICKLAYERS); CONCRETE SAW
JOINT CONTROL CUTTING (ADAMS, ALLEN, DEKALB,
HUNTINGTON, NOBLE, STEUBEN, WABASH, WELLS, &
WHITLEY COUNTIES).....\$ 31.65 18.00

LABO0274-005 04/01/2025

	Rates	Fringes
LABORERS: UTILITY CONSTRUCTION: GROUP 1		
CONSTRUCTION LABORER; FENCE ERECTOR; FLAGGER; GRADE		
CHECKER; GUARD RAIL ERECTOR; WIRE MESH LAYER; JOINT		

MAN (MORTAR, MASTIC AND ALL OTHER TYPES); LIGHTING INSTALLER (PERMANENT OR TEMPORARY); LINEMAN FOR AUTOMATIC GRADE MAKER ON PAVING MACHINES; MORTAR MAN; MULTI-PLATE ERECTOR; RIP-RAP INSTALLER (ALL PRODUCTS AND MATERIALS); ROAD MARKING AND DELINEATION LABORER; SETTING AND PLACING OF ALL PRECAST CONCRETE PRODUCTS; SIGN INSTALLATION INCLUDING SUPPORTING STRUCTURE; SPRAYING OF ALL EPOXY, CURING COMPOUND, OR LIKE MATERIAL; SOD LAYER; AIR TOOL, POWER TOOL, AND POWER EQUIPMENT OPERATOR; ASPHALT LUTE MAN; ASPHALT RAKER MAN; BATCH TRUCK DUMPER; BRIDGE HANDRAIL ERECTOR; HANDLER (BULK OR BAG CEMENT); CHAIN SAW MAN; CONCRETE PUDDLER; CONCRETE RUBBER; CONCRETE SAW OPERATOR; CORE DRILL OPERATOR, EYE LEVEL; HAND BLADE OPERATOR; HYDRO SEEDER MAN; MOTOR-DRIVEN GEORGIA BUGGY OPERATOR; POWER-DRIVEN COMPACTOR OR TAMPER OPERATOR; POWER SAW OPERATOR; PUMPCRETE ASSEMBLY MAN; SCREED MAN OR SCREW MAN ON ASPHALT PAVER; REBAR INSTALLER; SANDBLASTER MAN; SEALER APPLICATOR FOR ASPHALT (TOXIC); SETTING AND PLACING PRESTRESSED OR PRECAST CONCRETE STRUCTURAL MEMEBERS; SIDE RAIL SETTER (FOR SIDEWALKS, SIDE DITCHES, RADII, AND PAVEMENTS); SPREADER BOX TENDER (MANUAL OR POWER-DRIVEN); STRAW BLOWER MAN; SUBSURFACE DRAIN AND CULVERT PIPE LAYER; TRANSVERSE AND LONGITUDINAL HAND BULL FLOAT MAN; CONCRETE CONVEYOR ASSEMBLY MAN; HORIZONTAL BORING AND JACKING MAN; JACKMAN AND SHEETMAN; PIPE GRADE MAN; WINCH AND WINDLASS OPERATOR (BENTON, BOONE, CARROLL, CASS, CLINTON, FULTON, HOWARD, MIAMI, MONTGOMERY, PULASKI, TIPPECANOE, TIPTON, AND WHITE COUNTIES).....\$ 30.65 18.00	
LABORERS: UTILITY CONSTRUCTION: 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, TVING AND ASSOCIATED GROUTING OF UTILITY LINES (BENTON, BOONE, CARROLL, CASS, CLINTON, FULTON, HOWARD, MIAMI, MONTGOMERY, PULASKI, TIPPECANOE, TIPTON, AND WHITE COUNTIES).....\$ 31.15 18.00	
LABORERS: UTILITY CONSTRUCTION: GROUP 3 AIR TRACK AND WAGON DRILLMAN; CONCRETE BARRIER RAIL FORM SETTER; DYNAMITE AND POWDER MAN; GENERAL LEADMAN; HOD CARRIER (TENDING BRICKLAYERS); CONCRETE SAW JOINT CONTROL CUTTING (BENTON, BOONE, CARROLL, CASS, CLINTON, FULTON, HOWARD, MIAMI, MONTGOMERY, PULASKI, TIPPECANOE, TIPTON, AND WHITE COUNTIES)....\$ 31.65 18.00	

CONSTRUCTION LABORER; FENCE ERECTOR; FLAGGER; GRADE CHECKER; GUARD RAIL ERECTOR; WIRE MESH LAYER; JOINT MAN (MORTAR, MASTIC AND ALL OTHER TYPES); LIGHTING INSTALLER (PERMANENT OR TEMPORARY); LINEMAN FOR AUTOMATIC GRADE MAKER ON PAVING MACHINES; MORTAR MAN; MULTI-PLATE ERECTOR; RIP-RAP INSTALLER (ALL PRODUCTS AND MATERIALS); ROAD MARKING AND DELINEATION LABORER; SETTING AND PLACING OF ALL PRECAST CONCRETE PRODUCTS; SIGN INSTALLATION INCLUDING SUPPORTING STRUCTURE; SPRAYING OF ALL EPOXY, CURING COMPOUND, OR LIKE MATERIAL; SOD LAYER; AIR TOOL, POWER TOOL, AND POWER EQUIPMENT OPERATOR; ASPHALT LUTE MAN; ASPHALT RAKER MAN; BATCH TRUCK DUMPER; BRIDGE HANDRAIL ERECTOR; HANDLER (BULK OR BAG CEMENT); CHAIN SAW MAN; CONCRETE PUDDLER; CONCRETE RUBBER; CONCRETE SAW OPERATOR; CORE DRILL OPERATOR, EYE LEVEL; HAND BLADE OPERATOR; HYDRO SEEDER MAN; MOTOR-DRIVEN GEORGIA BUGGY OPERATOR; POWER-DRIVEN COMPACTOR OR TAMPER OPERATOR; POWER SAW OPERATOR; PUMPCRETE ASSEMBLY MAN; SCREED MAN OR SCREW MAN ON ASPHALT PAVER; REBAR INSTALLER; SANDBLASTER MAN; SEALER APPLICATOR FOR ASPHALT (TOXIC); SETTING AND PLACING PRESTRESSED OR PRECAST CONCRETE STRUCTURAL MEMEBERS; SIDE RAIL SETTER (FOR SIDEWALKS, SIDE DITCHES, RADII, AND PAVEMENTS); SPREADER BOX TENDER (MANUAL OR POWER-DRIVEN); STRAW BLOWER MAN; SUBSURFACE DRAIN AND CULVERT PIPE LAYER; TRANSVERSE AND LONGITUDINAL HAND BULL FLOAT MAN; CONCRETE CONVEYOR ASSEMBLY MAN; HORIZONTAL BORING AND JACKING MAN; JACKMAN AND SHEETMAN; PIPE GRADE MAN; WINCH AND WINDLASS OPERATOR (DAVIESS, DUBOIS, GIBSON, KNOX, PIKE, POSEY, SPENCER, VANDERBURGH, & WARRICK COUNTIES).....\$ 30.65	18.00
LABORERS: UTILITY CONSTRUCTION: 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 (DAVIESS, DUBOIS, GIBSON, KNOX, PIKE, POSEY, SPENCER, VANDERBURGH, & WARRICK COUNTIES).....\$ 31.15	18.00
LABORERS: UTILITY CONSTRUCTION: GROUP 3 AIR TRACK AND WAGON DRILLMAN; CONCRETE BARRIER RAIL FORM SETTER; DYNAMITE AND POWDER MAN; GENERAL LEADMAN; CONCRETE SAW JOINT CONTROL CUTTING (DAVIESS, DUBOIS, GIBSON, KNOX, PIKE, POSEY, SPENCER, VANDERBURGH, & WARRICK COUNTIES).....\$ 31.65	18.00

