



Window Replacement Project

**Lynnwood Village
Public Housing Complex**

1903 Miller Avenue

Anderson Housing Authority

*Funding provided by the
U.S. Department of Housing and Urban Development*

INVITING SEALED BID PROPOSALS

The Anderson Housing Authority, Madison County Indiana, will receive sealed bids until the hour of 3:00 p.m., E.S.T., on the 26th day of August 2022 at their offices, 528 West 11th Street, Anderson, Indiana, 46016 for the following project:

Lynnwood Village Townhomes Window Replacement Project

At the above stated time and place, all bids will be opened and reviewed by Agency. Any bids received after the designated time will be returned unopened.

Project Documents including drawings and specifications are on file and available at the Anderson Housing Authority, 528 West 11th Street, Anderson, Indiana 46016 or request by email to Kevon Rensel at krensel@ahain.org and allow no less than five business days to receive a response.

All Bidders are required to attend a **Pre-Bid Conference which will be held on August 10, 2022 at 10:00 a.m. at Lynnwood Village, 1903 Miller Avenue, Anderson, Indiana.**

Bid proposals shall consist of the following properly and completely executed documents:

1. Bid shall be submitted on the included "Itemized Bid Form."
2. Each bid proposal shall include a properly executed "Non-Collusion Affidavit" as required by the statutes of the State of Indiana.
3. Ineligible Contractors.
4. Conflict of Interest Questionnaire
5. * Section 3 Intent to Comply (Be advised of the updated regulations effective 7/1/2021)
6. * Section 3 Plan (All updated Section 3 documents are included in bid packet)

The Instructions to Bidders contained in the Contract Documents are by this reference, made a part hereof and all Bidders shall be deemed advised of provisions thereof and conditions of the Contract, Specifications and Drawings for this project

Civil Rights: The successful Bidder will be required to comply with Title VI and Title VII of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968.

Wage Rates: Attention is called to the fact that no less than minimum salaries, wages and applicable other benefits, as established by the United States Department of Labor and included within the contract documents must be paid on this project.

Performance Bond and Labor Material Payment Bonds: The successful Bidder will be required to provide a 100% Performance Bond and Labor and Material Payment Bond in accordance with said provisions included within the Contract Documents.

Other Federal Requirements: The successful Bidder will be required to provide a properly executed "Section 3 Worker and Targeted Section 3 Work Certification"; "Section 3 Business Concern Certification"; List of all businesses on Project (Contractor and Subcontractor Activity, HUD Form 2516; Project Workforce Lists (list of employees on the project from each company); A properly executed "Certification of Bidder Regarding Equal Employment Opportunity"; E.O. 11246; a properly executed "Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements" and a properly executed "Certification of Bidder Regarding Non-Segregated Facilities."

Prior to award of this contract, the above-mentioned documents must be on file at Anderson Housing Authority within five (5) working days from time of notification.

Bidder's failure to produce the above certifications in the allotted time, properly signed and executed, or failure to meet the requirements of said certifications shall bar the bidder from being awarded the contract for this Bid.

Bid proposals may be held by the Anderson Housing Authority for a period not to exceed (45) Days from the date of the Bid opening for the purpose of reviewing the Bid Proposals and investigating the qualifications of the Bidder prior to the award of a contract.

The Anderson Housing Authority reserves the right to reject any and all Bid proposals or to waive any informalities in quoting to the extent permitted by law.

One Hundred Percent (100%) of the funds for the undertaking of this project are provided and available under the Community Development Block Grant Agreement between the City of Anderson, Madison County, Indiana and the United States Department of Housing and Urban Development (HUD) and the Capital Fund Program under U.S. HUD

Prepared by: Kimberly Townsend
Chief Executive Officer
Anderson Housing Authority

Herald Bulletin: Publish 07/27/2022

Instructions to Bidders



*All preceding information is necessary for bidding projects financed by CDBG and HOME funds. There will be no exceptions to complying with the following State and Federal Rules.

INSTRUCTIONS TO BIDDERS

1. Identification and Submission of Bid Proposal Form

Bid Proposal shall be enclosed in a sealed opaque envelope, properly marked with the name of the company of the bidder and bearing the following caption:

Quote for: Name of Project
 Address of Project
 Name of Board, Commission, or Authority
 Anderson, Indiana
 Date

2. Modification of Bid Proposal

Modification of bid proposal may be made up to the time bids are to be received. Modifications shall be legible, as approved by the Anderson Housing Authority. A single ink line shall be drawn through the item being modified, and modification shall be printed or typed directly above.

3. Withdrawal of Bid Proposal

Any bidder may withdraw their bid proposal at any time until scheduled time for receipt of bid proposals. No bid proposal shall be withdrawn after scheduled time for receipt of bid proposals without consent of the Local Public Agency (Owner) or for a period of 45 days.

4. Award of Contract

a. A Contract – shall be deemed to have been awarded when notice of award shall be served upon the award by officer of agent of Local Agency (Owner) authorized to give such notice.

b. Irregularities – Local Public Agency (Owner) reserves the right to reject any and all bids and to waive irregularities in bidding to extent provided by law.

c. Security – shall be released to unsuccessful bidders when a Contract has been awarded, but shall not be longer than the 45 day period set for holding bids.

5. Execution of Contract Agreement

Contract – shall be on a form, as provided, by Local Public Agency (Owner). The contract shall be examined by all parties before being executed.

6. Site Examination

All bidders shall examine Contract Documents and construction site in order to familiarize themselves with all conditions. Lack of familiarity with construction site and present conditions will not be considered as justification for any changes or extra charges of any kind.

7. Questions

Interpretation or explanation of Contract Documents will not be made by Local Public Agency (Owner). All such inquiries shall be made to the Anderson Housing Authority. If any person submitting a bid proposal for work is in doubt as to the true meaning of any part of Contract Documents, he may submit to the Anderson Housing Authority a written request for an interpretation. Any interpretation of such Contract Documents will be made to addendum issued.

Addendum issued by the Anderson Housing Authority during time of bidding, but not later than two (2) days before bid opening date, shall be mailed or delivered to each person receiving a set of Contract Documents, and to such other perspective bidders who shall have requested that they be furnished with a copy. All addenda shall be noted and dated in the bid proposal form, and in closing the Contract shall become a part of the Contract Documents. If there are no addenda issued, contractor must not assume that anything has been added or deleted from the original contract documents.

8. Substitutions

Where in the specifications one or more certain materials, trade names or articles or certain manufacturers are mentioned, it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting competitions. Other names of materials can be used, if in the opinion of the Anderson Housing Authority, they are equal in durability and efficiency to those made mention of and of a design in harmony with the work outlined.

9. Basis of Bid Proposal

a. Legal and Acceptable Bids – Shall only be from Contractors regularly engaged in the fields of business, for the construction, as specified. The Prime or General Contractor will be required to perform at least 51% of the services required. The Anderson Housing Authority will evaluate the entire breakdown of services to ensure that subcontractors will not be performing more than 50% of the work.

b. Start – Contractor shall commence work immediately upon the issuance of Notice to Proceed after signing Contract and shall complete each division of the work within the period of time indicated in bid. If the contractor does not indicate to the owner during the

pre-construction conference, of any reasons why work may not commence at the designated time, the date of completion will not change.

c. Coordination – The Contractor shall be obligated to commence, carry-on, coordinate, and complete work in its various stages so whole job will be accomplished in a scheduled manner, within completion date set forth.

10. **The Following Documents Apply Only to the Successful Quoter (Low Quoter)**

- a. *Section 3 Worker and Targeted Section 3 Work Certification
- b. *Section 3 Business Concern Certification
- c. *List of All businesses on Project (Contractor and Subcontractor Activity, HUD form 2516)
- d. *Project Workforce Lists (list of employees working on the project from each company)
- e. Certification of Bidder Regarding Equal Employment Opportunity; E. O. 11246
- f. Contractors Certification Concerning Labor Standards and Prevailing Wage Requirements
- g. Certification of Bidder regarding Non-Segregated Facilities

The above mentioned documents shall remain part of the bid package, but shall apply only to the successful bidder. Prior to the award of this contract, the successful bidder will be notified by Certified mail (Return Receipt Requested) that in order to be awarded said contract, the above mentioned documents must be on file in the office of Community Development, 120 E. 8th St., P.O. Box 2100, Anderson, Indiana within five (5) working days from date notification.

Bidder's failure to produce all said documents in the allotted time shall forfeit accepted bidder's right to form a contract with the Local Public Agency.

MBE and WBE Participation

The Anderson Housing Authority encourages the use of Minority and Women owned business enterprises (MWBE) in all public construction contracts.



Anderson Housing Authority

Kimberly G. Townsend, Executive Director

528 W. 11th Street, Anderson, IN 46016

Telephone/TDD (765) 641-2620 Fax (765) 641-2629

Email: ahain@ahain.org

Thomas J. Broderick, Jr., Mayor

Bid Form - Lynnwood Village Window Replacement Project

Bids Due: August 26, 2022

Anderson Housing Authority, 528 W. 11th Street Anderson IN

*Bids must be in a sealed envelope

Bidder Name: _____

Address: _____

Phone: _____ Email: _____

EIN # _____

Bid Price: Quantity _____ Windows

Deductions _____

Total Bid Amount _____

I, _____ certify this bid to be true and that any changes to bid will result only at the request of the owner.

Contractor Printed Name

Contractor Signature

Date: _____



Lynnwood Apartments Window Project

Vinyl Replacement double hung - Almond

Kitchen

Qty. 23

Staircase

Qty. 23

Livingroom

Qty. 46

Bedroom 1

Qty. 46

Bedroom 2

Qty. 23

Bedroom 3

Qty. 23

Handicap Unit

Livingroom

Qty. 2

Dining

Qty. 1

Kitchen

Qty. 1

Bathroom

Qty. 1

Bedroom 1

Qty. 1

Bedroom 2

Qty. 1

Bedroom 3

Qty. 1

192 Total Windows



A. APPLICABILITY

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

(1) MINIMUM WAGES

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

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

- (A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

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

(3) Payrolls and basic records.

(i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) Certified Payroll Reports.

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
 - (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (a)(3)(ii)(b).
 - (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

- (i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

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

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

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

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

- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
 - (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

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

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.

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

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

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **\$100,000**.

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

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

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

FEDERAL CONTRACT PROVISIONS

Equal Opportunity Employment Clause (Executive Order 11246)

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

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

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

The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant order of the Secretary of Labor.

The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order, this contract may be canceled, terminated, or suspended in whole or in part and contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order 11246 of September 24, 1965 so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor become involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation's to protect the interest of the United States.

***Section 3 of the Housing and Community Development Act of 1968 (Employment and Training of Lower Income Residents):**

***(Please note the * indicate updated regulations effective 7/01/2021)**

*Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968, federal regulation formerly 24 CFR Part 135. HUD released a final rule in the fall of 2020 changing the regulation to 24 CFR Part 75. The final rule moved from tracking the number of qualified new hires (Section 3 residents) in Section 3 projects to tracking the total labor hours worked (by Section 3 workers and Targeted Section 3 workers).

In connection with the final rule, 24 CFR Part 75, HUD published a document citation via the federal register, 85 FR 60907, titled - Section 3 Benchmarks for Creating Economic Opportunities for Low- and Very Low-Income Persons and Eligible Businesses. The citation includes benchmark numbers and the methodology for determining the benchmarks.

*The new Section 3 regulation, 24 CFR Part 75 continue to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are residents of the community in which the federal assistance is spent. This requires recipients of certain HUD housing and community development financial assistance, to the greatest extent feasible, to provide employment and job training for low- and very low-income persons and contracting opportunities to business concerns which provides economic opportunities to low- and very low-income persons in connection with projects and activities in their neighborhoods. HUD believes the final rule makes Section 3 goals and reporting more meaningful and aligned with statutory requirements.

*Successful compliance with HUD Section 3, federal regulation 24 CFR Part 75, by the subrecipient, developer, general contractor, and subcontractor will be a factor in determining future awards of Section 3 covered assistance.