LABO0645-005 04/01/2025

Rates

Fringes

LABORERS: UTILITY CONSTRUCTION: GROUP 1

CONSTRUCTION LABORER; FENCE ERECTOR; FLAGGER; GRADE CHECKER; GUARD RAIL ERECTOR; WIRE MESH LAYER; JOINT MAN (MORTAR, MASTIC AND ALL OTHER TYPES); LIGHTING INSTALLER (PERMANENT OR TEMPORARY); LINEMAN FOR AUTOMATIC GRADE MAKER ON PAVING MACHINES; MORTAR MAN; MULTI-PLATE ERECTOR; RIP-RAP INSTALLER (ALL PRODUCTS AND MATERIALS); ROAD MARKING AND DELINEATION LABORER; SETTING AND PLACING OF ALL PRECAST CONCRETE PRODUCTS; SIGN INSTALLATION INCLUDING SUPPORTING STRUCTURE; SPRAYING OF ALL EPOXY, CURING COMPOUND, OR LIKE MATERIAL; SOD LAYER; AIR TOOL, POWER TOOL, AND POWER EQUIPMENT OPERATOR; ASPHALT LUTE MAN; ASPHALT RAKER MAN; BATCH TRUCK DUMPER; BRIDGE HANDRAIL ERECTOR; HANDLER (BULK OR BAG CEMENT); CHAIN SAW MAN; CONCRETE PUDDLER; CONCRETE RUBBER; CONCRETE SAW OPERATOR; CORE DRILL OPERATOR, EYE LEVEL; HAND BLADE OPERATOR; HYDRO SEEDER MAN; MOTOR-DRIVEN GEORGIA BUGGY OPERATOR; POWER-DRIVEN COMPACTOR OR TAMPER OPERATOR; POWER SAW OPERATOR; PUMPCRETE ASSEMBLY MAN; SCREED MAN OR SCREW MAN ON ASPHALT PAVER; REBAR INSTALLER; SANDBLASTER MAN; SEALER APPLICATOR FOR ASPHALT (TOXIC); SETTING AND PLACING PRESTRESSED OR PRECAST CONCRETE STRUCTURAL MEMEBERS; SIDE RAIL SETTER (FOR SIDEWALKS, SIDE DITCHES, RADII, AND PAVEMENTS); SPREADER BOX TENDER (MANUAL OR POWER-DRIVEN); STRAW BLOWER MAN; SUBSURFACE DRAIN AND CULVERT PIPE LAYER; TRANSVERSE AND LONGITUDINAL HAND BULL FLOAT MAN; CONCRETE CONVEYOR ASSEMBLY MAN; HORIZONTAL BORING AND JACKING MAN; JACKMAN AND SHEETMAN; PIPE GRADE MAN; WINCH AND WINDLASS OPERATOR (ELKHART COUNTY).....\$ 30.65	18.00
LABORERS: UTILITY CONSTRUCTION: 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 (ELKHART COUNTY).....\$ 31.15	18.00
LABORERS: UTILITY CONSTRUCTION: GROUP 3 AIR TRACK AND WAGON DRILLMAN; CONCRETE BARRIER RAIL FORM SETTER; DYNAMITE AND POWDER MAN; GENERAL LEADMAN; CONCRETE SAW JOINT CONTROL CUTTING (ELKHART COUNTY).....\$ 31.65	18.00

LABO0645-006 04/01/2025

	Rates	Fringes
LABORERS: UTILITY CONSTRUCTION: GROUP 1		
CONSTRUCTION LABORER; FENCE ERECTOR; FLAGGER; GRADE CHECKER; GUARD RAIL ERECTOR; WIRE MESH LAYER; JOINT MAN (MORTAR, MASTIC AND ALL OTHER TYPES); LIGHTING INSTALLER (PERMANENT OR TEMPORARY); LINEMAN FOR AUTOMATIC GRADE MAKER ON PAVING MACHINES; MORTAR		

MAN; MULTI-PLATE ERECTOR; RIP-RAP INSTALLER (ALL PRODUCTS AND MATERIALS); ROAD MARKING AND DELINEATION LABORER; SETTING AND PLACING OF ALL PRECAST CONCRETE PRODUCTS; SIGN INSTALLATION INCLUDING SUPPORTING STRUCTURE; SPRAYING OF ALL EPOXY, CURING COMPOUND, OR LIKE MATERIAL; SOD LAYER; AIR TOOL, POWER TOOL, AND POWER EQUIPMENT OPERATOR; ASPHALT LUTE MAN; ASPHALT RAKER MAN; BATCH TRUCK DUMPER; BRIDGE HANDRAIL ERECTOR; HANDLER (BULK OR BAG CEMENT); CHAIN SAW MAN; CONCRETE PUDDLER; CONCRETE RUBBER; CONCRETE SAW OPERATOR; CORE DRILL OPERATOR, EYE LEVEL; HAND BLADE OPERATOR; HYDRO SEEDER MAN; MOTOR-DRIVEN GEORGIA BUGGY OPERATOR; POWER-DRIVEN COMPACTOR OR TAMPER OPERATOR; POWER SAW OPERATOR; PUMPCRETE ASSEMBLY MAN; SCREED MAN OR SCREW MAN ON ASPHALT PAVER; REBAR INSTALLER; SANDBLASTER MAN; SEALER APPLICATOR FOR ASPHALT (TOXIC); SETTING AND PLACING PRESTRESSED OR PRECAST CONCRETE STRUCTURAL MEMEBERS; SIDE RAIL SETTER (FOR SIDEWALKS, SIDE DITCHES, RADII, AND PAVEMENTS); SPREADER BOX TENDER (MANUAL OR POWER-DRIVEN); STRAW BLOWER MAN; SUBSURFACE DRAIN AND CULVERT PIPE LAYER; TRANSVERSE AND LONGITUDINAL HAND BULL FLOAT MAN; CONCRETE CONVEYOR ASSEMBLY MAN; HORIZONTAL BORING AND JACKING MAN; JACKMAN AND SHEETMAN; PIPE GRADE MAN; WINCH AND WINDLASS OPERATOR (KOSCIUSKO, LAGRANGE, & MARSHALL COUNTIES).....\$ 30.65 18.00
LABORERS: UTILITY CONSTRUCTION: 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 (KOSCIUSKO, LAGRANGE, & MARSHALL COUNTIES).....\$ 31.15 18.22
LABORERS: UTILITY CONSTRUCTION: GROUP 3 AIR TRACK AND WAGON DRILLMAN; CONCRETE BARRIER RAIL FORM SETTER; DYNAMITE AND POWDER MAN; GENERAL LEADMAN; CONCRETE SAW JOINT CONTROL CUTTING (KOSCIUSKO, LAGRANGE, & MARSHALL COUNTIES).....\$ 31.65 18.00

LABO0741-007 04/01/2025

	Rates	Fringes
LABORERS: UTILITY CONSTRUCTION: GROUP 1		
CONSTRUCTION LABORER; FENCE ERECTOR; FLAGGER; GRADE CHECKER; GUARD RAIL ERECTOR; WIRE MESH LAYER; JOINT MAN (MORTAR, MASTIC AND ALL OTHER TYPES); LIGHTING INSTALLER (PERMANENT OR TEMPORARY); LINEMAN FOR AUTOMATIC GRADE MAKER ON PAVING MACHINES; MORTAR MAN; MULTI-PLATE ERECTOR; RIP-RAP INSTALLER (ALL PRODUCTS AND MATERIALS); ROAD MARKING AND DELINEATION LABORER; SETTING AND PLACING OF ALL		

PRECAST CONCRETE PRODUCTS; SIGN INSTALLATION INCLUDING SUPPORTING STRUCTURE; SPRAYING OF ALL EPOXY, CURING COMPOUND, OR LIKE MATERIAL; SOD LAYER; AIR TOOL, POWER TOOL, AND POWER EQUIPMENT OPERATOR; ASPHALT LUTE MAN; ASPHALT RAKER MAN; BATCH TRUCK DUMPER; BRIDGE HANDRAIL ERECTOR; HANDLER (BULK OR BAG CEMENT); CHAIN SAW MAN; CONCRETE PUDDLER; CONCRETE RUBBER; CONCRETE SAW OPERATOR; CORE DRILL OPERATOR, EYE LEVEL; HAND BLADE OPERATOR; HYDRO SEEDER MAN; MOTOR-DRIVEN GEORGIA BUGGY OPERATOR; POWER-DRIVEN COMPACTOR OR TAMPER OPERATOR; POWER SAW OPERATOR; PUMPCRETE ASSEMBLY MAN; SCREED MAN OR SCREW MAN ON ASPHALT PAVER; REBAR INSTALLER; SANDBLASTER MAN; SEALER APPLICATOR FOR ASPHALT (TOXIC); SETTING AND PLACING PRESTRESSED OR PRECAST CONCRETE STRUCTURAL MEMEBERS; SIDE RAIL SETTER (FOR SIDEWALKS, SIDE DITCHES, RADII, AND PAVEMENTS); SPREADER BOX TENDER (MANUAL OR POWER-DRIVEN); STRAW BLOWER MAN; SUBSURFACE DRAIN AND CULVERT PIPE LAYER; TRANSVERSE AND LONGITUDINAL HAND BULL FLOAT MAN; CONCRETE CONVEYOR ASSEMBLY MAN; HORIZONTAL BORING AND JACKING MAN; JACKMAN AND SHEETMAN; PIPE GRADE MAN; WINCH AND WINDLASS OPERATOR (BARTHOLOMEW, BROWN, DEARBORN, DECATUR, FRANKLIN, JACKSON, JENNINGS, JOHNSON, LAWRENCE, MARTIN, MONROE, MORGAN, OHIO, ORANGE & RIPLEY COUNTIES).....\$ 30.65			18.00
LABORERS: UTILITY CONSTRUCTION: 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, TVING AND ASSOCIATED GROUTING OF UTILITY LINES (BARTHOLOMEW, BROWN, DEARBORN, DECATUR, FRANKLIN, JACKSON, JENNINGS, JOHNSON, LAWRENCE, MARTIN, MONROE, MORGAN, OHIO, ORANGE & RIPLEY COUNTIES).....\$ 31.15			18.00
LABORERS: UTILITY CONSTRUCTION: GROUP 3 AIR TRACK AND WAGON DRILLMAN; CONCRETE BARRIER RAIL FORM SETTER; DYNAMITE AND POWDER MAN; GENERAL LEADMAN; HOD CARRIER (TENDING BRICKLAYERS); CONCRETE SAW JOINT CONTROL CUTTING (BARTHOLOMEW, BROWN, DEARBORN, DECATUR, FRANKLIN, JACKSON, JENNINGS, JOHNSON, LAWRENCE, MARTIN, MONROE, MORGAN, OHIO, ORANGE & RIPLEY COUNTIES).....\$ 31.65			18.00

LABO0795-004 04/01/2025

	Rates	Fringes
LABORERS: UTILITY CONSTRUCTION: GROUP 1		
CONSTRUCTION LABORER; FENCE ERECTOR; FLAGGER; GRADE CHECKER; GUARD RAIL ERECTOR; WIRE MESH LAYER; JOINT MAN (MORTAR, MASTIC AND ALL OTHER TYPES); LIGHTING INSTALLER (PERMANENT OR TEMPORARY); LINEMAN FOR AUTOMATIC GRADE MAKER ON PAVING MACHINES; MORTAR		