***Section 3 Projects**

*Section 3 applies to projects that are fully or partially funded with HUD financial assistance. Section 3 projects are housing rehabilitation, housing construction, and other public construction projects and activities assisted under HUD programs when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs (§75.3 (2) (i)). However, Section 3 regulation does not apply to material only contracts. All parties associated with each project must maintain documentation for a time period required for record retention or in the absence of applicable program regulation in accordance with 2 CFR Part 200.

***HUD Covered Programs**

*Section 3 applies to projects with more than \$200,000 in funding from housing and community development financial assistance programs. The following is a partial list of HUD funding that may be subject to Section 3:

- Community Development Block Grants (CDBG)
- Home Investment Partnership Grants (HOME)
- Neighborhood Stabilization Program Grants (NSP)
- Economic Stimulus Funds / CARES Act Funding
- CFP HUD

*The following are additional HUD grants, programs and/or activities that may trigger Section 3, but may not be a program in the City of Anderson:

- Housing Opportunities for Persons with AIDS (HOPWA)
- Emergency Solutions Grants (ESG)
- Lead Hazard Control Grants (\$100,000 threshold)
- Healthy Homes Production Grants (\$100,000 threshold)
- Choice Neighborhoods Program
- Housing Trust Fund (HTF)
- University Partnership Grants
- Project Based Section 8 Vouchers
- Rental Assistance Demonstration Program (RAD)
- Section 202 Supportive Housing for the Elderly
- Section 811 Supportive Housing for the Disabled
- Economic Development Initiative (EDI)
- Brownfield Economic Development Initiative (BEDI)

*As the above is not an exhaustive list of covered funding, please contact the's Section 3 Program Office to determine Section 3 applicability of project funds.

***All Subrecipient & Contract Awardees - Required Information and HUD Section 3 Language**

*All subrecipient and contract awardees are required to meet at least the minimum HUD Section 3 benchmark goals. As a subrecipient and contract awardee, Section 3 is a requirement regardless of the Section 3 language included in agreements, program regulatory agreements, or contracts (§75.27). All parties are encouraged to review the Section 3 information and documentation on the Community Development Department's website and HUD's website. Links to websites are included in the appendix.

***Individuals and Businesses**

*HUD created the Section 3 Worker and Targeted Section 3 Worker classifications to target selected categories of workers. Each category of workers establishes separate benchmarks for the work hours and to recognize the statutory requirements pertaining to contracting opportunities for business concerns employing low- and very-low income persons.

***A Section 3 worker means (§75.5)**

1. Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:
 - a. The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
 - b. The worker is employed by a Section 3 business concern.
 - c. The worker is a Youth build participant.
2. The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.
3. Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

***Note – The timeframe to determine if an individual meets the Section 3 worker requirements is within the past five years or when this regulation was published on 11/30/2020, whichever is later.**

***A Targeted Section 3 worker means (§75.21)**

A Section 3 worker who is:

- a. A worker employed by a Section 3 business concern; or
- b. A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - i. Living within the service area or the neighborhood of the project, as defined in § 75.5; or
 - ii. A Youth build participant.

(Note - Service area or the neighborhood of the project means an area within one mile

of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census. (§75.5))

***Note** - The Section 3 worker must also reside within the City of Anderson and their income limit is based on the HUD Metro Anderson AMI, <https://www.huduser.gov/portal/datasets/il.html>. The income limits are updated each fiscal year. The City of Anderson fiscal year is June 1 through May 31, for example June 1, 2021 through May 31, 2022.

FY2021 - 2022 \$62,900 Median
Family Income

Family Size	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Max Income	\$37,450	\$42,800	\$48,150	\$53,450	\$57,750	\$62,050	\$66,300	\$70,600

Metro Anderson Income Limits subject to change annually

Source - [FY 2021 Income Limits Documentation System -- Summary for Madison County, Indiana \(huduser.gov\)](#)

City of Anderson IN HUD METRO FMR AREA AMI Income Limits as of 07/01/2021)

***Section 3 business concern means (§75.5)**

1. A business concern meets one of the following criteria, documented within the last six-month period:
 - a. It is at least 51 percent owned and controlled by low- or very low- income persons;
 - b. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
 - c. It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
2. The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.
3. Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

***Employment and Training (§75.19)**

*To demonstrate compliance with HUD Section 3 regulation, to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers that are residents of the City of

Anderson. If your business and/or the project provides apprenticeships and training opportunities for new hires, Section 3 workers should receive the same opportunities.

*Where feasible, priority for opportunities and training as described above should be given to:

1. Section 3 workers residing within the service area or the neighborhood of the project, and
2. Participants in Youth build programs.

***Note** - *The Section 3 worker must also reside within the City of Anderson* and their income limit is based on the HUD Metro Anderson AMI, <https://www.huduser.gov/portal/datasets/il.html>. The income limits are updated each fiscal year. The City of Anderson's fiscal year is June 1 through May 31, for example June 1, 2021 through May 31, 2022.

***Contracting (§75.19)**

*To demonstrate compliance with HUD Section 3 regulation, to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the City of Anderson.

*Where feasible, priority for contracting opportunities described above should be given to:

1. Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
2. Youth build programs.

***Note** – *Service area or the neighborhood of the project* means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census (§75.5).

***Benchmark Goals**

*The benchmarks are for the project itself rather than the recipient's fiscal year. HUD established nationwide benchmarks for work performed by Section 3 workers and Targeted Section 3 workers. In establishing the Section 3 benchmarks, HUD will exclude professional services from the total number of labor hours, as such hours are excluded from the total number of labor hours to be reported (§75.23 (b) (2)). *However*, if there are opportunities to hire for any professional services positions and if low- or very low- income persons are hired meeting the Section 3 worker requirements, those work hours may be included in the Section 3 workers labor hours' calculations (in the numerator), without including the total number of labor hours from professional services (in the denominator) (§75.25 (a) (4)).



***Section 3 workers benchmark (§75.23 (b) and federal register – document citation 85 FR 60907)**

*Twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; and

***Targeted Section 3 workers benchmark (§75.23 (b) and federal register – document citation 85 FR 60907)**

Five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers.

$$\frac{\text{Section 3 Labor Hours}}{\text{Total Labor Hours}} = 25\% \quad \text{and} \quad \frac{\text{Targeted Section 3 Labor Hours}}{\text{Total Labor Hours}} = 5\%$$

*The labor hours reported must include the total number of labor hours worked on a Section 3 project, including labor hours worked by any subrecipients/developers, general contractors and subcontractors (75.25 (3)).

Flood Disaster Protection Act of 1973:

Construction of any facility and/or facilities within a Federally designated flood hazard area is subject to mandatory purchase, by the contractor, of flood insurance in accordance with Section 102 (a) of the Flood Disaster Protection Act of 1973.

Compliance with Air and Water Acts:

This agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

In compliance with said regulations:

The contractor agrees that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

The contractor agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c08) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

The contractor agrees that as a condition for the award of the contract prompt notice will be given to the Anderson Housing Authority of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of violating facilities.

The contractor agrees that he will include or cause to be included the criteria and requirements in paragraph (A) through (D) of this section in every nonexempt subcontract and that the contractor will take such action as the Government may direct as a means of enforcing such provisions.

Wage Rates:

The contractor agrees to pay wage rates in accordance with the applicable Federal laws regarding wage rates and labor provisions. The Federal wage rate determinations are provided by the United States Department of Labor. These wage determination rates are included within Appendix II of these documents. If the contractor determines that a specific wage/job classification is not included in the attached wage rate listing, he should contact the Anderson Housing Authority prior to the employment of that classification.

Labor Provisions:

Regulations pursuant to so-called "Anti-Kickback Act": the contractor shall comply with applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 862; Title 18 U.S. C., Section amendments or modifications thereof, shall cause appropriate provisions to be inserted in sub-contracts to insure compliance therewith by all sub-contractors subject thereto, and shall be responsible for the submission of affidavits required of sub-contractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances and exemptions from the requirements thereof. A copy of Title 18, U.S.C. Section 874 is herein incorporated and may be found in Appendix III of these documents.

Minimum Wages:

All mechanics and laborers employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor applicable to the project, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics; and the wage determination decision shall be posted by the contractor at the site of the work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provision of 29 CFR 5.5 (a) (1) (iv). Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, and deemed to be constructively made or incurred during such weekly period.

The contracting officer shall require that any class of laborers or mechanics, including apprentices and trainees, which is to be employed under the contract, shall be classified conformable to the wage determination, and a report of the action taken shall be sent to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics, including apprentices and trainees, to be used, the question accompanied by the recommendation of the contracting officer, shall be referred to the Secretary of Labor determination.

The contracting officer shall require, whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage and the contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the contracting officer, shall be referred to the Secretary of Labor for determination.

The contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1 (b) (2) (B) of the Davis-Bacon Act, or any bona fide fringe benefits not expressly listed in Section 1 (b) (2) of the Davis-Bacon Act, or otherwise not listed in the wage determination decisions of the Secretary of Labor which are incorporated in this contract, only when the Secretary of Labor has found upon the written request the Davis-Bacon Act have been met. Whenever practicable, the contractor should request the Secretary of Labor to make such findings before the making of the contract. In the case of unfunded plans and programs, the Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

Withholding:

The Anderson Housing Authority may withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices and trainees, employed by the contractor or any subcontractor on the work the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice or trainee, employed or working on the site of the work, all or part of the wages required by the contract, the Anderson Housing Authority may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

Payrolls and Basic Records:

Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records will contain the name and address of each such employee, his correct classification, rates of pay (including rates of contributions or costs anticipated of the types described in Section 1 (b) (2) of the Davis-Bacon, daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a) (1) (iv) that the wages of any laborers or mechanics include the amount of any costs reasonable anticipated in providing benefits under a plan or program described in Section 1 (b) (2) (B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

The contractor will submit weekly a copy of all payrolls to the Anderson Housing Authority. The copy shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that classifications set forth for each laborer or mechanic conform to the work he performed. A submission of the "Weekly Statement of Compliance" which is required under this contract and the Copeland regulations of the Secretary of Labor (29 CFR, Part 3) and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor under 29 CFR 5.5 (a) (1) (iv) shall satisfy this requirement. The prime contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The contractor will make the records required under the labor standards clauses of the contract available for inspection by authorized representatives of the Department of Housing and Urban Development and the Department of Labor and will permit such representatives to interview employees during working hours on the job.

Apprentices and Trainees

Apprentices will be permitted to work as such only when they are registered individually, under a bona fide apprenticeship program registered with a State apprenticeship agency which is recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or, if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, United States Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in subparagraph (B) of this paragraph or is not registered as above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish Department of Housing and Urban Development.

The contractor who claims compliance based on the criterion stated in paragraph 1 (b) of the "Criteria for Measuring Diligent Effort" agrees to maintain records of employment, as described in paragraph 4 (c) 2, of this section, on non-Federal and non-federally assisted construction work done during the performance of this contract in the same labor market area. The Contractor agrees to make these records available for inspection upon request of the Department of Labor and the Department of Housing and Urban Development.

The contractor agrees to supply one copy of the written notices required in accordance with paragraph 1 (c.) (1) of the "Criteria for Measuring Diligent Effort" at the request of the Department of Labor compliance officer. The contractor also agrees to supply at 3 month intervals during performance of the contract and after completion of contract performance a statement describing steps taken toward making a diligent effort and containing a breakdown by craft, of hours worked and wages paid for first year apprentices and trainees, other apprentices and trainees, and journeymen. One copy of the statement will be sent to the Department of Housing and Urban Development, and one to the Secretary of Labor.

The contractor agrees to insert in any sub-contract under this contract the requirements contained in this paragraph (109) (g) 4 (c.), (2), (3) and (4). The attachment "Apprentices and Trainees – Implementation Guidelines – Criteria for Measuring Diligent Effort" shall also be attached to each such contract for the information of the contractor. The term "contractor as used in such clauses in any sub-contract shall mean the subcontractor.

Compliance with Copeland Regulations (29 CFR Part 3):

The contractor shall comply with the Copeland Regulations (29 CFR Part 3) of the Secretary of Labor which are herein incorporated by reference.

Contract Termination Debarment:

A breach of clauses (A) through (F) may be grounds for termination of the contract, and for debarment as provided in 29 CFR 5.6.

Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any work week in which he is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours of any calendar day or in excess of forty hours in such work week, as the case may be.

Violation; Liability for Unpaid Wages; Liquidated Damages:

In the event of any violation of the clause set forth in sub-paragraph (H), the contractor and any sub-contractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such contractor and sub-contractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in sub-paragraph (H) in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in sub-paragraph (H).

Withholding for Liquidated Damages:

The Anderson Housing Authority may withhold or cause to be withheld, for any monies payable on account of work performed by the contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such as provided in the clause set forth in sub paragraph (I).

Final Labor Summary:

The contractor and each subcontractor shall furnish to the Anderson Housing Authority, upon the completion of the contract, a summary of all employment indicating, for the completed project, the total hours worked and the total amount earned.

Final Certificate:

Upon completion of the contract, the contractor shall submit to the Anderson Housing Authority with the voucher for final payment for any work performed under the contract, a certificate concerning wages and classifications for laborers and mechanics, including apprentices and trainees employed on the project, in the following form:

The Undersigned, contractor on

(Contract No.)

hereby certifies that all laborers, mechanics, apprentices and trainees employed by him or by any subcontractor performing work under the contract on the project have been paid wages at rates not less than those required by the contract provisions, and that the work performed by each contract provisions, and that the work performed by each such laborer, mechanic, apprentice or trainee conformed to the classifications set forth in the contract or training program provisions applicable to the wage rate paid.

Signature and title

Notice to the Public Body of Labor Disputes:

Whenever the contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the Anderson Housing Authority.

Dispute Clause:

All disputes concerning the payment of prevailing wage rates to the Anderson Housing Authority for its referral to the Department of Housing and Urban Development for decision or, at the option of the Anderson Housing Authority, to the Secretary of Labor. The decision of the Department of Housing and Urban Development or the Secretary of Labor as the case may be, shall be final.

All questions relating to the application or interpretation of the Copeland Act, the Contract Work Hours Standards Act, the Davis-Bacon Act, or Section 13 of the Act, shall be sent to the Secretary of Labor for ruling or interpretation, and such ruling or interpretation shall be final.

Convict Labor:

In connection with the performance of work under this contract, the contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor. This does not include convicts who are on parole or probation.

Insertion in Sub-Contracts:

The connection with the performance of work under this contract, the contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor. This does not include convicts who are on parole or probation.

Certified Payrolls:

The Anderson Housing Authority shall obtain from each contractor and sub-contractor a certified copy of each weekly payroll within seven days after the regular payroll date. Following a review by the project sponsor for compliance with State and Federal labor laws, the payroll copy shall be retained at the Anderson Housing Authority for review by HUD.

A contractor may use the Department of Labor Form WH-347, "Optional Payroll Form", which provides for all the necessary payroll information and certifications. This Department of Labor form may be purchased at nominal cost from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. However, the contractor may use his own payroll form provided it includes the same information and certification as the Department of Labor Form WH348, "Statement of Compliance".

Interest of Certain Federal Officials:

No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this contract to any benefit to arise from the same.

Pre-Construction Hearing:

The contractor agrees that he or an authorized representative of his company or corporation will attend a pre-construction hearing, sponsored by the Anderson Housing Authority, before any work is accomplished concerning this contract.

Initiation of Work:

The contractor hereby agrees that within ten (10) days of receiving written "Notice to Proceed", which shall be executed by the duly authorized representatives of the Anderson Housing Authority and/or the Director of the Anderson Housing Authority of the City of Anderson, the contractor shall begin construction in compliance with the specifications, terms and conditions of this contract.

Access to Books, Accounts, Records, Etc.:

The contractor hereby agrees that the Anderson Housing Authority, City of Anderson Community Development Department, the Secretary of the United States Department of Housing and Urban Development, the United States Comptroller General or any of their duly authorized representatives, shall have access to all books, accounts, records, reports, files, and other papers pertaining to this contract for the purpose of making surveys, audits,

examinations, excerpts and transcripts.

Insurance:

(a) Before commencing work, the contractor shall submit copies of his Workman's Compensation and Manufacturer's and Contractor's Public Liability Insurance Policies to the Anderson Housing Authority for review and approval. He shall similarly submit any sub-contractors policies of similar insurance before each shall commence work. The policies submitted shall be scheduled on an approved form to be supplied by the Anderson Housing Authority. The Anderson Housing Authority will, in writing, identify the policies and indicate its approval or disapproval of the policies.

New policies from other companies shall be provided in place of those disapproved. Such insurance shall be carried with financially responsible insurance companies, licensed in the State of Indiana and approved by the Anderson Housing Authority and shall be kept in force until the contractor's work is accepted by the Anderson Housing Authority. Contracts of insurance (covering all operations under this contract) which expire before the contractor's work is accepted by the Anderson Housing Authority shall be renewed and submitted to the Anderson Housing Authority for its approval.

(b) The contract shall carry or require that there be carried Workman's Compensation Insurance for all employees and those of his sub-contractors engaged in work at the site, in accordance with applicable Indiana Workman's Compensation Laws.

(c) The contractor shall carry or require that there be carried Manufacturer's and Contractor's Public Liability Insurance with limits of \$750,000 to the Anderson Housing Authority, contractor and his sub-contractor against claims for injury to death of one, or more than one person, due to fire, explosion and all other accidents which may occur or result from operations under the contract on or off the premises. Such insurance shall cover the use of all equipment, hoists, and motor vehicles on the site or going to and from the site.

(d) The contractor shall carry, during the life of the contract, Property Damage Insurance in an amount not less than \$50,000 to protect him and his sub-contractors from claims for property damage which might arise from operations under the contract.

Contract Termination:

The Anderson Housing Authority acting by and through the contracting body, i.e. the appropriate Board, Commission or Authority reserves the right to terminate this contract and withhold an amount of payment it deems necessary if the contractor refuses to comply with the terms, conditions and specifications of this contract and/or if found to be in violation of any Federal, State or Local law and/or ordinance.

Liquidated Damages:

Since actual damages for delay in completion of the work which the contractor is required to

perform under this contract are impossible to determine, the contractor and his sureties shall be liable for and shall pay to the Anderson Housing Authority, the sum of one hundred dollars (\$100) as fixed, agreed and liquidated damages for each calendar day of delay from the date stipulated for completion or as modified until such work is satisfactorily completed.

Time for Completion:

The contractor shall be fully completed with the work specified within ninety (90) consecutive calendar days from the date of the "Notice to Proceed". Should some factor; i.e. natural disaster, Act of God, etc., which is beyond the control of the contractor, prevent the completion of said work within the specified time period, the Anderson Housing Authority, acting by and through the contracting Board, Commission or Authority reserves the right to allow a time extension for the completion of said work. However, in such a case, it shall be the responsibility of the contractee to request, in writing, said extension and written documentation outlining the reason for said extension.

Sales Tax Exemption:

The Anderson Housing Authority, Madison County, Indiana is exempt from payment of Indiana Sales or Use Tax and will furnish contractor with necessary exemption number at the proper time.

Permits and Laws:

- (a) The contractor shall, at his own expense, secure and pay to the appropriate department of the Local Government the fees or charges for all permits necessary for this construction project.
- (b) The contractor shall comply with all applicable laws and ordinances governing the construction of this project and comply with applicable Federal, State and Local codes and ordinances in performance of his work.

Terms of Payment:

Monies for payment of this contract are being provided by Community Development Block Grant Agreement Number B-21-MC-18-0001 by and between the City of Anderson, Madison County, Indiana and the United States Department of Housing and Urban Development. Payments to the contractee shall be made in the following manner:

1. Partial Payment

- (a) The contractor shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Project Engineer or Architect for his approval. The amount of the payment due to the contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deduction (1) ten percent (10%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to

date shall be based on the estimated quantities of work completed to date on each item and the unit prices established in the COST BREAKDOWN and adjusted in accordance with the value of work completed to date on approved change orders.

(b) Monthly or partial payments made by the Anderson Housing Authority to the contractor are monies advanced for the purpose of assisting the Contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials by the Local Public Agency. Such payments shall not constitute a waiver of the right of the Local Public Agency to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Anderson Housing Authority in all details.

2. Final Payment

(a) After final inspection and acceptance by the Anderson Housing Authority of all work under the Contract, the Contractor shall prepare his request for final payment which shall be based upon the carefully measured or computed quantity of each item or work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment the lump-sum shown in the

Agreement or this sum as adjusted by approved change orders. Final payment to the contractor shall be made subject to furnishing the Anderson Housing Authority with a release in satisfactory form of all claims against the Anderson Housing Authority with a release in satisfactory form of all claims against the Anderson Housing Authority arising under and by virtue of the contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release.

(b) The Anderson Housing Authority before paying the final payment, will require the contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the contractor, if the Anderson Housing Authority deems the same necessary in order to protect its interest. The Local Public Agency, however, may if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no way impair the obligations of any surety or sureties furnished under this contract.

(c) Withholding of any amount due to the Local Public Agency under "Liquidated Damages", under SPECIAL CONDITIONS, shall be deducted from the final payment due the contractor.

3. Withholding Payments

The Anderson Housing Authority may withhold from any payment otherwise due the contractor so much as may be necessary to protect the Anderson Housing Authority and if it so elects may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions

shall be construed solely for the benefit of the Anderson Housing Authority and will not require the Anderson Housing Authority to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any monies for their protection unless the Anderson Housing Authority elects to do so. The failure or refusal of the Anderson Housing Authority to withhold any monies from the contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

Changes in the Work:

(a) The Anderson Housing Authority may make changes in the scope of the work required to be performed by the Contractor under the Contract or making additions thereto, or by omitting work therefrom, without invalidating the Contract, and without relieving or releasing the Contractor from any obligations under the Contract or any guarantee given pursuant to the contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety of sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.

(b) Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the material used or in the specified manner of construction and/or installing the Improvements or supply additional labor, services or materials beyond that actually required for the execution of the contract, unless in pursuance of a written order from the Anderson Housing Authority authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract price, will be valid unless so ordered.

(c) If applicable unit prices are contained in the Agreement (established as a result of either a unit price or quote or a Supplemental Schedule of Unit Prices) the Anderson Housing Authority may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measure quantities involved and the applicable unit prices specified in the contract; provided that in case of a unit price contract the net value of all changes does not increase or decrease the original total amount show in the Agreement by more than twenty percent (20%).

(d) If applicable unit prices are not contained in the Agreement or if the total net change increases or decreases the total Contract price more than twenty percent (20%) the Anderson Housing Authority shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal covering the work involved in the change after which the procedure shall be as follows:

1. If the proposal is acceptable the Anderson Housing Authority will prepare the change order in accordance therewith for acceptance by the Contractor.
2. If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Anderson Housing Authority may order the Contractor to proceed with the work

on a cost plus

–limited basis. A cost-plus limited basis is defined as the net cost of the Contractor's labor, materials and insurance plus fifteen percent (15%) of said net cost to cover overhead and profit, the total cost not to exceed a specified limit.

(e) Each change order shall include in its final form:

1. A detailed description of the change in the work.
2. The Contractor's proposal (if any) or a conformed copy thereof.
3. A definite statement as to the resulting change in the contract price and/or time.
4. The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.

Claims for Extra Cost:

(a) If the Contractor claims that any instructions by drawings or otherwise involve extra cost or extension of time, he shall, within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Anderson Housing Authority, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

(b) Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.

(c) Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall at once be reported to the Anderson Housing Authority and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Local Public Agency.

(d) If on the basis of the available evidence, the Local Public Agency determines that an adjustment of the Contract Price and/or time is justifiable, the procedure shall be as provided in changes of Work Section hereof.

**SO CALLED “ANTI-KICKBACK ACT” AND REGULATIONS
PROMULGATED PURSUANT THERETO BY THE SECRETARY OF
LABOR, UNITED STATES DEPARTMENT OF LABOR TITLE 18, U.S.C.,
SECTION 874**

(Replaces Section 1 of the Act of June 13, 1934 (48 Stat. 948, 40 U.S.C., Sec. 276b) pursuant to the Act of June 25, 1948, 62 Stat. 862)

Kickbacks from Public Works Employees:

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$5,000 or imprisoned not more than five (5) years, or both.