MAN; MULTI-PLATE ERECTOR; RIP-RAP INSTALLER (ALL PRODUCTS AND MATERIALS); ROAD MARKING AND DELINEATION LABORER; SETTING AND PLACING OF ALL PRECAST CONCRETE PRODUCTS; SIGN INSTALLATION INCLUDING SUPPORTING STRUCTURE; SPRAYING OF ALL EPOXY, CURING COMPOUND, OR LIKE MATERIAL; SOD LAYER; AIR TOOL, POWER TOOL, AND POWER EQUIPMENT OPERATOR; ASPHALT LUTE MAN; ASPHALT RAKER MAN; BATCH TRUCK DUMPER; BRIDGE HANDRAIL ERECTOR; HANDLER (BULK OR BAG CEMENT); CHAIN SAW MAN; CONCRETE PUDDLER; CONCRETE RUBBER; CONCRETE SAW OPERATOR; CORE DRILL OPERATOR, EYE LEVEL; HAND BLADE OPERATOR; HYDRO SEEDER MAN; MOTOR-DRIVEN GEORGIA BUGGY OPERATOR; POWER-DRIVEN COMPACTOR OR TAMPER OPERATOR; POWER SAW OPERATOR; PUMPCRETE ASSEMBLY MAN; SCREED MAN OR SCREW MAN ON ASPHALT PAVER; REBAR INSTALLER; SANDBLASTER MAN; SEALER APPLICATOR FOR ASPHALT (TOXIC); SETTING AND PLACING PRESTRESSED OR PRECAST CONCRETE STRUCTURAL MEMEBERS; SIDE RAIL SETTER (FOR SIDEWALKS, SIDE DITCHES, RADII, AND PAVEMENTS); SPREADER BOX TENDER (MANUAL OR POWER-DRIVEN); STRAW BLOWER MAN; SUBSURFACE DRAIN AND CULVERT PIPE LAYER; TRANSVERSE AND LONGITUDINAL HAND BULL FLOAT MAN; CONCRETE CONVEYOR ASSEMBLY MAN; HORIZONTAL BORING AND JACKING MAN; JACKMAN AND SHEETMAN; PIPE GRADE MAN; WINCH AND WINDLASS OPERATOR (CLARK, CRAWFORD, FLOYD, HARRISON, JEFFERSON, PERRY, SCOTT, SWITZERLAND, & WASHINGTON COUNTIES).....	\$ 30.65	18.00
LABORERS: UTILITY CONSTRUCTION: 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 (CLARK, CRAWFORD, FLOYD, HARRISON, JEFFERSON, PERRY, SCOTT, SWITZERLAND, & WASHINGTON COUNTIES).....	\$ 31.15	18.00
LABORERS: UTILITY CONSTRUCTION: GROUP 3 AIR TRACK AND WAGON DRILLMAN; CONCRETE BARRIER RAIL FORM SETTER; DYNAMITE AND POWDER MAN; GENERAL LEADMAN; CONCRETE SAW JOINT CONTROL CUTTING (CLARK, CRAWFORD, FLOYD, HARRISON, JEFFERSON, PERRY, SCOTT, SWITZERLAND, & WASHINGTON COUNTIES).....	\$ 31.65	18.00

LABO0999-001 04/01/2023

	Rates	Fringes
LABORERS: HEAVY AND HIGHWAY CONSTRUCTION: GROUP 1 CONSTRUCTION LABORER; FENCE ERECTOR; FLAGGER; GRADE CHECKER; GUARD RAIL ERECTOR; WIRE MESH LAYER; JOINT MAN (MORTAR, MASTIC AND ALL OTHER TYPES); LIGHTING INSTALLER (PERMANENT OR TEMPORARY); LINEMAN FOR AUTOMATIC GRADE MAKER ON PAVING MACHINES; MORTAR		

MAN; MULTI-PLATE ERECTOR; RIP-RAP INSTALLER (ALL PRODUCTS AND MATERIALS); ROAD MARKING AND DELINEATION LABORER; SETTING AND PLACING OF ALL PRECAST CONCRETE PRODUCTS; SIGN INSTALLATION INCLUDING SUPPORTING STRUCTURE; SPRAYING OF ALL EPOXY, CURING COMPOUND, OR LIKE MATERIAL; SOD LAYER; AIR TOOL, POWER TOOL, AND POWER EQUIPMENT OPERATOR; ASPHALT LUTE MAN; ASPHALT RAKER MAN; BATCH TRUCK DUMPER; BRIDGE HANDRAIL ERECTOR; HANDLER (BULK OR BAG CEMENT); CHAIN SAW MAN; CONCRETE PUDDLER; CONCRETE RUBBER; CONCRETE SAW OPERATOR; CORE DRILL OPERATOR, EYE LEVEL; HAND BLADE OPERATOR; HYDRO SEEDER MAN; MOTOR-DRIVEN GEORGIA BUGGY OPERATOR; POWER-DRIVEN COMPACTOR OR TAMPER OPERATOR; POWER SAW OPERATOR; PUMPCRETE ASSEMBLY MAN; SCREED MAN OR SCREW MAN ON ASPHALT PAVER; REBAR INSTALLER; SANDBLASTER MAN; SEALER APPLICATOR FOR ASPHALT (TOXIC); SETTING AND PLACING PRESTRESSED OR PRECAST CONCRETE STRUCTURAL MEMEBERS; SIDE RAIL SETTER (FOR SIDEWALKS, SIDE DITCHES, RADII, AND PAVEMENTS); SPREADER BOX TENDER (MANUAL OR POWER-DRIVEN); STRAW BLOWER MAN; SUBSURFACE DRAIN AND CULVERT PIPE LAYER; TRANSVERSE AND LONGITUDINAL HAND BULL FLOAT MAN; CONCRETE CONVEYOR ASSEMBLY MAN; HORIZONTAL BORING AND JACKING MAN; JACKMAN AND SHEETMAN; PIPE GRADE MAN; WINCH AND WINDLASS OPERATOR (ALL COUNTIES EXCEPT: JASPER, NEWTON, & STARKE).....\$ 28.50 17.72
LABORERS: HEAVY AND HIGHWAY CONSTRUCTION: 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, TVING AND ASSOCIATED GROUTING OF UTILITY LINES (ALL COUNTIES EXCEPT: JASPER, NEWTON, & STARKE).....\$ 29.00 17.72
LABORERS: HEAVY AND HIGHWAY CONSTRUCTION: GROUP 3 AIR TRACK AND WAGON DRILLMAN; CONCRETE BARRIER RAIL FORM SETTER; DYNAMITE AND POWDER MAN; GENERAL LEADMAN; HOD CARRIER (TENDING BRICKLAYERS); CONCRETE SAW JOINT CONTROL CUTTING (ALL COUNTIES EXCEPT: JASPER, NEWTON, & STARKE).....\$ 29.50 17.72

LABO1112-003 04/01/2025

	Rates	Fringes
LABORERS: UTILITY CONSTRUCTION: 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, TVING AND ASSOCIATED GROUTING OF UTILITY LINES (BLACKFORD, DELAWARE, FAYETTE, GRANT, HAMILTON, HANCOCK, HENRY, JAY, MADISON, RANDOLPH, RUSH, UNION & WAYNE		