Section 2 of the Act of June 13, 1934, As Amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 40 U.S.C., Sec. 276c.:

The Secretary of Labor shall make reasonable regulations for contractors and subcontractors engaged in the construction, prosecution, completion or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States, including a provision that each contractor and subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week. Section 1001 of Title 18 (United States Code) shall apply to such statements.

XXX

Pursuant to the aforesaid Anti-Kickback Act, the Secretary of Labor, United States Department of Labor, has promulgated the regulations hereinafter set forth, which regulations are found in Title 29. Subtitle A, code of Federal Regulations, Part 3. The term “this part, “as used in the regulations hereinafter set forth, refers to Part 3 last above mentioned. Said regulations are as follows:

Contractors and Subcontractors on Public Building and Public Work and on Building and Work Financed in Whole or in Part by Loans or Grants from the United States

Sec 3.1 Purpose and Scope:

This part prescribes “anti-kickback” regulations under Section 2 of the Act of June 13. 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provision of the Davis-Bacon Act and the various statutes wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of the statement regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the

methods of payment permissible on such work..

Sec. 3.2 Definitions:

As used in the regulations in this part:

(a) The terms “building” or “work” generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, street, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a “building” or “work” within the meaning of the regulations in this part.

(b) The terms “construction,” “prosecution,” “completion,” or “repair” mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms “public building” or “public work” include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term “building or work financed in whole or in part by loans or grants from the United States” includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term does not include building or work for which Federal assistance is limited solely to land guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is “employed” and receiving “wages,” regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term “any affiliated person” includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent or such corporation.

(g) The term “Federal Agency” means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentality’s of the United States and of the District of Columbia, including corporation, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentality’s.

Section 3.3 Weekly Statement with Respect to Payment of Wages

(a) As used in this section, the term "employee" shall not apply to persons in classification higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by these regulations during the preceding weekly payroll period. The statement shall be executed by the contractor or subcontractor who supervises the payment of wages, and shall be in the following form:

Weekly Statement of Compliance

I, _____, 20____
(Name of signatory party) (Month, day)

(Title)

do hereby state:

(1) That I pay or supervise the payment of persons employed by

(2) on the _____; that during the payroll period commencing on the _____ day of _____, 20____, and ending on the _____ day of _____, 20____, all persons employed on said project have been paid the full weekly wages earned, that no rebated have been or will be made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (20 CFR Part 3), issued by the Secretary of Labor under the Copeland Act, as emended (48 Stat 948, 63 Stat. 108, 72 Stat. 967; 72 Stat. 537; 40 U.S.C. 267c), and described below:
(Paragraph describing deductions if any)

any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates or mechanics contained therein are not less than the applicable wage.

any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the (Bureau of Apprenticeship and Training), United States Department of Labor, or if no such recognition exists in a State, are registered with the Bureau of apprenticeship and Training, United States Department of Labor.

(Signature and Title)

1001 of Title 18 of the United States Code (Criminal Code and Criminal Procedure) shall apply to such statement as provided at 72 Stat. C. 1001, among other things, provides that whoever knowingly and willfully makes or uses a document or fraudulent statement of entry within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned not more than (5) years, or both).

requirements of this section shall not apply to any contract of \$2,000 or less.

on a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitation, variation, tolerances, and exceptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

Submission of Weekly Statements and the Preservation and Inspection of Weekly Payroll records:

Each weekly statement required under Sec. 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time as may be determined by the Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statements, if correct, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures established by the United States Department of Labor.

Each contractor or subcontractor shall preserve his weekly payroll records for a period of three (3) years from date of completion of the contract. Such records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representatives of the Department of Labor.

Payroll Deductions Permissible without Application to or Approval of the Secretary of Labor:

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(1) Deduction made in compliance with the requirements of Federal, State, or Local law, such as Federal or State withholding income tax, Federal or State unemployment insurance taxes, or Federal or State social security taxes.

(2) Deduction of sums previously paid to the employee as a bona fide prepayment of wages when such repayment is made without discount. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person in such manner as to give him complete freedom of disposition of the advance funds.

(3) Deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or a third person, or when collusion or collaboration exists.

(4) Deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities or retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment compensation, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: PROVIDED HOWEVER that the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for obtaining or continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of the employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any person in the form of commission, dividend, or otherwise; and (4) the deduction shall serve the convenience and interest of the employee.

contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Sec. 3.5. The Secretary may grant permission whenever he finds that:

the contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise.

The deduction is not otherwise prohibited by law.

The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done, and consent is not a condition either for the obtaining of employment or this continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;

The deduction serves the convenience and interest of the employee.

Applications for the Approval of the Secretary of Labor:

Any application for the making of payroll deduction under Sec. 3.6 shall comply with the requirements prescribed in the following paragraphs of this part.

Each application shall be in writing and shall be addressed to the Secretary of Labor.

Each application shall identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions only on specific, identified contracts, except upon a showing of exceptional circumstances.

Each application shall state affirmatively that there is compliance with the standards set forth in the provisions of Sec. 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

Each application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be paid, and the affiliation of such person, if any, with the applicant.

Action by the Secretary of Labor Upon Applications:

The Secretary of Labor shall decide whether or not the requested deduction is permissible under the provisions of Sec. 3.6; and shall notify the applicant in writing of his decision.

Prohibited Payroll Deductions:

Deductions not elsewhere provided for by this part and which are not found to be permissible under Sec. 3.6 are prohibited.

10 Methods of Payment of Wages:

Payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are deductible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

11 Regulations Part of Contract:

Contracts made with respect to the construction, prosecution, completion or repair of any public building or public work or building or work wholly or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see Sec. 5.5 (a) of this subtitle.

**Anderson Community Development
PUBLIC FACILITIES IMPROVEMENTS**

General Contractor

Federal ID #

Duns #

Electrical Contractor

Plumbing Contractor

H.V.A.C. Contractor



NON-COLLUSION AFFIDAVIT

State Form 4391 (R4 / 1-00)

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

The undersigned, being duly sworn on oath says, that he is the contracting party, or that he is the representative, agent, member, or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the annexed contract other than that which appears upon the face of the contract.

Signature
Printed name
Title
Company

Before me, a Notary Public in and for said County and State personally appeared, _____
who acknowledged the truth of the statements in the foregoing affidavit on this _____ day of _____, 20__.

County of residence	Commission expiration date	Signature of Notary Public
		Printed or typed name of Notary Public

INELIGIBLE CONTRACTORS

(Name of contractor or bidder)

hereby certifies that it _____ is/ _____ is not (check one)
included on the U.S. Comptroller General's Consolidated List of persons or firm currently
debarred for violations of various public contracts incorporating labor standards
provisions.

Date: _____

(Authorized Representative)

NOTICE: Each Contractor and its Subcontractors must be registered on the
System Award Federal Management System. If you are not already registered,
you may do so by clicking on the following link: <https://www.sam.gov/SAM/>

CONFLICT OF INTEREST QUESTIONNAIRE

Federal, State and City law prohibits employees and public officials of the City of Anderson from participating on behalf of the City in any transaction in which they have a financial interest. This questionnaire must be completed and submitted by each applicant for Community Development Block Grant (CDBG) funding. The purpose of this questionnaire is to determine if the applicant, its staff, or any of the applicant's Board of Directors would be in conflict of interest.

1. Is there any member(s) of the applicant's staff or any member(s) of the applicant's Board of Directors or governing body who currently is or has/have been within one year of the date of this application, a City employee or consultant, or a member of the City Council? Yes No

If yes, please list the names(s) below:

2. Will the CDBG funds, requested by the applicant, be used to award a subcontract to any individual(s) or business affiliate(s) who currently is or has/have been within one year of the date of this application, a City employee, consultant, or a member of the City Council? Yes No

If yes, please list the name(s) below:

3. Is there any member(s) of the applicant's staff or member(s) of the applicant's Board of Directors or other governing body who are business partners or family members of a City employee, consultant, or a member of the City Council? Yes No

If yes, please list the name(s) below:

If you answered "YES" to any of the above, the CDBG Office will review to determine whether a real or apparent conflict of interest exists.

Name of Organization: _____

Name of Applicant's Authorized Official: _____

Authorized Official's Title: _____

Signature of Authorized Official: _____

***U.S. Department of Housing and Urban Development
Certification of Bidder Regarding Equal Employment Opportunity***

Instructions

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

Certification By Bidder

Bidder's Name: _____

Address and Zip Code: _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Yes _____ No _____ (If answer is yes, identify the most recent contract.)

2. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes _____ No _____ (If answer is yes, identify the most recent contract.)

3. Bidder has filed all compliance reports due under applicable instruction, including SF 100.

Yes _____ No _____ (If answer is yes, identify the most recent contract.)

4. If answer to item 3 is "No," please explain in detail on reverse side of this certification.

Certification –The information above is true and complete to the best of my knowledge and belief.

Name and Title of Signer

Signature

Date

***U.S. Department of Housing and Urban Development
Community Development Block Grant Program
Contractor's Certification
Concerning Labor Standards and Prevailing Wage Requirements***

To (Community Development):

Date: _____

Project No. (if any): _____

Project Name: _____

c/o

1. The undersigned, having executed a contract with _____
for the construction of the above-identified project, acknowledges that:

(a) The Labor Standards provisions are included in the aforesaid contract;

(b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, in his responsibility;

2. He certifies that:

(a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2 (a)).

(b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

(a) The legal name and the business address of the undersigned are:

Contractors Internal Revenue Service Employer Identification Number:

(b) The undersigned is :

- (1) A single proprietorship _____
- (2) A partnership _____
- (3) A corporation _____
- (4) Other organization (describe) _____

c.) The name, title and address of the owner, partners or officers of the undersigned are:

<i>NAME</i>	<i>TITLE</i>	<i>ADDRESS</i>

(d) The names and addresses of all other persons, both natural and corporate, having substantial interest in the undersigned, and nature of the interest are (If none, so state):

<i>NAME</i>	<i>TITLE</i>	<i>NATURE OF INTEREST</i>

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (If none, so state):

<i>NAME</i>	<i>ADDRESS</i>	<i>TRADE CLASSIFICATION</i>

WARNING:

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part: "Whoever, ... makes, passes, utters or publishes any statement, knowing the same to be false Shall be fined not more than \$5,000 or imprisoned not more than two (2) years, or both."

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services as any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "Segregated Facilities" means any waiting rooms, work area, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation and entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, handicap, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

Note: The Penalty for Making False Statements in Offers is Prescribed in 18 U.S.C. 1001.

Date _____, 20__

(Name of Bidder)

Official Address (Including Zip Code):

By: _____

Title: _____

Statement of Compliance

Date _____

(Name of signatory party)

(Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the

_____ ; that during
(Contractor/subcontractor) (Building or Work)

payroll period commencing on the _____ day of _____, 20____ and ending the
_____ day of _____, 20____, all persons employed on said project have
been paid the full weekly wages earned, that no rebates have been or will be made either
directly or indirectly to or on behalf of said

_____ from the full weekly wages earned by any person (Contractor/subcontractor)
and that no deductions have been made either directly or indirectly from the full wages earned
by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR
Subtitle A), issued by the Secretary of Labor under the Copeland Act as amended (48 Stat 948 63
Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the
classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and
Training, United States Department of Labor.

(4) That:

(a) Where Fringe Benefits are Paid to Approved Plans, Funds, or Programs

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4©.) below.

(b) **Where Fringe Benefits are Paid in Cash**

_____ Each Laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4 ©.) below.

©.) **Exceptions**

Exception (Craft)	Explanation

Remarks: _____

Name and Title:	Signature:

Subcontractor Eligibility

Name of Firm _____

Business Address _____

Home Address _____

Business Phone _____

Home Phone _____

Social Security number _____

Amount of your subcontract on this project \$ _____

Sole Proprietor _____ Partnership _____ Corporation _____

Describe your work on this project:

Who pays for the building materials you use? _____

Is your work "labor only" service? _____

Do you provide your own tools on this project? _____

if not, who does? _____

Are you paid by:

Lump Sum _____ Amount \$ _____

Hourly _____ Amount \$ _____

Piece Work _____ Amount \$ _____

Other _____

Is this your first subcontract? _____

If not, list other construction projects you have worked on as a contractor or subcontractor:

On this project do you expect to hire or employ anyone else to work for you in completing your work? _____

On previous projects as a subcontractor have you hired anyone else to work for you?

"General Decision Number: IN20220006 07/15/2022

Superseded General Decision Number: IN20210006

State: Indiana

Construction Types: Heavy and Highway

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

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on	. Executive Order 13658

or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.
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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/04/2022
2	02/18/2022
3	02/25/2022
4	03/04/2022
5	04/01/2022
6	04/15/2022
7	04/22/2022
8	04/29/2022
9	05/06/2022
10	05/13/2022
11	05/27/2022
12	06/03/2022
13	06/10/2022
14	06/17/2022
15	07/01/2022
16	07/08/2022
17	07/15/2022

ASBE0008-004 03/01/2022

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

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings & finishings to all types of mechanical systems).....	\$ 32.33	20.19
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).....	\$ 25.00	13.70

ASBE0017-008 06/01/2022

NEWTON COUNTY:

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 52.80	32.30
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).....	\$ 38.85	24.60

ASBE0018-005 06/01/2021

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

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

materials, protective coverings, coatings and finishings to all types of mechanical systems).....\$ 33.90	21.38
HAZARDOUS MATERIAL HANDLER (includes preparation, wettings, stripping, removal, scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....\$ 23.00	14.40

ASBE0037-004 04/02/2021

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

	Rates	Fringes
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ASBESTOS WORKER/HEAT & FROST INSULATOR (includes application of all insulating materials protective coverings, coatings and finishes to all types of mechanical systems. Also the application of firestopping, material openings and penetrations in walls, floors, ceilings, curtain walls and all lead abatement.)...\$ 32.00	21.89
HAZARDOUS MATERIAL HANDLER (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....\$ 23.00	14.40

ASBE0041-002 07/01/2021

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

	Rates	Fringes
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ASBESTOS WORKER/HEAT & FROST INSULATOR (includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....\$ 30.05	21.49
HAZARDOUS MATERIAL HANDLER (includes preparation, wettings, stripping, removal, scrapping, vaccuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....\$ 23.00	14.40

ASBE0051-003 03/01/2022

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

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....\$ 27.10		18.38
HAZARDOUS MATERIAL HANDLER (includes preparation, wettings, stripping, removal, scrapping, vaccuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....\$ 19.80		13.30

ASBE0079-002 07/01/2017

RANDOLPH AND WAYNE COUNTIES

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Includes application of all insulating materials, protective		

coverings, coatings & finishings to all types of mechanical systems).....\$ 22.25	8.89
HAZARDOUS MATERIAL HANDLER (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems)).....\$ 25.00	
	13.70

BRIN003-001 06/01/2021

INDIANAPOLIS

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

	Rates	Fringes
Bricklayer, Stone Mason, Pointer, Caulking.....\$ 33.59		15.89
TERRAZZO FINISHER.....\$ 20.74		11.98
TERRAZZO WORKER/SETTER.....\$ 33.36		15.74
Tile & Marble Finisher.....\$ 21.69		11.99
Tile, Marble Setter.....\$ 32.61		15.73

BRIN004-004 06/01/2021

FORT WAYNE

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

	Rates	Fringes
BRICKLAYER (STONE MASON, MARBLE MASONS, POINTER, CLEANER, AND CAULKER).....\$ 31.50		18.96
Terrazzo Grinder Finisher.....\$ 28.00		14.84
Terrazzo Worker Mechanic.....\$ 32.37		18.76
Tile Setter & Marble Mason Mechanic.....\$ 28.00		16.36
Tile, Marble & Terrazzo Finisher.....\$ 25.00		13.78

BRIN004-005 06/01/2020

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

WARRICK Counties

	Rates	Fringes
BRICKLAYER.....	\$ 30.00	14.71
TILE FINISHER.....	\$ 20.31	12.00
TILE SETTER.....	\$ 27.19	13.85

BRIN0004-009 06/01/2021

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.53	15.95
TERRAZZO FINISHER.....	\$ 21.69	11.99
TERRAZZO WORKER/SETTER.....	\$ 33.36	15.74
Tile & Marble Finisher.....	\$ 21.69	11.99
Tile, Marble Setter.....	\$ 32.61	15.73

BRIN0004-010 06/01/2021

CLARK, FLOYD, and HARRISON Counties

	Rates	Fringes
BRICKLAYER BRICKLAYERS, STONEMASONS AND CEMENT MASONS.....	\$ 29.57	15.10

BRIN0004-015 06/01/2021

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

	Rates	Fringes
BRICKLAYER BRICKLAYERS, STONE MASONS and POINTER/ CLEANER/CAULKER.....	\$ 33.59	15.97
CEMENT MASON (Greene and Sullivan Counties).....	\$ 27.78	11.02
CEMENT MASON (REMAINING COUNTIES).....	\$ 33.59	15.97

TERRAZO FINISHER.....	\$ 20.74	11.98
TERRAZZO WORKER.....	\$ 33.36	15.74
TILE LAYER, MARBLE MASON, MOSAIC WORKER.....	\$ 32.61	15.73

BRIN0004-016 06/01/2021

MUNCIE

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

	Rates	Fringes
Bricklayer, Stonemason, Pointer, Caulker & Cleaner.....	\$ 31.75	18.07
TERRAZZO FINISHER.....	\$ 20.74	11.98
TERRAZZO WORKER/SETTER.....	\$ 33.36	15.74
Tile & Marble Finisher.....	\$ 20.74	11.98
Tile & Marble Setter; Mosaic Worker.....	\$ 32.61	15.73

BRIN0006-001 06/01/2021

JASPER, NEWTON & STARKE COUNTIES

	Rates	Fringes
BRICKLAYER (Including Stonemason, and Pointer, Caulker & Cleaner).....	\$ 38.85	27.17
Tile, Marble & Terrazzo Worker...	\$ 37.05	21.64

BRIN0011-001 06/01/2021

LAFAYETTE

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

	Rates	Fringes
Bricklayer, Stonemason, Pointer, Caulker & Cleaner.....	\$ 30.75	18.97
TERRAZZO FINISHER.....	\$ 21.69	11.99
TERRAZZO WORKER/SETTER.....	\$ 33.36	15.74
Tile & Marble Finisher.....	\$ 21.69	11.99
Tile & Marble Setter; Mosaic Worker.....	\$ 32.61	15.73

BRIN0018-002 06/01/2021

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

	Rates	Fringes
Bricklayer, Caulker, Cleaner, Pointer.....	\$ 31.11	18.40

CARP0002-023 04/01/2022

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

	Rates	Fringes
CARPENTER.....	\$ 26.95	26.11

CARP0133-001 04/01/2021

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

	Rates	Fringes
CARPENTER.....	\$ 28.71	23.36

CARP0133-003 04/01/2021

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

	Rates	Fringes
CARPENTER.....	\$ 29.82	23.36

CARP0175-004 04/01/2021

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

	Rates	Fringes
CARPENTER.....	\$ 25.82	25.59

CARP0215-002 04/01/2022

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

	Rates	Fringes
CARPENTER.....	\$ 30.53	23.04

CARP0224-011 04/01/2021

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

	Rates	Fringes
CARPENTER.....	\$ 25.89	25.52

CARP0224-012 04/01/2021

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

	Rates	Fringes
CARPENTER.....	\$ 26.24	25.57

CARP0232-003 04/01/2022

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

	Rates	Fringes
CARPENTER.....	\$ 29.14	23.87

CARP0301-001 04/01/2022

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

	Rates	Fringes
CARPENTER.....	\$ 29.26	23.87

CARP0413-003 04/01/2022

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

	Rates	Fringes
CARPENTER.....	\$ 29.46	23.70

CARP0999-001 06/01/2017

JASPER, NEWTON, AND STARKE COUNTIES

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

CARP1016-001 04/01/2022

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

	Rates	Fringes
CARPENTER.....	\$ 29.56	24.01

CARP1076-004 04/01/2016

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

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

CARP1076-005 06/01/2017

JASPER, NEWTON, PULASKI, and STARKE Counties

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

CARP1076-006 06/01/2018

BARTHOLOMEW, BLACKFORD, BOONE, BROWN, CLAY, DECATUR, DELAWARE,
FAYETTE, FOUNTAIN, FRANKLIN, HAMILTON, HANCOCK, HENDRICKS,

HENRY, JAY, JOHNSON, MADISON, MARION, MONROE, MONTGOMERY,
MORGAN, OWEN, PARKE, PUTNAM, RANDOLPH, RUSH, SHELBY, UNION,
VERMILLION, VIGO, AND WAYNE COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 28.18	22.39

CARP1080-001 04/01/2021

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

	Rates	Fringes
MILLWRIGHT		
ZONE 1		
POSEY, VANDERBURGH and		
WARRICK COUNTIES.....	\$ 30.92	24.83
ZONE 2		
GIBSON, GREENE AND		
SULLIVAN COUNTIES.....	\$ 29.64	25.77

ELEC0016-003 04/01/2022

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

	Rates	Fringes
ELECTRICIAN.....	\$ 40.88	18.62

ELEC0016-006 08/31/2020

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

	Rates	Fringes
ELECTRICIAN (Communication		
Technician Only).....	\$ 29.15	15.40

ELEC0071-006 01/02/2019

DEARBORN, OHIO, and SWITZERLAND COUNTIES

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

ELEC0153-003 06/01/2021

ELKHART, KOSCIUSKO and MARSHALL COUNTIES

	Rates	Fringes
Communication Technician.....	\$ 26.50	18.33
ELECTRICIAN.....	\$ 36.50	25.98

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

ELEC0212-002 11/30/2021

DEARBORN, OHIO, and SWITZERLAND COUNTIES

	Rates	Fringes
ELECTRICIAN (Communication Technician Only).....	\$ 25.95	12.27

ELEC0212-009 06/07/2022

DEARBORN, OHIO, and SWITZERLAND COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 33.29	20.05

ELEC0305-003 05/01/2022

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

	Rates	Fringes
ELECTRICIAN.....	\$ 35.71	10.14+26.14%

ELEC0305-004 08/31/2020

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

	Rates	Fringes
ELECTRICIAN (Communication Technician Only).....	\$ 29.25	16.85

ELEC0369-005 05/31/2021

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

	Rates	Fringes
ELECTRICIAN.....	\$ 33.85	18.72

ELEC0481-003 03/31/2022

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

	Rates	Fringes
ELECTRICIAN.....	\$ 38.20	25.56

ELEC0481-004 01/01/2021

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

	Rates	Fringes
ELECTRICIAN (Communication		

Technician Only).....\$ 30.64 17.22

ELEC0531-002 05/31/2021

JASPER, PULASKI, and STARKE COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 41.50	28.26

ELEC0531-003 05/28/2018

JASPER, PULASKI, and STARKE COUNTIES

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

ELEC0538-005 01/01/2022

FOUNTAIN, VERMILLION, and WARREN Counties

	Rates	Fringes
ELECTRICIAN.....	\$ 37.80	22.66

ELEC0538-009 09/01/2018

FOUNTAIN, VERMILLION, and WARREN Counties

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

ELEC0668-001 06/01/2019

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

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

* ELEC0668-002 01/01/2022

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

	Rates	Fringes
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ELECTRICIAN.....\$ 36.17 21.40

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

ELEC0697-003 08/31/2021

NEWTON COUNTY

	Rates	Fringes
ELECTRICIAN (Communication Technician Only).....	\$ 35.75	28.77

ELEC0697-006 06/01/2022

NEWTON COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 45.25	30.13

ELEC0702-003 12/30/2019

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

	Rates	Fringes
Line Construction:		
GROUNDMAN, Class A.....	\$ 28.58	29% + 7.75
GROUNDMAN-EQUIPMENT OPERATOR (All other equipment).....	\$ 36.35	29% + 7.75
HEAVY-EQUIPMENT OPERATOR (All crawler type equipment D-4 and larger)...	\$ 41.49	29% + 7.75
LINEMAN.....	\$ 50.63	29% + 7.75