COUNTIES).....\$ 31.15	18.00
LABORERS: UTILITY CONSTRCTION: GROUP 1 CONSTRUCTION	
LABORER; FENCE ERECTOR; FLAGGER; GRADE CHECKER;	
GUARD RAIL ERECTOR; WIRE MESH LAYER; JOINT MAN	
(MORTAR, MASTIC AND ALL OTHER TYPES); LIGHTING	
INSTALLER (PERMANENT OR TEMPORARY); LINEMAN FOR	
AUTOMATIC GRADE MAKER ON PAVING MACHINES; MORTAR	
MAN; MULTI-PLATE ERECTOR; RIP-RAP INSTALLER (ALL	
PRODUCTS AND MATERIALS); ROAD MARKING AND	
DELINEATION LABORER; SETTING AND PLACING OF ALL	
PRECAST CONCRETE PRODUCTS; SIGN INSTALLATION	
INCLUDING SUPPORTING STRUCTURE; SPRAYING OF ALL	
EPOXY, CURING COMPOUND, OR LIKE MATERIAL; SOD	
LAYER; AIR TOOL, POWER TOOL, AND POWER EQUIPMENT	
OPERATOR; ASPHALT LUTE MAN; ASPHALT RAKER MAN;	
BATCH TRUCK DUMPER; BRIDGE HANDRAIL ERECTOR;	
HANDLER (BULK OR BAG CEMENT); CHAIN SAW MAN;	
CONCRETE PUDDLER; CONCRETE RUBBER; CONCRETE SAW	
OPERATOR; CORE DRILL OPERATOR, EYE LEVEL; HAND	
BLADE OPERATOR; HYDRO SEEDER MAN; MOTOR-DRIVEN	
GEORGIA BUGGY OPERATOR; POWER-DRIVEN COMPACTOR OR	
TAMPER OPERATOR; POWER SAW OPERATOR; PUMPCRETE	
ASSEMBLY MAN; SCREED MAN OR SCREW MAN ON ASPHALT	
PAVER; REBAR INSTALLER; SANDBLASTER MAN; SEALER	
APPLICATOR FOR ASPHALT (TOXIC); SETTING AND PLACING	
PRESTRESSED OR PRECAST CONCRETE STRUCTURAL	
MEMEBERS; SIDE RAIL SETTER (FOR SIDEWALKS, SIDE	
DITCHES, RADII, AND PAVEMENTS); SPREADER BOX TENDER	
(MANUAL OR POWER-DRIVEN); STRAW BLOWER MAN;	
SUBSURFACE DRAIN AND CULVERT PIPE LAYER; TRANSVERSE	
AND LONGITUDINAL HAND BULL FLOAT MAN; CONCRETE	
CONVEYOR ASSEMBLY MAN; HORIZONTAL BORING AND	
JACKING MAN; JACKMAN AND SHEETMAN; PIPE GRADE MAN;	
WINCH AND WINDLASS OPERATOR (BLACKFORD, DELAWARE,	
FAYETTE, GRANT, HAMILTON, HANCOCK, HENRY, JAY,	
MADISON, RANDOLPH, RUSH, UNION & WAYNE COUNTIES)....\$ 30.65	18.22
LABORERS: UTILITY CONSTRUCTION: GROUP 3 AIR TRACK	
AND WAGON DRILLMAN; CONCRETE BARRIER RAIL FORM	
SETTER; DYNAMITE AND POWDER MAN; HOD CARRIER	
(TENDING BRICKLAYERS); GENERAL LEADMAN; CONCRETE	
SAW JOINT CONTROL CUTTING (BLACKFORD, DELAWARE,	
FAYETTE, GRANT, HAMILTON, HANCOCK, HENRY, JAY,	
MADISON, RANDOLPH, RUSH, UNION & WAYNE COUNTIES)....\$ 31.65	18.00

PAIN0012-006 05/01/2024

	Rates	Fringes
PAINTER: BRIDGES, LEAD ABATEMENT (COMMERCIAL AND INDUSTRIAL) (DEARBORN, OHIO, RIPLEY AND SWITZERLAND COUNTIES).....\$ 31.68		14.46
PAINTER: BRUSH & ROLLER, PAPERHANGER, DRYWALL TAPING (COMMERCIAL AND INDUSTRIAL) (DEARBORN, OHIO, RIPLEY AND SWITZERLAND COUNTIES).....\$ 30.34		14.46
PAINTER: SANDBLASTING, WATERBLASTING (COMMERCIAL		

AND INDUSTRIAL) (DEARBORN, OHIO, RIPLEY AND SWITZERLAND COUNTIES).....	\$ 31.68	14.46	
PAINTER: SPRAY (COMMERCIAL AND INDUSTRIAL) (DEARBORN, OHIO, RIPLEY AND SWITZERLAND COUNTIES)...	\$ 28.79		14.46

PAIN0027-005 06/01/2025

	Rates	Fringes	
GLAZIER (NEWTON COUNTY, WEST OF HIGHWAY #41).....	\$ 53.55		44.88

PAIN0047-005 06/01/2024

	Rates	Fringes	
PAINTER BRUSH, ROLLER (NON-BRIDGE WORK).....	\$ 31.02		16.89
PAINTER SPRAY AND SAND-BLASTING (NON-BRIDGE WORK)...	\$ 30.52		15.89

PAIN0080-001 06/01/2025

	Rates	Fringes	
PAINTER: BRUSH AND ROLLER (BENTON, CARROLL, CASS, CLINTON, FOUNTAIN, MONTGOMERY TIPPECANOE AND WARREN COUNTIES).....	\$ 31.15	18.76	
PAINTER: SPRAY AND SANDBLASTING (BENTON, CARROLL, CASS, CLINTON, FOUNTAIN, MONTGOMERY TIPPECANOE AND WARREN COUNTIES).....	\$ 32.10	18.76	

PAIN0091-007 06/01/2025

	Rates	Fringes	
PAINTER: BRUSH & ROLLER, DRYWALL TAPING & FINISHING, VINYL/PAPER HANGING (ELKHART, FULTON, KOSCIUSKO AND MARSHALL COUNTIES).....	\$ 32.50		19.86
PAINTER: SPRAY (ELKHART, FULTON, KOSCIUSKO AND MARSHALL COUNTIES).....	\$ 33.00		19.86

PAIN0118-005 06/01/2025

	Rates	Fringes	
PAINTERS: BRUSH, ROLLER & PAPERHANGER (HIGHWAY CONSTRUCTION & RAILROAD BRIDGES) (CLARK, CRAWFORD, FLOYD, HARRISON JEFFERSON, SCOTT AND WASHINGTON COUNTIES).....	\$ 37.42		15.99
PAINTERS: SPRAY, SANDBLAST & WATERBLAST (HIGHWAY CONSTRUCTION & RAILROAD BRIDGES) (CLARK, CRAWFORD, FLOYD, HARRISON JEFFERSON, SCOTT AND WASHINGTON COUNTIES).....	\$ 37.42		15.99

PAIN0156-001 04/01/2025

	Rates	Fringes	
PAINTERS: BRUSH & ROLLER (DAVIESS, DUBOIS, GIBZSON, KNOX, PERRY, PIKE, POSSEY, SPENCER, VANDERBURGH, AND WARRICK COUNTIES) FOOTNOTE A: ALL STRUCTURES OVER 40FT? \$0.75/ HOUR ABOVE BASE WAGE			

ALL STRUCTURES OVER 75FT? \$1.50/ HOUR ABOVE BASE WAGE		
ALL STRUCTURES OVER 100FT? \$2.50/ HOUR ABOVE BASE WAGE.....	\$ 31.12	21.20
PAINTERS: BRUSH & ROLLER OF MASTICS, CREOSOTES, KEWINCH KOATE, & COAL TAR EPOXY (DAVIESS, DUBOIS, GIBZSON, KNOX, PERRY, PIKE, POSSEY, SPENCER, VANDERBURGH, AND WARRICK COUNTIES) FOOTNOTE A:		
ALL STRUCTURES OVER 40FT? \$0.75/ HOUR ABOVE BASE WAGE		
ALL STRUCTURES OVER 75FT? \$1.50/ HOUR ABOVE BASE WAGE		
ALL STRUCTURES OVER 100FT? \$2.50/ HOUR ABOVE BASE WAGE.....	\$ 31.12	21.20
PAINTERS: DRYWALL FINISHERS (DAVIESS, DUBOIS, GIBZSON, KNOX, PERRY, PIKE, POSSEY, SPENCER, VANDERBURGH, AND WARRICK COUNTIES) FOOTNOTE A:		
ALL STRUCTURES OVER 40FT? \$0.75/ HOUR ABOVE BASE WAGE		
ALL STRUCTURES OVER 75FT? \$1.50/ HOUR ABOVE BASE WAGE		
ALL STRUCTURES OVER 100FT? \$2.50/ HOUR ABOVE BASE WAGE.....	\$ 31.87	21.20
PAINTERS:: SPRAY OF MASTICS CREOSOTES, KWINCH KOATE, COAL TAR EPOXY (DAVIESS, DUBOIS, GIBZSON, KNOX, PERRY, PIKE, POSSEY, SPENCER, VANDERBURGH, AND WARRICK COUNTIES) FOOTNOTE A: ALL		
STRUCTURES OVER 40FT? \$0.75/ HOUR ABOVE BASE WAGE		
ALL STRUCTURES OVER 75FT? \$1.50/ HOUR ABOVE BASE WAGE		
ALL STRUCTURES OVER 100FT? \$2.50/ HOUR ABOVE BASE WAGE.....	\$ 32.12	21.20
PAINTERS:: SPRAY, SANDBLAST, POWER TOOLS, WATERBLAST & STEAM CLEANING (DAVIESS, DUBOIS, GIBZSON, KNOX, PERRY, PIKE, POSSEY, SPENCER, VANDERBURGH, AND WARRICK COUNTIES) FOOTNOTE A:		
ALL STRUCTURES OVER 40FT? \$0.75/ HOUR ABOVE BASE WAGE		
ALL STRUCTURES OVER 75FT? \$1.50/ HOUR ABOVE BASE WAGE		
ALL STRUCTURES OVER 100FT? \$2.50/ HOUR ABOVE BASE WAGE.....	\$ 32.12	21.20

PAIN0197-001 06/01/2025

	Rates	Fringes
PAINTERS: BRUSH & ROLLER (CLAY, GREENE, OWEN, PARKE, PUTNAM, SULLIVAN, VERMILLION AND VIGO COUNTIES) 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.....	\$ 31.20	15.55
PAINTERS: SANDBLASTING (CLAY, GREENE, OWEN, PARKE, PUTNAM, SULLIVAN, VERMILLION AND VIGO COUNTIES) 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.....	\$ 34.20	15.55
PAINTERS: SPRAY & POT MAN (CLAY, GREENE, OWEN, PARKE, PUTNAM, SULLIVAN, VERMILLION AND VIGO COUNTIES) 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.....	\$ 32.20	15.55
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PAIN0387-004 11/01/2023

	Rates	Fringes
GLAZIER (DEARBORN, FRANKLIN, OHIO, RIPLEY, AND SWITZERLAND COUNTIES).....	\$ 31.95	17.75

PAIN0460-004 06/01/2025

	Rates	Fringes
PAINTERS: BRUSH & ROLLER (BUILDING) (JASPER, NEWTON, PULASKI, STARKE AND WHITE COUNTIES).....	\$ 41.00	31.26
PAINTERS: BRUSH AND ROLLER (HEAVY AND HIGHWAY) (JASPER, NEWTON, PULASKI, STARKE AND WHITE COUNTIES).....	\$ 41.00	31.26
PAINTERS: DRYWALL TAPING & FINISHING (JASPER, NEWTON, PULASKI, STARKE AND WHITE COUNTIES).....	\$ 41.80	31.26

PAIN0469-002 06/01/2025

	Rates	Fringes
PAINTERS: BRUSH, ROLLER, PAPERHANGER, & DRYWALL FINISHING (ADAMS, ALLEN, DEKALB, GRANT, HUNTINGTON, LAGRANGE, NOBLE, STEUBEN, WABASH, WELLS, AND WHITLEY COUNTIES).....	\$ 27.04	16.27
PAINTERS: LEAD ABATEMENT (ADAMS, ALLEN, DEKALB, GRANT, HUNTINGTON, LAGRANGE, NOBLE, STEUBEN, WABASH, WELLS, AND WHITLEY COUNTIES).....	\$ 32.24	16.27
PAINTERS: SPRAY & SANDBLAST POT TENDERS AND GROUND PERSONNEL (ADAMS, ALLEN, DEKALB, GRANT, HUNTINGTON, LAGRANGE, NOBLE, STEUBEN, WABASH, WELLS, AND WHITLEY COUNTIES).....	\$ 27.04	16.27
PAINTERS: SPRAY, SANDBLAST, POWER TOOLS, WATERBLAST, & STEAM CLEANING (ADAMS, ALLEN, DEKALB, GRANT, HUNTINGTON, LAGRANGE, NOBLE, STEUBEN, WABASH, WELLS, AND WHITLEY COUNTIES).....	\$ 27.04	16.27

PAIN0669-001 05/01/2024

	Rates	Fringes
PAINTERS: BRUSH; ROLLER; PAPERHANGING; DRYWALL FINISHERS (BLACKFORD, DELAWARE, FAYETTE, FRANKLIN, HENRY, HOWARD, JAY, MADISON, MIAMI, RANDOLPH, RUSH, TIPTON, UNION AND WAYNE COUNTIES).....	\$ 25.10	16.39
PAINTERS: SPRAY/WATERBLASTING; SANDBLASTING (BLACKFORD, DELAWARE, FAYETTE, FRANKLIN, HENRY, HOWARD, JAY, MADISON, MIAMI, RANDOLPH, RUSH, TIPTON, UNION AND WAYNE COUNTIES).....	\$ 26.10	16.39

PAIN1165-014 07/01/2025

Rates	Fringes
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GLAZIER (CLARK, CRAWFORD, DAVIESS, DUBOIS, FLOYD, GIBSON, HARRISION, JEFFERSON, KNOX, MARTIN, ORANGE, PERRY, PIKE, POSEY, SCOTT, SPENCER, VANDERBURGH, WARRICK AND WASHINGTON).....\$ 35.13 19.57