ELEC0725-007 06/01/2021

BROWN, CLAY, GREENE, KNOX, MONROE, OWEN, PARKE, SULLIVAN AND
VIGO COUNTIES

	Rates	Fringes
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Communication Technician.....\$ 29.56 15.96

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

ELEC0725-014 10/01/2021

BROWN, CLAY, GREENE, KNOX, MONROW, OWEN, PARKE, SULLIVAN AND VIGO COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 39.00	21.01

ELEC0855-002 06/01/2018

BLACKFORD, DELAWARE, FAYETTE, FRANKLIN, HENRY, JAY, RANDOLPH, UNION and WAYNE Counties

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

ELEC0855-004 06/01/2021

BLACKFORD, DELAWARE, FAYETTE, FRANKLIN, HENRY, JAY, RANDOLPH, UNION and WAYNE Counties

	Rates	Fringes
ELECTRICIAN.....	\$ 33.57	19.03

ELEC0873-001 06/01/2021

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

	Rates	Fringes
ELECTRICIAN (Communication Technician Only).....	\$ 30.08	17.23

ELEC0873-002 03/01/2022

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

	Rates	Fringes
ELECTRICIAN.....	\$ 36.59	20.12

ELEC1393-001 12/02/2020

REMAINING COUNTIES

	Rates	Fringes
Line Construction:		
EQUIPMENT OPERATOR 1:		
Diggers, 5th wheel type		
trucks, crawler type, D-4		
and smaller, bucket trucks		
and live boom type line		
trucks.....	\$ 32.91	29%+6.75
EQUIPMENT OPERATOR 3		
(Backhoes over 1/2 yard		
bucket capacity, cranes		
rated at 15 ton or more		
capacity) 95% J.L. rate.....	\$ 39.19	29%+6.75
GROUNDMAN TRUCK DRIVER.....	\$ 26.14	29%+6.75
GROUNDMAN.....	\$ 25.04	29%+6.75
LINEMAN.....	\$ 41.61	29%+6.75

ENGI0103-003 04/01/2021

INCLUDING UNDERGROUND AND UTILITY CONSTRUCTION

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

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 37.75	20.21
GROUP 2.....	\$ 36.03	20.21
GROUP 3.....	\$ 35.11	20.21
GROUP 4.....	\$ 33.61	20.21

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

GROUP 3: Assistant plant engineer; Base paver (Jersey or similar type machine); Concrete finishing machine; Concrete

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

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

 ENGI0150-009 04/01/2021

HEAVY, HIGHWAY AND RAILROAD CONSTRUCTION

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

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 31.85	30.85
GROUP 2.....	\$ 30.25	30.85
GROUP 3.....	\$ 28.95	30.85
GROUP 4.....	\$ 27.55	30.85
GROUP 5.....	\$ 24.30	30.85

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Air compressors in manifold with throttle valve; Asphalt plant engineer; Auto grade or similar type machine; Auto patrol; Automatic Sub-Grade; Backhoe or farm type

tractor, 45 hp and over; Ballast regulator (RR); Barrier Wall Machine; Batch Plants (Concrete & Asphalt); Bituminous mixer; Bituminous paver; Bituminous plant engineer; Boring Machine; Bulldozer; Caisson drilling machine; Cherry picker, 15 ton or over; Chip spreader; Concrete mixer, 21 cu. ft. or over; Concrete Belt Placer; Concrete Paver; Concrete Pump (Truck Mounted); Concrete Saw (track mounted); Concrete Spreader (power driven); Core drilling machine; Crane or derrick with any attachment (including clamshell, dragline, shovel, backhoe, etc.); Curb Machine; Gutter Machine; Dredge engineer; Dredge operator; Drilling machine on which the drill is an integral part; Earthmover, rubber-tired (paddle wheel, 616, 631, TS-24 or similar type); Earthmover, rubber-tired, tandem (.50 per hr. additional for each bowl); Elevating Grader; Forklift (10 ton or over); P.C.C. Formless Paver; Gradall; Gravel Processing Plant (portable); Operator of Guard Rail Post Driver; Highlift Shovel 1-1/2 cu.yd. or over) Frame; Hoist (2 drum & over); Helicopter crew; Hydraulic boom truck; Hydraulic Excavator; Loaded-Self propelled (belt chain wheel); Laser Screed; Locomotive operator; Mechanic; Mucking machine; P.C.C. Concrete Belt Placer; Panel board concrete plant (central mix type); Paver (Hetherington); Pavement Breaker; Pile driver, skid or crawler; Road paving mixer; Rock breaking plant; Rock crushing plant (portable); Roller (asphalt, waterbound macadam, bituminous macadam, brick surface); Roller with dozer blade; Road Widener; Root rake (tractor-mounted); Roto Mill Grinder; Self-propelled widener; Stump remover; Surface heater and planer; Tandem push tractor (\$0.50 per hour additional); Tractor, boom; Winch or hoe head; Tractor (push); Tractor with scoop; Tractor-mounted spreader; Tree mover; Trench machine, over 24"; Tug boat operator; Well drilling machine; Widener (Apsco or similar type); Winch truck with A-frame

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

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

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

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

 ENGI0150-039 06/01/2021

UNDERGROUND & UTILITY CONSTRUCTION:

JASPER, NEWTON, PULASKI AND STARKE COUNTIES:

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 42.00	39.68
GROUP 2.....	\$ 41.20	39.68
GROUP 3.....	\$ 36.90	39.68
GROUP 4.....	\$ 34.70	39.68
GROUP 5.....	\$ 29.25	39.68

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt plants (construction), Asphalt plant

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

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

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

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

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

ENGI0181-014 04/01/2022

HEAVY AND HIGHWAY CONSTRUCTION:

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

	Rates	Fringes
Power equipment operators:		
GROUP A.....	\$ 39.50	18.56
GROUP B.....	\$ 36.85	18.56
GROUP C.....	\$ 34.72	18.56

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP A: Air compressor in manifold with throttle valve; Asphalt plant engineer; Auto grade or similar type machine; Bituminous mixer; Bituminous paver; Bituminous plant engineer; Bulldozer; Caisson drilling machine; Cherry

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

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

GROUP C: Air compressor, oiler; Automatic dry batch plant; Bituminous distributor; Bituminous patching tamper; Belt spreader; Broom and belt machine; Brush burner; Chair cart,

self- propelled; Coleman-type screen; Cold grinder oiler; Concrete mixer, less than 21 cu. ft.; Conveyor, portable; Curb machine; Deckhand; Digger (post hole, power-driven); Farm tractor, including farm tractor with all attachments (except backhoe, Hi- lift endloaders); Form grader; Form tamper, motor-driven; Generator; Gunite machine; Hetherington driver; Hydra seeder; Mechanical heater; Minor equipment operator, 1 through 4 pieces; Curing spraying machine; Power saw, concrete (power-driven); Pug mill pull broom, power type; Seaman tiller; Slurry seal machine; Spike machine; Straw blower or brush mulcher; Stripping machine (paint, motor-driven); Sub grader; Throttle valve; Tractaire with drill; Truck crane and multi-drill oiler, driver; Spreader; Water pump.

 ENGI0181-015 04/01/2022

SEWER WATERLINE & UTILITY CONSTRUCTION:

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

	Rates	Fringes
Power equipment operators:		
GROUP A.....	\$ 39.50	19.28
GROUP B.....	\$ 36.85	19.28

SEWER WATERLINE & UTILITY CONSTRUCTION

GROUP A: A-frame winch truck; Air compressor 900 cu. ft. and over; Air tugger; Autograde (CMI); Auto patrol; Backhoe; Ballast regulator (RR); Batch plant (electrical control concrete); Bending machine (pipe); Bituminous plant (engineer); Bituminous plant; Bituminous mixer travel plant; Bituminous paver; Bituminous roller; Buck hoist; Bulldozer; Cableway; Chicago boom; Clamshell; Concrete mixer, 21 cu. ft. or over; Concrete paver, concrete pump, crete; Crane; Craneman; Crusher plant; Derrick; Derrick boat; Dinky; Dope pots (pipeline); Dragline; Dredge operator; Dredge engineer; Drill operator; Elevator grader; Elevator; Ford hoe, or similar type equipment; Forklift; Formless paver; Gantry crane; Gradall; Grademan; Hopto; Hough loader or similar type; Hydro crane; Motor crane; Mucking machine; Multiple tamping machine (RR); Overhead

crane; Pile driver; Pulls; Push dozer; Push boats; Roller (sheep foot); Ross Carrier; Scoop; Shovel; Side boom; Swing crane; Trench machine; Welder (heavy duty; Truck-mounted concrete pump; Truck-mounted drill; Well point; Whirleys.

GROUP B: Air compressor, up to 900 cu. ft.; Brakeman; Bull float; Concrete mixer, over 10S and under 21S; Concrete spreader or puddler; Deck engine; Electric vibrator compactor (earth or rock); Finishing machine; Fireman; Greaser, on grease facilities servicing heavy equipment; Material pump; Motor boats; Portable loader; Post hole digger; Power broom; Rock roller; Roller, wobble wheel (earth and rock); Spike machine (RR); Seaman tiller; Spreader rock; Sub grader; Tamping machine; Welding machine; Widener, Apsco or similar type: Bituminous distributor; Cement gun; Concrete saw; Conveyor; Deckhand oiler; Earth roller; Form grader; Generator; Guard rail driver; Heater; JLG lifts; Oiler; Paving joint machine; Power traffic signal; Scissor lift; Steam Jenny; Truck crane oiler; Vibrator; Water pump.

 ENGI0841-011 04/01/2020

HEAVY, HIGHWAY AND UTILITY CONSTRUCTION

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

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 33.75	23.00+a
GROUP 2.....	\$ 27.50	23.00+a

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Air Compressor Over 600 CU FT, Air Compressors (2), Compressors hooked in Manifold, Asphalt Plant Engineer, Auto Grade and/or C.M.I. or similar type Machine, Auto Patrol, Motor Patrol, Power Blade, Aspco Paver, Asphalt Planer, Asphalt Rollers, Asphalt Paver Operator, Concrete or Asphalt Milling Machine, Self Propelled Widener, Backhoe and/or Pavement Breaker Attachment, Self Propelled Pavement Breaker, Ballast Regulator (R.R), Bituminous Mixer, Bituminous Paver, Bituminous Plant Engineer, Bulk Cement Plant Engineer, Bulldozer, One Drum Hoist with Tower or Boom, Cableways, Tower Machines, Back Filler, Boom Tractor,

Boom or Winch Truck, Winch or Hydraulic Boom Truck, Boring Machine, Bolier Operator, Brush Mulcher, Bull Float, Finishing Machine, Power Cranes, Overhead Cranes, Truck cranes, Piledriver, Skid or Crawler, Guard Rail Post Driver, Tower Cranes, Hydro Crane, Cherry Picker, Draglines, Derricks, Shovels, Clam, Gradalls, Two Drum Machine, Concrete or Asphalt Curb Machine, Self Propelled, Concrete Mixers with Skid, Tournamixer, Concrete Pump (Truck or Skid Mounted), Concrete Plant Engineer, Soil Cement Machine, Formless Paver, Concrete Spreader, Span Saw (and similar types), Chip Spreader, Mesh Placer, Dredging Equipment or Dredge Engineer or Dredge Operator, Tug Boat Operator, Marine Scoops, Ditching Machine with Dual Attachment, Standard or Dinkey Locomotives, Drilling Machine, including Well Testing, Caissons, Shaft or any similar type Drilling Machine (Well Point Systems), 4 Point Life System (Power Lift or similar type), Mud Cat, Mucking Machine, Sull-Air, Mechanics, Welder, Head Equipment Greaser, Tournapull, Tractor Operating Scoops, Push Tractors, Large Rollers on Earth, Loaders (Track or Rubber Mounted), or similar type Machine, Lull, Tornadozer, Scoopmobiles, Elevating Machines, Power Broom (Self Propelled), Power Sub Grader, Hydra Ax, Farm Tractor with Attachments, Soil Stabilizer (Seaman Tiller, Bo mag, Rago Gator and similar types of equipment), Tree Mover, Stump Remover, Root Rake, Hydra Seeder, Straw Blower, Refrigerating Machine, Freezing Operator, Chair Cart-Self Propelled, Helicopter Crew (3), Ross Carrier or Straddle Buggy or similar Machine, Rock Crusher Plant, Gravel Processing Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Pug Mill, Concrete Bump Grinder Machine, Power Curing Spray Machine, Forklift (except when used for landscaping), Snooper Truck Operator.

GROUP 2: Air Compressor 600 cu. ft. and under, Air Tugger, Air Valves, Assistant Concrete Plant Engineer, Assistant Asphalt Plant Engineer, Asphalt Plant Fireman, Bulk Cement Plant Equipment Greaser, Concrete Mixers without Skips, Curbing Machine, Concrete Saw (Self Propelled), Conveyors, Cement Blimps, Ditching Machine under 6", Distributor Operator On trucks, Deck Hands, Elevators when used for hoisting material, Engine Tenders, Fork Lift (when used for landscaping), Farm Tractor, Fireman, Fireman on Paint or Dope Pots, Form Tamper, Form Grader, Flex Plane, Generators (two to four), or Welding Machines or Water Pumps, within 400 feet, Guniting Machine, Machine Mounted Post Hole Digger, Mude Jack, One Drum Machines without Tower or Boom, One Water Pump, One Welding Machine, Outboard or Inboard Motor Boat, Pull Broom (Power Type, Siphons and Pulsometer, Switchman, Striping and or Painting

Machine (motor driven), Slurry Seal Machine, Track Jack, Temporary Heat, Throttle Valve, Tube Float, Tractaire, Wagon Drill, Multiple Tamping Machine (R.R.), Spike Machine (R.R.), Mechanical Heaters, Brush Burner, Vacuum Truck (Super Sucker and similar types).

FOOTNOTES:

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

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

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

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

IRON0022-001 06/01/2021

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

	Rates	Fringes
IRONWORKER.....	\$ 33.90	24.70

The following holidays shall be observed: New Year's Day,

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

IRON0044-010 06/01/2022

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

	Rates	Fringes
Ironworkers:		
FENCE ERECTORS.....	\$ 30.28	22.30
ORNAMENTAL.....	\$ 31.87	22.30
STRUCTURAL, MACHINERY		
MOVERS, RIGGERS.....	\$ 31.87	22.30

IRON0070-002 06/01/2022

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

	Rates	Fringes
IRONWORKER.....	\$ 31.79	24.62

IRON0070-016 06/01/2022

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

	Rates	Fringes
IRONWORKER (Reinforcing).....	\$ 31.79	24.62

IRON0103-001 04/01/2021

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

	Rates	Fringes
IRONWORKER.....	\$ 30.00	25.66

IRON0147-004 06/01/2021

ADAMS, ALLEN, BLACKFORD, DEKALB, DELAWARE (NORTHEAST THIRD OF COUNTY), FULTON (EASTERN PART), GRANT (EXCLUDING SOUTHWEST PORTION), HUNTINGTON, JAY, MIAMI (NORTHEAST HALF), NOBLE (EXCLUDING NORTHEAST TIP), STEUBEN, WABASH, WELLS, and WHITLEY COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 30.35	24.22

IRON0290-004 06/01/2022

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

	Rates	Fringes
Ironworkers:.....	\$ 31.59	24.40

IRON0292-005 06/01/2022

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

	Rates	Fringes
IRONWORKER.....	\$ 33.62	24.25

IRON0395-002 06/01/2022

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

	Rates	Fringes
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IRONWORKER

IRONWORKERS.....	\$ 43.00	37.24
SHEETER.....	\$ 41.75	34.54

LAB00041-003 04/01/2022

HEAVY & HIGHWAY CONSTRUCTION

NEWTON COUNTY

	Rates	Fringes
LABORERS		
Group 1.....	\$ 31.74	23.63
Group 2.....	\$ 32.04	23.63
Group 3.....	\$ 32.74	23.63

LABORERS CLASSIFICATIONS (HEAVY AND HIGHWAY)

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

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

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

LAB00041-005 04/01/2022

UTILITY CONSTRUCTION

JASPER & NEWTON COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 31.74	23.63
GROUP 2.....	\$ 32.04	23.63
GROUP 3.....	\$ 32.74	23.63

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

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

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

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

LAB00041-006 04/01/2022

HEAVY & HIGHWAY CONSTRUCTION

JASPER & STARKE COUNTIES

	Rates	Fringes
LABORERS		
Group 1.....	\$ 28.97	23.63
Group 2.....	\$ 29.27	23.63
Group 3.....	\$ 29.97	23.63

LABORERS CLASSIFICATIONS (HEAVY AND HIGHWAY)

GROUP 1: Construction Laborer, Carpenter Tender, Fence Erector, Grade Checker, Guard Rail Erector, Continuous Steel Rod or Mat Installer, Wire Mesh Layer, Joint Man (Mortar, Mastic, and all other types), Lighting Installer (Permanent or Temporary), Lineman for Automatic Grade Maker on Paving Machines, Mortar Man, Multi-Plant Erector, Rip-rap Installer (all Products and Materials), Road Marking and Delineation Laborer, Setting and Placing of all Precast Concrete Products, Sign 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, Pumpcrete 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 (manual or power driven),

Straw Blower Man, Subsurface Drain and Culvert Pipe Layer, Concrete Conveyor, Horizontal Boring and Jackman and Sheetman, Pipe Grease Man, Winch and Windless Operator Conduit Installer, Sod Layer

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

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

LAB00081-003 04/01/2022

UTILITY CONSTRUCTION

STARKE COUNTY

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 28.97	23.63
GROUP 2.....	\$ 29.27	23.63
GROUP 3.....	\$ 29.97	23.63

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

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

rail setter (for sidewalks, side ditches, radii, and pavements); Spreader box tender (manual or power-driven); Straw blower man; Subsurface drain and culvert pipe layer; Transverse and longitudinal hand bull float man; Concrete conveyor assembly man; Horizontal boring and jacking man; Jackman and sheetman; Pipe grade man; Winch and windlass operator

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

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

LAB00120-003 04/01/2022

UTILITY CONSTRUCTION

MARION & SHELBY COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 27.40	17.22
GROUP 2.....	\$ 27.90	17.22
GROUP 3.....	\$ 28.40	17.22

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

GROUP 1: Construction laborer; Fence erector; Flagger; Grade checker; Guard rail erector; Wire mesh layer; Joint man (mortar, mastic and all other types); Lighting installer (permanent or temporary); Lineman for automatic grade maker on paving machines; Mortar man; Multi-plate erector; Rip-rap installer (all products and materials); Road marking and delineation laborer; Setting and placing of all precast concrete products; Sign installation including supporting structure; Spraying of all epoxy, curing compound, or like material; sod layer; Air tool, power tool, and power equipment operator; Asphalt lute man; Asphalt raker man; Batch truck dumper; Bridge handrail erector; Handler (bulk or bag cement); Chain saw man; concrete puddler; concrete rubber; Concrete saw operator; Core drill operator, eye level; Hand blade operator; Hydro

seeder man; Motor-driven Georgia buggy operator; Power-driven compactor or tamper operator; Power saw operator; Pumpcrete assembly man; Screed man or screw man on asphalt paver; Rebar installer; Sandblaster man; Sealer applicator for asphalt (toxic); Setting and placing prestressed or precast concrete structural members; Side rail setter (for sidewalks, side ditches, radii, and pavements); Spreader box tender (manual or power-driven); Straw blower man; Subsurface drain and culvert pipe layer; Transverse and longitudinal hand bull float man; Concrete conveyor assembly man; Horizontal boring and jacking man; Jackman and sheetman; Pipe grade man; Winch and windlass operator

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

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

LAB00204-003 04/01/2022

UTILITY CONSTRUCTION

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

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 27.40	17.22
GROUP 2.....	\$ 27.90	17.22
GROUP 3.....	\$ 28.40	17.22

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

GROUP 1: Construction laborer; Fence erector; Flagger; Grade checker; Guard rail erector; Wire mesh layer; Joint man (mortar, mastic and all other types); Lighting installer (permanent or temporary); Lineman for automatic grade maker on paving machines; Mortar man; Multi-plate erector; Rip-rap installer (all products and materials); Road marking and delineation laborer; Setting and placing of all

precast concrete products; Sign installation including supporting structure; Spraying of all epoxy, curing compound, or like material; sod layer; Air tool, power tool, and power equipment operator; Asphalt lute man; Asphalt raker man; Batch truck dumper; Bridge handrail erector; Handler (bulk or bag cement); Chain saw man; concrete puddler; concrete rubber; Concrete saw operator; Core drill operator, eye level; Hand blade operator; Hydro seeder man; Motor-driven Georgia buggy operator; Power-driven compactor or tamper operator; Power saw operator; Pumpcrete assembly man; Screed man or screw man on asphalt paver; Rebar installer; Sandblaster man; Sealer applicator for asphalt (toxic); Setting and placing prestressed or precast concrete structural memebbers; Side rail setter (for sidewalks, side ditches, radii, and pavements); Spreader box tender (manual or power-driven); Straw blower man; Subsurface drain and culvert pipe layer; Transverse and longitudinal hand bull float man; Concrete conveyor assembly man; Horizontal boring and jacking man; Jackman and sheetman; Pipe grade man; Winch and windlass operator

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

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

 LAB00213-003 04/01/2022

UTILITY CONSTRUCTION

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

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 27.40	17.22
GROUP 2.....	\$ 27.90	17.22
GROUP 3.....	\$ 28.40	17.22

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

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

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

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

LAB00274-005 04/01/2022

UTILITY CONSTRUCTION

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

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 27.40	17.22
GROUP 2.....	\$ 27.90	17.22
GROUP 3.....	\$ 28.40	17.22

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

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

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

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

LAB00561-015 04/01/2022

UTILITY CONSTRUCTION

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

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 27.40	17.22
GROUP 2.....	\$ 27.90	17.22
GROUP 3.....	\$ 28.40	17.22

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

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

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

(tending bricklayers); TVing and associated grouting of utility lines

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

LAB00645-005 04/01/2022

UTILITTY CONSTRUCTION

ELKHART COUNTY

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 27.40	17.22
GROUP 2.....	\$ 27.90	17.22
GROUP 3.....	\$ 28.40	17.22

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

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

operator

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

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

LAB00645-006 04/01/2022

UTILITY CONSTRUCTION

KOSCIUSKO, LAGRANGE, & MARSHALL COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 27.40	17.22
GROUP 2.....	\$ 27.90	17.22
GROUP 3.....	\$ 28.40	17.22

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

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

rail setter (for sidewalks, side ditches, radii, and pavements); Spreader box tender (manual or power-driven); Straw blower man; Subsurface drain and culvert pipe layer; Transverse and longitudinal hand bull float man; Concrete conveyor assembly man; Horizontal boring and jacking man; Jackman and sheetman; Pipe grade man; Winch and windlass operator

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

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

LAB00741-007 04/01/2022

UTILITY CONSTRUCTION

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

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 27.40	17.22
GROUP 2.....	\$ 27.90	17.22
GROUP 3.....	\$ 28.40	17.22

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

GROUP 1: Construction laborer; Fence erector; Flagger; Grade checker; Guard rail erector; Wire mesh layer; Joint man (mortar, mastic and all other types); Lighting installer (permanent or temporary); Lineman for automatic grade maker on paving machines; Mortar man; Multi-plate erector; Rip-rap installer (all products and materials); Road marking and delineation laborer; Setting and placing of all precast concrete products; Sign installation including supporting structure; Spraying of all epoxy, curing compound, or like material; sod layer; Air tool, power tool, and power equipment operator; Asphalt lute man; Asphalt raker man; Batch truck dumper; Bridge handrail

erector; Handler (bulk or bag cement); Chain saw man; concrete puddler; concrete rubber; Concrete saw operator; Core drill operator, eye level; Hand blade operator; Hydro seeder man; Motor-driven Georgia buggy operator; Power-driven compactor or tamper operator; Power saw operator; Pumpcrete assembly man; Screed man or screw man on asphalt paver; Rebar installer; Sandblaster man; Sealer applicator for asphalt (toxic); Setting and placing prestressed or precast concrete structural members; Side rail setter (for sidewalks, side ditches, radii, and pavements); Spreader box tender (manual or power-driven); Straw blower man; Subsurface drain and culvert pipe layer; Transverse and longitudinal hand bull float man; Concrete conveyor assembly man; Horizontal boring and jacking man; Jackman and sheetman; Pipe grade man; Winch and windlass operator

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

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

LAB00795-004 04/01/2022

UTILITY CONSTRUCTION

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

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 27.40	17.22
GROUP 2.....	\$ 27.90	17.22
GROUP 3.....	\$ 28.40	17.22

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

GROUP 1: Construction laborer; Fence erector; Flagger; Grade checker; Guard rail erector; Wire mesh layer; Joint man (mortar, mastic and all other types); Lighting installer (permanent or temporary); Lineman for automatic grade maker

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

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

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

LAB00999-001 04/01/2020

HEAVY AND HIGHWAY CONSTRUCTION

ALL COUNTIES EXCEPT: Jasper, Newton, & Starke

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 25.10	16.17
GROUP 2.....	\$ 25.40	16.17
GROUP 3.....	\$ 26.10	16.17

LABORERS CLASSIFICATIONS

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

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

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

LAB01112-003 04/01/2022

UTILITY CONSTRUCTION

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

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 27.40	17.22
GROUP 2.....	\$ 27.90	17.22

GROUP 3.....\$ 28.40

17.22

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

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

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

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

PAIN0012-006 05/01/2020

COMMERCIAL AND INDUSTRIAL

DEARBORN, OHIO, RIPLEY AND SWITZERLAND COUNTIES:

	Rates	Fringes
PAINTER		
Bridges, Lead Abatement.....	\$ 26.30	11.35
Brush & Roller,		
Paperhanger, Drywall Taping.\$	25.30	11.35
Sandblasting, Waterblasting.\$	26.05	11.35
Spray.....	\$ 25.80	11.35

PAIN0027-005 06/01/2021

NEWTON COUNTY, West of Highway #41

	Rates	Fringes
GLAZIER.....	\$ 47.83	39.84

PAIN0047-005 06/01/2020

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

	Rates	Fringes
PAINTER		
BRIDGE WORK		
Concrete/Masonry Bridges...	\$ 26.44	13.30
Steel Bridges.....	\$ 30.50	14.50
NON-BRIDGE WORK		
Brush, Roller.....	\$ 26.23	15.55
Spray and Sand-Blasting....	\$ 27.23	15.55

PAIN0080-001 06/01/2020

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

	Rates	Fringes
PAINTER		
Brush and Roller.....	\$ 25.05	17.53
Spray and Sandblasting.....	\$ 26.00	17.53

PAIN0091-007 06/01/2020

ELKHART, FULTON, KOSCIUSKO AND MARSHALL COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller, Drywall Taping & Finishing, Vinyl/Paper Hanging.....	\$ 27.00	16.36
Spray.....	\$ 27.50	16.36

PAIN0118-005 06/01/2020

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

	Rates	Fringes
Painters:		
Heavy Construction Brush, Roller & Paperhanger.....	\$ 22.20	14.07
Spray, Sandblast & Waterblast.....	\$ 23.45	13.19
Highway Construction & Railroad Bridges Brush, Roller & Paperhanger.....	\$ 28.63	14.07
Spray, Sandblast & Waterblast.....	\$ 29.63	14.07

PAIN0156-001 04/01/2020

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

	Rates	Fringes
Painters:		
BRUSH & ROLLER OF MASTICS, CREOSOTES, KEWINCH KOATE, & COAL TAR EPOXY.....	\$ 28.60	17.53
BRUSH & ROLLER.....	\$ 27.60	17.53
DRYWALL FINISHERS.....	\$ 27.85	17.53
SPRAY of MASTICS CREOSOTES, KWINCH KOATE, COAL TAR EPOXY.....	\$ 29.60	17.53
SPRAY, SANDBLAST, POWER TOOLS, WATERBLAST & STEAM CLEANING.....	\$ 28.60	17.53

FOOTNOTE A:

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

PAIN0197-001 06/01/2020

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

	Rates	Fringes
Painters:		
Brush & Roller.....	\$ 27.05	13.42
Sandblasting.....	\$ 29.05	13.42
Spray & Pot Man.....	\$ 27.55	13.42

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

PAIN0387-004 11/01/2021

DEARBORN, FRANKLIN, OHIO, RIPLEY, and SWITZERLAND COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 27.93	16.82

PAIN0460-004 06/01/2020

JASPER, NEWTON, PULASKI, STARKE AND WHITE COUNTIES

	Rates	Fringes
Painters:		
Brush & Roller		
Building.....	\$ 35.05	26.21
Brush and Roller		
Heavy and Highway.....	\$ 37.85	26.21
Drywall Taping & Finishing..	\$ 35.85	26.21

PAIN0469-002 12/01/2021

ADAMS, ALLEN, DEKALB, GRANT, HUNTINGTON, LAGRANGE, NOBLE,

STEUBEN, WABASH, WELLS, and WHITLEY COUNTIES

	Rates	Fringes
Painters:		
Brush, Roller, Paperhanger, & Drywall Finishing.....	\$ 24.86	14.77
Lead Abatement.....	\$ 27.66	14.30
Spray & Sandblast Pot Tenders and Ground Personnel.....	\$ 24.86	14.30
Spray, Sandblast, Power Tools, Waterblast, & Steam Cleaning.....	\$ 24.86	14.30

PAIN0669-001 05/01/2021

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

	Rates	Fringes
Painters:		
Brush; Roller; Paperhanging; Drywall Finishers.....	\$ 21.70	14.79
Spray/Waterblasting; Sandblasting.....	\$ 22.70	14.79

PAIN1165-014 07/01/2021

CLARK, CRAWFORD, DAVIESS, DUBOIS, FLOYD, GIBSON, HARRISION,
JEFFERSON, KNOX, MARTIN, ORANGE, PERRY, PIKE, POSEY, SCOTT,
SPENCER, VANDERBURGH, WARRICK AND WASHINGTON

	Rates	Fringes
GLAZIER.....	\$ 30.45	17.25

PAIN1165-017 07/01/2021

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

Rates	Fringes
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GLAZIER.....	\$ 27.42	15.55
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PAIN1165-018 07/01/2021

JASPER and NEWTON (East of Highway #41) COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 38.18	25.53

PAIN1165-019 07/01/2021

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

	Rates	Fringes
GLAZIER.....	\$ 29.81	17.68

PAIN1165-022 01/01/2021

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

	Rates	Fringes
GLAZIER.....	\$ 29.61	17.42

PLAS0075-001 06/01/2017

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

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

PLAS0075-002 06/01/2017

GREENE and SULLIVAN COUNTIES

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...\$ 28.50	13.50
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PLAS0101-001 06/01/2018

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

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

PLAS0101-008 06/01/2014

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

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

PLAS0438-003 06/01/2018

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

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

PLAS0692-002 06/01/2016

AREA #46

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

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

PLAS0692-008 05/01/2017

BARTHOLOMEW, BROWN, CLARK, DEARBORN, FLOYD, JACKSON, JEFFERSON, JENNINGS, LAWRENCE, OHIO, ORANGE, RIPLEY, SCOTT, SHELBY, SWITZERLAND, and WASHINGTON Counties

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

PLAS0692-009 04/01/2020

AREA #83

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 26.00	15.54
PLASTERER.....	\$ 25.49	11.95

PLAS0692-011 04/01/2020

AREA #83

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 26.00	15.54
PLASTERER.....	\$ 25.49	11.95

PLAS0692-015 06/01/2016

AREA #121

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

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

PLAS0692-018 06/01/2017

AREA #165

NEWTON COUNTIES

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

PLAS0692-022 06/01/2017

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

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

PLAS0692-023 06/01/2018

AREA #532

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

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

PLAS0692-027 04/01/2020

AREA #566

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 28.30	18.31

PLUM0136-003 04/01/2022

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

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 40.07	19.11

PLUM0157-002 07/01/2022

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

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 39.73	20.85

* PLUM0166-001 06/01/2022

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

	Rates	Fringes
Plumber and Steamfitter.....	\$ 39.26	17.81

* PLUM0166-002 06/01/2022

ELKHART, KOSCIUSKO, and LAGRANGE COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 39.26	17.81

PLUM0172-001 06/01/2022

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 38.54	21.79

PLUM0210-003 09/01/2020

JASPER (to the City of Rensselaer) and NEWTON COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 42.07	25.16

PLUM0392-006 06/01/2018

DEARBORN, OHIO, RIPLEY, AND SWITZERLAND COUNTIES

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

PLUM0440-002 06/04/2022

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

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 41.57	18.99

PLUM0440-004 06/01/2018

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

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

PLUM0502-001 08/01/2016

CLARK, FLOYD AND HARRISON COUNTIES

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

PLUM0597-004 06/01/2018

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

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

ROOF0023-004 06/01/2021

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

	Rates	Fringes
ROOFER		
COMPOSITION.....	\$ 30.50	19.03
SLATE & TILE.....	\$ 32.00	19.03

ROOF0026-002 06/01/2021

JASPER AND NEWTON COUNTIES

	Rates	Fringes
ROOFER.....	\$ 39.59	22.07

ROOF0042-002 08/01/2021

DEARBORN, OHIO and RIPLEY COUNTIES

	Rates	Fringes
ROOFER.....	\$ 28.85	17.05

ROOF0075-001 05/01/2021

FAYETTE, RANDOLPH, UNION, and WAYNE Counties

	Rates	Fringes
ROOFER		
Composition.....	\$ 24.38	20.09
Slate & Tile.....	\$ 24.60	20.09

ROOF0075-002 05/01/2021

CLINTON COUNTY

	Rates	Fringes
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ROOFER

Composition.....	\$ 24.38	20.09
Slate & Tile.....	\$ 24.60	20.09

ROOF0106-006 04/01/2021

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

Rates	Fringes
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ROOFER

COMPOSITION.....	\$ 31.00	18.43
SLATE & TILE.....	\$ 30.80	16.52

ROOF0119-002 09/01/2021

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

Rates	Fringes
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ROOFER.....	\$ 27.80	11.75
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ROOF0147-002 04/01/2018

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

Rates	Fringes
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ROOFER.....	\$ 24.43	10.20
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ROOF0150-002 07/01/2021

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

Rates	Fringes
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ROOFER.....	\$ 28.50	16.50
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SHEE0020-003 07/01/2021

	Rates	Fringes
Sheet metal worker (HVAC Duct Work).....	\$ 32.71	25.82

SHEE0020-010 07/01/2021

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

	Rates	Fringes
SHEET METAL WORKER.....	\$ 37.46	23.83

SHEE0020-011 07/01/2020

CLINTON COUNTY

	Rates	Fringes
SHEET METAL WORKER.....	\$ 33.31	25.51

SHEE0020-024 07/01/2020

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

	Rates	Fringes
Sheet metal worker.....	\$ 35.71	21.95

TEAM0135-003 04/01/2021

REMAINING COUNTIES

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 31.16	17.27
GROUP 2.....	\$ 31.21	17.27
GROUP 3.....	\$ 31.26	17.27
GROUP 4.....	\$ 31.31	17.27
GROUP 5.....	\$ 31.36	17.27

GROUP 6.....	\$ 31.26	17.27
GROUP 7.....	\$ 31.46	17.27
GROUP 8.....	\$ 31.46	17.27
GROUP 9.....	\$ 31.56	17.27
GROUP10.....	\$ 31.01	17.27
GROUP11.....	\$ 31.56	17.27
GROUP12.....	\$ 31.66	17.27

TRUCK DRIVER CLASSIFICATIONS

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

GROUP 2: Single axle fuel and water trucks

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

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

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

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

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

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

GROUP 9: Low-boys, tandem tri-axle; Acey wagons up to and including 3 buckets; Equipment when not self-loaded or pusher loaded, such as koehring or similar dumpsters, Track

Trucks, Euclid bottom dump and hug bottom dump,
Tournatrailers, Tournarockers, Acey wagons or for similar
equipment (over 12 cu yds.)

GROUP 10: Pick-up trucks

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

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

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

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

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

The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage

determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those

classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"