PAIN1165-017 07/01/2025

	Rates	Fringes
GLAZIER (ADAMS, ALLEN, BLACKFORD, DE KALB, GRANT, HUNTINGTON, JAY, NOBLE, STEUBEN, WABASH, WELLS AND WHITLEY COUNTIES).....	\$ 29.50	19.02

PAIN1165-018 07/01/2025

	Rates	Fringes
GLAZIER (JASPER AND NEWTON (EAST OF HIGHWAY #41) COUNTIES).....	\$ 44.09	30.73

PAIN1165-019 07/01/2025

	Rates	Fringes
GLAZIER (ELKHART, FULTON, KOSCIUSKO, LAGRANGE, MARSHALL, PULASKI, AND STARKE COUNTY).....	\$ 34.22	24.67

PAIN1165-022 01/01/2025

	Rates	Fringes
GLAZIER (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).....	\$ 36.03	20.55

PLAS0075-001 06/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (CLAY, OWEN, PARKE, PUTNAM, VERMILLION AND VIGO COUNTIES:).....	\$ 25.75	13.50

PLAS0075-002 06/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (GREENE AND SULLIVAN COUNTIES).....	\$ 28.50	13.50

PLAS0101-001 06/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (ELKHART, FULTON AND MARSHALL COUNTIES; PULASKI COUNTY (SOUTHERN 1/2))...	\$ 31.50	14.30

PLAS0101-008 06/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (ADAMS, ALLEN, DEKALB, HUNTINGTON, KOSCIUSKO, LAGRANGE, NOBLE, STEUBEN, WELLS AND WHITLEY COUNTIES).....	\$ 23.38	11.94
PLASTERER (ADAMS, ALLEN, DEKALB, HUNTINGTON, KOSCIUSKO, LAGRANGE, NOBLE, STEUBEN, WELLS AND WHITLEY COUNTIES).....	\$ 25.69	11.75

PLAS0438-003 06/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (PULASKI (NOTHERN 2/3), JASPER (N. EASTERN PORTION OF WEST TO BUT NOT INCLUDING WHEATFIELD), ALL OF STARKE COUNTY).....	\$ 36.01	25.40

PLAS0692-002 06/01/2025

	Rates	Fringes
PLASTERER: 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).....	\$ 31.50	18.32

PLAS0692-008 05/01/2025

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER: AREA #821 (BARTHOLOMEW, BROWN, CLARK, DEARBORN, FLOYD, JACKSON, JEFFERSON, JENNINGS, LAWRENCE, OHIO, ORANGE, RIPLEY, SCOTT, SHELBY, SWITZERLAND, AND WASHINGTON COUNTIES).....	\$ 30.02	18.20

PLAS0692-009 04/01/2025

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER: AREA #83 (BLACKFORD, DELAWARE, GRANT, HAMILTON (NORTHERN PART), HANCOCK (NORTHERN PART), JAY, MADISON, TIPTON, AND WABASH COUNTIES).....	\$ 32.55	22.04

PLAS0692-009 06/01/2025

	Rates	Fringes
PLASTERER: AREA #83 (BLACKFORD, DELAWARE, GRANT, HAMILTON (NORTHERN PART), HANCOCK (NORTHERN PART), JAY, MADISON, TIPTON, AND WABASH COUNTIES).....	\$ 30.60	17.19

PLAS0692-011 04/01/2025

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER: AREA #83 (DECATUR, FAYETTE, FRANKLIN, HENRY, RANDOLPH, RUSH, UNION AND WAYNE COUNTIES).....	\$ 32.55	22.04

PLAS0692-011 06/01/2025

	Rates	Fringes
PLASTERER: AREA #83 (DECATUR, FAYETTE, FRANKLIN, HENRY, RANDOLPH, RUSH, UNION AND WAYNE COUNTIES)....	\$ 30.60	17.19

PLAS0692-015 06/01/2024

	Rates	Fringes
PLASTERER: AREA #121 (BENTON, CARROLL, CASS, CLINTON, FOUNTAIN, HOWARD, MIAMI, MONTGOMERY, TIPPECANOE, WARREN, WHITE AND VERMILLION (NORTHERN PART) COUNTIES).....	\$ 33.76	20.05

PLAS0692-015 06/01/2025

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER: AREA #121 (BENTON, CARROLL, CASS, CLINTON, FOUNTAIN, HOWARD, MIAMI, MONTGOMERY, TIPPECANOE, WARREN, WHITE AND VERMILLION (NORTHERN PART) COUNTIES).....	\$ 33.50	21.95

PLAS0692-018 06/01/2025

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER: AREA #165 (NEWTON COUNTIES).....	\$ 41.24	24.55

PLAS0692-022 06/01/2025

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER: AREA #406 (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).....	\$ 43.72	35.59

PLAS0692-023 06/01/2025

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER: 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).....	\$ 35.00	20.61

PLAS0692-027 04/01/2025

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER: AREA #566 (CRAWFORD, DAVIESS, DUBOIS, GIBSON, HARRISON, KNOX, MARTIN, PERRY, PIKE, POSEY, SPENCER, VANDERBURGH AND WARRICK COUNTIES).....	\$ 32.50	20.77

PLUM0136-003 04/01/2025

	Rates	Fringes
PLUMBERS AND PIPEFITTERS (BROWN, DAVIESS, DUBOIS, GIBSON, JACKSON, LAWRENCE, MARTIN, MONROE, ORANGE, OWEN, PERRY, PIKE, POSEY, SPENCER, VANDERBURGH, WARRICK, AND WASHINGTON COUNTIES).....	\$ 46.42	21.33

PLUM0157-002 07/01/2025

	Rates	Fringes
PLUMBERS AND PIPEFITTERS (BENTON, CARROLL, CLINTON, FOUNTAIN, MONTGOMERY, TIPPECANOE, WARREN AND WHITE COUNTIES).....	\$ 46.65	23.45

PLUM0166-001 06/01/2025

	Rates	Fringes
PLUMBER AND STEAMFITTER (ADAMS, ALLEN, BLACKFORD, DE KALB, GRANT, HUNTINGTON, NOBLE, STEUBEN, WABASH, WELLS, AND WHITLEY COUNTIES).....	\$ 45.06	23.16

PLUM0166-002 06/01/2025

	Rates	Fringes
PLUMBER (ELKHART, KOSCIUSKO, AND LAGRANGE COUNTIES).....	\$ 45.06	23.16

PLUM0172-001 06/01/2025

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER (JASPER (S OF THE N. SIDE OF THE CITY OF RENSSELEAR), MARSHALL, PULASKI AND STARKE COUNTIES).....	\$ 44.93	23.03

PLUM0210-003 06/01/2025

	Rates	Fringes
PLUMBER (JASPER (TO THE CITY OF RENSSELAER) AND NEWTON COUNTIES).....	\$ 49.77	28.56

PLUM0392-006 06/01/2024

	Rates	Fringes
PLUMBERS AND PIPEFITTERS (DEARBORN, OHIO, RIPLEY, AND SWITZERLAND COUNTIES).....	\$ 40.70	29.52

PLUM0440-002 06/04/2025

	Rates	Fringes
PLUMBERS AND PIPEFITTERS (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).....	\$ 50.05	20.39

PLUM0440-004 06/01/2025

	Rates	Fringes
PLUMBER AND STEAMFITTER (FAYETTE, FRANKLIN, HENRY, RANDOLPH, RUSH, UNION AND WAYNE COUNTIES).....	\$ 50.05	20.39

PLUM0502-001 08/01/2016

	Rates	Fringes
PLUMBER/PIPEFITTER (CLARK, FLOYD AND HARRISON COUNTIES).....	\$ 32.00	20.13

PLUM0597-004 06/01/2018

	Rates	Fringes
PIPEFITTER (JASPER (EXCLUDING THE CITY LIMITS OF RENSSELEAR), AND NEWTON (ENTIRE COUNTY)).....	\$ 48.50	31.12

ROOF0023-004 06/01/2024

	Rates	Fringes
ROOFER: COMPOSITION (ADAMS, ALLEN, DEKALB, ELKHART, FULTON, HUNTINGTON, KOSCIUSKO, LAGRANGE, MARSHALL, MIAMI, NOBLE, PULASKI, STARKE, STEUBEN, WABASH, WELLS, AND WHITLEY COUNTIES).....	\$ 34.55	21.04
ROOFER: SLATE & TILE (ADAMS, ALLEN, DEKALB, ELKHART, FULTON, HUNTINGTON, KOSCIUSKO, LAGRANGE, MARSHALL, MIAMI, NOBLE, PULASKI, STARKE, STEUBEN, WABASH, WELLS, AND WHITLEY COUNTIES).....	\$ 36.05	21.04

ROOF0026-002 06/01/2023

	Rates	Fringes
ROOFER (JASPER AND NEWTON COUNTIES).....	\$ 42.50	25.76

ROOF0042-002 08/01/2024

	Rates	Fringes
ROOFER (DEARBORN, OHIO AND RIPLEY COUNTIES).....	\$ 33.00	19.51

ROOF0075-001 05/01/2024

	Rates	Fringes
ROOFER: COMPOSITION (FAYETTE, RANDOLPH, UNION, AND WAYNE COUNTIES).....	\$ 28.73	20.81
ROOFER: SLATE & TILE (FAYETTE, RANDOLPH, UNION, AND		

WAYNE COUNTIES).....\$ 28.95 20.81

ROOF0075-002 05/01/2021

	Rates	Fringes
ROOFER: COMPOSITION (CLINTON COUNTY).....	\$ 24.38	20.09
ROOFER: SLATE & TILE (CLINTON COUNTY).....	\$ 24.60	20.09

ROOF0106-006 04/01/2023

	Rates	Fringes
ROOFER: COMPOSITION (CRAWFORD, DAVIESS, DUBOIS, GIBSON KNOX, MARTIN, ORANGE PERRY, PIKE, POSEY, SPENCER, VANDERBURGH AND WARRICK).....	\$ 31.60	19.43
ROOFER: SLATE & TILE (CRAWFORD, DAVIESS, DUBOIS, GIBSON KNOX, MARTIN, ORANGE PERRY, PIKE, POSEY, SPENCER, VANDERBURGH AND WARRICK).....	\$ 31.60	19.43

ROOF0106-012 07/01/2025

	Rates	Fringes
ROOFER (CLARK, FLOYD, HARRISON JEFFERSON, SCOTT, SWITZERLAND, AND WASHINGTON COUNTIES).....	\$ 30.97	14.66

ROOF0119-002 09/01/2025

	Rates	Fringes
ROOFER (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).....	\$ 32.00	16.61

ROOF0150-002 07/01/2024

	Rates	Fringes
ROOFER (CLAY, GREENE, OWEN, PARKE, SULLIVAN, VERMILLION AND VIGO COUNTIES).....	\$ 30.00	18.30

SHEE0020-003 07/01/2025

	Rates	Fringes
SHEET METAL WORKER (HVAC DUCT WORK).....	\$ 40.19	27.33

SHEE0020-010 07/01/2025

	Rates	Fringes
SHEET METAL WORKER (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).....	\$ 45.81	26.57

SHEE0020-011 07/01/2023

	Rates	Fringes	
SHEET METAL WORKER (CLINTON COUNTY).....	\$ 37.82		26.37

SHEE0020-024 07/01/2023

	Rates	Fringes
SHEET METAL WORKER (CLAY, GREENE, MARTIN, OWEN, PARKE, PUTNAM, SULLIVAN, VERMILLION, AND VIGO COUNTIES).....	\$ 40.91	25.22

TEAM0135-003 04/01/2025

	Rates	Fringes	
TRUCK DRIVER: GROUP 1 SINGLE/BATCHES AXLE STRAIGHT TRUCKS; BATCH TRUCKS, WET OR DRY 3 (34E) AXLE OR LESS; SINGLE AXLE GREASE AND MAINTENANCE TRUCK (REMAINING COUNTIES).....	\$ 34.69	20.51	
TRUCK DRIVER: GROUP 2 SINGLE AXLE FUEL AND WATER TRUCKS (REMAINING COUNTIES).....	\$ 34.74	20.51	
TRUCK DRIVER: 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 (REMAINING COUNTIES).....	\$ 34.79	20.51	
TRUCK DRIVER: GROUP 4 TANDEM AXLE FUEL TRUCKS; TANDEM AXLE WATER TRUCKS; BUTUMINOUS DISTRIBUTORS (TWO-MAN) (REMAINING COUNTIES).....	\$ 34.84	20.51	
TRUCK DRIVER: 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 (REMAINING COUNTIES).....	\$ 34.89	20.51	
TRUCK DRIVER: 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) (REMAINING COUNTIES).....	\$ 34.94	20.51	
TRUCK DRIVER: 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 (REMAINING COUNTIES).....	\$ 34.99	20.51	
TRUCK DRIVER: 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 (REMAINING COUNTIES).....	\$ 35.04	20.51
TRUCK DRIVER: 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.) (REMAINING COUNTIES).....	\$ 35.09	20.51
TRUCK DRIVER: GROUP10 PICK-UP TRUCKS REMAINING COUNTIES.....	\$ 34.54	20.51
TRUCK DRIVER: GROUP11 HELPERS; GREASERS; TIRE MEN; BATCH BOARD TENDERS; WAREHOUSEMAN REMAINING COUNTIES.....	\$ 35.09	20.51
TRUCK DRIVER: GROUP12 ACEY WAGON (OVER 3 BUCKETS); QUAD AXLE TRUCKS; ARTICULATING DUMP REMAINING COUNTIES.....	\$ 35.19	20.51

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

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 <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable

Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 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) (iii)).

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than SU, UAVG, SA, or SC denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The SU identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

SU wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The SA identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the SA identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION"