



CITY OF FISHERS AGENDA

BOARD/COMMISSION: Board of Public Works and Safety Meeting

DATE: 5/23/2023, at 9:00 AM

DIRECTIONS: Fishers City Services Building, 3 Municipal Drive, Fishers, IN 46038

BOARD OF PUBLIC WORKS AND SAFETY MEETING, 9:00 A.M., CITY COURT CHAMBERS:

- 1. Meeting Called to Order**
- 2. Announcements**
- 3. Presentations**
- 4. Consent Agenda**
 - a. Request to review the previous meeting memoranda
 - b. Request to approve the account payable register
- 5. Resolution**
 - a. R052323 – Request to approve the Event Center Lease Agreement.
 - b. R052323A – Request to approve Supplemental Fee for 136th Street Widening.
 - c. R052323B – Resolution Approving Additional BOT Work.
 - d. R052323C – Resolution Approving Malinowski Professional Services Agreement
 - e. R052323D – Resolution Approving and Adopting Local Road Speed Limit Sign Policy.

f. R052323E – Resolution approving bid for the construction of certain ADA Facility Improvements CDBG.

g. R052323F - Resolution Amending Fishers Parking Schedule, Parking Time Limited.

6. Regular Items

7. Unfinished/New Business

8. Meeting Adjournment



CITY OF FISHERS AGENDA

BOARD/COMMISSION: Board of Public Works and Safety

DATE: 05/09/23

DIRECTIONS: [Fishers City Services Building](#)

BOARD OF PUBLIC WORKS AND SAFETY MEETING, 9:00 A.M., CITY COURT CHAMBERS:

1. Meeting Called to Order:

- The meeting was called to order at 9:00 a.m. by Scott Fadness. Board members Jeff Lantz and Scott Fadness were present.
- Staff present/Legal: Jason Taylor, Rich Bassett, Hatem Mekky, Chris Greisl, Tracy Gaynor, Jake Reardon McSoley, and Kari Adriano.
- Members of the public were able to submit comments to the Board via form submission, no public comments were submitted.

2. Announcements:

3. Presentations: None

CONSENT AGENDA

- 4a.** Request to review the previous meeting memoranda: [Meeting Minutes 4-18-23](#).
- 4b.** Request to approve the account payable register: [Accounts Payable 5-09-23](#).
 - Jeff Lantz made a motion to approve the accounts payable 5-09-23. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

RESOLUTION

- 5. R050923** – Request to approve dedication of right-of-way at 13880 E 116th St. for Tolle Chiropractic.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#) | [Exhibit B](#)
 - Hatem Mekky, Assistant Director of Engineering, presented **R050923** to the board.
 - Jeff Lantz made a motion to approve **R050923**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
- 6. R050923A** – Request to approve Quit Claim Deed at Manship Lane.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)
 - Jason Taylor, Director of Engineering, presented **R050923A** to the board.
 - Jeff Lantz made a motion to approve **R050923A**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
- 7. R050923B** – Request to approve parking and rental fees for Geist Waterfront Park.
[Board Action Form](#) | [Resolution](#)
 - Jake Reardon McSoley, Director of Recreation and Wellness, presented **R050923B** to the board.
 - Based on details being updated regarding the end of season dates, Scott Fadness made a motion to approve **R050923B**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.



8. **R050923C** – Request to approve Professional Services Agreement Juggernaut Brewing Company LLC.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)
- Jake Reardon McSoley, Director of Recreation and Wellness, presented **R050923C** to the board.
 - Jeff Lantz made a motion to approve **R050923C**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
9. **R050923D** – Request to approve Professional Services Agreement 317 Outfitters LLC.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#) | [Exhibit B](#)
- Jake Reardon McSoley, Director of Recreation and Wellness, presented **R050923D** to the board.
 - Scott Fadness made a motion to approve **R05092D**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
10. **R050923E** – Request to approve surplus of certain property – Police Bicycles.
[Board Action Form](#) | [Resolution](#)
- Scott Fadness, Mayor, presented **R050923E** to the board.
- Scott Fadness made a motion to approve **R050923E**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
11. **R050923F** – Request to approve Ninth Amendment to Wholesale Sewer Agreement with Hamilton-Southeastern Utilities and the City of Fishers.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)
- Jason Taylor, Director of Engineering, presented **R050923F** to the board.
 - Scott Fadness made a motion to approve **R050923F**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
12. **R050923G** – Request to approve Amendment to Professional Services Agreement with [Wessler](#) Engineering for SR 37 and 141st Street Lift Station project.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)
- Hatem Mekky, Assistant Director of Engineering, presented **R050923G** to the board.
 - Jeff Lantz made a motion to approve **R050923G**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.



CITY OF FISHERS AGENDA

13. **R050923H** – Request to approve First Amendment to Agreement between City of Fishers and Butler, Fairman and Seufert, Inc. for Fishers Metro Airport Sanitary Sewer project.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)
- Hatem Mekky, Assistant Director of Engineering, presented **R050923H** to the board.
 - Jeff Lantz made a motion to approve **R050923H**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
14. **R050923I** – Request to approve resolution approving Lease Agreement (Norfolk Southern).
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)
- Jason Taylor, Director of Engineering, presented **R050923I** to the board.
 - Scott Fadness made a motion to approve **R050923I**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
15. **R050923J** – Request to approve Second Amendment to the City Landscape Contract.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)
- Eric Steiner, Assistant Director of Public Works, presented **R050923J** to the board.
 - Jeff Lantz made a motion to approve **R050923J**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
16. **R050923K** - Resolution Approving Grant of Right of Way Easement.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)
- Jason Taylor, Director of Engineering, presented **R050923K** to the board.
 - Jeff Lantz made a motion to approve **R050923K**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

REGULAR ITEMS

17. **Unfinished/New Business:**

18. **Meeting Adjournment**

- Scott Fadness made a motion to adjourn the meeting. Jeff Lantz seconded the motion.
- There was no remonstrance and the motion passed 2 in favor, 0 opposed.
- The meeting was adjourned at 9:20 a.m.

This meeting was recorded at <http://tinyurl.com/CityOfFishers>

Respectfully Submitted,

Kari Adriano, Board Clerk



CITY OF FISHERS AGENDA

BOARD/COMMISSION: Board of Public Works and Safety

DATE: 04/18/23

DIRECTIONS: [Fishers City Services Building](#)

BOARD OF PUBLIC WORKS AND SAFETY MEETING, 9:00 A.M., CITY COURT CHAMBERS:

1. Meeting Called to Order:

- The meeting was called to order at 9:03 a.m. by Jeff Lantz. Board members Jeff Lantz and Jason Meyer were present.
- Staff present: Jason Taylor, Rich Bassett, Hatem Mekky, Tracy Gaynor, Lindsey Bennett, Molly Connolly, Jake Reardon McSoley, and Kari Adriano.
- Members of the public: Michelle Westermeier & Steve Shultz.
- Members of the public were able to submit comments to the Board via form submission, submission found [HERE](#).

2. Announcements:

3. Presentations: None

CONSENT AGENDA

- 4a.** Request to review the previous meeting memoranda: [Meeting Minutes 3-28-23](#).
- 4b.** Request to approve the account payable register: [Accounts Payable 4-18-23](#).
- 4c.** R031423N – Request to Approve the Purchase of a Police Vehicle.
[Board Action Form](#) | [Exhibit A](#)
 - Jason Meyer made a motion to approve the consent agenda. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

RESOLUTION

- 5. R032823A** - Request for Declaring Vehicles-Equipment as surplus for Trade-ins.
[Board Action Form](#) | [Resolution](#)
 - Tabatha Miller, Director of Fleet, presented **R041823A** to the board.
 - Jeff Lantz made a motion to approve **R041823A**. Jason Meyer seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
- 6. R041823B** – Request to approve Donation Agreement of Right-of-Way for Nickel Plate Trail.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)
 - Hatem Mekky, Assistant Director of Engineering, presented **R041823B** to the board.
 - Jason Meyer made a motion to approve **R032823B**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.



7. **R041823C**- Request to approve Special Purchase of Bucher Street Sweeper.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)
 - Tabatha Miller, Director of Fleet, presented, **R041823C** to the board.
 - Jason Meyer made a motion to approve **R041823C**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
8. **R041823D** – Request to approve Letter of Understanding with Quest CDN.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)
 - Hatem Mekky, Assistant Director of Engineering, presented **R041823D** to the board.
 - Jeff Lantz made a motion to approve **R041823D**. Jason Meyer seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
9. **R041823E** – Request to approve Road Cut on 96th Street for a utility crossing.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)
 - Hatem Mekky, Assistant Director of Engineering, presented **R041823E** to the board.
 - Jeff Lantz made a motion to approve **R041823E**. Jason Meyer seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
10. **R041823F** - Request to approve Road Cut on 126th Street for a utility crossing.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)
 - Jason Taylor, Director of Engineering, presented **R041823F** to the board.
 - Jeff Lantz made a motion to approve **R041823F**. Jason Meyer seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
11. **R041823G** – Request to approve CDBG Agreement between Hamilton County and City of Fishers.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#) | [Overview](#)
 - Jason Taylor, Director of Engineering, presented **R041823G** to the board.
 - Jason Meyer made a motion to approve **R041823G**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
12. **R041823H** – Request to approve Matching Grant Agreement with the Indiana Department of Transportation.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)
 - Jason Taylor, Director of Engineering, presented **R041823H** to the board.
 - Jason Meyer made a motion to approve **R041823H**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.



REGULAR ITEMS

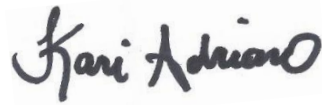
13. Unfinished/New Business:

14. Meeting Adjournment

- Jason Meyer made a motion to adjourn the meeting. Jeff Lantz seconded the motion.
- There was no remonstrance and the motion passed 2 in favor, 0 opposed.
- The meeting was adjourned at 9:19 a.m.

This meeting was recorded at <http://tinyurl.com/CityOfFishers>

Respectfully Submitted,



Kari Adriano, Board Clerk

I hereby certify that each of the above listed vouchers and the invoices, or bills

attached there to, are true and correct and I have audited same in accordance with
IC 5-11-10-1.6.

May 23, 2023

Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

CITY OF FISHERS

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 93 pages and except for accounts payables not allowed as shown on the Register such accounts payables are hereby allowed in the total amount of \$1,392,974.10.

Dated this 23rd day of May 2023.

	_____	_____
	_____	_____
_____	_____	_____

Signatures of Governing Board

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99900000 10100 APCash
CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
30949	05/11/2023	MANL	1521 Indiana Gas Company	70891	0260063427655901456	05/04/2023	22300021		77.83
				77.83	10109012 43100	Professional Services			
							CHECK	30949 TOTAL:	77.83
				NUMBER OF CHECKS	1	*** CASH ACCOUNT TOTAL ***			77.83
						COUNT	AMOUNT		
TOTAL MANUAL CHECKS						1	77.83		
							*** GRAND TOTAL ***		77.83

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99900000 10103 FIB Health/Flex Account									
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
203	05/15/2023	EFT	2650 Community Health Net	70774	EHS-000966	04/30/2023		51523H	33,784.09
				33,784.09	70400000 43100	Professional Services			
						CHECK		203 TOTAL:	33,784.09
204	05/15/2023	EFT	3097 Southeastern Indiana	71010	1245525CTYFIS2	05/04/2023		51523H	26,300.00
				26,300.00	70400000 43100	Professional Services			
				71012	HOD050923	05/09/2023		51523H	565.49
				565.49	70400000 43100	Professional Services			
						CHECK		204 TOTAL:	26,865.49
					NUMBER OF CHECKS	2	*** CASH ACCOUNT TOTAL ***		60,649.58
					TOTAL EFT'S	COUNT	AMOUNT		
						2	60,649.58		
							*** GRAND TOTAL ***		60,649.58

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99900000 10100 APCash
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
30950	05/15/2023	EFT	700 AT&T Mobility II, L	70971	287283082376x042023	04/12/2023	22201114	51523EP	10.77
				10.77	60606050 43100	Professional Services			
						CHECK	30950	TOTAL:	10.77
30951	05/15/2023	EFT	805 Republic Services of	71135	0761-005992675	04/30/2023	22300022	51523EP	1,708.19
				1,708.19	10109012 43100	Professional Services			
				71136	0761-005992968	04/30/2023	22300022	51523EP	614.35
				614.35	10109012 43100	Professional Services			
						CHECK	30951	TOTAL:	2,322.54
30952	05/15/2023	EFT	2114 St Vincent Health, w	70817	20-38296-A	10/28/2021		51523EP	6,355.36
				6,355.36	10108011 43100	Professional Services			
						CHECK	30952	TOTAL:	6,355.36
30953	05/15/2023	EFT	1808 Switch Offices LLC	70830	243	05/01/2023		51523EP	293.75
				293.75	47140000 43700	Rental Expense			
				70831	244	04/27/2023		51523EP	911.48
				911.48	47140000 43700	Rental Expense			
						CHECK	30953	TOTAL:	1,205.23
30954	05/15/2023	EFT	2172 The Huntington Natio	70880	52339	04/03/2023		51523EP	750.00
				750.00	33190000 43100	Professional Services			
						CHECK	30954	TOTAL:	750.00
30955	05/15/2023	EFT	2789 Verizon Communicatio	70761	9022319075	03/30/2023		51523EP	50.00
				50.00	10108013 43100	Professional Services			
				70972	9933261743	04/23/2023	22300286	51523EP	494.84
				494.84	10106050 43100	Professional Services			
				70973	9933292494	04/23/2023	22300286	51523EP	963.32
				963.32	10106050 43100	Professional Services			
				70974	9933326287	04/23/2023	22300286	51523EP	590.08
				590.08	10106050 43100	Professional Services			
				70975	9933314906	04/23/2023	22300286	51523EP	1,200.40
				360.12	10106050 43100	Professional Services			
				840.28	10106050 43100	Professional Services			

A/P CASH DISBURSEMENTS JOURNAL
 CASH ACCOUNT: 99900000 10100 APCash
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
				70976	9933277621	04/23/2023	22300286	51523EP	204.96
				204.96	10106050 43100	Professional Services			
				70978	9933216942	04/23/2023	22300286	51523EP	4,376.37
				1,885.52	10106050 43100	Professional Services			
				2,490.85	10106050 43100	Professional Services			
				70979	9933228524	04/23/2023	22300286	51523EP	1,813.64
				933.66	10106050 43100	Professional Services			
				879.98	10106050 42200	Operating Supplies			
				70980	9933276066	04/23/2023	22300286	51523EP	1,986.88
				1,986.88	62606050 43100	Professional Services			
				70981	9933277574	04/23/2023	22300286	51523EP	2,074.67
				2,074.67	60606050 43100	Professional Services			
						CHECK	30955	TOTAL:	13,755.16
30956	05/15/2023	PRTD	36 American United Life	70952	20230301AR01	03/31/2023		51523EP	1,010.15
				1,010.15	10101015 43100	Professional Services			
						CHECK	30956	TOTAL:	1,010.15
30957	05/15/2023	PRTD	1442 Hamilton County Trea	70797	1514090000006002	05/05/2023		51523EP	3,432.34
				3,432.34	47140000 43100	Professional Services			
				70799	1414010103011000.p23	05/05/2023		51523EP	949.94
				949.94	47140000 43100	Professional Services			
				70801	1414010103002000.p23	05/05/2023		51523EP	41,837.38
				41,837.38	47140000 43100	Professional Services			
				70802	1514010114002001.p23	05/05/2023		51523EP	5.00
				5.00	47140000 43100	Professional Services			
				70803	1514010114003000.p23	05/05/2023		51523EP	5.00
				5.00	47140000 43100	Professional Services			
				70804	1511310000025000.p22	05/05/2023		51523EP	1,270.74
				1,270.74	47140000 43100	Professional Services			
						CHECK	30957	TOTAL:	47,500.40
30958	05/15/2023	PRTD	99998 Shane E Burton, IDOC	71056	29D012105MI003096	04/27/2023		51523EP	575.00
				575.00	27060000 36000	Other Revenue			

A/P CASH DISBURSEMENTS JOURNAL

	CHECK	30958	TOTAL:	575.00
NUMBER OF CHECKS	9	*** CASH ACCOUNT TOTAL ***		73,484.61
		COUNT	AMOUNT	
TOTAL PRINTED CHECKS		3	49,085.55	
TOTAL EFT'S		6	24,399.06	
		*** GRAND TOTAL ***		73,484.61

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99900000 10100 APCash
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
30959	05/15/2023	EFT	3638 TTBM Partners LLC	70659	Disbursement 3	04/28/2023		51523-2	28,642.11
				28,642.11	44391011 43100	Professional Services			
						CHECK	30959	TOTAL:	28,642.11
					NUMBER OF CHECKS	1	*** CASH ACCOUNT TOTAL ***		28,642.11
						COUNT		AMOUNT	
					TOTAL EFT'S	1		28,642.11	
							*** GRAND TOTAL ***		28,642.11

City of Fishers



A/P CASH DISBURSEMENTS JOURNAL April 2023 Met

CASH ACCOUNT: 99900000 10102				FIB Payroll Account							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET		
4302023	05/16/2023	MANL	231 Metropolitan Life In	71348	043023	04/30/2023			29,793.07		
				29,793.07	80600000 29008	Elective Benefits					
CHECK 4302023 TOTAL:									29,793.07		
NUMBER OF CHECKS 1						*** CASH ACCOUNT TOTAL ***			29,793.07		
TOTAL MANUAL CHECKS						COUNT	AMOUNT				
						1	29,793.07				
*** GRAND TOTAL ***									29,793.07		

Report generated: 05/16/2023 15:52
 User: rasmussent
 Program ID: apcshdsb

Page 1

A/P CASH DISBURSEMENTS JOURNAL

 CASH ACCOUNT: 99900000 10100 APCash
 CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

30960	05/17/2023	MANL	1759 State of Indiana	71218	131195April23	05/15/2023		1,092.94
				1,092.94	10101015 43100	Professional Services		

CHECK	30960	TOTAL:	1,092.94
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30961	05/17/2023	MANL	2452 Regions Bank	71400	423CC-Admin	04/30/2023		14,800.73
				-25.00	10105011 43100	Professional Services		
				-149.00	10101015 43100	Professional Services		
				2,528.81	10101011 42200	Operating Supplies		
				23.55	10101011 42200	Operating Supplies		
				9.51	10101011 42200	Operating Supplies		
				53.01	10101011 42200	Operating Supplies		
				26.66	10101011 42200	Operating Supplies		
				92.75	10101011 42200	Operating Supplies		
				135.16	10101011 42200	Operating Supplies		
				90.53	10101011 42200	Operating Supplies		
				160.45	10101011 42200	Operating Supplies		
				85.01	10101011 42200	Operating Supplies		
				219.34	10101016 42200	Operating Supplies		
				19.30	10101011 42200	Operating Supplies		
				119.78	10101011 43100	Professional Services		
				19.77	10101011 42200	Operating Supplies		
				320.00	10101011 43100	Professional Services		
				92.55	10101011 42200	Operating Supplies		
				86.97	10101011 42200	Operating Supplies		
				51.00	10101011 42200	Operating Supplies		
				270.06	10101011 42200	Operating Supplies		
				89.25	10101011 42200	Operating Supplies		
				199.00	10101017 43100	Professional Services		
				166.88	10101017 43100	Professional Services		
				51.79	10101017 42200	Operating Supplies		
				39.20	10101017 42200	Operating Supplies		
				397.38	10101017 42200	Operating Supplies		
				800.00	10101017 42200	Operating Supplies		
				778.26	10101011 42200	Operating Supplies		
				82.33	10101011 42200	Operating Supplies		
				43.99	10101011 42200	Operating Supplies		
				86.13	10101011 42200	Operating Supplies		
				6.00	10101011 43100	Professional Services		
				37.68	10101011 42200	Operating Supplies		
				38.99	10101011 43100	Professional Services		
				28.00	10101011 43100	Professional Services		
				86.29	10101011 42200	Operating Supplies		
				15.96	10101011 42200	Operating Supplies		
				67.61	10101011 42200	Operating Supplies		
				606.80	10101011 43100	Professional Services		
				60.17	10101011 42200	Operating Supplies		
				34.80	10101011 42200	Operating Supplies		
				48.40	10101011 42200	Operating Supplies		
				49.00	10101011 43100	Professional Services		
				100.72	10101011 42200	Operating Supplies		

A/P CASH DISBURSEMENTS JOURNAL
 CASH ACCOUNT: 99900000 10100 APCash
 CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

63.26	10101011	42200	Operating Supplies
61.68	10101016	43100	Professional Services
41.70	10101016	43100	Professional Services
61.57	10101016	43100	Professional Services
63.22	10101016	42200	Operating Supplies
9.99	10101016	43100	Professional Services
20.36	10101016	43100	Professional Services
59.67	10101016	43100	Professional Services
51.32	10101016	43100	Professional Services
205.20	10101016	43100	Professional Services
3,099.80	10101016	43100	Professional Services
57.15	10101016	43100	Professional Services
51.79	10101016	42200	Operating Supplies
75.59	10101016	42200	Operating Supplies
8.00	10101016	43100	Professional Services
200.00	10101016	43100	Professional Services
38.40	10101016	42200	Operating Supplies
40.11	10101016	42200	Operating Supplies
246.16	10101016	42200	Operating Supplies
213.57	10101016	42200	Operating Supplies
254.86	10101016	42200	Operating Supplies
97.11	10101016	42200	Operating Supplies
687.76	10101016	42200	Operating Supplies
47.29	10101016	42200	Operating Supplies
98.65	10101016	42200	Operating Supplies
62.90	10101016	42200	Operating Supplies
19.99	10101016	42200	Operating Supplies
9.99	10101016	43100	Professional Services
148.70	10101016	42200	Operating Supplies
19.99	10101016	42200	Operating Supplies
49.27	10101016	42200	Operating Supplies
35.00	10101016	43100	Professional Services
121.63	10101016	42200	Operating Supplies
30.97	10101016	42200	Operating Supplies
81.10	10101016	42200	Operating Supplies
47.96	10101016	42200	Operating Supplies
174.18	10101016	42200	Operating Supplies

CHECK 30961 TOTAL: 14,800.73

30962 05/17/2023 MANL 2452 Regions Bank

 71401 423CC-Admin
 3,471.12 10101017 42200

 04/30/2023 22200876
 Operating Supplies

3,471.12

CHECK 30962 TOTAL: 3,471.12

30963 05/17/2023 MANL 2452 Regions Bank

 71402 423CC-Admin
 3,500.98 10101017 42200

 04/30/2023 22300414
 Operating Supplies

3,500.98

A/P CASH DISBURSEMENTS JOURNAL
 CASH ACCOUNT: 99900000 10100 APCash
 CHECK NO CHK DATE TYPE VENDOR NAME

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						CHECK	30963	TOTAL:	3,500.98
30964	05/17/2023	MANL	2452 Regions Bank	71403	423CC-Clerk	04/30/2023			75.00
				75.00	10102010 43100	Professional Services			
						CHECK	30964	TOTAL:	75.00
30965	05/17/2023	MANL	2452 Regions Bank	71404	423CC-Controller	04/30/2023			1,313.10
				17.49	10101013 42200	operating Supplies			
				17.29	10101013 42200	operating Supplies			
				26.03	10101013 43100	Professional Services			
				26.03	10101013 43100	Professional Services			
				14.36	10101013 42200	operating Supplies			
				978.40	10101013 43200	Comms And Transportation			
				92.00	10101013 43100	Professional Services			
				141.50	10101013 43100	Professional Services			
						CHECK	30965	TOTAL:	1,313.10
30966	05/17/2023	MANL	2452 Regions Bank	71405	423CC-Controller	04/30/2023	22201185		895.68
				367.20	62601013 43200	Comms And Transportation			
				528.48	62601013 43200	Comms And Transportation			
						CHECK	30966	TOTAL:	895.68
30967	05/17/2023	MANL	2452 Regions Bank	71406	423CC-DPW	04/30/2023			37,697.37
				736.17	10109013 42200	Operating Supplies			
				205.40	10109012 42200	Operating Supplies			
				1,005.11	20109011 42200	operating Supplies			
				414.92	10109012 42200	Operating Supplies			
				359.80	20109011 42200	operating Supplies			
				1,459.11	20109011 42200	operating Supplies			
				84.44	20109011 42200	operating Supplies			
				-49.89	10109013 42200	operating Supplies			
				764.02	10109012 42200	operating Supplies			
				4,421.68	10109012 42200	Operating Supplies			
				65.26	10109012 42200	operating Supplies			
				383.79	10109012 42200	operating Supplies			
				3,441.20	60609014 43500	Utility Services			
				195.51	60609014 43500	Utility Services			
				160.43	10109013 42200	operating Supplies			
				1,003.65	10109012 42200	operating Supplies			
				1,232.38	10109012 42200	operating Supplies			
				72.32	10109012 42200	operating Supplies			
				1,450.10	10109012 42200	operating Supplies			
				248.45	10109012 42200	operating Supplies			
				239.36	10109013 42200	operating Supplies			
				85.60	10109012 42200	operating Supplies			

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 CASH ACCOUNT: 99900000 10100 APCash
 CHECK NO CHK DATE TYPE VENDOR NAME

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					675.00	20109011	43100	Professional Services				
					3,920.00	10109013	42200	operating Supplies				
					84.15	20209011	42200	operating Supplies				
					3,299.00	10109013	42200	operating Supplies				
					594.06	10109012	42200	operating Supplies				
					195.00	10109013	43100	Professional Services				
					607.59	20109011	43100	Professional Services				
					9.83	10109012	42200	operating Supplies				
					46.47	10109012	43100	Professional Services				
					199.00	10109013	42200	operating Supplies				
					382.22	20109011	43100	Professional Services				
					131.32	10109012	43100	Professional Services				
					3,413.18	10109012	43100	Professional Services				
					212.26	10109012	43100	Professional Services				
					862.36	10109013	43100	Professional Services				
					1,251.00	10109012	42200	operating Supplies				
					352.07	10109012	43100	Professional Services				
					101.95	20109011	43100	Professional Services				
					1,683.70	10109012	43100	Professional Services				
					656.24	10109012	43100	Professional Services				
					679.59	20109011	43100	Professional Services				
					119.88	62609014	43100	Professional Services				
					27.69	60609014	42200	operating Supplies				
					215.00	62609014	43200	Comms And Transportation				
								CHECK	30967	TOTAL:		37,697.37
30968	05/17/2023	MANL	2452	Regions Bank	71407	423CC-EconDev		04/30/2023				295.31
					31.71	10101014	42200	operating Supplies				
					45.00	10101014	43200	Comms And Transportation				
					45.00	10101014	43200	Comms And Transportation				
					181.89	10101014	42200	operating Supplies				
					-25.00	10101014	43100	Professional Services				
					7.86	10101014	42200	operating Supplies				
					8.85	10101014	42200	operating Supplies				
								CHECK	30968	TOTAL:		295.31
30969	05/17/2023	MANL	2452	Regions Bank	71408	423CC-Engineering		04/30/2023				585.76
					-25.00	20104010	43100	Professional Services				
					36.14	62604010	42200	operating Supplies				
					200.00	20104010	43200	Comms And Transportation				
					32.19	62604010	42200	operating Supplies				
					150.99	60604010	43100	Professional Services				
					4.81	20104010	42200	operating Supplies				
					186.63	20104010	42200	operating Supplies				
								CHECK	30969	TOTAL:		585.76

CASH ACCOUNT: 99900000 10100 APCash

CHECK NO	CHK DATE	TYPE	VENDOR NAME
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CASH ACCOUNT: 99900000 10100 APCash

CHECK NO	CHK DATE	TYPE	VENDOR NAME
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Report generated: 05/19/2023 09:41
User: clarkc
Program ID: apcshdsb

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 CASH ACCOUNT: 99900000 10100 APCash
 CHECK NO CHK DATE TYPE VENDOR NAME

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					24.08	10103011	42200	Operating Supplies		
					16.04	10103011	42200	Operating Supplies		
					14.02	10103011	42200	Operating Supplies		
					34.24	10103011	42200	Operating Supplies		
					128.40	10103011	42200	Operating Supplies		
					30.27	10103011	42200	Operating Supplies		
					42.78	10103011	42200	Operating Supplies		
					31.14	10103011	42200	Operating Supplies		
								CHECK	30970 TOTAL:	12,638.69
30971	05/17/2023	MANL	2452 Regions Bank	71410	423CC-Fleet			04/30/2023		8,787.71
				15.00	10106010	43100	Professional Services			
				48.76	10106010	42200	Operating Supplies			
				189.99	10106010	42200	Operating Supplies			
				651.90	10106010	43100	Professional Services			
				38.51	20106010	42200	Operating Supplies			
				569.97	20106010	42200	Operating Supplies			
				2,935.00	20106010	43100	Professional Services			
				3,916.40	10106010	42200	Operating Supplies			
				32.21	20106010	42200	Operating Supplies			
				109.00	10106010	43100	Professional Services			
				260.97	10106010	43100	Professional Services			
				20.00	10106010	43100	Professional Services			
								CHECK	30971 TOTAL:	8,787.71
30972	05/17/2023	MANL	2452 Regions Bank	71411	423CC-IT			04/30/2023		7,426.59
				1,422.05	10106050	43100	Professional Services			
				72.50	10106050	43200	Comms And Transportation			
				819.90	10106050	43200	Comms And Transportation			
				299.98	10106050	42200	Operating Supplies			
				9.99	10106050	43100	Professional Services			
				480.34	10106050	43100	Professional Services			
				-49.91	10106050	43100	Professional Services			
				296.25	10106050	43100	Professional Services			
				119.90	10106050	43100	Professional Services			
				126.30	10106050	43100	Professional Services			
				398.72	10106050	43100	Professional Services			
				289.85	10106050	43100	Professional Services			
				119.90	10106050	43100	Professional Services			
				199.90	21205058	43100	Professional Services			
				84.98	10106050	43100	Professional Services			
				210.00	10106050	43100	Professional Services			
				268.26	10106050	43100	Professional Services			
				84.98	10106050	43100	Professional Services			
				84.98	10106050	43100	Professional Services			
				84.98	10106050	43100	Professional Services			
				84.98	10106050	43100	Professional Services			
				119.90	10106050	43100	Professional Services			

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 CASH ACCOUNT: 99900000 10100 APCash
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214.21	10106050	43100	Professional Services
126.30	10106050	43100	Professional Services
159.90	10106050	43100	Professional Services
84.90	10106050	43100	Professional Services
179.85	10106050	43100	Professional Services
289.85	10106050	43100	Professional Services
148.85	10106050	43100	Professional Services
99.00	10107010	43100	Professional Services
495.00	10107010	43100	Professional Services

CHECK 30972 TOTAL: 7,426.59

30973 05/17/2023 MANL 2452 Regions Bank

71412	423CC-Recreation	04/30/2023	16,243.11
703.26	10107010 42200	operating Supplies	
149.99	10107010 42200	operating Supplies	
703.26	10107010 42200	operating Supplies	
4,399.00	10107010 42200	operating Supplies	
70.00	10107010 43200	Comms And Transportation	
403.81	10107010 42200	operating Supplies	
99.00	10107010 43100	Professional Services	
229.83	10107010 42200	operating Supplies	
1,713.20	10107010 42200	operating Supplies	
349.47	10107010 42200	operating Supplies	
106.04	10107010 43100	Professional Services	
3,437.50	10107010 42200	operating Supplies	
86.00	10107010 42200	operating Supplies	
343.92	10107010 43200	Comms And Transportation	
-10.00	10107010 42200	operating Supplies	
148.55	10107010 42200	operating Supplies	
81.19	10107010 42200	operating Supplies	
76.60	10107010 42200	operating Supplies	
32.09	10107010 42200	operating Supplies	
27.14	10107010 42200	operating Supplies	
41.48	10107010 42200	operating Supplies	
27.80	10107010 42200	operating Supplies	
10.00	10107010 43100	Professional Services	
10.00	10107010 43100	Professional Services	
99.00			
	E 70023002 .OPER .		
	10107010 43100	Professional Services	
515.00	10107010 42200	operating Supplies	
5.64			
	E 70023004 .Supp .		
	10107010 42200	operating Supplies	
183.55			
	E 70023004 .Supp .		
	10107010 42200	operating Supplies	
22.56	10107010 42200	operating Supplies	
22.44	10107010 42200	operating Supplies	
5.50	10107010 42200	operating Supplies	
379.68	10107010 42200	operating Supplies	

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 CASH ACCOUNT: 99900000 10100 APCash
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27.80	10107010	42200	Operating Supplies
39.89	10107010	42200	Operating Supplies
899.87	10107010	42200	Operating Supplies
50.00	10107010	42200	Operating Supplies
413.00	10107010	42200	Operating Supplies
52.00	10107010	42200	Operating Supplies
64.61	10107010	42200	Operating Supplies
65.23	10107010	42200	Operating Supplies
40.21	10107010	42200	Operating Supplies
118.00	10107010	42200	Operating Supplies

CHECK 30973 TOTAL: 16,243.11

30974 05/17/2023 MANL 2452 Regions Bank

71413	423CC-Planning
30.80	10103012 43300
166.00	

04/30/2023
Printing And Advertising

1,092.91

	E 31223001 .OPER .
	21703012 42200
126.00	10103012 43100
27.72	10103012 43300
29.77	10103012 43300
14.99	10103012 42200
64.61	10103012 42200
29.77	10103012 43300
31.83	10103012 43300
28.75	10103012 43300
28.75	10103012 43300
28.75	10103012 43300
125.00	10103012 43200
150.00	10103012 43200
150.00	10103012 43200
60.17	10103012 42200

Operating Supplies
Professional Services
Printing And Advertising
Printing And Advertising
Operating Supplies
Operating Supplies
Printing And Advertising
Printing And Advertising
Printing And Advertising
Printing And Advertising
Printing And Advertising
Comms And Transportation
Comms And Transportation
Comms And Transportation
Operating Supplies

CHECK 30974 TOTAL: 1,092.91

30975 05/17/2023 MANL 2452 Regions Bank

71414	423CC-Police
3,179.06	10108013 42200
100.00	10108015 42200
93.31	10108015 42200
1,139.90	10108015 43200
73.90	10108015 42200
315.77	10108015 42200
604.80	10108015 42200
767.44	10108015 42200
180.82	10108015 42200
25.00	10108013 43100
106.99	10108013 43100
55.00	10108015 43200
55.00	10108015 43200
3,700.00	10108015 43200

04/30/2023
Operating Supplies
Operating Supplies
Operating Supplies
Comms And Transportation
Operating Supplies
Operating Supplies
Operating Supplies
Operating Supplies
Operating Supplies
Operating Supplies
Professional Services
Professional Services
Comms And Transportation
Comms And Transportation
Comms And Transportation

25,657.97

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 CHECK NO CHK DATE TYPE VENDOR NAME

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58.86	10108015	42200	Operating Supplies		
225.00	10108012	43200	Comms And Transportation		
597.00	10108015	43200	Comms And Transportation		
225.78	10108015	42200	Operating Supplies		
340.80	10108012	43200	Comms And Transportation		
202.80	10108015	42200	operating Supplies		
340.80	10108012	43200	Comms And Transportation		
255.30	10108013	42200	Operating Supplies		
24.99	10108011	42200	operating Supplies		
55.16	10108015	42200	Operating Supplies		
969.85	10108015	43200	Comms And Transportation		
165.00	10108013	43200	Comms And Transportation		
71.30	10108011	42200	Operating Supplies		
18.00	10108011	43200	Comms And Transportation		
101.04	10108011	42200	operating Supplies		
81.05	10108013	42200	Operating Supplies		
32.43	10108015	43200	Comms And Transportation		
1,375.62	10108015	43200	Comms And Transportation		
70.00	10108015	43200	Comms And Transportation		
116.29	10108015	42200	operating Supplies		
583.75	10108013	43100	Professional Services		
57.00	10108015	42200	Operating Supplies		
48.15	10108015	42200	operating Supplies		
280.00	10108011	43100	Professional Services		
254.15	10108013	43100	Professional Services		
132.33	10108011	42200	operating Supplies		
4.02	10108011	42200	operating Supplies		
100.00	10108013	43100	Professional Services		
100.00	10108013	43100	Professional Services		
75.00	10108013	43100	Professional Services		
225.06	10108015	42200	Operating Supplies		
375.06	10108015	42200	operating Supplies		
588.70	10108013	43100	Professional Services		
100.00	10108013	43100	Professional Services		
125.79	10108011	42200	operating Supplies		
1,319.06	10108013	43100	Professional Services		
2,725.00	10108015	43200	Comms And Transportation		
2,100.78	10108015	43200	Comms And Transportation		
51.38	10108015	43200	Comms And Transportation		
101.60	10108012	42200	Operating Supplies		
94.16	10108011	42200	operating Supplies		
16.05	10108011	43100	Professional Services		
235.00	10108012	42200	operating Supplies		
105.44	10108012	42200	operating Supplies		
136.43	10108012	42200	operating Supplies		
			CHECK	30975 TOTAL:	25,657.97
30976	05/18/2023	MANL	364 Cinergy Corp	71353 910123156569	05/16/2023 22201372
				445.02 10109012 43100	Professional Services
					445.02

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 CASH ACCOUNT: 99900000 10100 APCash
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							CHECK	30976	TOTAL :	445.02
30977	05/18/2023	MANL	364 Cinergy Corp	71352 103.58	910123107536 10109012 43100	05/16/2023 22201372 Professional Services				103.58
							CHECK	30977	TOTAL :	103.58
30978	05/18/2023	MANL	1521 Indiana Gas Company	71349 47.12	0260057365850114363 10109012 43100	05/16/2023 22300021 Professional Services				47.12
							CHECK	30978	TOTAL :	47.12
30979	05/18/2023	MANL	1521 Indiana Gas Company	71350 609.44	0260000618757071437 10109012 43100	05/16/2023 22300021 Professional Services				609.44
							CHECK	30979	TOTAL :	609.44
				NUMBER OF CHECKS	20		*** CASH ACCOUNT TOTAL ***			136,780.13
						COUNT	AMOUNT			
				TOTAL MANUAL CHECKS		20	136,780.13			
							*** GRAND TOTAL ***			136,780.13

Comments

Line	Org	Object	Proj	PO	Inv amount	1099	A	Description	Bud	Work order	WO task
1	10103012	43100		22201222	90.00		N	Natur Infra eval,plan,opp cover wire fees	2		

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52323 05/19/2023
 DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
2299	539 Apparel LLC	0000	22300353	EFT	06/15/2023	2023130442		68028	71430		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105016 42200		GenExAff	OPERSUP		9,440.00					
							9,440.00				
2299	539 Apparel LLC	0000		EFT	05/17/2023	2023130443		68029	71431		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105016 42200		GenExAff	OPERSUP		796.00					
							796.00				
						CHECK TOTAL	10,236.00				
68	A&F Engineering Co LL	0000	22101177	EFT	06/05/2023	18047		67617	70984		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27084010 44920		RIFEng	CAPEXP		11,908.00					
	2 27084010 44200		RIFEng	INFRSTR		508.00					
							12,416.00				
						CHECK TOTAL	12,416.00				
316	AAA Exterminating Inc	0000		EFT	06/08/2023	464555		67701	71068		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks	PROSERVICE		135.00					
							135.00				
						CHECK TOTAL	135.00				
2078	Action Equipment Sale	0000		EFT	04/08/2023	PSI23-1793		67526	70888		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		160.00					
							160.00				
						CHECK TOTAL	160.00				
179	Advanced Turf Solutio	0000		EFT	06/01/2023	SO1080016		67653	71020		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 42200		GenPWParks	OPERSUP		1,678.78					
							1,678.78				
179	Advanced Turf Solutio	0000		EFT	06/09/2023	SO1080544.1		67657	71024		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 42200		GenPWParks	OPERSUP		837.22					
							837.22				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52323 05/19/2023
DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
179	Advanced Turf Solutio	0000		EFT	06/09/2023	SO1080544.2		67658	71025		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 42200		GenPWParks OPERSUP			82.99					
							82.99				
179	Advanced Turf Solutio	0000		EFT	06/02/2023	SO1081860		67728	71096		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 42200		GenPWParks OPERSUP			1,414.20					
							1,414.20				
						CHECK TOTAL	4,013.19				
2826	AHEAD Inc	0000	22300219	EFT	06/09/2023	BD0076688		67806	71176		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT PROSERVICE			20,612.50					
							20,612.50				
						CHECK TOTAL	20,612.50				
124	Airgas, Inc.	0000		EFT	05/31/2023	9137615471		67534	70898		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 43100		GenEMS PROSERVICE			41.10					
							41.10				
124	Airgas, Inc.	0000		EFT	06/07/2023	9137849249		67894	71265		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 43100		GenEMS PROSERVICE			41.10					
							41.10				
						CHECK TOTAL	82.20				
699	Jim Alderman	0000		INV	06/10/2023	67722		67722	71089		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 43200		GenLogist COMMTRANS			205.00					
							205.00				
						CHECK TOTAL	205.00				
3880	Alexander Edgecombe	0000		EFT	06/10/2023	1		67677	71044		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks PROSERVICE			1,200.00					
							1,200.00				
						CHECK TOTAL	1,200.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52323 05/19/2023
 DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
629	Alfa Laval, Inc		0000	22300541	EFT	03/24/2023	284751373		68058	71460	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60609014 42200		SewPWWaterOPERSUP			2,715.66				
	2	60609014 43100		SewPWWaterPROSERVICE			750.00				
								3,465.66			
							CHECK TOTAL	3,465.66			
90	Amazon Web Services L		0000	22201112	EFT	06/01/2023	1325108081		67809	71178	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106050 43100		GenIT	PROSERVICE		3,974.56				
	2	10106050 43100		GenIT	PROSERVICE		424.88				
	3	60606050 43100		SewIT	PROSERVICE		53.11				
	4	62606050 43100		SWIT	PROSERVICE		53.11				
								4,505.66			
							CHECK TOTAL	4,505.66			
808	Amazon.com LLC		0000		EFT	05/25/2023	1RTV-6FL6-RXHP		67020	70322	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105016 42200		GenExAff	OPERSUP		39.79				
								39.79			
808	Amazon.com LLC		0000		EFT	06/01/2023	1JP4-DLD9-49CD		67372	70727	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10108011 42200		GenPDAdmin	OPERSUP		136.39				
								136.39			
808	Amazon.com LLC		0000		EFT	06/03/2023	1WY9-KK1V-4TQ7		67416	70771	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10108015 42200		GenPDSpprt	OPERSUP		101.27				
								101.27			
808	Amazon.com LLC		0000		EFT	06/02/2023	1TXL-1YQX-1TT3		67417	70772	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10108013 42200		GenInvstgt	OPERSUP		20.12				
								20.12			
808	Amazon.com LLC		0000		EFT	06/01/2023	19VC-HKJD-3QC1		67451	70809	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10107010 42200		GenParks	OPERSUP		49.99				
								49.99			

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Detail Invoice List

WARRANT: 52323 05/19/2023
 DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000		EFT	06/02/2023	17W1-1RX6-1XKF		67531	70895	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 42200		GenPR	OPERSUP		87.10	87.10			
808	Amazon.com LLC	0000		EFT	06/07/2023	1YPJ-M4TD-14MQ		67554	70919	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 42200		SWPWater	OPERSUP		69.90	69.90			
808	Amazon.com LLC	0000		EFT	06/02/2023	1GPP-YD1P-47XJ		67556	70921	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		97.98	97.98			
808	Amazon.com LLC	0000		EFT	06/01/2023	16LC-X1RK-31HP		67558	70923	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		1,231.98	1,231.98			
808	Amazon.com LLC	0000		EFT	06/02/2023	1TPK-F4HQ-3NQW		67583	70948	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		20.48	20.48			
808	Amazon.com LLC	0000		EFT	06/02/2023	1VMW-LV97-71GJ		67584	70949	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		123.89	123.89			
808	Amazon.com LLC	0000		EFT	06/06/2023	1J6X-16FM-NRG9		67591	70956	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 42200		GenPR	OPERSUP		36.55	36.55			
808	Amazon.com LLC	0000		EFT	06/09/2023	1wkg-w1ck-fdg9		67592	70957	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42200		GenSafeTr	OPERSUP		315.00	315.00			
808	Amazon.com LLC	0000		EFT	06/09/2023	16JX-4RNL-FNGC		67620	70987	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42200		GenSafeTr	OPERSUP		155.96	155.96			

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WARRANT: 52323 05/19/2023
 DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
808	Amazon.com LLC	0000		EFT	06/07/2023	1GWX-JQKN-T7PJ		67633	71000		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		89.62					
							89.62				
808	Amazon.com LLC	0000		EFT	06/10/2023	1TV6-W3XP-664J		67673	71040		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101013 42200		GenContr	OPERSUP		16.49					
							16.49				
808	Amazon.com LLC	0000		EFT	06/08/2023	1GPW-4WVR-9CXF		67700	71067		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		311.06					
							311.06				
808	Amazon.com LLC	0000		EFT	06/07/2023	1HCV-QHJC-V7PY		67772	71140		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		608.24					
							608.24				
808	Amazon.com LLC	0000		EFT	06/05/2023	1FJP-GNFM-JMFD		67780	71148		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		-36.95					
							-36.95				
808	Amazon.com LLC	0000		EFT	06/02/2023	1J6X-16FM-1XK3		67781	71149		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		37.66					
							37.66				
808	Amazon.com LLC	0000		EFT	06/02/2023	1LPM-1MMQ-1CR9		67782	71150		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		123.95					
							123.95				
808	Amazon.com LLC	0000		EFT	06/09/2023	1QKP-WF1H-333V		67792	71160		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		161.78					
							161.78				
808	Amazon.com LLC	0000		EFT	06/09/2023	1W7W-HTW9-1RFW		67793	71161		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		61.37					
							61.37				

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Detail Invoice List

WARRANT: 52323 05/19/2023
DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000		10100	APCash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000		EFT	06/09/2023	17HY-YYN1-3R4V		67794	71162	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		434.59	434.59			
808	Amazon.com LLC	0000		EFT	06/09/2023	1LXL-NGQJ-134C		67795	71163	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108013 42200		GenInvstgt	OPERSUP		63.16	63.16			
808	Amazon.com LLC	0000		EFT	06/10/2023	1FQL-VT6R-1T49		67797	71166	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 42200		GenPDSpprt	OPERSUP		164.76	164.76			
808	Amazon.com LLC	0000		EFT	06/09/2023	1CWH-WG6K-3TWY		67835	71205	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101017 42200		GenFndCS	OPERSUP		23.46	23.46			
808	Amazon.com LLC	0000	22200757	EFT	05/17/2023	1W4T-R7CW-1L3J		67851	71221	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		189.00				
	2 60606050 42200		SewIT	OPERSUP		0.00				
	3 62606050 42200		SWIT	OPERSUP		0.00				
						189.00				
808	Amazon.com LLC	0000	22200757	EFT	05/17/2023	1NTX-G3NW-11G6		67853	71224	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		58.97				
	2 60606050 42200		SewIT	OPERSUP		0.00				
	3 62606050 42200		SWIT	OPERSUP		0.00				
						58.97				
808	Amazon.com LLC	0000	22200757	EFT	05/19/2023	1PGY-4XXV-4MNT		67855	71226	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		23.74				
	2 60606050 42200		SewIT	OPERSUP		9.50				
	3 62606050 42200		SWIT	OPERSUP		4.75				
						37.99				

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WARRANT: 52323 05/19/2023

DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000	22200757	EFT	05/18/2023	11PR-CKYJ-6RLF		67857	71227	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		47.62				
	2 60606050 42200		SewIT	OPERSUP		0.00				
	3 62606050 42200		SWIT	OPERSUP		0.00				
							47.62			
808	Amazon.com LLC	0000	22200757	EFT	05/19/2023	1L3L-P3VL-11NW		67858	71228	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		104.36				
	2 60606050 42200		SewIT	OPERSUP		42.97				
	3 62606050 42200		SWIT	OPERSUP		0.00				
							147.33			
808	Amazon.com LLC	0000	22200757	EFT	05/20/2023	1VF4-VPKV-4NXK		67859	71229	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		103.93				
	2 60606050 42200		SewIT	OPERSUP		42.80				
	3 62606050 42200		SWIT	OPERSUP		0.00				
							146.73			
808	Amazon.com LLC	0000	22200757	EFT	05/25/2023	1C6H-YFF3-VRKM		67860	71230	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		154.70				
	2 60606050 42200		SewIT	OPERSUP		0.00				
	3 62606050 42200		SWIT	OPERSUP		0.00				
							154.70			
808	Amazon.com LLC	0000	22200757	EFT	05/26/2023	1VHR-6D31-1WRL		67861	71231	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		15.98				
	2 60606050 42200		SewIT	OPERSUP		0.00				
	3 62606050 42200		SWIT	OPERSUP		0.00				
							15.98			
808	Amazon.com LLC	0000	22200757	EFT	05/26/2023	1WMJ-MF4T-1CKP		67862	71232	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		130.47				
	2 60606050 42200		SewIT	OPERSUP		0.00				
	3 62606050 42200		SWIT	OPERSUP		0.00				
							130.47			

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Detail Invoice List

WARRANT: 52323 05/19/2023

DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000	22200757	EFT	05/26/2023	1V17-K4LD-3YGP		67864	71234	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		54.99				
	2 60606050 42200		SewIT	OPERSUP		0.00				
	3 62606050 42200		SWIT	OPERSUP		0.00				
							54.99			
808	Amazon.com LLC	0000	22200757	EFT	05/26/2023	1XH3-GRG6-96M4		67865	71235	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		118.13				
	2 60606050 42200		SewIT	OPERSUP		47.25				
	3 62606050 42200		SWIT	OPERSUP		23.62				
							189.00			
808	Amazon.com LLC	0000	22200757	EFT	05/30/2023	1KCF-GVN6-KG61		67867	71237	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		89.94				
	2 60606050 42200		SewIT	OPERSUP		0.00				
	3 62606050 42200		SWIT	OPERSUP		0.00				
							89.94			
808	Amazon.com LLC	0000	22200757	EFT	05/30/2023	1TRH-DGWP-KDKJ		67869	71239	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		162.04				
	2 60606050 42200		SewIT	OPERSUP		72.94				
	3 62606050 42200		SWIT	OPERSUP		0.00				
							234.98			
808	Amazon.com LLC	0000	22200757	EFT	05/30/2023	1XNR-CCFR-KDR1		67872	71242	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		32.20				
	2 60606050 42200		SewIT	OPERSUP		0.00				
	3 62606050 42200		SWIT	OPERSUP		0.00				
	4 10106050 42200		GenIT	OPERSUP		274.24				
	5 60606050 42200		SewIT	OPERSUP		0.00				
	6 62606050 42200		SWIT	OPERSUP		0.00				
							306.44			
808	Amazon.com LLC	0000	22300491	EFT	05/26/2023	1VXW-66DN-7RG1		67875	71245	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		756.00				
	2 60606050 42200		SewIT	OPERSUP		0.00				
	3 62606050 42200		SWIT	OPERSUP		0.00				

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WARRANT: 52323 05/19/2023
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CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000	22300491	EFT	05/31/2023	1DK9-VLNH-1GTK	756.00	67876	71246	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		378.00				
	2 60606050 42200		SewIT	OPERSUP		0.00				
	3 62606050 42200		SWIT	OPERSUP		0.00				
808	Amazon.com LLC	0000	22300491	EFT	06/01/2023	1LGH-P4KW-4XH1	378.00	67878	71248	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		17.99				
	2 60606050 42200		SewIT	OPERSUP		7.20				
	3 62606050 42200		SWIT	OPERSUP		3.60				
808	Amazon.com LLC	0000	22300491	EFT	04/05/2023	1LW7-J3D4-3R3Y	28.79	67880	71250	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		69.98				
	2 60606050 42200		SewIT	OPERSUP		27.99				
	3 62606050 42200		SWIT	OPERSUP		13.99				
808	Amazon.com LLC	0000	22300491	EFT	06/03/2023	1PH7-Y3YK-C7M1	111.96	67882	71252	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		11.19				
	2 60606050 42200		SewIT	OPERSUP		0.00				
	3 62606050 42200		SWIT	OPERSUP		0.00				
808	Amazon.com LLC	0000	22300491	EFT	06/06/2023	1C9T-N7R6-P79J	11.19	67884	71254	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		7.18				
	2 60606050 42200		SewIT	OPERSUP		2.87				
	3 62606050 42200		SWIT	OPERSUP		1.44				
808	Amazon.com LLC	0000	22300491	EFT	06/05/2023	1WYH-FGTN-LGH6	11.49	67885	71255	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		236.25				
	2 60606050 42200		SewIT	OPERSUP		94.50				
	3 62606050 42200		SWIT	OPERSUP		47.25				
							378.00			

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CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000		EFT	06/13/2023	11TR-LLFT-JFTN		67910	71281	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103011 42200		GenPI	OPERSUP		170.75	170.75			
808	Amazon.com LLC	0000		EFT	06/02/2023	1HCF-4P96-1HW7		67928	71300	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27055058 44910		GRTSHD	NOINFAST		189.00	189.00			
808	Amazon.com LLC	0000		EFT	06/09/2023	1JRG-HDLC-1DV6		68032	71434	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21205058 42200		CHD	OPERSUP		41.24	41.24			
808	Amazon.com LLC	0000		EFT	06/09/2023	17LH-LXLY-3LVV		68033	71435	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21205058 42200		CHD	OPERSUP		74.97				
	2 21205058 42200		CHD	OPERSUP		77.91	152.88			
808	Amazon.com LLC	0000		EFT	06/15/2023	14GJ-L7HK-6R7R		68034	71436	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21205058 42200		CHD	OPERSUP		105.64	105.64			
808	Amazon.com LLC	0000		EFT	06/10/2023	1CFJ-4VT7-3KVL		68049	71451	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 42200		MVHPWStr	OPERSUP		61.77	61.77			
808	Amazon.com LLC	0000		EFT	06/10/2023	1P7J-JJ7P-1CQJ		68050	71452	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks	OPERSUP		99.98	99.98			
808	Amazon.com LLC	0000		EFT	06/09/2023	1YKC-RRHJ-GW79		68051	71453	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWWBuild	OPERSUP		80.17	80.17			
808	Amazon.com LLC	0000		EFT	06/16/2023	1HFP-NKXW-9TC1		68078	71480	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108013 42200		GenInvstgt	OPERSUP		88.80	88.80			

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WARRANT: 52323 05/19/2023
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CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000		EFT	06/04/2023	1JK3-CKM9-DLTD		68110	71513	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27055058 42200		GRTSHD	OPERSUP		162.86	162.86			
808	Amazon.com LLC	0000		EFT	05/14/2023	1VRN-NC1L-7VQD		68116	71519	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21205058 42200		CHD	OPERSUP		247.76	247.76			
808	Amazon.com LLC	0000		EFT	06/15/2023	1hty-4xyt-3m77		68118	71521	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42200		GenSafeTr	OPERSUP		59.27	59.27			
808	Amazon.com LLC	0000		EFT	06/17/2023	1JVF-J4QQ-HHRL		68122	71525	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 42200		GenPDSpprt	OPERSUP		26.99	26.99			
808	Amazon.com LLC	0000		EFT	06/08/2023	19FJ-GNFR-9QT6		68123	71526	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108013 42200		GenInvstgt	OPERSUP		-27.51	-27.51			
						CHECK TOTAL	9,484.76			
808	Amazon.com LLC	0000		EFT	06/06/2023	1G6H-Y11Y-N7LJ		67709	71076	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20104010 42200		MVHEng	OPERSUP		77.50				
	2 60604010 42200		SewEng	OPERSUP		77.50				
	3 62604010 42200		SWEng	OPERSUP		77.49				
							232.49			
						CHECK TOTAL	232.49			
439	American Structurepoi	0000	22300539	EFT	05/24/2023	162279		68017	71419	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27084010 44200		RIFEng	INFRSTR		9,710.00	9,710.00			
						CHECK TOTAL	9,710.00			

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CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2151	Angie Adle		0000		INV	06/10/2023	F23-142		68072	71474	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10108015 43200		GenPDSpprt	COMMTRANS		180.00				
								180.00			
							CHECK TOTAL	180.00			
3342	Anna Hook		0000		INV	06/10/2023	F23-142		68073	71475	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10108015 43200		GenPDSpprt	COMMTRANS		180.00				
								180.00			
							CHECK TOTAL	180.00			
393	Applied Concepts, Inc		0000	22300512	EFT	05/20/2023	418084		67682	71049	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106010 42200		GenFleet	OPERSUP		3,373.50				
								3,373.50			
							CHECK TOTAL	3,373.50			
2100	Association of Indian		0000		EFT	06/04/2023	17469		67490	70848	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60601013 43100		SewContr	PROSERVICE		112.00				
	2	62601013 43100		SWContr	PROSERVICE		112.00				
								224.00			
2100	Association of Indian		0000		EFT	06/07/2023	17534		67533	70897	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60601013 43100		SewContr	PROSERVICE		168.00				
	2	62601013 43100		SWContr	PROSERVICE		168.00				
								336.00			
							CHECK TOTAL	560.00			
700	AT&T Mobility II, LL		0000		EFT	05/07/2023	287282745434x042023		67601	70968	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106050 43100		GenIT	PROSERVICE		172.72				
								172.72			
							CHECK TOTAL	172.72			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52323 05/19/2023
DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1144	Barnes & Thornburg, L	0000	22300405	EFT	05/09/2023	3097732		67595	70960		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 43100		GenMayorOf	PROSERVICE		8,333.00					
							8,333.00				
						CHECK TOTAL	8,333.00				
1144	Barnes & Thornburg, L	0000		EFT	03/25/2023	3064183		67975	71347		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 37804010 44920		SR37PRJENGCAPEXP			243.50					
							243.50				
						CHECK TOTAL	243.50				
584	BBC Pump & Equipment	0000	22300156	EFT	05/24/2023	30079229		67465	70824		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		11,923.50					
							11,923.50				
584	BBC Pump & Equipment	0000	22201297	EFT	05/31/2023	30079444		67730	71098		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP		15,828.90					
							15,828.90				
584	BBC Pump & Equipment	0000	22300148	EFT	06/10/2023	30079645		67890	71261		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		8,667.36					
							8,667.36				
						CHECK TOTAL	36,419.76				
2460	Beaver Gravel Corpora	0000		EFT	05/24/2023	G1368102		67581	70946		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE		320.00					
							320.00				
2460	Beaver Gravel Corpora	0000		EFT	05/26/2023	G1368354		67654	71021		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE		320.00					
							320.00				
2460	Beaver Gravel Corpora	0000		EFT	05/31/2023	G1368991		67729	71097		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE		480.00					
							480.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52323 05/19/2023
 DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100				APCash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2460	Beaver Gravel Corpora		0000		EFT	06/03/2023	G1369360		67748	71116	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 20109011 43100			MVHPWStr	PROSERVICE			160.00			
								160.00			
2460	Beaver Gravel Corpora		0000		EFT	06/07/2023	G1369668		67843	71213	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 20109011 43100			MVHPWStr	PROSERVICE			320.00			
								320.00			
2460	Beaver Gravel Corpora		0000		EFT	06/07/2023	G1369692		67845	71215	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 20109011 43100			MVHPWStr	PROSERVICE			420.00			
								420.00			
2460	Beaver Gravel Corpora		0000		EFT	06/11/2023	G1370135		68097	71499	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 20109011 43100			MVHPWStr	PROSERVICE			160.00			
								160.00			
							CHECK TOTAL	2,180.00			
615	Beaver Research Compa		0000		EFT	06/04/2023	0357240-IN		67757	71125	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109012 42200			GenPWBuild	OPERSUP			154.42			
								154.42			
							CHECK TOTAL	154.42			
2764	BEC Enterprises LLC		0000		EFT	06/04/2023	INV19622		67483	70844	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 62609014 42200			SWPWWater	OPERSUP			184.30			
								184.30			
2764	BEC Enterprises LLC		0000		EFT	06/04/2023	INV19621		67693	71060	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 60609014 42200			SewPWWater	OPERSUP			28.77			
								28.77			
							CHECK TOTAL	213.07			
3884	Berkley Grove Propert		0000		EFT	06/15/2023	051523BG		67888	71258	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10103012 43100			GenPZ	PROSERVICE			5,000.00			
								5,000.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52323 05/19/2023
 DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	5,000.00			
592	Bernath LLC	0000	22300520	EFT	06/02/2023	40577-0001		67801	71171	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20209011 42200		LRSPWSTRTOPERSUP			6,930.00				
							6,930.00			
						CHECK TOTAL	6,930.00			
786	Bicycle Garage of Ind	0000		EFT	06/03/2023	39185		67418	70773	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 43100		GenPDSpprt	PROSERVICE		189.00				
							189.00			
786	Bicycle Garage of Ind	0000		EFT	06/11/2023	050423130920527		67895	71266	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42200		GenSafeTr	OPERSUP		150.00				
							150.00			
						CHECK TOTAL	339.00			
3663	Boone County Resource	0000		EFT	05/25/2023	38027		67667	71034	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr	PROSERVICE		120.00				
							120.00			
						CHECK TOTAL	120.00			
373	Bound Tree Medical, L	0000		EFT	06/02/2023	84944417		67535	70899	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		1,972.60				
							1,972.60			
373	Bound Tree Medical, L	0000		EFT	06/09/2023	84952329		67896	71267	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		551.17				
							551.17			
373	Bound Tree Medical, L	0000		EFT	06/09/2023	84952330		67897	71268	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		31.38				
							31.38			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52323 05/19/2023
 DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
373	Bound Tree Medical, L	0000		EFT	06/10/2023	84953850		67898	71269	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		1,878.80				
							1,878.80			
373	Bound Tree Medical, L	0000		EFT	06/10/2023	84953851		67899	71270	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		1,161.32				
							1,161.32			
						CHECK TOTAL	5,595.27			
1704	Lisa Bradford	0000		INV	05/12/2023	67723		67723	71091	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101013 43200		GenContr	COMMTRANS		520.57				
	2 60601013 43200		SewContr	COMMTRANS		312.00				
	3 62601013 43200		SWContr	COMMTRANS		208.00				
							1,040.57			
						CHECK TOTAL	1,040.57			
1878	Brehob Nurseries LLC	0000		EFT	05/20/2023	SI-69938		67674	71041	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks	OPERSUP		415.00				
							415.00			
1878	Brehob Nurseries LLC	0000		EFT	05/13/2023	SI-71590		67675	71042	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks	OPERSUP		180.50				
							180.50			
						CHECK TOTAL	595.50			
3868	Brittany Cheviron	0000		INV	05/23/2023	42723		67440	70796	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21205058 43200		CHD	COMMTRANS		26.72				
							26.72			
						CHECK TOTAL	26.72			
706	Brownells Inc	0000		EFT	06/16/2023	2023410352168		68079	71481	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 42200		GenPDSpprt	OPERSUP		196.41				
							196.41			

City of Fishers



ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52323 05/19/2023
DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
706	Brownells Inc	0000		EFT	06/15/2023	2023410349009		68084	71486	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 42200		GenPDSpprt	OPERSUP		62.49				
						CHECK TOTAL	62.49			
							258.90			
2704	Browning Chapman LLC	0000	22300381	EFT	05/12/2023	IN-23-0214		67743	71111	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		3,250.00				
						CHECK TOTAL	3,250.00			
							3,250.00			
567	Buckeye Power Sales C	0000	22201249	EFT	06/03/2023	PSV325349		67460	70819	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE		270.00				
							270.00			
567	Buckeye Power Sales C	0000	22201249	EFT	06/03/2023	PSV325350		67461	70820	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE		190.00				
							190.00			
567	Buckeye Power Sales C	0000	22201249	EFT	06/03/2023	PSV325351		67462	70821	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE		170.00				
							170.00			
567	Buckeye Power Sales C	0000	22201249	EFT	06/03/2023	PSV325352		67463	70822	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE		250.00				
							250.00			
567	Buckeye Power Sales C	0000	22201249	EFT	06/04/2023	PSV325518		67474	70834	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE		190.00				
							190.00			
567	Buckeye Power Sales C	0000	22201249	EFT	06/04/2023	PSV325520		67475	70835	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE		170.00				
							170.00			

Report generated: 05/19/2023 11:18:56
User: Carrie Clark (clarkc)
Program ID: apwarrnt

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52323 05/19/2023
DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
567	Buckeye Power Sales C	0000	22201249	EFT	06/04/2023	PSV325521		67476	70836	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			150.00	150.00			
567	Buckeye Power Sales C	0000	22201249	EFT	06/07/2023	PSV325671		67544	70909	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			330.00	330.00			
567	Buckeye Power Sales C	0000	22201249	EFT	06/07/2023	PSV325672		67545	70910	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			250.00	250.00			
567	Buckeye Power Sales C	0000	22201249	EFT	06/07/2023	PSV325673		67546	70911	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			190.00	190.00			
567	Buckeye Power Sales C	0000	22201249	EFT	06/07/2023	PSV325674		67547	70912	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			200.00	200.00			
567	Buckeye Power Sales C	0000	22201249	EFT	06/07/2023	PSV325675		67548	70913	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			280.00	280.00			
567	Buckeye Power Sales C	0000	22201249	EFT	06/07/2023	PSV325714		67549	70914	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			210.00	210.00			
567	Buckeye Power Sales C	0000	22201249	EFT	06/07/2023	PSV325715		67550	70915	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			250.00	250.00			
567	Buckeye Power Sales C	0000	22201249	EFT	06/07/2023	PSV325716		67551	70916	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			450.00	450.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52323 05/19/2023

DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
567	Buckeye Power Sales C	0000	22201249	EFT	06/07/2023	PSV325717		67552	70917	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE		170.00				
						170.00				
						CHECK TOTAL	3,720.00			
737	Butler, Fairman & Seu	0000	22200098	EFT	05/25/2023	100138		67468	70827	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27074010 44200		PIFENG	INFRSTR		765.00				
						765.00				
						CHECK TOTAL	765.00			
737	Butler, Fairman & Seu	0000		EFT	06/07/2023	100212		67708	71075	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20104010 43100		MVHEng	PROSERVICE		612.50				
	2 60604010 43100		SewEng	PROSERVICE		612.50				
	3 62604010 43100		SWEng	PROSERVICE		612.50				
						1,837.50				
						CHECK TOTAL	1,837.50			
2441	BW Construction LLC	0000		EFT	05/30/2023	2023072		67619	70986	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 44391011 43100		ECNDEVMY	PROSERVICE		18,518.00				
						18,518.00				
						CHECK TOTAL	18,518.00			
2424	CallTower Inc	0000		EFT	06/15/2023	201421167		67812	71182	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		889.22				
						889.22				
						CHECK TOTAL	889.22			
3888	Candice Keenan	0000		INV	06/03/2023	F23-185		68038	71440	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108013 43200		GenInvstgt	COMTRANS		248.00				
						248.00				
						CHECK TOTAL	248.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52323 05/19/2023

DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
703	CDW Government, Inc.	0000		EFT	03/05/2023	GP19146		67926	71298	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27055058 44910		GRTSHD	NOINFAS		239.89				
							239.89			
						CHECK TOTAL	239.89			
923	Central Indiana Hardw	0000		EFT	05/25/2023	7326425		67578	70943	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		319.84				
							319.84			
						CHECK TOTAL	319.84			
1389	Central Industrial Co	0000		EFT	05/05/2023	10613R		67735	71103	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE		834.00				
							834.00			
1389	Central Industrial Co	0000	22300530	EFT	06/02/2023	10637		68025	71427	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE		2,160.00				
							2,160.00			
1389	Central Industrial Co	0000	22300531	EFT	04/16/2023	10590		68027	71429	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		2,070.00				
							2,070.00			
						CHECK TOTAL	5,064.00			
1734	Certified Consultants	0000	22300058	EFT	06/01/2023	991		67770	71138	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		974.00				
							974.00			
1734	Certified Consultants	0000	22201010	EFT	06/01/2023	989		67771	71139	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		984.00				
							984.00			
						CHECK TOTAL	1,958.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52323 05/19/2023
 DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2910	Certified Medical Was	0000		EFT	01/30/2023	253210U		67704	71071	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21205058 43100		CHD	PROSERVICE		1,500.00				
							1,500.00			
2910	Certified Medical Was	0000		EFT	02/28/2023	255020U		67705	71072	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21205058 43100		CHD	PROSERVICE		1,500.00				
							1,500.00			
						CHECK TOTAL	3,000.00			
868	Chardon Laboratories,	0000		EFT	05/16/2023	001359		67172	70525	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		1,325.00				
							1,325.00			
						CHECK TOTAL	1,325.00			
691	Christopher B Burke E	0000	22201201	EFT	06/07/2023	29495		67540	70905	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 43100		SWPWWater	PROSERVICE		5,332.50				
							5,332.50			
						CHECK TOTAL	5,332.50			
3872	Cincinnati Fan & Vent	0000		EFT	05/24/2023	357365		67464	70823	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		302.66				
							302.66			
						CHECK TOTAL	302.66			
714	Cintas Corporation No	0000		EFT	06/04/2023	4154618351		67482	70843	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet	PROSERVICE		89.54				
							89.54			
714	Cintas Corporation No	0000		EFT	06/04/2023	5156811075		67484	70845	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 42200		GenFleet	OPERSUP		111.42				
							111.42			

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Detail Invoice List

WARRANT: 52323 05/19/2023
DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
714	Cintas Corporation No	0000		EFT	05/21/2023	4153224085		67513	70874		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		79.54					
							79.54				
714	Cintas Corporation No	0000		EFT	05/21/2023	4153224141		67514	70875		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE		175.48					
							175.48				
714	Cintas Corporation No	0000		EFT	05/21/2023	4153224111		67515	70876		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks	PROSERVICE		149.67					
							149.67				
714	Cintas Corporation No	0000		EFT	05/21/2023	4153223980		67517	70878		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks	PROSERVICE		24.12					
							24.12				
714	Cintas Corporation No	0000		EFT	05/21/2023	5154969786		67522	70883		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		88.07					
							88.07				
714	Cintas Corporation No	0000		EFT	05/24/2023	4153333029		67562	70927		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		33.39					
							33.39				
714	Cintas Corporation No	0000		EFT	06/10/2023	4155045461		67621	70988		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105011 43100		GenFireAdm	PROSERVICE		53.82					
							53.82				
714	Cintas Corporation No	0000		EFT	05/25/2023	5155665822		67651	71018		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		1,129.92					
							1,129.92				
714	Cintas Corporation No	0000		EFT	04/20/2023	5150386526		67687	71054		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		253.06					
							253.06				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52323 05/19/2023
 DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
714	Cintas Corporation No	0000		EFT	05/14/2023	5154086014		67688	71055	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		234.52	234.52			
714	Cintas Corporation No	0000		EFT	06/10/2023	5158028447		67721	71088	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		89.61	89.61			
714	Cintas Corporation No	0000		EFT	06/02/2023	4154338429		67746	71114	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		50.46	50.46			
714	Cintas Corporation No	0000		EFT	06/02/2023	4154341368		67747	71115	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		259.63	259.63			
714	Cintas Corporation No	0000		EFT	06/02/2023	4154341600		67754	71122	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		41.37	41.37			
714	Cintas Corporation No	0000		EFT	06/02/2023	4154341636		67755	71123	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		181.65	181.65			
714	Cintas Corporation No	0000		EFT	06/02/2023	4154341591		67756	71124	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		140.66	140.66			
714	Cintas Corporation No	0000		EFT	06/04/2023	4154618514		67763	71131	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr	PROSERVICE		194.51	194.51			
714	Cintas Corporation No	0000		EFT	06/04/2023	4154618484		67764	71132	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		160.64	160.64			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52323 05/19/2023
 DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100				APCash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
714	Cintas Corporation No			0000		EFT	06/04/2023	4154618554		67765	71133	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109012	43100		GenPWBuild	PROSERVICE		85.81	85.81			
714	Cintas Corporation No			0000		EFT	06/07/2023	4154732465		67773	71141	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109012	43100		GenPWBuild	PROSERVICE		35.96	35.96			
714	Cintas Corporation No			0000		EFT	06/12/2023	4155380014		67791	71159	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106010	43100		GenFleet	PROSERVICE		89.54	89.54			
714	Cintas Corporation No			0000		EFT	06/10/2023	4155045496		67871	71241	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10108011	43100		GenPDAdmin	PROSERVICE		132.67	132.67			
714	Cintas Corporation No			0000		EFT	06/09/2023	4155045781		67986	71358	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109012	43100		GenPWBuild	PROSERVICE		181.65	181.65			
714	Cintas Corporation No			0000		EFT	06/09/2023	4155045833		67987	71359	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109012	43100		GenPWBuild	PROSERVICE		41.37	41.37			
714	Cintas Corporation No			0000		EFT	06/09/2023	4155045805		67988	71360	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109012	43100		GenPWBuild	PROSERVICE		119.85	119.85			
714	Cintas Corporation No			0000		EFT	06/10/2023	5158053456		68048	71450	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109013	42200		GenPWParks	OPERSUP		272.00	272.00			
714	Cintas Corporation No			0000		EFT	06/11/2023	4155380120		68059	71461	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109013	43100		GenPWParks	PROSERVICE		160.64	160.64			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52323 05/19/2023

DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
714	Cintas Corporation No	0000		EFT	06/11/2023	4155380125		68060	71462		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		85.81					
							85.81				
714	Cintas Corporation No	0000		EFT	06/11/2023	4155380262		68061	71463		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE		194.51					
							194.51				
						CHECK TOTAL	4,940.89				
1568	Carrie Clark	0000		INV	06/14/2023	15		67929	71301		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101013 42200		GenContr	OPERSUP		84.97					
							84.97				
						CHECK TOTAL	84.97				
1330	CMS Entertainment	0000		EFT	06/10/2023	67598		67598	70963		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks	PROSERVICE		325.00					
							325.00				
1330	CMS Entertainment	0000		EFT	06/17/2023	67599		67599	70964		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks	PROSERVICE		325.00					
							325.00				
						CHECK TOTAL	650.00				
2791	Co-Alliance Cooperati	0000		EFT	06/25/2023	566007901		67442	70798		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106010 42221		MVHFleet	FUEL		1,895.38					
							1,895.38				
2791	Co-Alliance Cooperati	0000		EFT	05/02/2023	466007828		67628	70995		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks	PROSERVICE		1,200.00					
							1,200.00				
2791	Co-Alliance Cooperati	0000	22300515	EFT	06/25/2023	566007863		67679	71046		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106010 42221		MVHFleet	FUEL		5,747.96					
							5,747.96				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52323 05/19/2023

DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100			APCash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2791	Co-Alliance Cooperati	0000		EFT	06/25/2023	566008090		67710	71077	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 42221		MVHFleet	FUEL		1,443.64				
							1,443.64			
2791	Co-Alliance Cooperati	0000	22300524	EFT	06/25/2023	506008815		67817	71187	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 42221		GenFleet	FUEL		19,194.36				
	2 20106010 42221		MVHFleet	FUEL		2,082.69				
	3 60606010 42221		SewFleet	FUEL		964.08				
	4 62606010 42221		SWFleet	FUEL		448.14				
							22,689.27			
						CHECK TOTAL	32,976.25			
886	Concrete & Contractor	0000		EFT	06/09/2023	IVC0215128		67891	71262	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20209011 42200		LRSPWSTRTOPERSUP			540.00				
							540.00			
						CHECK TOTAL	540.00			
2485	Crown Castle Internat	0000	22300159	EFT	05/30/2023	1341933		67828	71198	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		5,488.87				
	2 60606050 43100		SewIT	PROSERVICE		1,029.16				
	3 62606050 43100		SWIT	PROSERVICE		343.06				
							6,861.09			
						CHECK TOTAL	6,861.09			
2645	CureMD.com, Inc	0000		EFT	05/31/2023	500135864		67886	71257	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101012 43100		GenBSG	PROSERVICE		885.00				
							885.00			
						CHECK TOTAL	885.00			
3261	Daniel Bishop	0000		INV	06/08/2023	508/2023		67473	70833	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43200		GenFleet	COMMTRANS		15.00				
							15.00			
						CHECK TOTAL	15.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52323 05/19/2023
DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
785	Dell Marketing LP	0000	22300455	EFT	06/19/2023	10670054633		67829	71199	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		3,779.40				
							3,779.40			
						CHECK TOTAL	3,779.40			
962	Design & Build Corpor	0000	22300203	EFT	06/03/2023	6735		67742	71110	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		19,184.00				
							19,184.00			
						CHECK TOTAL	19,184.00			
3720	DOXIM UTILITEC LLC	0000		EFT	05/30/2023	INV019215		67602	70969	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60601013 43100		SewContr	PROSERVICE		3,458.15				
	2 10101015 43100		GenHR	PROSERVICE		1,500.00				
							4,958.15			
						CHECK TOTAL	4,958.15			
1898	Duo Security Inc	0000	22300429	EFT	06/02/2023	INV21000297		67831	71201	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		4,527.12				
							4,527.12			
						CHECK TOTAL	4,527.12			
476	Element Materials Tec	0000		EFT	06/15/2023	23-130739		67967	71339	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE		124.30				
							124.30			
						CHECK TOTAL	124.30			
2746	Elevate Entertainment	0000	22300540	EFT	05/25/2023	2067		68112	71515	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		2,650.00				
							2,650.00			
						CHECK TOTAL	2,650.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52323 05/19/2023
 DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1535	Angela Ellison	0000		INV	06/05/2023	F23-169		68042	71444	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 43200		GenPDSpprt	COMMTRANS		223.00				
							223.00			
						CHECK TOTAL	223.00			
1186	Elwood Fire Equipment	0000		EFT	06/16/2023	70907		68077	71479	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 43100		MVHFleet	PROSERVICE		257.75				
							257.75			
						CHECK TOTAL	257.75			
2475	EnvelopiQ LLC	0000		EFT	03/20/2021	003328		67644	71011	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		375.00				
							375.00			
2475	EnvelopiQ LLC	0000		EFT	04/16/2023	015430		67648	71015	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		672.00				
							672.00			
						CHECK TOTAL	1,047.00			
1028	Environmental Laborat	0000		EFT	06/08/2023	20375541		67852	71222	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		105.00				
							105.00			
						CHECK TOTAL	105.00			
514	EWT Holdings III Corp	0000	22201247	EFT	06/08/2023	905872281		68018	71420	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		13,369.16				
							13,369.16			
514	EWT Holdings III Corp	0000	22201247	EFT	06/08/2023	905872287		68022	71424	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		13,408.65				
							13,408.65			
						CHECK TOTAL	26,777.81			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52323 05/19/2023
DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1222	Fire Service, Incorpo	0000		EFT	05/29/2023	54736		67900	71271		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		686.25					
							686.25				
						CHECK TOTAL	686.25				
3883	First Arriving IO Inc	0000		EFT	03/12/2023	1273		67796	71165		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 43100		GenPDSpprt	PROSERVICE		1,437.88					
							1,437.88				
						CHECK TOTAL	1,437.88				
1193	Fluid Waste Services,	0000	22300495	EFT	05/26/2023	58733		67466	70825		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		3,280.00					
							3,280.00				
1193	Fluid Waste Services,	0000	22300498	EFT	05/27/2023	58768		67467	70826		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		2,266.50					
							2,266.50				
						CHECK TOTAL	5,546.50				
1269	David Flynn	0000		INV	06/05/2023	F23-169		68041	71443		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 43200		GenPDSpprt	COMMTRANS		223.00					
							223.00				
						CHECK TOTAL	223.00				
2592	Fountain People Inc a	0000		EFT	05/12/2023	0079646-IN		67182	70535		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 42200		GenPWParks	OPERSUP		1,012.00					
							1,012.00				
						CHECK TOTAL	1,012.00				
1196	Frey Water Conditioni	0000		EFT	06/02/2023	100726514		67453	70811		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks	PROSERVICE		78.15					
							78.15				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52323 05/19/2023
 DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100				APCash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1196	Frey Water Conditioni			0000		EFT	06/09/2023	100725954		67893	71264	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109012	42200		GenPWBuild	OPERSUP			90.80			
									90.80			
1196	Frey Water Conditioni			0000		EFT	06/02/2023	100786122		68099	71501	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	21205058	43100		CHD	PROSERVICE			125.50			
									125.50			
								CHECK TOTAL	294.45			
1275	Galls LLC			0000		EFT	05/31/2023	024350043		67371	70726	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10108012	42200		GenPatrol	OPERSUP			63.78			
									63.78			
								CHECK TOTAL	63.78			
3877	Gray Eagle HOA Inc			0000		EFT	06/12/2023	051223GE		67719	71086	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10103012	43100		GenPZ	PROSERVICE			5,000.00			
									5,000.00			
								CHECK TOTAL	5,000.00			
31	Green Light Field Wor			0000	22300165	EFT	06/07/2023	1316		67774	71142	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109013	43100		GenPWParks	PROSERVICE			2,642.50			
									2,642.50			
								CHECK TOTAL	2,642.50			
770	Grimco Inc			0000		EFT	05/31/2023	30491859-01		67668	71035	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	20109011	42200		MVHPWStr	OPERSUP			420.53			
									420.53			
770	Grimco Inc			0000		EFT	06/03/2023	30510446-01		67745	71113	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	20109011	42200		MVHPWStr	OPERSUP			306.00			
									306.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52323 05/19/2023

DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
770	Grimco Inc		0000		EFT	06/04/2023	30523899-01		67758	71126	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	20109011 42200		MVHPWStr	OPERSUP			264.09			
								264.09			
770	Grimco Inc		0000		EFT	06/08/2023	30498304-01		67849	71219	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	20109011 42200		MVHPWStr	OPERSUP			287.82			
								287.82			
770	Grimco Inc		0000		EFT	05/03/2023	30322395-01		67934	71306	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	20109011 42200		MVHPWStr	OPERSUP			522.90			
								522.90			
770	Grimco Inc		0000		EFT	06/08/2023	30511308-01		67935	71307	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	20109011 42200		MVHPWStr	OPERSUP			237.60			
								237.60			
							CHECK TOTAL	2,038.94			
3708	Hageman Investments L		0000		EFT	06/01/2023	6/23 Payment		67963	71335	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	47140000 43700		FishersI69	RENTALS			10,500.00			
								10,500.00			
							CHECK TOTAL	10,500.00			
1446	Hamilton County Treas		0000		INV	06/02/2023	April23deferral		67458	70816	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	27021011 43100		DEFMAYOR	PROSERVICE			540.00			
								540.00			
							CHECK TOTAL	540.00			
1491	Beth Hampshire		0000		INV	05/17/2023	67997		67997	71369	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10101013 43200		GenContr	COMMTRANS			218.75			
	2	60601013 43200		SewContr	COMMTRANS			43.75			
	3	62601013 43200		SWContr	COMMTRANS			29.16			
								291.66			
							CHECK TOTAL	291.66			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52323 05/19/2023
DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
2053	Rodney V Hartley	0000	22300202	EFT	05/31/2023	2781		67659	71026		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks PROSERVICE			434.70					
							434.70				
2053	Rodney V Hartley	0000		EFT	06/10/2023	2790		67732	71100		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr PROSERVICE			125.00					
							125.00				
2053	Rodney V Hartley	0000		EFT	06/13/2023	2793		67798	71167		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks PROSERVICE			375.00					
							375.00				
2053	Rodney V Hartley	0000		EFT	06/13/2023	2794		67799	71168		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks PROSERVICE			425.00					
							425.00				
						CHECK TOTAL	1,359.70				
3718	HD Supply Inc	0000	22201263	EFT	06/04/2023	INV00004036		67691	71058		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			150.02					
							150.02				
3718	HD Supply Inc	0000	22201263	EFT	06/08/2023	INV00006237		67694	71061		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			236.60					
							236.60				
3718	HD Supply Inc	0000	22201263	EFT	06/09/2023	INV00007353		67695	71062		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			248.50					
							248.50				
3718	HD Supply Inc	0000	22201263	EFT	06/10/2023	INV00008490		67820	71189		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			675.82					
							675.82				
3718	HD Supply Inc	0000		EFT	06/11/2023	INV00010531		67945	71318		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 42200		SWPWWater OPERSUP			244.55					
							244.55				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52323 05/19/2023
 DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
3718	HD Supply Inc	0000		EFT	06/11/2023	INV00010623		67948	71321	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 42200		SWPWWater	OPERSUP		214.23				
							214.23			
3718	HD Supply Inc	0000	22201263	EFT	06/11/2023	INV00010631		67949	71322	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		184.49				
							184.49			
3718	HD Supply Inc	0000		EFT	06/11/2023	INV00010765		67951	71323	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 42200		SWPWWater	OPERSUP		184.37				
							184.37			
3718	HD Supply Inc	0000	22201263	EFT	06/14/2023	INV00011363		67974	71346	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		184.49				
							184.49			
						CHECK TOTAL	2,323.07			
3361	Heritage Landscape Su	0000		EFT	05/28/2023	0010216698-001		67646	71013	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks	OPERSUP		739.36				
							739.36			
3361	Heritage Landscape Su	0000		EFT	05/29/2023	0010238374-001		67647	71014	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks	OPERSUP		84.13				
							84.13			
						CHECK TOTAL	823.49			
1412	Hoosier Fire Equipmen	0000	22300511	EFT	05/13/2023	115941		67712	71079	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		4,184.70				
							4,184.70			
1412	Hoosier Fire Equipmen	0000		EFT	05/25/2023	116046		67906	71277	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42231		GenSafeTr	UNIFORMS		551.75				
							551.75			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52323 05/19/2023

DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1412	Hoosier Fire Equipmen	0000	22300527	EFT	05/05/2023	115837		67979	71351	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42231		GenSafeTr	UNIFORMS		3,220.35				
							3,220.35			
						CHECK TOTAL	7,956.80			
708	Hoosier Portable Rest	0000		EFT	05/31/2023	66982		67536	70901	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 43100		GenSafeTr	PROSERVICE		200.00				
							200.00			
708	Hoosier Portable Rest	0000		EFT	05/31/2023	66987		68103	71506	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		480.00				
							480.00			
708	Hoosier Portable Rest	0000		EFT	04/30/2023	66799		68104	71507	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		300.00				
							300.00			
						CHECK TOTAL	980.00			
1459	Idexx Distribution, I	0000		EFT	05/25/2023	3127991536		67110	70417	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		1,964.60				
							1,964.60			
1459	Idexx Distribution, I	0000		EFT	05/25/2023	3127991537		67112	70419	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 42200		SWPWWater	OPERSUP		1,964.60				
							1,964.60			
						CHECK TOTAL	3,929.20			
1791	IDN H Hoffman, Inc	0000		EFT	05/28/2023	10140376-00		67744	71112	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		178.51				
							178.51			
						CHECK TOTAL	178.51			

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Detail Invoice List

WARRANT: 52323 05/19/2023
 DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1543	Indiana Oxygen Compan	0000		EFT	05/28/2023	10141454		67414	70769		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 43100		GenEMS	PROSERVICE		288.76					
							288.76				
1543	Indiana Oxygen Compan	0000		EFT	05/28/2023	10140916		67454	70812		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		1,501.09					
							1,501.09				
1543	Indiana Oxygen Compan	0000		EFT	05/30/2023	10149256		67632	70999		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 43100		GenEMS	PROSERVICE		143.28					
							143.28				
1543	Indiana Oxygen Compan	0000		EFT	05/30/2023	10149225		67690	71057		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP		44.40					
							44.40				
1543	Indiana Oxygen Compan	0000		EFT	05/30/2023	10147621		67731	71099		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		85.80					
							85.80				
						CHECK TOTAL	2,063.33				
3232	Indiana Restaurant &	0000		EFT	05/03/2023	2934		67455	70813		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21205058 43200		CHD	COMMTRANS		500.00					
							500.00				
						CHECK TOTAL	500.00				
2399	Indiana Testing Inc	0000		EFT	06/04/2023	73125		67477	70837		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		65.00					
							65.00				
2399	Indiana Testing Inc	0000		EFT	06/04/2023	73124		67753	71121		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks	PROSERVICE		130.00					
							130.00				
						CHECK TOTAL	195.00				

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WARRANT: 52323 05/19/2023
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CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
793	Indiana Underground P	0000	22300526	EFT	06/05/2023	105515		67909	71280	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62603011 43100		SWPI	PROSERVICE		2,591.60				
							2,591.60			
						CHECK TOTAL	2,591.60			
2025	Indianapolis Interpre	0000		EFT	05/31/2023	45759		67713	71080	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103012 43100		GenPZ	PROSERVICE		240.00				
							240.00			
						CHECK TOTAL	240.00			
2104	Innovative Edit Inc	0000	22300518	EFT	05/27/2023	2023080		67830	71200	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43100		GenPR	PROSERVICE		15,000.00				
							15,000.00			
						CHECK TOTAL	15,000.00			
733	Innovative Integratio	0000	22201119	EFT	05/15/2023	38843		67833	71203	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 40106050 42200		CCFIT	OPERSUP		1,250.60				
							1,250.60			
733	Innovative Integratio	0000	22201118	EFT	05/15/2023	38845		67834	71204	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 40106050 42200		CCFIT	OPERSUP		2,449.42				
							2,449.42			
733	Innovative Integratio	0000	22201120	EFT	05/15/2023	38844		67837	71207	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 40106050 42200		CCFIT	OPERSUP		1,990.26				
							1,990.26			
						CHECK TOTAL	5,690.28			
32	Jack Doheny Companies	0000		EFT	06/24/2023	195069		67995	71367	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 43100		SWPWWater	PROSERVICE		142.56				
							142.56			
						CHECK TOTAL	142.56			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52323 05/19/2023
 DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
3349	James C Goetz	0000		EFT	06/03/2023	67597		67597	70962	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		300.00				
							300.00			
						CHECK TOTAL	300.00			
2954	James Sarkine	0000		EFT	04/21/2023	13785741		67478	70839	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		1,695.00				
							1,695.00			
						CHECK TOTAL	1,695.00			
3680	Jane Girl Media LLC d	0000		EFT	05/20/2023	0001412		67590	70955	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43100		GenPR	PROSERVICE		1,650.00				
							1,650.00			
						CHECK TOTAL	1,650.00			
3256	Jeffery Meyer	0000		EFT	06/11/2023	039743		67956	71328	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 42200		GenFleet	OPERSUP		243.54				
							243.54			
3256	Jeffery Meyer	0000		EFT	06/11/2023	039744		67957	71329	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 42200		GenFleet	OPERSUP		4.13				
							4.13			
3256	Jeffery Meyer	0000		EFT	06/11/2023	039745		67958	71330	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 42200		GenFleet	OPERSUP		337.48				
							337.48			
3256	Jeffery Meyer	0000		EFT	05/27/2023	039618		68044	71447	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42200		GenSafeTr	OPERSUP		116.03				
							116.03			
3256	Jeffery Meyer	0000		EFT	06/04/2023	039687		68045	71448	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		11.62				
							11.62			

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WARRANT: 52323 05/19/2023

DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
3256	Jeffery Meyer	0000	22300542	EFT	06/15/2023	5122023		68076	71478		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60606010 42200		SewFleet	OPERSUP		1,848.37					
	2 62606010 42200		SWFleet	OPERSUP		301.14					
	3 62606010 43100		SWFleet	PROSERVICE		542.31					
							2,691.82				
3256	Jeffery Meyer	0000		EFT	06/10/2023	039732		68100	71503		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 42200		MVHPWStr	OPERSUP		9.77					
							9.77				
3256	Jeffery Meyer	0000		EFT	06/08/2023	039709		68108	71511		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27055058 42200		GRTSHD	OPERSUP		8.56					
							8.56				
						CHECK TOTAL	3,422.95				
27	JN Electric	0000		EFT	05/09/2023	6401		67863	71233		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		825.00					
							825.00				
27	JN Electric	0000		EFT	05/09/2023	6402		67870	71240		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		1,150.00					
							1,150.00				
27	JN Electric	0000		EFT	05/11/2023	6403		67874	71244		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		1,650.00					
							1,650.00				
27	JN Electric	0000		EFT	05/11/2023	6405		67879	71249		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		725.00					
							725.00				
27	JN Electric	0000		EFT	05/11/2023	6406		67883	71253		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		675.00					
							675.00				

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Detail Invoice List

WARRANT: 52323 05/19/2023
 DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
27	JN Electric	0000	22300544	EFT	05/09/2023	6400		68124	71527		
ACCOUNT DETAIL						LINE AMOUNT					
1	60609014 43100		SewPWWaterPROSERVICE			5,675.00	5,675.00				
27	JN Electric	0000	22300544	EFT	05/11/2023	6407		68125	71528		
ACCOUNT DETAIL						LINE AMOUNT					
1	60609014 43100		SewPWWaterPROSERVICE			5,400.00	5,400.00				
27	JN Electric	0000	22300544	EFT	05/09/2023	6398		68126	71529		
ACCOUNT DETAIL						LINE AMOUNT					
1	60609014 43100		SewPWWaterPROSERVICE			8,000.00	8,000.00				
27	JN Electric	0000	22300544	EFT	05/09/2023	6399		68127	71530		
ACCOUNT DETAIL						LINE AMOUNT					
1	60609014 43100		SewPWWaterPROSERVICE			11,775.00	11,775.00				
27	JN Electric	0000	22300544	EFT	05/11/2023	6404		68128	71531		
ACCOUNT DETAIL						LINE AMOUNT					
1	60609014 43100		SewPWWaterPROSERVICE			2,825.00	2,825.00				
						CHECK TOTAL	38,700.00				
2308	Jobsite Supply Inc	0000		EFT	05/20/2023	3195963		67576	70941		
ACCOUNT DETAIL						LINE AMOUNT					
1	20209011 42200		LRSPWSTRTOPERSUP			1,906.80	1,906.80				
2308	Jobsite Supply Inc	0000		EFT	05/24/2023	3196221		67641	71008		
ACCOUNT DETAIL						LINE AMOUNT					
1	20209011 42200		LRSPWSTRTOPERSUP			635.60	635.60				
						CHECK TOTAL	2,542.40				
150	Kirby Risk Corporatio	0000		EFT	06/30/2023	S112514096.001		67488	70850		
ACCOUNT DETAIL						LINE AMOUNT					
1	60609014 42200		SewPWWaterOPERSUP			109.28	109.28				

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Detail Invoice List

WARRANT: 52323 05/19/2023
DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
150	Kirby Risk Corporatio	0000		EFT	05/31/2023	S112424947.003		67502	70863		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		165.36	165.36				
150	Kirby Risk Corporatio	0000		EFT	05/31/2023	S112455601.002		67503	70864		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		132.00	132.00				
150	Kirby Risk Corporatio	0000		EFT	05/31/2023	S112450467.003		67504	70865		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		86.14	86.14				
150	Kirby Risk Corporatio	0000		EFT	05/31/2023	S112475432.001		67505	70866		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		72.53	72.53				
150	Kirby Risk Corporatio	0000		EFT	05/31/2023	S112475432.002		67509	70870		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		14.51	14.51				
150	Kirby Risk Corporatio	0000		EFT	05/31/2023	S112483863.001		67511	70873		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		585.13	585.13				
150	Kirby Risk Corporatio	0000		EFT	05/31/2023	S112455601.003		67568	70933		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		579.60	579.60				
150	Kirby Risk Corporatio	0000		EFT	05/31/2023	S112484155.001		67642	71009		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		154.67	154.67				
150	Kirby Risk Corporatio	0000		EFT	05/31/2023	S112498663.001		67649	71016		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		400.80	400.80				

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WARRANT: 52323 05/19/2023

DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
150	Kirby Risk Corporatio	0000		EFT	05/31/2023	S112503301.001		67655	71022		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		8.00					
							8.00				
						CHECK TOTAL	2,308.02				
722	Kistner Enterprises I	0000		EFT	06/03/2023	86932		67537	70902		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105011 43300		GenFireAdm	PRINTADVER		569.59					
							569.59				
722	Kistner Enterprises I	0000		EFT	06/08/2023	86999		67711	71078		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105011 43300		GenFireAdm	PRINTADVER		698.46					
							698.46				
						CHECK TOTAL	1,268.05				
1944	Kyle Bledsoe	0000		EFT	06/14/2023	67600		67600	70966		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks	PROSERVICE		350.00					
							350.00				
						CHECK TOTAL	350.00				
3725	Kyle Rader	0000		EFT	06/01/2023	230401		67665	71031		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20209011 43100		LRSPWSTRT	PROSERVICE		1,437.50					
							1,437.50				
						CHECK TOTAL	1,437.50				
2306	Langendorf Supply Com	0000		EFT	06/08/2023	120675		67933	71305		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		450.00					
							450.00				
						CHECK TOTAL	450.00				
221	Language Line Service	0000		EFT	05/29/2023	10990804		67410	70765		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10102100 43100		GenCourt	PROSERVICE		10.36					
	2 21205058 43100		CHD	PROSERVICE		1,046.98					

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Detail Invoice List

WARRANT: 52323 05/19/2023
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CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							1,057.34			
						CHECK TOTAL	1,057.34			
218	Lifeline Data Centers	0000	22300403	EFT	05/31/2023	33712		67838	71208	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE			2,781.89			
	2 60606050 43100		SewIT	PROSERVICE			370.81			
	3 62606050 43100		SWIT	PROSERVICE			370.81			
							3,523.51			
						CHECK TOTAL	3,523.51			
498	Logan Street Signs &	0000		EFT	06/10/2023	64809		67954	71326	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 42200		GenPDSpprt	OPERSUP			825.00			
							825.00			
						CHECK TOTAL	825.00			
345	Logical Concepts Inc	0000		EFT	05/31/2023	89579		67740	71108	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE			405.41			
							405.41			
						CHECK TOTAL	405.41			
289	Macallister Machinery	0000		EFT	06/08/2023	R64519438201		67567	70932	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 42200		SWPWWater	OPERSUP			85.62			
							85.62			
289	Macallister Machinery	0000		EFT	06/10/2023	R64519452701		68047	71446	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE			754.00			
							754.00			
						CHECK TOTAL	839.62			
2457	MacQueen Equipment LL	0000		EFT	04/28/2023	W02187		67724	71092	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet	PROSERVICE			163.35			
							163.35			
						CHECK TOTAL	163.35			

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WARRANT: 52323 05/19/2023
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CASH ACCOUNT: 99900000 10100			APCash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
3246	Main Event Merchandis	0000	22300509	EFT	05/25/2023	225228		67827	71197	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101017 42200		GenFndCS	OPERSUP		8,127.80				
							8,127.80			
						CHECK TOTAL	8,127.80			
2152	Marisela Sanchez	0000		INV	06/03/2023	F23-185		68040	71442	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108013 43200		GenInvstgt	COMMTRANS		248.00				
							248.00			
						CHECK TOTAL	248.00			
399	Mark A Litwiler	0000		EFT	05/31/2023	30637		67656	71023	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		1,197.00				
							1,197.00			
						CHECK TOTAL	1,197.00			
242	Marshall Best Securit	0000		EFT	05/25/2023	0055471-IN		67652	71019	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		66.00				
							66.00			
242	Marshall Best Securit	0000		EFT	06/03/2023	0055557-IN		67784	71152	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks	OPERSUP		50.00				
							50.00			
						CHECK TOTAL	116.00			
253	Martin Marietta Mater	0000		EFT	06/11/2023	38958951		68071	71473	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20209011 42200		LRSPWSTR	OPERSUP		312.85				
							312.85			
						CHECK TOTAL	312.85			
1859	Kyle McFatridge	0000		INV	06/03/2023	F23-185		68039	71441	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108013 43200		GenInvstgt	COMMTRANS		248.00				

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WARRANT: 52323 05/19/2023
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CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							248.00			
						CHECK TOTAL	248.00			
2236	McKesson Medical-Surg	0000		EFT	06/10/2023	55337031		68035	71437	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21205058 42200		CHD	OPERSUP			139.46			
							139.46			
2236	McKesson Medical-Surg	0000		EFT	05/27/2023	54873236		68096	71498	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21205058 42200		CHD	OPERSUP			139.46			
							139.46			
						CHECK TOTAL	278.92			
1641	John Mehling	0000		INV	06/03/2023	67539		67539	70904	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105016 43200		GenExAff	COMMTRANS			154.00			
							154.00			
						CHECK TOTAL	154.00			
542	Melissa Kaye Brennema	0000	22300250	EFT	06/02/2023	1280		67842	71212	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE			2,320.51			
	2 60606050 43100		SewIT	PROSERVICE			966.87			
	3 62606050 43100		SWIT	PROSERVICE			580.12			
							3,867.50			
						CHECK TOTAL	3,867.50			
266	Menard Inc	0000		EFT	06/04/2023	60898		67481	70842	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 42200		SWPWWater	OPERSUP			51.60			
							51.60			
266	Menard Inc	0000		EFT	05/27/2023	60419		67485	70846	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP			1,956.00			
							1,956.00			
266	Menard Inc	0000		EFT	05/27/2023	60421		67486	70847	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks	OPERSUP			403.16			

ACCOUNTS PAYABLE CHECK RUN REPORT

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WARRANT: 52323 05/19/2023
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CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
266	Menard Inc	0000		EFT	05/27/2023	60424	403.16	67487	70849	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 42200		MVHPWStr	OPERSUP			148.26			
266	Menard Inc	0000		EFT	05/26/2023	60355	148.26	67489	70851	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP			147.80			
266	Menard Inc	0000		EFT	05/24/2023	60232	147.80	67491	70852	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP			397.88			
266	Menard Inc	0000		EFT	05/25/2023	60295	397.88	67492	70853	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 42200		MVHPWStr	OPERSUP			19.49			
266	Menard Inc	0000		EFT	05/25/2023	60292	19.49	67493	70854	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP			323.74			
266	Menard Inc	0000		EFT	05/31/2023	60622	323.74	67564	70929	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP			96.78			
266	Menard Inc	0000		EFT	06/03/2023	60819	96.78	67565	70930	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP			194.94			
266	Menard Inc	0000		EFT	06/04/2023	60887	194.94	67566	70931	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP			52.98			
266	Menard Inc	0000		EFT	05/30/2023	60574	52.98	67663	71030	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP			7.02			
							7.02			

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WARRANT: 52323 05/19/2023
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CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
266	Menard Inc	0000		EFT	06/03/2023	60826		67664	71032		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		117.38	117.38				
266	Menard Inc	0000		EFT	06/03/2023	60832		67666	71033		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		39.98	39.98				
266	Menard Inc	0000		EFT	05/31/2023	60632		67725	71093		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP		49.98	49.98				
266	Menard Inc	0000		EFT	06/10/2023	61260		67966	71338		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 42200		SWPWWater	OPERSUP		56.16	56.16				
266	Menard Inc	0000		EFT	06/07/2023	61048		68069	71471		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		93.64	93.64				
						CHECK TOTAL	4,156.79				
251	Metal Man LLC	0000		EFT	06/03/2023	1031905		67741	71109		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 42200		MVHPWStr	OPERSUP		141.50	141.50				
						CHECK TOTAL	141.50				
331	Milestone Contractors	0000	22300143	EFT	06/07/2023	155632		67769	71137		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20209011 42200		LRSPWSTR	OPERSUP		200.48	200.48				
						CHECK TOTAL	200.48				
2252	Millers Towing and Tr	0000		EFT	05/19/2023	171681		67634	71001		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106010 43100		MVHFleet	PROSERVICE		70.00	70.00				

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WARRANT: 52323 05/19/2023
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CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
2252	Millers Towing and Tr	0000		EFT	05/27/2023	171966		67636	71003		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106010 43100		MVHFleet	PROSERVICE		82.00					
							82.00				
2252	Millers Towing and Tr	0000		EFT	05/18/2023	171624		67638	71005		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62606010 43100		SWFleet	PROSERVICE		73.00					
							73.00				
2252	Millers Towing and Tr	0000		EFT	05/27/2023	171946		67640	71007		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60606010 43100		SewFleet	PROSERVICE		118.00					
							118.00				
						CHECK TOTAL	343.00				
2922	Miss Liz the Science	0000		EFT	06/08/2023	289		67703	71070		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27807010 43100		CPP	PROSERVICE		756.00					
							756.00				
						CHECK TOTAL	756.00				
2055	MJ Insurance Inc	0000	22300119	EFT	05/14/2023	380399		67873	71243		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 43100		GenMayorOf	PROSERVICE		520.00					
	2 60601011 43100		SewMayor	PROSERVICE		0.00					
	3 62601011 43100		SWMayor	PROSERVICE		0.00					
							520.00				
						CHECK TOTAL	520.00				
2626	Mountain Glacier LLC	0000		EFT	06/04/2023	0900374215		67479	70840		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			74.22					
							74.22				
2626	Mountain Glacier LLC	0000		EFT	06/08/2023	0900375049		67596	70961		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101013 43100		GenContr	PROSERVICE		84.22					
							84.22				
						CHECK TOTAL	158.44				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52323 05/19/2023
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CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
845	Multi Service Technol	0000		EFT	06/01/2023	991-1-61904		67495	70856		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP		179.99					
							179.99				
845	Multi Service Technol	0000		EFT	05/21/2023	991-1-61437		67678	71045		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 42200		MVHPWStr	OPERSUP		200.00					
							200.00				
845	Multi Service Technol	0000		EFT	05/11/2023	991-1-60970		67680	71047		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		200.00					
							200.00				
845	Multi Service Technol	0000		EFT	05/21/2023	991-1-61441		67681	71048		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 42200		MVHPWStr	OPERSUP		200.00					
							200.00				
845	Multi Service Technol	0000		EFT	05/28/2023	784-1-73136		67683	71050		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		200.00					
							200.00				
845	Multi Service Technol	0000		EFT	05/24/2023	991-1-61592		67684	71051		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		199.49					
							199.49				
845	Multi Service Technol	0000		EFT	05/21/2023	991-1-61438		67685	71052		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 42200		MVHPWStr	OPERSUP		200.00					
							200.00				
845	Multi Service Technol	0000		EFT	05/12/2023	991-1-61066		67686	71053		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		197.99					
							197.99				
						CHECK TOTAL	1,577.47				
234	Municipal Emergency S	0000		EFT	05/25/2023	IN1865636		67381	70736		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 42200		GenPDSpprt	OPERSUP		1,010.18					
							1,010.18				

Report generated: 05/19/2023 11:18:56
User: Carrie Clark (clarkc)
Program ID: apwarrnt

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52323 05/19/2023
 DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	1,010.18			
248	Brad Myers	0000		INV	06/05/2023	F23-169		68043	71445	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 43200		GenPDSpprt	COMMTTRANS			223.00			
						CHECK TOTAL	223.00			
2716	Nelson & Co LLC	0000		EFT	06/01/2023	SI-136344		67375	70730	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108012 42200		GenPatrol	OPERSUP			24.00			
						CHECK TOTAL	24.00			
2716	Nelson & Co LLC	0000		EFT	03/05/2023	SI134855		67378	70733	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108012 42200		GenPatrol	OPERSUP			74.85			
						CHECK TOTAL	74.85			
2716	Nelson & Co LLC	0000		EFT	06/08/2023	SI151209		67593	70958	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42231		GenSafeTr	UNIFORMS			69.99			
						CHECK TOTAL	69.99			
2716	Nelson & Co LLC	0000		EFT	06/09/2023	SI151255		67622	70989	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42231		GenSafeTr	UNIFORMS			303.55			
						CHECK TOTAL	303.55			
2716	Nelson & Co LLC	0000	22300525	EFT	06/01/2023	SI-136132		67931	71303	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108012 42200		GenPatrol	OPERSUP			6,074.10			
						CHECK TOTAL	6,074.10			
2716	Nelson & Co LLC	0000	22300514	EFT	03/02/2023	SI135901		67932	71304	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108012 42200		GenPatrol	OPERSUP			2,222.03			
						CHECK TOTAL	2,222.03			
2716	Nelson & Co LLC	0000	22300513	EFT	05/26/2023	SI-136186		67942	71315	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108012 42200		GenPatrol	OPERSUP			2,317.94			
						CHECK TOTAL	2,317.94			
						CHECK TOTAL	11,086.46			

ACCOUNTS PAYABLE CHECK RUN REPORT

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WARRANT: 52323 05/19/2023
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CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
327	Nelson Alarm Inc.	0000		INV	05/29/2023	23051620		67783	71151		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		125.00					
							125.00				
						CHECK TOTAL	125.00				
3260	Nicholas Amick	0000		INV	06/08/2023	5082023		67472	70832		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106010 43200		GenFleet	COMMTRANS		15.00					
							15.00				
						CHECK TOTAL	15.00				
3874	Nicholson Davey Neal	0000	22300517	EFT	05/15/2023	43023FED		67889	71259		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101014 43100		GenEcon	PROSERVICE		2,500.00					
							2,500.00				
						CHECK TOTAL	2,500.00				
3313	Nova Healthcare IN LL	0000		EFT	06/04/2023	000002323773		67766	71134		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks	PROSERVICE		99.00					
	2 20109011 43100		MVHPWStr	PROSERVICE		198.00					
							297.00				
						CHECK TOTAL	297.00				
335	Office Three Sixty In	0000		EFT	06/08/2023	2564963		67542	70907		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105011 42200		GenFireAdm	OPERSUP		843.34					
							843.34				
335	Office Three Sixty In	0000		EFT	06/04/2023	2582296		67543	70908		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105011 42200		GenFireAdm	OPERSUP		111.90					
							111.90				
335	Office Three Sixty In	0000		EFT	06/08/2023	2583750		67589	70954		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 42200		GenMayorOf	OPERSUP		120.73					
							120.73				

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WARRANT: 52323 05/19/2023
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CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
335	Office Three Sixty In	0000		EFT	05/26/2023	2573340		67714	71081		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10103012 42200		GenPZ	OPERSUP		18.68	18.68				
335	Office Three Sixty In	0000		EFT	06/08/2023	2578865		67715	71082		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10103012 42200		GenPZ	OPERSUP		21.36	21.36				
335	Office Three Sixty In	0000		EFT	06/08/2023	2577016		67716	71083		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10103012 42200		GenPZ	OPERSUP		21.36	21.36				
335	Office Three Sixty In	0000		EFT	06/09/2023	2585370		67717	71084		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10103012 42200		GenPZ	OPERSUP		11.29	11.29				
335	Office Three Sixty In	0000		EFT	06/03/2023	2580347		67779	71147		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		198.96	198.96				
						CHECK TOTAL	1,347.62				
99995	AETNA, INC	0000		INV	06/10/2023	FD2022-00005105-1		67788	71156		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 36000		GenEMS	OTHEREV		435.41	435.41				
						CHECK TOTAL	435.41				
99995	ANTHEM BLUE CROSS BLU	0000		INV	06/01/2023	FD2022-00006643-1		67790	71158		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 43901		GenEMS	REFUNDS		218.80	218.80				
						CHECK TOTAL	218.80				
99995	JEANNA L BOZELL	0000		INV	06/10/2023	FD2022-00001703-1		67787	71155		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 36000		GenEMS	OTHEREV		30.00	30.00				

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WARRANT: 52323 05/19/2023

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CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	30.00			
99995	JONATHAN D SKIDMORE	0000		INV	06/10/2023	FD2022-00007193-1		67789	71157	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 36000		GenEMS	OTHEREV		15.17				
							15.17			
						CHECK TOTAL	15.17			
99994	Aidan Westphal	0000		INV	05/23/2023	002036		67623	70990	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks	OPERSUP		74.89				
							74.89			
						CHECK TOTAL	74.89			
99994	Colin Brown	0000		INV	05/23/2023	0993454		67624	70991	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 42200		MVHPWStr	OPERSUP		75.00				
							75.00			
						CHECK TOTAL	75.00			
99994	Devan Wright	0000		INV	05/23/2023	1969879		67936	71308	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks	OPERSUP		75.00				
							75.00			
						CHECK TOTAL	75.00			
99994	Jackson Philhower	0000		INV	05/23/2023	03249A		67616	70983	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 42200		MVHPWStr	OPERSUP		75.00				
							75.00			
						CHECK TOTAL	75.00			
99994	Jonah Vander Kamp	0000		INV	05/23/2023	3019432		67625	70992	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 42200		MVHPWStr	OPERSUP		75.00				
							75.00			
						CHECK TOTAL	75.00			

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WARRANT: 52323 05/19/2023

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CASH ACCOUNT: 99900000 10100				APCash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
99994	Joseph Caprara			0000		INV	05/23/2023	532459		67615	70982	
ACCOUNT DETAIL								LINE AMOUNT				
1	20109011	42200		MVHPWStr	OPERSUP			75.00				
								CHECK TOTAL	75.00			
99994	Luke Skeen			0000		INV	05/23/2023	856663		67626	70993	
ACCOUNT DETAIL								LINE AMOUNT				
1	10109013	42200		GenPWParks	OPERSUP			75.00				
								CHECK TOTAL	75.00			
99994	Matthew Strong			0000		INV	05/23/2023	8875419		67627	70994	
ACCOUNT DETAIL								LINE AMOUNT				
1	10109013	42200		GenPWParks	OPERSUP			75.00				
								CHECK TOTAL	75.00			
99996	Limestone Springs HOA			0000		INV	06/11/2023	LimestoneSpgsHOA 1		67854	71225	
ACCOUNT DETAIL								LINE AMOUNT				
1	62609014	43905		SWPWWater	Cont Exp			10,325.00				
								CHECK TOTAL	10,325.00			
99996	Timberstone Villas HO			0000		INV	06/08/2023	TimberstoneVillasHOA		67582	70947	
ACCOUNT DETAIL								LINE AMOUNT				
1	62609014	43905		SWPWWater	Cont Exp			3,653.79				
								CHECK TOTAL	3,653.79			
2470	OnPoint Hub & Spoke L			0000		EFT	06/01/2023	6/23 Rent		67961	71333	
ACCOUNT DETAIL								LINE AMOUNT				
1	47140000	43700		FishersI69	RENTALS			39,177.39				
								CHECK TOTAL	39,177.39			

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WARRANT: 52323 05/19/2023
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CASH ACCOUNT: 99900000 10100				APCash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
347	Otis Elevator Company			0000		EFT	06/01/2023	100401165838		68106	71509	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109012	43100		GenPWBuild	PROSERVICE			762.21			
									762.21			
347	Otis Elevator Company			0000		EFT	06/01/2023	100401165919		68107	71510	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109012	43100		GenPWBuild	PROSERVICE			498.00			
									498.00			
347	Otis Elevator Company			0000		EFT	06/01/2023	100401166114		68109	71512	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109012	43100		GenPWBuild	PROSERVICE			135.50			
									135.50			
								CHECK TOTAL	1,395.71			
3198	Outdoor Home Services			0000	22300217	EFT	05/11/2023	174378627		67498	70859	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109013	43100		GenPWParks	PROSERVICE			100.64			
									100.64			
3198	Outdoor Home Services			0000	22300217	EFT	05/11/2023	174393644		67499	70860	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109013	43100		GenPWParks	PROSERVICE			195.69			
									195.69			
3198	Outdoor Home Services			0000		EFT	05/10/2023	174311263		67500	70861	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109013	43100		GenPWParks	PROSERVICE			125.00			
									125.00			
3198	Outdoor Home Services			0000	22300213	EFT	05/12/2023	174434344		67512	70872	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60609014	43100		SewPWWater	PROSERVICE			79.87			
									79.87			
3198	Outdoor Home Services			0000	22300213	EFT	05/12/2023	174415458		67516	70877	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60609014	43100		SewPWWater	PROSERVICE			76.68			
									76.68			
3198	Outdoor Home Services			0000	22300213	EFT	05/12/2023	174417339		67518	70879	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60609014	43100		SewPWWater	PROSERVICE			63.90			
									63.90			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52323 05/19/2023
DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
3198	Outdoor Home Services	0000	22300213	EFT	05/12/2023	174422242		67520	70881		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			87.33					
							87.33				
3198	Outdoor Home Services	0000	22300213	EFT	05/12/2023	174424769		67524	70885		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			69.22					
							69.22				
3198	Outdoor Home Services	0000	22300213	EFT	05/12/2023	174430677		67525	70886		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			76.68					
							76.68				
3198	Outdoor Home Services	0000	22300213	EFT	05/15/2023	174538114		67569	70934		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			76.68					
							76.68				
3198	Outdoor Home Services	0000	22300213	EFT	05/15/2023	174530016		67573	70938		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			79.87					
							79.87				
3198	Outdoor Home Services	0000	22300213	EFT	05/15/2023	174533123		67575	70940		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			69.22					
							69.22				
3198	Outdoor Home Services	0000	22300217	EFT	05/15/2023	174509722		67736	71104		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks PROSERVICE			61.50					
							61.50				
3198	Outdoor Home Services	0000	22300213	EFT	05/21/2023	174932722		67908	71279		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			143.77					
							143.77				
						CHECK TOTAL	1,306.05				
3799	Patterson Horth Inc	0000	22300449	EFT	04/30/2023	5487		67907	71278		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 43100		SWPWWater PROSERVICE			8,000.00					
							8,000.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52323 05/19/2023
 DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	8,000.00			
384	Pinnacle Partners Inc	0000	22300328	EFT	06/07/2023	50182		67840	71210	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE			3,011.40			
	2 60606050 43100		SewIT	PROSERVICE			1,003.80			
	3 62606050 43100		SWIT	PROSERVICE			1,003.80			
							5,019.00			
						CHECK TOTAL	5,019.00			
2086	Platt Industrial Cont	0000	22300008	EFT	05/17/2023	23385		67775	71143	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE			11,362.00			
							11,362.00			
2086	Platt Industrial Cont	0000	22201008	EFT	05/17/2023	23375		67776	71144	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE			30,630.00			
							30,630.00			
						CHECK TOTAL	41,992.00			
366	Plumbers Supply Compa	0000		EFT	05/25/2023	90441410		67506	70867	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP			10.94			
							10.94			
366	Plumbers Supply Compa	0000		EFT	05/25/2023	90441480		67507	70868	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP			2.90			
							2.90			
366	Plumbers Supply Compa	0000		EFT	05/25/2023	90441575		67508	70869	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP			5.43			
							5.43			
366	Plumbers Supply Compa	0000		EFT	05/25/2023	90443146		67510	70871	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP			493.92			
							493.92			

ACCOUNTS PAYABLE CHECK RUN REPORT

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WARRANT: 52323 05/19/2023
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CASH ACCOUNT: 99900000 10100				APCash						
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
366	Plumbers Supply Compa	0000		EFT	05/25/2023	90452190		67563	70928	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		174.15				
							174.15			
						CHECK TOTAL	687.34			
375	PTR, Inc.	0000		EFT	06/03/2023	155797		67560	70925	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		555.80				
							555.80			
						CHECK TOTAL	555.80			
374	PVS Nolwood Chemicals	0000	22201246	EFT	06/01/2023	794941		67480	70841	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		11,077.74				
							11,077.74			
						CHECK TOTAL	11,077.74			
408	Q-Mation Inc	0000	22300322	EFT	05/30/2023	104133		68014	71416	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE		4,000.00				
							4,000.00			
						CHECK TOTAL	4,000.00			
433	RCS Contractor Suppli	0000		EFT	06/10/2023	1-529435		67692	71059	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		67.08				
							67.08			
						CHECK TOTAL	67.08			
1364	Regions Bank	0000		EFT	07/21/2023	108960		67433	70789	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 47140000 43100		FishersI69	PROSERVICE		1,000.00				
							1,000.00			
1364	Regions Bank	0000		EFT	07/21/2023	108961		67434	70790	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 47140000 43100		FishersI69	PROSERVICE		750.00				
							750.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52323 05/19/2023
 DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100				APCash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1364	Regions Bank		0000		EFT	07/27/2023	108959		67435	70791	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	33190000 43100		97AvllsPt	PROSERVICE		2,500.00	2,500.00			
1364	Regions Bank		0000		EFT	07/26/2023	108963		67436	70792	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60700000 43100		SewB&l	PROSERVICE		750.00	750.00			
1364	Regions Bank		0000		EFT	07/01/2023	108962		67437	70793	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	33190000 43100		97AvllsPt	PROSERVICE		2,500.00	2,500.00			
1364	Regions Bank		0000		EFT	07/01/2023	108964		67438	70794	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	47140000 43100		Fishersl69	PROSERVICE		2,500.00	2,500.00			
1364	Regions Bank		0000		EFT	07/01/2023	109303		67892	71263	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	33190000 43100		97AvllsPt	PROSERVICE		750.00	750.00			
							CHECK TOTAL	10,750.00			
2932	Resultant LLC		0000		EFT	05/10/2023	85408		67594	70959	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	47140000 44920		Fishersl69	CAPEXP		23,040.76	23,040.76			
							CHECK TOTAL	23,040.76			
422	Reynolds Farm Equipme		0000		EFT	05/10/2023	P13140		67553	70918	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109013 42200		GenPWParks	OPERSUP		1,654.00	1,654.00			
							CHECK TOTAL	1,654.00			
825	Rick L Alexander		0000		EFT	06/04/2023	23-006		67629	70996	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 43100		GenPWBuild	PROSERVICE		1,800.00	1,800.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52323 05/19/2023

DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
825	Rick L Alexander	0000	22300506	EFT	06/04/2023	22-014		67727	71095	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		3,500.00				
							3,500.00			
						CHECK TOTAL	5,300.00			
1863	Alfredo Rojas-Islas	0000	22300283	EFT	05/12/2023	2315		67739	71107	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		6,797.00				
							6,797.00			
						CHECK TOTAL	6,797.00			
624	Sage Commercial Advis	0000		EFT	04/18/2023	23-116A-02		67209	70563	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		4,900.00				
							4,900.00			
624	Sage Commercial Advis	0000		EFT	04/18/2023	23-117A-02		67212	70565	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		1,200.00				
							1,200.00			
624	Sage Commercial Advis	0000		EFT	04/18/2023	23-118A-02		67213	70566	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		1,200.00				
							1,200.00			
624	Sage Commercial Advis	0000		EFT	04/18/2023	23-119A-02		67215	70568	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		1,200.00				
							1,200.00			
						CHECK TOTAL	8,500.00			
3859	Samantha Higginbotham	0000		INV	06/10/2023	F23-142		68074	71476	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 43200		GenPDSpprt	COMMTRANS		180.00				
							180.00			
						CHECK TOTAL	180.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52323 05/19/2023

DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
3857	Sand Creek Woods Home	0000		EFT	06/12/2023	051223SCW		67718	71085	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103012 43100		GenPZ	PROSERVICE		5,000.00				
							5,000.00			
						CHECK TOTAL	5,000.00			
508	Selective Insurance C	0001		INV	06/01/2023	1080783		67856	71223	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108011 43100		GenPDAdmin	PROSERVICE		669.00				
							669.00			
						CHECK TOTAL	669.00			
466	Sharp Printing Servic	0000		EFT	06/02/2023	97423		67457	70815	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		1,050.00				
							1,050.00			
466	Sharp Printing Servic	0000		EFT	06/11/2023	97517		67839	71209	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 42200		SWPWWater	OPERSUP		195.00				
							195.00			
466	Sharp Printing Servic	0000		EFT	05/24/2023	96927		68114	71517	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21205058 42200		CHD	OPERSUP		85.00				
							85.00			
466	Sharp Printing Servic	0000		EFT	05/18/2023	97209		68115	71518	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21205058 42200		CHD	OPERSUP		85.00				
							85.00			
						CHECK TOTAL	1,415.00			
477	Shelby Gravel Inc	0000		EFT	05/30/2023	805291		67676	71043	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks	OPERSUP		698.23				
							698.23			
						CHECK TOTAL	698.23			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52323 05/19/2023
DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
201	SiteOne Landscape Sup	0000		EFT	05/15/2023	129179250-001		67650	71017		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 42200		GenPWParks	OPERSUP		418.79					
							418.79				
201	SiteOne Landscape Sup	0000		EFT	06/15/2023	129132728-001		67823	71193		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		1,465.63					
							1,465.63				
						CHECK TOTAL	1,884.42				
1990	Specialties Company L	0000	22300336	EFT	05/17/2023	6820		67738	71106		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE		10,450.00					
							10,450.00				
						CHECK TOTAL	10,450.00				
3350	SPF 15 Inc	0000		EFT	06/01/2023	6/23 Rent		67962	71334		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 43510000 43700		THBC	RENTALS		7,391.25					
							7,391.25				
						CHECK TOTAL	7,391.25				
3014	Stage Tech, Inc	0000	22300374	EFT	05/23/2023	424827		67541	70906		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks	PROSERVICE		2,417.50					
							2,417.50				
						CHECK TOTAL	2,417.50				
473	State Safety & Compli	0000		EFT	05/19/2023	10715923		67401	70757		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		1,167.94					
							1,167.94				
						CHECK TOTAL	1,167.94				
2878	Sterling Infosystems	0000		EFT	05/30/2023	9386188		67530	70894		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101015 43100		GenHR	PROSERVICE		30.00					
							30.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52323 05/19/2023
 DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	30.00			
558	Stryker Sales Corpora	0000		EFT	05/28/2023	4145910M		67585	70950	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		1,129.00				
							1,129.00			
						CHECK TOTAL	1,129.00			
507	Sunbelt Rentals Inc	0000		EFT	05/21/2023	138586940-0001		67494	70855	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		145.84				
							145.84			
507	Sunbelt Rentals Inc	0000		EFT	05/20/2023	138519730-0002		67496	70857	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr	PROSERVICE		135.59				
							135.59			
507	Sunbelt Rentals Inc	0000		EFT	05/19/2023	138450374-0001		67497	70858	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		164.64				
							164.64			
						CHECK TOTAL	446.07			
3878	Sweet Briar Property	0000		EFT	06/12/2023	051223SB		67720	71087	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103012 43100		GenPZ	PROSERVICE		5,000.00				
							5,000.00			
						CHECK TOTAL	5,000.00			
3327	Sydney Carillo	0000		INV	06/03/2023	F23-185		68037	71439	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108013 43200		GenInvstgt	COMMTRANS		248.00				
							248.00			
						CHECK TOTAL	248.00			
492	Synchrony Financial	0000	22300464	EFT	05/08/2023	000537GSPMIJ		67635	71002	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		2,847.72				
							2,847.72			

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Detail Invoice List

WARRANT: 52323 05/19/2023
 DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
492	Synchrony Financial	0000		EFT	05/08/2023	000533GSPMII		67637	71004		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		498.80					
							498.80				
492	Synchrony Financial	0000		EFT	06/08/2023	001160GSQKUB		67639	71006		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		82.30					
							82.30				
						CHECK TOTAL	3,428.82				
527	T&T Sales & Promotion	0000	22300508	EFT	06/02/2023	51807		67696	71063		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP		1,528.00					
	2 62609014 42200		SWPWWater	OPERSUP		3,132.98					
							4,660.98				
527	T&T Sales & Promotion	0000		EFT	06/02/2023	51801		67927	71299		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21205058 42200		CHD	OPERSUP		950.00					
							950.00				
527	T&T Sales & Promotion	0000		EFT	06/17/2023	51934		68091	71493		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 42200		GenPDSpprt	OPERSUP		306.00					
							306.00				
						CHECK TOTAL	5,916.98				
3019	Taylor Systems LLC	0000	22200843	EFT	06/12/2023	103023		67561	70926		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		4,152.92					
							4,152.92				
3019	Taylor Systems LLC	0000		EFT	06/15/2023	103028		67937	71309		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		825.00					
							825.00				
						CHECK TOTAL	4,977.92				
544	TC Electric, Inc	0000	22300538	EFT	05/31/2023	2822		68016	71418		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20104010 43100		MVHEng	PROSERVICE		5,000.00					

Report generated: 05/19/2023 11:18:56
 User: Carrie Clark (clarkc)
 Program ID: apwarrrt

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WARRANT: 52323 05/19/2023
 DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							5,000.00			
						CHECK TOTAL	5,000.00			
548	The Paper of Montgome	0000		EFT	06/02/2023	TL20373		68036	71438	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101013 43100		GenContr	PROSERVICE			26.69			
							26.69			
						CHECK TOTAL	26.69			
532	Tiffany Lawn & Garden	0000	22300024	EFT	05/30/2023	798120-04.2023		67734	71102	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks OPERSUP				2,042.50			
	2 10109013 42200		GenPWParks OPERSUP				2,478.50			
							4,521.00			
						CHECK TOTAL	4,521.00			
1692	TK Elevator Corporati	0000		EFT	05/08/2023	3007222420		67501	70862	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWWBuild	PROSERVICE			648.96			
							648.96			
						CHECK TOTAL	648.96			
3278	TL, LLC DBA (High Shi	0000		EFT	05/21/2023	12369		67555	70920	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWWBuild	PROSERVICE			1,005.00			
							1,005.00			
3278	TL, LLC DBA (High Shi	0000		EFT	05/21/2023	12367		67557	70922	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWWBuild	PROSERVICE			410.00			
							410.00			
3278	TL, LLC DBA (High Shi	0000		EFT	05/21/2023	12370		67559	70924	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWWBuild	PROSERVICE			750.00			
							750.00			
3278	TL, LLC DBA (High Shi	0000	22300507	EFT	05/24/2023	12371		67726	71094	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWWBuild	PROSERVICE			2,600.00			
							2,600.00			

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Detail Invoice List

WARRANT: 52323 05/19/2023
 DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK		
3278 TL, LLC DBA (High Shi	0000		EFT	05/20/2023	12364		68095	71497			
ACCOUNT DETAIL					LINE AMOUNT						
1 21205058 43100		CHD	PROSERVICE		120.00						
					CHECK TOTAL	120.00					
						4,885.00					
2836 TNT Powerwash Inc	0000	22300345	EFT	06/09/2023	415961		67786	71154			
ACCOUNT DETAIL					LINE AMOUNT						
1 10109012 43100		GenPWBuild	PROSERVICE		8,216.25						
					CHECK TOTAL	8,216.25					
						8,216.25					
2925 Toru Kikuchi	0000		EFT	05/27/2023	66486		66486	69755			
ACCOUNT DETAIL					LINE AMOUNT						
1 10107010 43100		GenParks	PROSERVICE		200.00						
					CHECK TOTAL	200.00					
						200.00					
534 Traynor & Associates,	0000		EFT	12/31/2022	22614		67205	70558			
ACCOUNT DETAIL					LINE AMOUNT						
1 10107010 43100		GenParks	PROSERVICE		6,000.00						
					CHECK TOTAL	6,000.00					
						6,000.00					
534 Traynor & Associates,	0000		EFT	01/31/2023	23121		67207	70560			
ACCOUNT DETAIL					LINE AMOUNT						
1 10107010 43100		GenParks	PROSERVICE		3,000.00						
					CHECK TOTAL	3,000.00					
						9,000.00					
58 Uline Inc	0000		EFT	06/01/2023	163113021		67737	71105			
ACCOUNT DETAIL					LINE AMOUNT						
1 10109012 42200		GenPWBuild	OPERSUP		134.85						
					CHECK TOTAL	134.85					
						134.85					
2039 Ultimate Technologies	0000	22300489	EFT	04/25/2023	ARI000368		67844	71214			
ACCOUNT DETAIL					LINE AMOUNT						
1 10106050 43100		GenIT	PROSERVICE		5,498.00						
					CHECK TOTAL	5,498.00					

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52323 05/19/2023

DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	5,498.00			
1871	UrbanEco Properties L	0001		EFT	06/01/2023	6/23 Rent		67964	71336	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 24601010 43100		CertTechAd	PROSERVICE		14,634.86				
							14,634.86			
						CHECK TOTAL	14,634.86			
594	US Uniform & Supply	0000	22300120	EFT	04/29/2023	174768		67586	70951	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		66,307.00				
	2 47015010 44920		2018FS91	CAPEXP		54,991.00				
							121,298.00			
						CHECK TOTAL	121,298.00			
614	Van Ausdall & Farrar	0000		EFT	05/06/2023	567727		67347	70701	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21205058 43100		CHD	PROSERVICE		250.56				
	2 10106050 43100		GenIT	PROSERVICE		3.38				
							253.94			
614	Van Ausdall & Farrar	0000		EFT	05/10/2023	568214		67349	70703	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21205058 43100		CHD	PROSERVICE		22.45				
	2 10106050 43100		GenIT	PROSERVICE		11.21				
							33.66			
614	Van Ausdall & Farrar	0000	22300018	EFT	05/15/2023	569394		67846	71216	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		4.35				
	2 10106050 43100		GenIT	PROSERVICE		0.00				
							4.35			
614	Van Ausdall & Farrar	0000	22300018	EFT	05/13/2023	568718		67847	71217	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		3,345.22				
	2 62606050 43100		SWIT	PROSERVICE		69.64				
							3,414.86			
						CHECK TOTAL	3,706.81			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52323 05/19/2023
 DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2789	Verizon Communication	0000		EFT	05/15/2023	9933270878		67610	70977	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21205058 43100		CHD	PROSERVICE		582.83				
	2 27155058 43100		HDVFC	PROSERVICE		191.55				
							774.38			
						CHECK TOTAL	774.38			
2813	Visionary Cove LLC	0000		EFT	06/01/2023	6/23 Rent		67965	71337	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 24601010 43100		CertTechAd	PROSERVICE		59,293.00				
							59,293.00			
						CHECK TOTAL	59,293.00			
625	VS Engineering Inc	0000	22300190	EFT	05/30/2023	496806		67618	70985	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27084010 44200		RIFEng	INFRSTR		6,886.00				
							6,886.00			
						CHECK TOTAL	6,886.00			
398	Warrens Turf	0000		EFT	05/24/2023	198108		67579	70944	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks	OPERSUP		89.90				
							89.90			
398	Warrens Turf	0000		EFT	05/24/2023	198143		67580	70945	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks	OPERSUP		44.95				
							44.95			
398	Warrens Turf	0000		EFT	06/03/2023	198823		67749	71117	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks	OPERSUP		159.80				
							159.80			
398	Warrens Turf	0000		EFT	06/03/2023	198835		67750	71118	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks	OPERSUP		119.85				
							119.85			
398	Warrens Turf	0000		EFT	06/03/2023	198845		67751	71119	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks	OPERSUP		119.85				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52323 05/19/2023
 DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
398	Warrens Turf	0000		EFT	06/03/2023	198875	119.85	67752	71120		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 42200		MVHPWStr	OPERSUP			314.65				
398	Warrens Turf	0000		EFT	06/10/2023	199547	314.65	68056	71458		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 42200		GenPWParks	OPERSUP			269.70				
398	Warrens Turf	0000		EFT	06/11/2023	199660	269.70	68075	71477		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 42200		MVHPWStr	OPERSUP			269.70				
						CHECK TOTAL	1,388.40				
3108	Wehrkamp Enterprises	0000	22300348	EFT	06/08/2023	3188		67785	71153		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks	PROSERVICE			8,370.75				
						CHECK TOTAL	8,370.75				
2279	Wesco Distribution In	0000	22300497	EFT	05/21/2023	221033		67800	71169		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP			3,559.08				
						CHECK TOTAL	3,559.08				
2380	Whites Ace Hardware F	0000		EFT	06/08/2023	37426084		67825	71195		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20209011 42200		LRSPWSTR	OPERSUP			1,089.20				
2380	Whites Ace Hardware F	0000		EFT	06/08/2023	37426094	1,089.20	67826	71196		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 42200		MVHPWStr	OPERSUP			189.98				
2380	Whites Ace Hardware F	0000		EFT	06/10/2023	37427155	189.98	67989	71361		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 42200		GenPWParks	OPERSUP			419.60				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52323 05/19/2023
DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							419.60			
2380	Whites Ace Hardware F	0000		EFT	06/11/2023	37427811		68052	71454	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks OPERSUP				159.92			
							159.92			
2380	Whites Ace Hardware F	0000		EFT	06/11/2023	37427816		68053	71455	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks OPERSUP				209.36			
							209.36			
2380	Whites Ace Hardware F	0000		EFT	06/11/2023	37427829		68054	71457	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks OPERSUP				-159.92			
							-159.92			
2380	Whites Ace Hardware F	0000		EFT	06/11/2023	37427890		68057	71459	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWPBuild OPERSUP				8.16			
							8.16			
						CHECK TOTAL	1,916.30			
2737	Wild Ridge Lawn & Lan	0000	22300240	EFT	05/30/2023	30325		67660	71027	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr PROSERVICE				4,129.27			
							4,129.27			
2737	Wild Ridge Lawn & Lan	0000	22300130	EFT	05/30/2023	30324		67661	71028	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr PROSERVICE				22,333.34			
							22,333.34			
2737	Wild Ridge Lawn & Lan	0000	22300332	EFT	05/30/2023	30326		67662	71029	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr PROSERVICE				4,000.05			
							4,000.05			
2737	Wild Ridge Lawn & Lan	0000		EFT	06/08/2023	30448		67777	71145	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks PROSERVICE				666.00			
							666.00			
2737	Wild Ridge Lawn & Lan	0000	22300502	EFT	06/08/2023	30449		67778	71146	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20209011 43100		LRSPWSTRT PROSERVICE				2,250.00			

Report generated: 05/19/2023 11:18:56
User: Carrie Clark (clarkc)
Program ID: apwarrnt

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52323 05/19/2023
 DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							2,250.00			
						CHECK TOTAL	33,378.66			
2159	Williams Creek Manage	0000	22201128	EFT	06/15/2023	WCMC23108		67944	71317	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 43100		SWPWWater PROSERVICE				11,946.20			
							11,946.20			
2159	Williams Creek Manage	0000	22201128	EFT	06/15/2023	WCMC23109		67959	71331	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 43100		SWPWWater PROSERVICE				11,245.50			
							11,245.50			
2159	Williams Creek Manage	0000	22201197	EFT	06/15/2023	WCMC23110		67960	71332	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 43100		SWPWWater PROSERVICE				11,719.00			
							11,719.00			
						CHECK TOTAL	34,910.70			
1309	WW Grainger Inc	0000		EFT	05/24/2023	9685170103		67411	70766	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist OPERSUP				423.51			
							423.51			
1309	WW Grainger Inc	0000		EFT	05/25/2023	9685660673		67412	70767	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist OPERSUP				98.72			
							98.72			
1309	WW Grainger Inc	0000		EFT	05/25/2023	9686295198		67413	70768	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist OPERSUP				165.42			
							165.42			
1309	WW Grainger Inc	0000	22300205	EFT	05/21/2023	9681926128		67527	70889	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild OPERSUP				169.44			
							169.44			
1309	WW Grainger Inc	0000	22300205	EFT	05/24/2023	9684496194		67528	70890	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild OPERSUP				140.92			
							140.92			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52323 05/19/2023
DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1309	WW Grainger Inc	0000		EFT	05/24/2023	9684496228		67570	70935		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		224.84	224.84				
1309	WW Grainger Inc	0000		EFT	05/24/2023	9684496202		67571	70936		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		76.18	76.18				
1309	WW Grainger Inc	0000		EFT	05/24/2023	9684496210		67572	70937		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 42200		MVHPWStr	OPERSUP		160.33	160.33				
1309	WW Grainger Inc	0000		EFT	05/24/2023	9684496236		67574	70939		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 42200		GenPWParks	OPERSUP		387.94	387.94				
1309	WW Grainger Inc	0000		EFT	05/28/2023	9690043394		67630	70997		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		20.62	20.62				
1309	WW Grainger Inc	0000		EFT	05/28/2023	9690721288		67631	70998		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		403.36	403.36				
1309	WW Grainger Inc	0000		EFT	05/31/2023	9691378641		67670	71037		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 42200		MVHPWStr	OPERSUP		517.41	517.41				
1309	WW Grainger Inc	0000		EFT	05/31/2023	9691378633		67671	71038		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 42200		GenPWParks	OPERSUP		628.20	628.20				
1309	WW Grainger Inc	0000		EFT	05/31/2023	9691378658		67672	71039		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		85.98	85.98				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52323 05/19/2023
 DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1309	WW Grainger Inc		0000		EFT	06/04/2023	9698041176		67759	71127	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 42200		GenPWBuild	OPERSUP			255.55			
								255.55			
1309	WW Grainger Inc		0000		EFT	06/04/2023	9698041184		67760	71128	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 42200		GenPWBuild	OPERSUP			105.96			
								105.96			
1309	WW Grainger Inc		0000		EFT	06/04/2023	9698041192		67761	71129	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 42200		GenPWBuild	OPERSUP			28.10			
								28.10			
1309	WW Grainger Inc		0000		EFT	06/04/2023	9698041200		67762	71130	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 42200		GenPWBuild	OPERSUP			15.26			
								15.26			
1309	WW Grainger Inc		0000		EFT	06/07/2023	9698818946		67804	71174	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 42200		GenPWBuild	OPERSUP			5.78			
								5.78			
1309	WW Grainger Inc		0000		EFT	06/07/2023	9698818920		67805	71175	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109013 42200		GenPWParks	OPERSUP			334.88			
								334.88			
1309	WW Grainger Inc		0000		EFT	06/07/2023	9698818938		67807	71177	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 42200		GenPWBuild	OPERSUP			102.72			
								102.72			
1309	WW Grainger Inc		0000		EFT	06/07/2023	9698818987		67808	71179	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 42200		GenPWBuild	OPERSUP			44.93			
								44.93			
1309	WW Grainger Inc		0000		EFT	06/07/2023	9698819050		67810	71180	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109013 42200		GenPWParks	OPERSUP			868.99			
								868.99			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52323 05/19/2023
 DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1309	WW Grainger Inc		0000		EFT	06/07/2023	9698878346		67811	71181	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 42200		GenPWBuild	OPERSUP		62.68	62.68			
1309	WW Grainger Inc		0000		EFT	06/07/2023	9698818979		67813	71183	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 42200		GenPWBuild	OPERSUP		18.11	18.11			
1309	WW Grainger Inc		0000		EFT	06/07/2023	9698819027		67814	71184	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 42200		GenPWBuild	OPERSUP		141.77	141.77			
1309	WW Grainger Inc		0000		EFT	06/07/2023	9698819084		67815	71185	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 42200		GenPWBuild	OPERSUP		12.78	12.78			
1309	WW Grainger Inc		0000		EFT	06/07/2023	9698818953		67816	71186	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109013 42200		GenPWParks	OPERSUP		502.32	502.32			
1309	WW Grainger Inc		0000		EFT	06/07/2023	9698819001		67818	71188	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 42200		GenPWBuild	OPERSUP		44.93	44.93			
1309	WW Grainger Inc		0000		EFT	06/07/2023	9698878353		67819	71190	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109013 42200		GenPWParks	OPERSUP		419.70	419.70			
1309	WW Grainger Inc		0000		EFT	06/07/2023	9698878361		67821	71191	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109013 42200		GenPWParks	OPERSUP		158.64	158.64			
1309	WW Grainger Inc		0000		EFT	06/03/2023	9696368647		67901	71272	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105013 42200		GenLogist	OPERSUP		182.97	182.97			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52323 05/19/2023
 DUE DATE: 05/19/2023

CASH ACCOUNT: 99900000		10100	APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1309	WW Grainger Inc		0000		EFT	06/03/2023	9696823161		67902	71273	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10105013 42200			GenLogist	OPERSUP			224.86			
1309	WW Grainger Inc		0000		EFT	06/04/2023	9697559038		67903	71274	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10105013 42200			GenLogist	OPERSUP			216.45			
1309	WW Grainger Inc		0000		EFT	06/04/2023	9697581115		67904	71275	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10105013 42200			GenLogist	OPERSUP			108.84			
1309	WW Grainger Inc		0000		EFT	06/07/2023	9699547494		67905	71276	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10105013 42200			GenLogist	OPERSUP			329.37			
1309	WW Grainger Inc		0000		EFT	06/09/2023	9702309650		67982	71354	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109012 42200			GenPWBuild	OPERSUP			14.59			
1309	WW Grainger Inc		0000		EFT	06/09/2023	9702309668		67983	71355	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109012 42200			GenPWBuild	OPERSUP			946.88			
1309	WW Grainger Inc		0000		EFT	06/09/2023	9702309643		67984	71356	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109012 42200			GenPWBuild	OPERSUP			582.08			
1309	WW Grainger Inc		0000		EFT	06/10/2023	9703516691		67990	71362	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109013 42200			GenPWParks	OPERSUP			837.20			
1309	WW Grainger Inc		0000		EFT	06/10/2023	9703516709		67991	71363	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109013 42200			GenPWParks	OPERSUP			839.40			

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Detail Invoice List

WARRANT: 52323 05/19/2023
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CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1309	WW Grainger Inc	0000		EFT	06/10/2023	9703516717		67992	71364		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 42200		GenPWParks OPERSUP			418.00					
							418.00				
1309	WW Grainger Inc	0000		EFT	06/10/2023	9703516733		67993	71365		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 42200		GenPWParks OPERSUP			522.50					
							522.50				
1309	WW Grainger Inc	0000		EFT	06/11/2023	9705566710		68064	71466		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuidl OPERSUP			5.88					
							5.88				
1309	WW Grainger Inc	0000		EFT	06/11/2023	9705566728		68065	71467		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuidl OPERSUP			641.68					
							641.68				
1309	WW Grainger Inc	0000		EFT	06/11/2023	9705566736		68066	71468		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 42200		GenPWParks OPERSUP			839.40					
							839.40				
1309	WW Grainger Inc	0000		EFT	06/11/2023	9705566744		68067	71469		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuidl OPERSUP			257.38					
							257.38				
						CHECK TOTAL	13,593.45				
2036	Zayo Group Holdings I	0000	22300158	EFT	05/31/2023	2023050028823		67850	71220		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		2,784.10					
	2 60606050 43100		SewIT	PROSERVICE		1,113.65					
	3 62606050 43100		SWIT	PROSERVICE		742.43					
							4,640.18				
						CHECK TOTAL	4,640.18				
567	INVOICES					WARRANT TOTAL	1,063,456.77				
						CASH ACCOUNT BALANCE					
							1,063,456.77				
							47,472,193.65				



Board Action Form

MEETING DATE	May 23, 2023			
TITLE	Resolution Approving Event Center License Agreement			
SUBMITTED BY	Name & Title: Elliott Hultgren, Deputy Mayor			
	Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☒ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☒ 2 nd Reading	☐ Public Hearing	☒ 3 rd Reading
	Ordinance #:		Resolution #: R052323	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☒ Contract required for this item		☒ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☒ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head		☐ Controller's Office
	☐ Department Head		☐ Finance Committee
	☒ Deputy Mayor		☐ Technical Advisory Committee
	☐ Mayor		☐ Other:
	☒ Legal Counsel – Name of Reviewer: Jennifer C. Messer		
BACKGROUND (Includes description, background, and justification)	The City is constructing the Fishers Event Center ("Center") on property located east of I-69 and south of 116th Street in the City. Throughout the last decade, the City has worked to locate the Indy Fuel hockey team in the City. With the development of the Event Center, the Indy Fuel has agreed to play its home games in the City at the Event Center, all pursuant to the license agreement by and among the Indiana Hockey Club, LLC (the "Indy Fuel"), Fishers Town Hall Building Corporation (the "Corporation") and the City that is the subject of this Resolution. The City will be a party to the License for the exclusive purposes of (a) causing the construction of the Event Center, (b) upon substantial completion, transferring and conveying the Event Center to the Corporation which will own, operate, and provide licenses for use of the Event Center, and (c) compensating Hallett for the Ambassador Services. Capitalized terms used but not defined herein are used with the meaning ascribed to such terms in the License.		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	none; Indy Fuel to pay \$360K, annually and share in other income received.	
	Expenditure \$:	none	
	Source of Funds:	none	
	Additional Appropriation #:		
	Narrative:		
OPTIONS (Include Deny Approval Option)	1.	Approve the License	
	2.	Reject the License	
	3.		
	4.		
PROJECT TIMELINE			
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approving the License.		
SUPPLEMENTAL INFORMATION (List all attached documents)			

Event Center License Agreement

Fishers Town Hall Building Corporation - City of Fishers -
Indiana Hockey Club, LLC

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This EVENT CENTER LICENSE AGREEMENT (this “**Agreement**”) is entered into this _____ day of May, 2023 (the “**Effective Date**”) by and among the Fishers Town Hall Building Corporation, an Indiana nonprofit corporation (“**THBC**”), City of Fishers, Hamilton County, Indiana, an Indiana municipal corporation (“**City**”), and the Indiana Hockey Club, LLC, an Indiana limited liability company (“**IHC**”).

Recitals

WHEREAS, City has undertaken the construction of the Event Center, which will be generally located Southeast of the USA Parkway and Ikea Way Roundabout in Fishers, Indiana, as further depicted on Exhibit A, attached hereto and incorporated herein (the “**Real Estate**”), for the benefit of Fishers, Indiana citizens and Indiana families to provide athletic contests and other types of entertainment, performances, and events that contribute to the educational, recreational, economic, and cultural development of the community (the “**Municipal Purposes**”);

WHEREAS, City is a party to this Agreement for the exclusive purposes of (a) causing the construction of the Event Center, (b) upon substantial completion, transferring and conveying the Event Center to THBC which will own, operate, and provide licenses for use of the Event Center, and (c) compensating Hallett for the Ambassador Services;

WHEREAS, IHC owns and operates a professional hockey team (such team and any successor to, or assignee of, such team, the “**Team**”) in the League;

WHEREAS, to accomplish the Municipal Purposes, THBC has committed to hold athletic competitions in the Event Center; and

WHEREAS, IHC desires to use the Facilities, including, without limitation, for the purpose of conducting Hockey Events and holding Team training and practices, and other reasonably related uses.

NOW THEREFORE, in consideration of the covenants and agreements herein expressed and of the faithful performance of all such covenants and agreements, City, THBC and IHC hereby agree as follows:

Article 1. Defined Terms

“Agreement” has the meaning set forth in the preamble.

“Ambassador Period” has the meaning set forth in Section 3.04.

“Ambassador Services” has the meaning set forth in Section 3.04.

“Andretti Suite” has the meaning set forth in Section 10.11.

“APRA” has the meaning set forth in Section 27.01.

“Average Ticket Price” means the average ticket price realized by IHC for the Hockey Season immediately preceding the date of determination and shall be based on the average ticket price of all Regular Season Game tickets sold during that season, net of the Facility Fee. The

amount of the Average Ticket Price may increase or decrease from year to year and shall be determinatively established as the amount reported by IHC to the League each year. The calculation of Average Ticket Price shall include discounted tickets, including ticket plans and group tickets, but shall not include complimentary tickets. For example purposes only, the Average Ticket Price for the 2021-2022 Hockey Season was \$28.35.

“Beverage Sponsorships” has the meaning set forth in Section 9.02.

“City” has the meaning set forth in the preamble.

“Claims” shall mean claims, liabilities, damages, injuries, losses, liens, costs, and/or expenses (including, without limitation, reasonable attorneys’ fees); provided that in no event shall Claims include consequential or punitive damages.

“Common Areas” means those areas within and about the Event Center and Real Estate that are held open for public use, including, without limitation, the Parking Facility, hallways, stairwells, elevators, entryways and sidewalks.

“Confidential Information” has the meaning set forth in Section 27.01.

“Contract Year” means the period from September 1 from one calendar year to August 31 of the subsequent calendar year, except for the first Contract Year, which shall begin on the Effective Date and continue until August 31, 2025.

“Effective Date” has the meaning set forth in the preamble.

“Electronic Marquee” means the large digital signage affixed to outside of the Event Center.

“Electronic Signage” means (a) the Electronic Marquee, and (b) scoreboard video, ribbon board messages and all other digital messages displayed inside the Event Center, including without limitation TV Messages.

“Event Center” the Event Center building located on the Real Estate.

“Excluded Activit(ies)” has the meaning set forth in Section 10.17.

“Facilities” means, individually or collectively, (a) the entirety of the Event Center, including but not limited to the seating and access thereto, the playing surface, Team Locker Room, Visiting Team Facilities, the Team store and Common Areas; provided that “Facilities” shall not include those areas that are not directly related to Hockey Events, including, without limitation, kitchen facilities, designated spaces like offices that are not specifically provided for IHC’s uses, boiler rooms and other areas reasonably deemed private by THBC; and (b) other areas of the Event Center and/or Real Estate as may be designated or approved from time to time at the commercially reasonable discretion of THBC for IHC’s use.

“Facility Fee” has the meaning set forth in Section 10.01.

“Force Majeure” means any event beyond the reasonable control of the party affected (or

any employee, representative, agent or independent contractor of the party affected) that prevents or delays such party's performance of its obligations (other than its obligations to make payments of money) under this Agreement, including strikes, lockouts, work stoppages, labor unrest, transportation stoppages, riots, wars, terrorism, acts of military authorities, national or state emergencies, floods, fires, earthquakes, tornadoes or acts of God, including without limitation pandemics, epidemics or shelter-in-place orders

"Goodwill Obligation" means the obligation of IHC and THBC not to (a) contract with or otherwise enter into an agreement with a person or entity regarding the Event Center, or (b) use the Event Center, in both cases of (a) and (b) immediately above, in a manner that will materially injure or damage the reputation and goodwill of IHC or THBC, as applicable.

"Hallett" means James P. Hallett in his individual capacity for purposes of providing the Ambassador Services as more fully set forth herein.

"Hockey Equipment" has the meaning set forth in Section 6.01.

"Hockey Event(s)" means, individually or collectively, Home Games together with pre-game and post-game events, festivities, activities and set-up occurring on the same day as Home Games, which Hockey Events shall typically occur within a six (6) hour period (the **"Hockey Designated Time"**), unless otherwise agreed by THBC.

"Hockey Season" means, subject to adjustment by the League, (a) the period from approximately October 1 to April 30 each Contract Year of this Agreement, and (b) if the Team plays in the post-season, the Postseason Period of each Contract Year of this Agreement.

"Home Game(s)" means any Pre-Season Game, Regular Season Game or Play-Off Game scheduled by the League and/or IHC to be played as a home game during the Term of this Agreement.

"IHC" has the meaning set forth in the preamble.

"IHC IP" has the meaning set forth in Section 12.03.

"IHC Promotions" means agreements for promotional activities during Hockey Events such as audio, advertisements, announcements, videos, displays, kiosks or tables inside or upon the large digital sign affixed to the Event Center, or, upon prior written approval of THBC, other areas outside the Event Center.

"Initial Term" has the meaning set forth in Section 18.01.

"Interior Naming Rights" means the naming rights pertaining to the Sponsorship of the 1st floor event level club section, 2nd floor bar club section, 2nd floor loge club section and other areas mutually determined by the parties.

"Laws" means all applicable federal, state and local statutes, ordinances, laws, rules, regulations, covenants and declarations, including but not limited to those relating to the environment, safety, security, occupancy, sanitary, and health requirements, fire and safety codes

and use of the Event Center.

“League” means the ECHL hockey league, its successor, or any other professional hockey league to which the Team may participate, including without limitation, the American Hockey League.

“License Fee” has the meaning set forth in Section 20.01.

“Locker Room Budget” has the meaning set forth in Section 5.04.

“Manager” means ASM Global Arena Management LLC, a Delaware limited liability company, or any successor appointed by THBC to serve as Manager.

“Mediation Deadline” has the meaning set forth in Section 33.01.

“Merchandise” has the meaning set forth in Section 12.01.

“Municipal Purposes” has the meaning set forth in the recitals.

“Naming Rights Package” means the right of a third party to have its name placed prominently on the exterior of the Event Center, other locations on the outside and inside of the Event Center, all as agreed to by and among IHC, THBC and such third party.

“Naming Rights Sponsor” means the third party (which may change from time to time) who acquires the Naming Rights Package.

“Other Event(s)” means any event occurring at the Event Center or Real Estate that is not a Hockey Event.

“Other Event Promotions” means agreements for promotional activities occurring at times other than during Hockey Events such as audio, advertisements, announcements, videos, displays, kiosks or tables inside or outside the Event Center and on the large digital sign affixed to the Event Center.

“Parking Facility” means that certain parking property or properties generally located at and about the Event Center that shall be made available during Hockey Events, for a charge, to park automotive transportation.

“Permanent Signage” means signs with printed content affixed in a permanent manner inside the Event Center.

“Play-Off Game(s)” means any one of a series of Team home hockey games scheduled by the League to occur after the close of a Regular Hockey Season during the Postseason Period to determine the ultimate champion of the League for such season.

“Postseason Period” means, subject to change by the League, generally the months May, June and July.

“Pre-Season Games” means any Team home hockey game, except intra-squad games, played by IHC prior to the first Regular Season Game during each Hockey Season.

“Premium Seating” means manifested seats (including bar stools) in the Event Center with respect to suites, loge seating, and/or club seats for all Hockey Events and Other Events at the Event Center for which tickets are sold. **“Premium Seating”** shall also include any tickets a suite holder may purchase in addition to their manifested seats (e.g., standing room only tickets).

“Real Estate” has the meaning set forth in the recitals.

“Regular Hockey Season” means the period from the opening of the Regular Season Games to and including the last regularly scheduled Regular Season Game as set forth in each annual schedule established by the League, but exclusive of any Pre-Season Games and Play-Off Games.

“Regular Season Games” means each hockey game played by the Team as part of the Regular Hockey Season.

“Required Changes” has the meaning set forth in Section 5.06.

“Signage” means collectively (a) Permanent Signage, (b) Temporary Signage, and (c) Electronic Signage.

“Signage Fulfillment” has the meaning set forth in Section 13.10.

“Sponsorships” means written agreements between IHC and third parties for (a) Signage, (b) the Naming Rights Package, (c) Interior Naming Rights, (d) IHC Promotions, and (e) Beverage Sponsorships, all of which shall be entered into in compliance with the Goodwill Obligation.

“Suite Fair Market Value” has the meaning set forth in Section 10.11.

“Team” has the meaning set forth in the recitals.

“Team Locker Room” shall mean the area depicted on Exhibit A, including, without limitation, the showers, toilets, coach’s office, equipment room and trainer’s room located therein.

“Temporary Signage” means printed content on banners and flags of a fireproof material placed inside the Event Center.

“Term” has the meaning set forth in Section 18.01.

“THBC” has the meaning set forth in the preamble.

“THBC Insured Parties” has the meaning set forth in Section 23.01(a).

“THBC IP” has the meaning set forth in Section 12.03.

“Training Equipment” has the meaning set forth in Section 5.04.

“TV Messages” means video and audio messages on the TVs located throughout the Event Center.

“VIP Areas” means those areas designated by IHC and THBC as hospitality areas within the Facilities.

“Visiting Team Facilities” has the meaning set forth in Section 5.05.

Article 2. Purpose & Scope

Section 2.01 Occupying the Facilities. IHC shall be granted and shall have during the Term the right and license to use and occupy the Facilities in accordance with this Agreement. Except as set forth in Section 2.04, nothing in this Agreement shall be construed to permit IHC to use the Facilities for uses other than Hockey Events without THBC’s prior written consent; provided, however, subject to Section 5.04, IHC shall be entitled to full use of the Team Locker Room and the Team store throughout the Term notwithstanding the occurrence of a Hockey Event.

Section 2.02 No Conflict. IHC’s use of the Facilities pursuant to this Agreement and THBC’s use of the Event Center and Real Estate in all other respects shall be conducted in such a way to minimize conflict with the other party’s revenue generating activities and, in the case of THBC, the Municipal Purposes; provided, however, THBC acknowledges and agrees that Hockey Events will not conflict with the Municipal Purposes.

Section 2.03 Approval of Certain Events. Any (a) public ice skating (which shall not include private events), or (b) non-IHC hockey games where spectators are charged to attend the event (e.g., youth hockey, USA Hockey, ISHSHA hockey, and NCAA hockey), must be first approved by IHC, in its sole discretion. IHC hereby approves any non-professional, K-12 hockey games.

Section 2.04 Survival of Terms. All rights and obligations created under the terms and conditions of this Agreement shall not extend beyond the Term except to the extent necessary to preserve the intent of the parties, including, without limitation, the rights and obligations of the parties in the following provisions: Article 23 (Insurance) and Article 24 (Indemnification & Defense).

Section 2.05 No Ownership Rights. Anything herein to the contrary notwithstanding and without limiting IHC’s rights under this Agreement, IHC shall not acquire any ownership property rights whatsoever in:

- (a) the Event Center or Real Estate; or
- (b) any equipment, furniture, fixtures or other improvements inside or outside the Event Center, including, without limitation, equipment used to display Signage and advertising.

Article 3. Covenants

Section 3.01 Good Standing. During the Term, IHC shall maintain its membership in good standing with the League. For purposes of clarity, IHC may in its sole discretion (a) move the Team from time to time to a League that is different from the League in which it then currently competes, or (b) replace the Team with a different hockey team that participates in the League or any League that is different from the League in which it then currently competes; provided any

such new League in which the Team or its successor participates is either (x) a successor to the League in which the Team then currently competes and is reasonably equivalent in terms of the level of hockey competition, or (y) is a League that is equal to or higher in quality of hockey than that in which the Team then currently competes. If IHC ceases to be a member in a League, this Agreement shall terminate, and, unless IHC has filed for bankruptcy, IHC shall be exclusively liable for the continued payment of the License Fee, which License Fee shall continue to be paid pursuant to Article 20 and for any obligations pursuant to provisions of this Agreement that by their express terms or nature survive termination.

Section 3.02 THBC Compliance. THBC shall comply in all material respects with the Laws. THBC shall not enter into any agreements which would materially and adversely affect IHC's right to use the Facilities for the Hockey Events during the Term.

Section 3.03 IHC Compliance. IHC shall comply in all material respects with the Laws. IHC shall, at its sole cost and expense, obtain all permits and licenses (e.g., pyrotechnics) necessary to legally hold Hockey Events, and shall provide copies of same to THBC prior to the date of any such Hockey Event requiring a permit or license. Provided that THBC does not believe, in its commercially reasonable discretion, that the activity subject to such permit will cause personal injury, property damage, increase insurance premiums or alter the Event Center or Real Estate, THBC agrees to reasonably cooperate with IHC in its efforts to obtain the same, and shall not actively oppose the grant of the same.

Section 3.04 Ambassador Services. During the period commencing on the Effective Date and ending sixty (60) months thereafter (the "**Ambassador Period**"), IHC shall cause Hallett, for so long as he is reasonably able, to provide the services set forth on Exhibit B (the "**Ambassador Services**"). In consideration for providing the Ambassador Services, City shall pay Hallett \$7,500 for each month during the Ambassador Period during which Hallett provides Ambassador Services. Payments shall commence on May 1, 2023, with monthly payments due on the first business day of each month thereafter. The Ambassador Period may be extended for additional successive one-year terms by mutual written agreement of Hallett and City prior to the expiration of the then-current Ambassador Period. City shall reimburse Hallett for any reasonable, out-of-pocket costs and expenses approved by City with respect to (a) out of town travel and meetings on behalf of City and/or the Event Center, and/or (b) in town meetings involving meals and beverages. Except for the foregoing, City shall have no obligation to reimburse Hallett for any out-of-pocket expenses incurred by Hallett relating to the Ambassador Services. Notwithstanding anything in this Section 3.04 to the contrary, IHC may terminate its obligation to cause Hallett to provide the Ambassador Services by providing thirty (30) days' written notice to THBC and the parties agree and acknowledge that such termination shall not effect or modify any other provision of this Agreement or any rights of IHC hereunder.

Article 4. Scheduling

Section 4.01 Scheduling of Other Events. Except as otherwise provided in this Agreement, THBC reserves the right to schedule the dates and times of use of the Event Center with respect to Other Events in its sole and absolute discretion.

Section 4.02 Hockey Events - Regular Season Games. No later than November 25 of each Contract Year commencing with November 25, 2023, THBC shall furnish at least seventy-two (72) dates and times when Regular Season Games may be played during the immediately following Hockey Season and hold those dates open for IHC. At least seventy-five percent (75%) of those dates shall be Friday or Saturday evenings. Within the earlier of (a) thirty (30) days after the League schedule of Regular Season Games is released by the League, or (b) two (2) business days after IHC reasonably has notice that a date will not be used for a Home Game, IHC shall notify THBC in writing of the (y) dates of Home Games to be played at the Event Center, or (z) in the instance described in subsection (b) above, the date(s) not required for Home Game(s). All such scheduled dates for Regular Season Games shall be reserved for IHC, provided that such dates are consistent with the tentative dates originally provided to THBC pursuant to this Section 4.02. All other tentative dates held for use for Regular Season Games shall no longer be held for IHC and will become available for use for Other Events.

Section 4.03 Pre-Season Scheduling. The parties acknowledge and agree that (a) Pre-Season Games are not scheduled by the League and it will not be possible to ascertain the desired dates for such Pre-Season Games until near the beginning of each Regular Hockey Season, and (b) the parties will timely work, mutually and in good faith, to assist and cooperate with each other to schedule dates (if any) for Pre-Season Games; provided that Pre-Season Games may only be scheduled during dates and times in which the Event Center is available.

Section 4.04 Postseason Scheduling. The parties acknowledge and agree that (a) Play-Off Games may occur from year to year during the Postseason Period depending on the success of the Team during the Regular Hockey Season, (b) it will not be possible to ascertain whether dates will be required by the Team for Play-Off Games until near the end of each Regular Hockey Season, and (c) the parties will timely work, mutually and in good faith, to assist and cooperate with each other in order to schedule dates for Play-Off Games. For each Contract Year, THBC will reserve at least fifty percent (50%) of all available weekends in the Postseason Period for Play-Off Games. All such reserved weekends shall include (y) an immediately succeeding Friday, Saturday and Sunday, and (z)(i) an immediately succeeding Monday, Tuesday and Wednesday, or (ii) an immediately preceding Wednesday and Thursday. Weekends reserved for Play-Off Games shall be evenly disbursed throughout the Postseason Period with no more than ten (10) days in between reserved dates.

Section 4.05 Release of Dates. Within five (5) business days after preparation of the League schedule for each round of Play-Off Games in which IHC participates, IHC shall notify THBC in writing of the dates scheduled for the playing of Play-Off Games in such play-off round, and other tentative dates through the end of such round shall be released and shall become available for use for Other Events that may be scheduled for the Event Center. As soon as it is reasonably clear that IHC will not play in Play-Off Games in any Hockey Season, such tentative dates reserved pursuant to Section 4.04 shall be released and shall become available for use by THBC. IHC and THBC agree to consult and reasonably cooperate to resolve any conflicts or disputes arising from the scheduling of Play-Off Games.

Section 4.06 Cancellations. IHC shall give THBC prompt notice of any Home Game cancellations or other schedule changes. In the event a game is cancelled or postponed, IHC and THBC shall work together in good faith to reschedule the cancelled or postponed game to another

date.

Section 4.07 Release of Events. In the event of a strike, work stoppage, League shutdown, or similar event which prevents IHC from playing hockey or otherwise presenting Hockey Events, IHC shall release Hockey Event dates to THBC once it is determined by IHC that IHC will be unable to hold a Hockey Event on such date.

Section 4.08 Use of Ice Surface. IHC shall have use of the ice surface at the Event Center for at least one hour before and after each Home Game. On the day before a Hockey Event, to the extent reasonably available, IHC and the visiting hockey team shall have use of the ice surface at the Event Center from 9:00 AM ET to 2:00 PM ET.

Article 5. Facilities

Section 5.01 THBC Access. Subject to IHC's rights under this Agreement, THBC shall retain the right to control, manage, schedule, and operate the Real Estate, including the Facilities. When accompanied by IHC's designee, THBC's designee may enter the Team Locker Room and Team store at reasonable times, provided that an IHC designee shall not be required to be present in the case of an emergency requiring prompt action by THBC.

Section 5.02 Hockey Events. During Hockey Events scheduled pursuant to this Agreement, IHC shall have use of the Facilities for such Hockey Events, including, without limitation, use of VIP Areas, space for pre-game and post-game hospitality events, the Visiting Team Facilities, referee locker room, and press room, as depicted in Exhibit A to this Agreement.

Section 5.03 VIP Areas. During Hockey Events, IHC shall have the use of VIP Areas and other space within the Facilities for pre-game and post-game hospitality events occurring within the Hockey Designated Time.

Section 5.04 IHC Exclusive Use Areas; IHC Kiosks. Throughout the Term, IHC shall have the exclusive use of the Team Locker Room and Team store, which Team store may be closed by THBC during certain other activities. IHC may install, at its sole option, a whirlpool, exercise/weight training and other athletic and/or hockey equipment in the Team Locker Room (the "**Training Equipment**"), and THBC shall furnish the remainder of the Team Locker Room as a standard locker room subject to the budget approved by THBC and IHC for such Team Locker Room (the "**Locker Room Budget**"). Any cost to furnish the Team Locker Room greater than the Locker Room Budget, shall be the liability of IHC. IHC shall additionally maintain in good working order the Training Equipment or cause the Training Equipment to be removed from the Team Locker Room. IHC shall furnish the Team store subject to THBC's prior approval and fixtures shall become the property of THBC upon the termination of this Agreement or expiration of the Term. IHC may also maintain kiosks and tables for products sales/promotions during Hockey Events and all other activities, as more fully set forth in this Agreement; provided, however, during Other Events, IHC (a) may only maintain kiosks to promote Home Games and/or the Team, and (b) shall, at all times, be liable for its kiosks, notwithstanding any other provision of this Agreement.

Section 5.05 Visiting Team Facilities. During Hockey Events, IHC shall have exclusive use of the visiting team locker room, showers and toilets (the “**Visiting Team Facilities**”) and, if the Visiting Team Facilities are not being used for an Other Event, the Visiting Team Facilities shall be available to IHC and its designees one (1) day prior to such Hockey Event.

Section 5.06 Maintenance - Premises Generally & Common Areas. THBC shall use diligent efforts to ensure that (a) the Event Center and Real Estate remain in compliance with the Laws, (b) are clean and in good operating condition, ordinary wear and tear excepted for a building of this type used for the intended uses, including for League professional hockey exhibitions. Without limiting the foregoing, THBC covenants and agrees that it shall carry out regular maintenance of the Event Center, including all necessary cleaning and repairs, except as otherwise provided in this Agreement. THBC shall be responsible for the cost of any improvements or changes (subject to prior IHC approval) to the Event Center resulting from or by reason of any change in League requirements concerning player or fan (invitee) safety, digital connectivity or fair play that, individually, do not exceed \$50,000 (individually or collectively, “**Required Changes**”). IHC shall be responsible for all other cost of any improvements or changes to the Event Center resulting from or by reason of any change in League requirements that do not constitute Required Changes. Moreover, except as otherwise stated herein, IHC shall be responsible for the cost of any improvements or changes (subject to prior THBC approval) to the Event Center (a) necessitated by any act or neglect of IHC, the Team, or any visiting hockey team and/or (b) resulting from or by reason of any other invitee of IHC or the Team, except paying ticket holders and except for such ordinary repairs which are caused by normal hockey team play. Moreover, THBC shall keep and maintain all Common Areas in a clean, open and safe condition consistent with the Laws. IHC will not impair or impede use of the Common Areas around or within the Event Center and shall otherwise position its tables and kiosks in compliance with the Laws.

Article 6. Equipment

Section 6.01 THBC Equipment. THBC shall provide the use of and maintain in good working order the following equipment (individually or collectively, the “**Hockey Equipment**”):

- (a) Public address sound system;
- (b) Ice making equipment;
- (c) Dasher boards;
- (d) Protective glass (e.g., Plexiglas), goals, and penalty box;
- (e) Netting on both ends of the hockey rink in the Event Center;
- (f) Officials’ areas;
- (g) Goals, goal nets, netting, and judge lights;
- (h) Two (2) Zambonis;
- (i) Scoreboard (and any other scoreboard later installed, as applicable);

- (j) Ancillary hockey equipment customarily provided in other League home arenas;
- (k) Seating areas;
- (l) Secure internet connection for the Team store, Team Locker Room and visiting team locker room; and
- (m) Secure video feed for Team Locker Room and visiting team locker room.

Section 6.02 THBC Repair Obligation. THBC shall be responsible for normal wear and tear, damage, casualty losses, replacement, and other impairments of the Hockey Equipment, provided that IHC shall be responsible for (a) damage to the protective glass during Hockey Events (excluding for purposes of clarity normal wear and tear) and (b) damage to the Hockey Equipment caused by the Team or the visiting team (excluding for purposes of clarity normal wear and tear).

Section 6.03 League Standards. The Hockey Equipment listed at Section 6.01(c), (d), (e) and (g) shall meet League standards and customary levels as communicated in writing by IHC.

Section 6.04 Ice Surface Maintenance. For Home Games, THBC shall provide and maintain an ice surface that meets League standards and customary levels.

Section 6.05 In-Ice Signage. IHC shall pay all costs associated with in-ice signage; provided that, when THBC removes ice during the Hockey Season, THBC shall pay all costs associated with replacing in-ice signage, unless removed at the request of IHC.

Section 6.06 Abandoned Property. Forty-Five (45) calendar days after the termination or expiration of this Agreement, any property left in the Event Center by IHC, including, without limitation in the Team Locker Room, Team store and other areas, shall become property of THBC to be utilized or disposed of at THBC's discretion. IHC shall be responsible for any reasonable out-of-pocket disposal costs, which amounts shall be paid to THBC within thirty (30) days of THBC providing an invoice for any such expenses. This Section 6.06 shall survive termination of this Agreement.

Article 7. Crowd Behavior

Section 7.01 Ejection of Invitees. THBC reserves the right to eject any unruly or disruptive person from the Event Center. THBC shall use best efforts to remove or reject any such person in a manner that is as minimally disruptive as possible under the circumstances.

Article 8. Personnel, Responsibilities & Coordination

Section 8.01 Cooperation. IHC and THBC will work jointly to provide a quality entertainment experience with respect to the Event Center. THBC has initially retained the Manager to manage and operate the Event Center, and IHC and representatives of the Manager shall regularly meet to discuss operation of the Event Center with respect to Hockey Events. Upon reasonable request of IHC, THBC shall make available THBC representatives to meet concerning IHC's use of the Event Center.

Section 8.02 Employees and Contractors. IHC and THBC will pay their respective employees and contractors without any expectation of reimbursement from the other party.

Section 8.03 THBC Year-Round Employees and Contractors. Throughout the Term during normal business hours, THBC shall provide employees and contractors for:

- (a) Ticket management, ticket sales at the Event Center box office, and customary box office services;
- (b) Housekeeping/janitorial and building maintenance services in the Event Center; and
- (c) Security as customarily provided with respect to the Event Center.

Additionally, THBC shall provide sixty (60) reserved parking spaces in the area depicted on Exhibit A for IHC employees and personnel.

Section 8.04 THBC Employees and Contractors. During Hockey Events, THBC shall provide employees and contractors for:

- (a) Ticket sellers in the Event Center box office (to the extent IHC utilizes the Event Center's contracted, exclusive automated ticketing partner for the sale of all individual tickets for the sellable capacity for all Hockey Events and Other Events via any and all means and methods, including on the Internet, by telephone, computer, IVR, outlets, television, clubs, auctions, VIP packages, presales, upsells, or by any other means of distribution, whether existing now or at any time in the future), ticket takers, parking attendants, concessionaires, ushers, and security inside and outside the Event Center to meet reasonable League standards;
- (b) Ice surface maintenance, set-up, and take-down to meet reasonable League standards;
- (c) Pre-game and post-game housekeeping/janitorial to meet reasonable League standards;
- (d) Medical personnel (and ambulance) for spectators/guests and at least two (2) AED units to meet reasonable League standards; and
- (e) Lighting and sound technician personnel, provided that IHC shall reimburse THBC for its actual costs incurred.

Section 8.05 IHC Year Round Employees and Contractors. Throughout the Term, IHC shall provide employees and contractors for:

- (a) Its professional hockey and business operations;
- (b) Sales, marketing, and creative services;
- (c) Inventory maintenance and staffing for the Team store;

- (d) Accounting and bookkeeping, as needed; and
- (e) Ticket sellers, concierge and other service providers necessary for a VIP experience in the VIP Areas; provided, however, that THBC shall be exclusively responsible for all concession and concession sales in such VIP Areas.

Section 8.06 IHC Home Game Employees and Contractors. For Home Games, IHC shall provide employees and contractors for:

- (a) A men's professional ice hockey game between the Team and League opponent in conformity with League rules and regulations;
- (b) Players, coaches, trainers, and uniforms/equipment to meet League standards and customary levels;
- (c) Referees and other League contractors to meet League standards and customary levels;
- (d) Medical personnel (and ambulance), including EMT(s), for players to meet League standards and customary levels;
- (e) Game operations to meet League standards and customary levels;
- (f) IHC kiosk and table sales and customer services; and
- (g) Audio/video/camera operators, scoreboard and ribbon board operator/s, and public address personnel to meet League standards and customary levels.

Section 8.07 Pre/Post-Game Activities. For the avoidance of doubt, IHC shall be entitled to use the Facilities during Hockey Events (e.g., skate with players, VIP events). Unless otherwise approved by THBC, the pre/post-game activities shall occur within the Hockey Designated Time.

Section 8.08 Extended Hockey Events. IHC shall be responsible for any incremental costs actually incurred by THBC from IHC activities that (a) materially extend beyond the Hockey Designated Time, and (b) are scheduled to occur on dates other than on the day of Hockey Events.

Article 9. Concessions & Beverages

Section 9.01 Concessionaire. THBC shall identify an entity to oversee and provide concessions at the Event Center (the "**Concessionaire**"). THBC shall approve in its commercially reasonable discretion and cause the Concessionaire to (a) contract with parties who provide Sponsorships for the Event Center, so long as the material terms and conditions are commercially reasonable, and (b) reasonably cooperate with IHC to provide for promotions from time to time, so long as the material terms and conditions are commercially reasonable.

Section 9.02 Beverage Vendors. Notwithstanding anything to the contrary herein, IHC shall have the exclusive right to identify, interview and select, subject to the Goodwill Obligation, the beverage vendor(s), including both non-alcoholic and alcoholic vendor(s) and any and all pouring rights, so long as the material terms and conditions are commercially reasonable (individually or

collectively, “**Beverage Sponsorship**”). Without the prior written consent of IHC, THBC shall not amend, modify or waive the Beverage Sponsorships or the commission provisions of any such Beverage Sponsorship. IHC shall not enter into any Beverage Sponsorship agreement that extends beyond the Term without the prior written approval of THBC.

Section 9.03 Food and Beverage Revenues. THBC shall be entitled to retain one hundred percent (100%) of all revenue generated from food and beverage sales at the Event Center. For purposes of clarity and notwithstanding the foregoing, IHC shall be entitled to retain one hundred percent (100%) of all Sponsorship revenue resulting from any Beverage Sponsorship (as distinct from revenue resulting from sales of beverages).

Section 9.04 No Other Beverage or Food Sales. Without THBC approval, IHC shall not sell any food and beverage items in the Event Center.

Article 10. Ticketing, Parking & VIP Seating

Section 10.01 Ticket Prices. IHC shall determine the prices and terms upon which Hockey Event tickets shall be sold; provided that IHC shall charge a three dollar (\$3.00) facility fee (the “**Facility Fee**”) for each Hockey Event ticket actually paid for and not refunded, including tickets sold outside the box office such as ticket plans and group tickets.

Section 10.02 Ticket Database. THBC will endeavor to cause its ticketing contractor to work with IHC, including, without limitation, utilizing the ticketing contractor’s database information for sales and marketing purposes.

Section 10.03 Ticket Sales. Except for the Facility Fee, THBC shall not add service charges to ticket sales for Hockey Events. Except for the Facility Fee as further described above and Premium Seating as further described below, IHC shall be entitled to retain one hundred percent (100%) of (a) all ticket sale revenue generated from each Hockey Event, including, without limitation, party suite tickets, and (b) all amounts related to fees/refunds/rebates for Ticketmaster (or any successor) and/or box office fees for Hockey Events during the Term.

Section 10.04 Ticket Expenses. IHC shall be responsible for the cost of Hockey Event ticket stock and printing the tickets.

Section 10.05 Bad Debts. THBC shall be responsible for any bad charges from Hockey Event ticket sales, unless IHC does not use THBC’s ticketing system for such Hockey Events. THBC shall not accept checks for payment of ticket sales.

Section 10.06 Ticket Refunds. IHC shall be responsible for any Hockey Event ticket refunds.

Section 10.07 THBC & IHC Ticket Sale Authorization. For clarity, THBC shall only be authorized to sell single Hockey Event tickets in accordance with Section 8.04(a) (as opposed to groups sales, partial ticket plans, seasons tickets and Premium Seating tickets, which IHC shall have the exclusive right to sell).

Section 10.08 Parking Fees. THBC shall be entitled to retain one hundred percent (100%) of all parking revenue generated from the Parking Facility in connection with Hockey Events. During

the first full ten (10) Contract Years, THBC shall not charge, and shall cause any applicable vendor or agent not to charge, more than ten dollars (\$10) per vehicle for Hockey Event parking. Thereafter, any increases in the rate of Hockey Event parking shall be commercially reasonable and consistent with parking charges at facilities like the Event Center and for events like minor league hockey games.

Section 10.09 Parking for Event Customers. THBC shall provide a reasonable number of parking spaces and reasonable locations for Hockey Event customers.

Section 10.10 Premium Seating Revenue. IHC has the sole and exclusive right to sell Premium Seating. Subject to Section 10.14, THBC shall be entitled to eighty percent (80%) of the gross revenue generated from the sale of Premium Seating, but THBC shall be responsible for reimbursing IHC as set forth in Section 10.11 below. Subject to Section 10.14, IHC shall be entitled to twenty percent (20%) of the gross revenue generated from the sale of Premium Seating, but IHC shall bear one hundred percent (100%) of the cost of the related commissions/marketing expenses.

Section 10.11 Premium Seating Tickets. Notwithstanding the foregoing, THBC shall be responsible for (a) furnishing tickets for manifested and sold Premium Seating for Other Events, and (b) reimbursing IHC for manifested and sold Premium Seating to Hockey Events. The parties have agreed that, in determining the amount owed pursuant to Section 10.11(b), (i) the value of each such ticket shall be based on the Average Ticket Price, and (ii) each loge seat requires one ticket, each club seat requires one ticket, and each suite requires a number of tickets depending on size and manifested seats. THBC shall not be responsible for reimbursing IHC, and IHC shall furnish at no charge, tickets for Pre-Season Games and Play-Off Games. THBC shall furnish at no charge a minimum of one parking pass for every four (4) manifested Premium Seating seats sold. IHC shall be entitled to offset amounts owed pursuant to this Section 10.11 against amounts owed to THBC for its eighty percent (80%) portion described in Section 10.10 above, provided, however, such offset shall be clearly documented and provided to THBC for review.

Section 10.12 Premium Seating During Other Events. To the extent that tickets for Other Events is included for Premium Seating, the agreement for such tickets, unless otherwise mutually determined by THBC and IHC, shall (a) require the licensee for such Premium Seating to request tickets to Other Events by a date certain (for example and without limitation, at least 120 days prior to the Other Event), and (b) state that licensees of Premium Seating relinquish tickets to such Other Events if the licensee does not request tickets by such date certain.

Section 10.13 Specific Suites. IHC and THBC shall each respectively have one reserved suite within the Premium Seating. Additionally, THBC shall have the right to purchase one additional suite within Premium Seating for Andretti Autosports (the “**Andretti Suite**”). IHC shall pay the Suite Fair Market Value (as defined herein below) for its suite, THBC shall pay the Suite Fair Market Value for the Andretti Suite and THBC shall receive its suite free of charge and without any additional cost. For purposes of this Agreement, “**Suite Fair Market Value**” shall mean the estimated amount of \$65,000.00, per year. For purposes of clarity, the split of eighty percent (80%) and twenty percent (20%) set forth in Section 10.10 and the reimbursement obligations of THBC pursuant to Section 10.10 shall apply to the payments made by IHC and THBC pursuant to this Section 10.11; provided, however, Hockey Event tickets shall be furnished to the manifested seats within the suite reserved for THBC free of charge and the reimbursement described in Section

10.10 shall not apply.

Section 10.14 Party Suites; Additional Suite Tickets. With respect to party suites and any additional tickets sold to suite holders which do not appear on the manifest, IHC shall be entitled to (a) as described in Section 10.03 above, one hundred percent (100%) of all ticket sale revenue generated from each Hockey Event during the Term (including, without limitation, box office fees, and ticket provider rebates), and (b) twenty percent (20%) of all ticket sale revenue generated from each Other Event during the Term.

Section 10.15 Interior Naming Rights. IHC shall be entitled to retain one hundred percent (100%) of the revenue generated from the sale of Interior Naming Rights. IHC shall have the exclusive right to sell the Interior Naming Rights, subject to THBC's commercially reasonable approval.

Section 10.16 Attendance Bonuses. THBC shall pay IHC an attendance bonus of five dollars (\$5.00) for each ticketed individual in attendance (i.e., the drop count) at Hockey Events during each Hockey Season (including Pre-Season Games and Play-Off Games and calculated on a cumulative basis) in excess of 162,000. For example, and without limitation, if, during the 2026 Hockey Season, 200,000 ticketed attendees attend Hockey Events, THBC shall pay to IHC \$190,000.00. For the avoidance of doubt, for purposes of this Section 10.16, tickets sales shall not equate to the actual of number of ticketed attendees that attend Hockey Events during the Hockey Season. THBC shall pay IHC such bonus within thirty (30) days of the end of the Hockey Season.

Section 10.17 Excluded Activities. The parties acknowledge and agree that, with respect to Premium Seating, certain events shall be excluded from comprehensive packages like those that may be sold for licensees to use suites. As used in this Agreement, "**Excluded Activity(ies)**" means and includes extraordinary events whose organizers require, as a condition of using the Event Center, exclusive control of all or substantially all suites. If an Excluded Activity is held in the Event Center, THBC shall, to the extent reasonably possible, offer licensees of Premium Seating an opportunity to purchase tickets to such Excluded Activity. Other Events that are deemed Excluded Activities may include for example and without limitation, NCAA events, NFL events, private events, conventions, trade shows, political events, charitable events, graduations and other non-recurring events. Licenses for Premium Seating shall specifically state that THBC shall have the right to utilize Premium Seating for Excluded Activities without giving prior notice to or obtaining consent from the licensee.

Article 11. Event Settlement

Section 11.01 Collections of Ticket Sales. THBC shall collect on behalf of IHC and pay to IHC within ten (10) calendar days of each Hockey Event the face value of all single Hockey Event tickets sold in connection with such Hockey Event. THBC shall collect on behalf of IHC and pay to IHC within ten (10) calendar days of receipt all single Hockey Event ticket rebates, together with a reasonably detailed report with respect to the rebates.

Section 11.02 Facility Fee Payments. THBC shall be entitled to offset the Facility Fee amount owed to THBC against amounts owed to IHC pursuant to Section 11.01; provided, however, such offset shall be clearly documented and provided to IHC for review.

Article 12. Merchandising & Intellectual Property

Section 12.01 Sale of Merchandise. IHC shall have the right to sell and shall retain one hundred percent (100%) of all revenues from sales of products, programs, promotional equipment and materials, novelties, and related items whether sold through the Team store, online, tables, kiosks or any other means (the “**Merchandise**”) regardless of whether such sales occur before, during or after Hockey Events.

Section 12.02 Restrictions on Merchandise. THBC reserves the right to prohibit sales of Merchandise in the Team store that it determines, in its reasonable discretion, violates the Goodwill Obligation.

Section 12.03 Intellectual Property Ownership. IHC and THBC acknowledge and agree that (a) all trademarks, service marks, copyrights, logos, and names related to the Event Center (collectively, “**THBC IP**”) are the sole and exclusive property of THBC, and (b) all trademarks, service marks, copyrights, logos, and names related to the Team and/or IHC (collectively, “**IHC IP**”) are the sole and exclusive property of the League or IHC, as applicable. Subject to the terms of this Agreement, THBC shall not use IHC IP, and IHC shall not use THBC IP, without permission of the applicable owner. Notwithstanding the foregoing, and for no additional consideration and for the duration of the Term, (x) THBC expressly licenses to IHC, THBC IP in connection with Merchandise and other activities of the Team that are not contrary to the Municipal Purposes, provided that the Merchandise also contains IHC IP or other intellectual property of IHC or its designee, and (y) IHC expressly licenses to THBC IHC IP in connection with THBC’s marketing and promotion of the Team or the Event Center, provided that such marketing and promotion also contains THBC IP or other intellectual property of THBC or its designee. For purposes of quality control and maintaining active ownership and control of the respective THBC IP and IHC IP, each party shall have the right to review the types and quality of merchandise sold. If, in the commercially reasonable judgment of a party, the other party is selling merchandise that is not of a satisfactory type or quality and that potentially violates the Goodwill Obligation, the party may require the other party to (i) refrain from selling any such product; or (ii) remove THBC IP or IHC IP, as applicable, from such product. IHC shall have up to six (6) months following the date of termination of this Agreement to continue selling Merchandise inventory bearing THBC IP existing at the time of such termination. This Section 12.03 shall survive termination of this Agreement.

Section 12.04 Retention of Intellectual Property. Except as provided in this Agreement, nothing in this Agreement shall be deemed to provide IHC with any rights in the intellectual property currently or in the future owned by THBC. Therefore, THBC retain all intellectual property rights including but not limited to trademark rights, copyrights and common law rights in, including but not limited to, its logo, name and colors and does not grant any form of license whatsoever to IHC for the use of such intellectual property rights outside the very limited use that is granted in this Agreement. Likewise, nothing in this Agreement shall be deemed to provide THBC with any rights in the intellectual property currently or in the future owned by IHC, its parent company or any subsidiary or affiliate of IHC. Therefore, IHC retains all intellectual property rights including but not limited to trademark rights, copyrights and common law rights in, including but not limited to, its logo, name and colors and does not grant any form of license whatsoever to THBC for the

use of such intellectual property rights outside the very limited use that is granted in and made necessary in this Agreement.

Section 12.05 Sponsorship Requirement. IHC shall include in its Sponsorship agreements a requirement that the applicable third-party sponsor (a) grant to THBC and IHC, the right to use its applicable intellectual property related to such Sponsorship; and (b) represent and warrant to IHC that such third-party sponsor has the right and authority to provide such license to THBC and IHC.

Article 13. Naming Rights, Sponsorships & Promotions

Section 13.01 Naming Rights Package. IHC shall have the exclusive right to sell the Naming Rights Package, subject to THBC's commercially reasonable approval of the Naming Rights Sponsor. THBC and IHC shall mutually agree on any applicable guidelines for such approval. The revenue from the Naming Rights Package shall be split eighty percent (80%) in favor of THBC and twenty percent (20%) in favor of IHC, after deducting any applicable third-party commissions to which IHC and THBC agree in writing to incur. THBC will bear one hundred percent (100%) of all costs and expenses related to (a) installing and affixing Signage and maintaining the medium on which Signage is displayed, as applicable, and (b) legal costs and expenses for the documentation of, and agreements related to, the Naming Rights Package. Except as set forth above, IHC shall be responsible for all other fulfillment costs of the Naming Rights Package.

Section 13.02 Sale of Naming Rights Package. THBC shall reasonably cooperate with IHC in the sale of the Naming Rights Package and the benefits and privileges to be included therein which may include benefits and privileges like the following, among others:

- (a) logo and name placed on Signage;
- (b) logo placed on podium stand used in the Event Center;
- (c) logo placed on media backdrop used by THBC or IHC in Event Center;
- (d) logo on Event Center staff uniforms;
- (e) logo on Event Center schedules for Hockey Events and other activities;
- (f) name and/or logo on all Event Center tickets for Hockey Events and other activities;
- (g) logo on Event Center parking passes;
- (h) full page ad in Home Game printed Event Center programs (if applicable);
- (i) logo on Event Center business cards (if applicable);
- (j) logo on Event Center activity schedules created by THBC;
- (k) logo on Event Center newsletters created by THBC – electronic, digital and print;
- (l) logo on all other various Event Center print and promotional materials created by THBC (such as magnet schedules, poster schedules, etc.);

- (m) media exposure on the Event Center social networking sites and internet;
- (n) public skating and concert media buys that mention the Event Center;
- (o) use of the Event Center for up to two activities for corporate or philanthropic purposes – dates based on availability;
- (p) parking related to the above;
- (q) the Naming Rights Sponsor's name around the Team logo on center ice of the hockey surface; and
- (r) the Naming Rights Sponsor's name and/or logo in locations on (i) the basketball court; and (ii) an area to be identified on or around the scoreboard.

THBC requests all Event Center licensee/tenants who reference the Event Center in their advertisements, promotions and other announcement's (regardless of the media form) to reference the Naming Rights Sponsor.

Section 13.03 Sponsorships. IHC shall have the exclusive right, without infringing upon the intellectual property rights of THBC, other licensees/tenants or other third parties, to sell Sponsorships, which Sponsorships shall be subject to THBC's approval in its commercially reasonable discretion. IHC shall not enter into any Sponsorship agreement that extends beyond the Term without the express written consent of THBC.

Section 13.04 Signage Revenues. IHC shall have the exclusive right year-round to sell and retain all revenues with respect to Signage, provided that (a) THBC's licensees/tenants may sell Temporary Signage at Other Events and Electronic Signage during Other Events and retain all revenues with respect thereto, and (b) THBC may sell all forms of Signage, other than the Permanent Signage, outside the Event Center and on the Real Estate and retain all revenues with respect thereto. All agreements between IHC and third parties relating to Permanent Signage shall be subject to THBC's commercially reasonable approval.

Section 13.05 Promotions Revenues. IHC shall have the exclusive right to sell and retain all revenues with respect to IHC Promotions. THBC and entertainers or entertainment entities scheduled to perform at the Event Center shall be entitled to Other Event Promotions.

Section 13.06 Sponsorship Notices. Notwithstanding Section 36.04 (Approvals), IHC shall notify THBC in advance in writing of any prospective sponsor, related artwork and schematic drawings with respect to a Sponsorship and any related Permanent Signage. THBC shall notify IHC within five (5) business days whether it approves such sponsor and such artwork and the failure by THBC to provide such notice timely shall be deemed approved, it being understood that such sponsor and such artwork shall not contravene Municipal Purposes or the Goodwill Obligation.

Section 13.07 Miscellaneous Advertising. IHC shall have the exclusive right to sell, and retain all revenues for, the following in connection with Sponsorships, which Sponsorships shall be subject to THBC's approval in its commercially reasonable discretion and which shall not be an exclusive list of IHC's rights with respect to Sponsorships:

- (a) Advertising on two Zambonis on a year-round basis;
- (b) Activities at other mutually agreed parking areas for Hockey Events;
- (c) 50/50 drawings, if permitted by law for Hockey Events; and
- (d) Home Game ticket backs.

Section 13.08 Retained Rights of THBC. THBC shall have the right to use the Event Center in any manner that does not impede the rights of IHC provided herein, which rights, in addition to all others, include, but are not limited to:

- (a) THBC shall have the right of an Event Center licensee/tenant during Other Events, including the rights under Article 14 (Covering and Removal of Signage); and
- (b) the right to authorize its licensees/tenants to erect Temporary Signage and place kiosks on and around the floor and concourse of the Event Center as part of activities during Other Events.

Notwithstanding anything to the contrary herein, any Temporary Signage erected by THBC's licensees/tenants in compliance with this Section 13.08 shall not partially or completely cover any portion of IHC's Permanent Signage.

Section 13.09 IHC Revenues. With the exception of the Naming Rights Package, which shall be split in accordance with Section 13.01, IHC shall bill, collect and retain all Sponsorship revenue.

Section 13.10 Signage Fulfillment. Subject to Section 13.01 with respect to the Naming Rights Package, the installation, purchase, repair, maintenance and/or construction of any Signage as part of Sponsorships, except with respect to the Electronic Signage ("**Signage Fulfillment**"), shall be completed by IHC and shall be provided for and take place in a manner consistent with the construction standards and architectural look of the Event Center and Municipal Purposes. IHC shall be responsible for all costs related to design, production, installation/removal, and maintenance of all such Signage Fulfillment. THBC shall be responsible for all building infrastructure and connectivity for the Signage Fulfillment.

Section 13.11 THBC Option to Assume Naming Rights Package. Upon termination or expiration of this Agreement, THBC may (but shall not be obligated to) assume and discharge all of IHC's rights and obligations under the Sponsorships, and IHC shall assign such Sponsorships to THBC. THBC shall thereafter be entitled to all revenues that become due and payable after the effective date of termination or expiration of this Agreement with respect to those Sponsorships.

Section 13.12 Vehicle Display. IHC shall have the right to place vehicle(s) in a prominent location outside the Event Center for marketing purposes.

Article 14. Covering and Removal of Signage

Section 14.01 Covering and Removal of Permanent Signage. Covering of Permanent Signage may occur for Other Events where (a) the rules or regulations of the sponsoring organization or licensees/tenants require such coverage on a uniform basis for similar activities held around the

country, or (b) the sponsoring organization has imposed as a condition on THBC that such interior Permanent Signage be covered. THBC shall promptly notify IHC of any agreement that requires covering Permanent Signage. THBC shall be responsible for such Permanent Signage covering and shall promptly remove such covering at the conclusion of such Other Event. THBC may not cover any Permanent Signage with anything except a plain, non-commercial covering.

Article 15. Electronic Signage

Section 15.01 Electronic Signage; Ownership and Maintenance. THBC shall own, and shall be responsible for maintaining and insuring, the Electronic Signage.

Section 15.02 Scoreboard Advertisements. If the scoreboard or Electronic Signage is used for advertising during Other Events, IHC shall have, at no cost and on a calendar year basis, two (2) 30-second spots to promote the Junior Fuel, the Fuel Tank at Fishers, the Team and/or Hockey Events. At every Home Game, THBC and THBC's licensees/tenants shall have, at no cost, up to two (2) 30-second spots to promote Other Events. Both THBC and IHC shall be responsible for their respective production and programming costs.

Section 15.03 Concourse Televisions Advertisements. During each Home Game, THBC and THBC's licensees/tenants shall have, at no cost, the right to promote Other Events for twenty-five percent (25%) of the TV Messages displayed during such Home Game on the televisions located throughout the Event Center concourses, except for those televisions located within concession stands displaying such Home Game. During each Other Event, IHC shall have, at no cost, the right to promote the Junior Fuel, the Fuel Tank at Fishers, the Team and/or Hockey Events for twenty-five percent (25%) of the TV Messages displayed during such Other Event on the televisions located throughout the Event Center concourses, except for those televisions located within concession stands displaying such Other Event. Both THBC and IHC shall be responsible for their respective production and programming costs.

Section 15.04 Electronic Marquee Advertisements. THBC and THBC's licensees/tenants shall have, at no cost, the right to utilize the Electronic Marquee to promote Other Events or for THBC's non-commercial purposes (a) for twenty-five percent (25%) of Home Games; and (b) seventy-five percent (75%) of all other times during which the Electronic Marquee is operational. IHC shall have, at no cost, the right to utilize the Electronic Marquee to promote the Junior Fuel, the Fuel Tank at Fishers, the Team and/or Hockey Events (x) for seventy-five percent (75%) of Home Games; and (y) twenty-five percent (25%) of all other times during which the Electronic Marquee is operational.

Article 16. Publicity, Video Messages, Signs & Banners

Section 16.01 Public Safety Announcements. During every Hockey Event and at all other times, THBC reserves the right to make and cause to be made public safety announcements, which may utilize the scoreboard and the ribbon board.

Section 16.02 Outdoor Advertisements. IHC acknowledges that, other than the Permanent Signage and the vehicles permitted pursuant to Section 13.12, no signs, banners or other promotional materials may be displayed by IHC on the exterior of the Event Center or on the Real

Estate without THBC'S prior written approval.

Section 16.03 Signage and Banner Costs. IHC shall be responsible for its sign/banner production, installation, removal, and maintenance costs.

Article 17. Broadcasting & Digital Rights

Section 17.01 IHC Broadcast and Digital Rights. IHC shall retain all public and private photographic, recording and/or broadcasting rights for Hockey Events, whether digital or analog. Such rights include, but are not limited to, the right to broadcast or re-broadcast for any audience in any media, whether live or recorded, any Home Game or part of any Home Game. In addition, the League will also have rights to Home Game broadcasts. It is expressly understood that all copyrights in any such photography, recording or broadcast shall be owned by IHC and in no way shall THBC have any ownership right in or to the broadcast or any content in the broadcast. In no event shall THBC or anyone under its direction or control make any use of any photography, recordings or broadcasts of any Home Game other than for historical and marketing purposes absent the express written consent of IHC. To the extent that THBC obtains, by law or otherwise, a copyright or any other intellectual property or property right in any photo, recording or broadcast of any Home Game, THBC agrees to assign to IHC for no cost, fee or expense those rights, and to execute such documents reasonably required to give effect to such assignment.

Section 17.02 Broadcast Expenses. IHC shall be responsible for any expenses related to Home Game broadcasts (e.g., additional Internet connections). THBC will provide a dedicated Internet access line into the Event Center broadcast booth that meets IHC's specifications. IHC shall pay the monthly charge for such Internet access and may charge other users of the Event Center for such access.

Section 17.03 Recordings or Broadcasts. IHC retains any and all subsidiary rights in and to any recording or broadcast of any Home Game.

Article 18. Term

Section 18.01 Term. Except as otherwise set forth in this Agreement, the Term of this Agreement shall begin on the Effective Date and shall end on the date that is the twentieth (20th) anniversary of September 1, 2024 (the "**Initial Term**"). The Term shall be subject to renewal pursuant to Section 18.02 and to extension pursuant to Article 29 (Loss of Use by IHC). The actual duration of this Agreement is referred to herein as the "**Term**".

Section 18.02 Renewal Terms. IHC shall have the right to renew the Initial Term of the Agreement on the same terms two (2) times for a period of time in each case equal to the lesser of (a) five (5) years or (b) such period of time, if any, which shall not adversely affect the federal tax status of any outstanding federally tax-exempt obligations issued to finance or refinance the Facilities. To exercise such right to renew, IHC shall, not longer than one year nor shorter than six (6) months prior to the expiration date of the Initial Term or the first renewal period, provide written notice to THBC. Upon receipt of such written notice, THBC shall cause to be prepared by either or both (i) a certified public accountant knowledgeable in matters of tax-exempt bonds and/or (ii) nationally recognized bond counsel, an analysis pursuant to the Internal Revenue Code

of 1986, as amended, and then in effect, including specifically Section 141 and Treasury Regulations Section 1.141, an analysis of whether the requested renewal, if authorized, would adversely affect the federal tax status of any outstanding federally tax-exempt obligations issued to finance or refinance the Facilities and, if so, the term of any such renewal which may be authorized without so doing. Upon receipt and review of such analysis, THBC shall then provide written notice to IHC of whether such renewal request will be accepted and, if so, the term thereof based upon the analysis.

Article 19. Alteration & Surrender of the Facilities

Section 19.01 Alterations. Except as otherwise permitted in this Agreement or approved in writing by THBC, IHC shall not make any alterations, improvements, additions, or changes to the Facilities. All such alterations, changes, additions, or improvements shall be at IHC's sole expense, and shall be abandoned or removed at the termination or expiration of this Agreement as set forth in Section 6.06 (Abandoned Property), unless THBC approves otherwise.

Section 19.02 Return Condition of Facilities. IHC shall return the Facilities to THBC at the expiration or termination of this Agreement in their original condition, together with approved improvements, reasonable wear and tear and damage by casualty excepted.

Section 19.03 As-Is Condition. Upon completion of the Event Center according to the approved plans disclosed to IHC and previously approved by the League, IHC shall accept all Facilities in as-is condition. THBC shall have no obligation to make any further capital expenditures but may do so at THBC'S sole discretion.

Article 20. License Fees

Section 20.01 License Fees. IHC shall pay to THBC license fees each year as set forth in this Article 20. Subject to proration as described further below, IHC shall pay to THBC the annual sum of \$360,000.00 (the "License Fee") during the Term. IHC shall pay the License Fee in twelve (12) equal monthly installments each year during the Term in an amount equal to \$30,000.00. Notwithstanding anything to the contrary in this Agreement or otherwise, (a) payments of such monthly installments of the License Fee shall not become due or payable until the first business day of the month immediately after substantial completion of the Event Center, (b) for purposes of clarity, the License Fee (and the monthly installments thereof) shall be prorated for the year in which substantial completion of the Event Center occurs based upon the number of months remaining in that year after substantial completion of the Event Center, and (c) after payment of the monthly installments of the License Fee commences, such monthly installments shall be due and payable on the first business day of each month thereafter until the end of the Term. Except as otherwise set forth herein, IHC shall have no obligation to reimburse THBC for, and the following shall be the sole obligation of THBC: (x) Home Game day expenses related to the operation of the Event Center; (y) general Event Center maintenance, upkeep, and operating expenses; and (z) Event Center capital repairs, replacements or improvements. IHC shall not owe a separate rent or license fee for the use of the Team store. As used herein, the term "substantial completion" of the Event Center shall mean the date that the initial construction of the Event Center is completed, with the exception of such items that constitute minor defects or adjustments which can be completed after occupancy without causing material interference with IHC's ability to use the

Event Center for the purposes contemplated herein (i.e., “punch-list items”), as mutually agreed upon by the parties.

Section 20.02 Payment Terms. Except where otherwise noted, IHC shall pay to THBC any amount due under this Agreement within ten (10) calendar days after it is due.

Article 21. Notice to Parties

Section 21.01 Notice. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses by both email and U.S. first class mail, postage prepaid or hand delivered to the other party’s authorized agent or to such other person or address as the parties may designate in writing and deliver as herein provided:

Notices to City of Fishers shall be sent to:

Mailing Address: City of Fishers, 3 Municipal Drive, Fishers, IN 46038. ATTN: Scott Fadness, Mayor
Email: fadnesss@fishers.in.us

With a copy to:

Mailing Address: City of Fishers, 3 Municipal Drive, Fishers, IN 46038. ATTN: Lindsey Bennett, City Attorney
Email: bennettl@fishers.in.us

Notices to THBC shall be sent to:

Mailing Address: City of Fishers, 1 Municipal Drive, Fishers, IN 46038. ATTN: Jay Bangert, President
Email: jbangert@hagermangc.com

With a copy to:

Mailing Address: Jennifer C. Messer, P.C., 202 E. 71st Street, Indianapolis, IN 46220.
ATTN: Jennifer Messer
Email: jennifercmesserlaw@gmail.com

Notices to IHC shall be sent to:

Mailing Address: Indiana Hockey Club, LLC, 12400 N. Meridian St., Suite 160, Carmel, IN 46032, James P. Hallett, Chairman
Telephone: 317-925-3835

A copy of any Notices to IHC shall be sent to:

Mailing Address: Brad Schwer, Taft Stettinius & Hollister LLP, One Indiana Square, Suite 3500, Indianapolis, IN 46204
Email: bschwer@taftlaw.com
Telephone: 317-713-3480

Section 21.02 Effectiveness of Notice. All notices sent in accordance with this Article 21 shall be deemed given and effective on the date delivered if made in person or on the date deposited if sent via overnight courier service.

Article 22. Safety

Section 22.01 Safety Obligations. THBC have final and complete authority on any issues relating to safety. IHC shall safely carry out its obligations under this Agreement. IHC agrees to prompt and complete compliance with all safety decisions made by THBC. Upon THBC'S reasonable request, IHC shall attend safety trainings.

Section 22.02 THBC's Consent of Other Risky Activities. IHC activities that increase insurance premiums, require permits, and/or increase risks to attendees (e.g., pyrotechnics) require THBC's prior written approval.

Article 23. Insurance

Section 23.01 IHC Insurance. IHC shall, either directly or indirectly, maintain with insurers licensed to do business in the State of Indiana, the insurance coverages outlined below at its sole cost and expense throughout the duration of this Agreement, including any extensions. Coverage must be with an insurer acceptable to THBC. The insurers must have minimum AM Best rating of A VIII. Such coverage shall insure against claims, resulting from personal injury, bodily injury to, or death of persons and damage to, or loss of, property, in, on or about the Real Estate, as follows in connection with IHC's acts or omissions:

(a) Commercial General Liability Insurance - Naming THBC and all of its and their respective lenders, licensees, subsidiaries and affiliates as well as each of their respective officials, directors, officers, partners, representatives, agents, successors, assigns, and employees (collectively, the "**THBC Insured Parties**" or individually a "**THBC Insured Party**") as additional insureds with the following minimum coverages and limits:

- (i) \$1,000,000 Per Occurrence Bodily Injury and Property Damage
- (ii) \$1,000,000 Per Occurrence Personal and Advertising injury
- (iii) \$5,000,000 General Aggregate
- (iv) \$1,000,000 Products and Completed Operations Aggregate

General Aggregate to apply on a per location basis. The policy shall contain coverage for terrorism and shall not contain any exclusion except those customarily contained within the coverage form on such policies.

(b) Commercial Automobile Liability - In an amount of \$1,000,000 combined single limit for bodily injury and property damage, covering all owned (if applicable), non-owned or hired (if applicable) automobiles used in the course of this Agreement.

(c) Host Liquor Liability - In a minimum amount of \$5,000,000 per occurrence and \$5,000,000 aggregate.

(d) Employers Liability - In a minimum amount of \$1,000,000 each accident, \$1,000,000 each employee and \$1,000,000 policy aggregate, covering all employees, volunteers, temporary employees, and leased workers.

(e) Umbrella or Excess Liability - Naming THBC Insured Parties as additional insureds, in a minimum amount of \$5,000,000 per occurrence, providing limits above the required Commercial General Liability, Commercial Automobile Liability, Host Liquor Liability, and Employers Liability primary limits. THBC retains the right to increase this limit requirement.

(f) Workers Compensation - In compliance with any and all statutes requiring such coverage in the State of Indiana, covering employees, volunteers, temporary workers and leased workers.

(g) Property - IHC shall be responsible for its own personal property, regardless of the type, to be insured on a replacement cost basis on a Special Causes of Loss form. Any such property insurance shall expressly waive any and all rights of subrogation against THBC Insured Parties.

If IHC engages any sub-licensees or independent contractors to complete or perform any work called for in this Agreement, IHC is responsible for maintaining evidence that all of the sub-licensees or independent contractors are compliant and maintaining the required insurance as though they were parties to this Agreement.

In the event IHC fails to procure, maintain, or pay for the required insurance as required of it in this Agreement during the Term, THBC shall have the right but not the duty or obligation to procure such insurance and pay the premiums, in which event IHC shall repay THBC within ten (10) calendar days of THBC'S demand, including all sums so paid by THBC.

All insurance procured/maintained by IHC, including the Umbrella or Excess Liability, shall be primary over insurance available to THBC Insured Parties. Any insurance available to THBC Insured Parties shall be considered excess and non-contributing. Certificates of Insurance shall be provided to THBC or designated representative, evidencing that the required insurance has been obtained, and policies shall be made available for inspection upon request. The policies and certificates shall contain a provision that the Insurer will not cancel, non-renew or change in any material way the nature or extent of the coverage provided by the policy without first giving THBC thirty (30) calendar days prior written notice by certified or registered mail.

The insurance requirements set forth in this Agreement will in no way be intended to modify, reduce, or limit the indemnification herein made by IHC.

Any actions, errors, or omissions that may invalidate coverage for IHC insured shall not invalidate or prohibit coverage available to THBC Insured Parties.

Receipt by THBC of a Certificate of Insurance, endorsement or policy of insurance which is more restrictive than the contracted for insurance shall not be construed as a waiver or modification of the insurance requirements above or an implied agreement to modify same, nor is any verbal agreement to modify same permissible or binding. Any agreement to amend this provision of this Agreement must be in writing signed by both parties.

Notwithstanding anything to the contrary in this Agreement, nothing herein requires IHC to provide insurance coverage for Claims against a THBC Insured Party in an amount that exceeds the applicable aggregate and individual liability limits of the Indiana Tort Claims Act, IND. CODE § 34-13-3 *et seq.*, as amended; provided, however, such limitation on required insurance shall only apply to Claims subject to the Indiana Tort Claims Act., as amended.

IHC waives any claim against THBC for loss or damage that may be covered by a standard fire insurance policy with extended coverage endorsements and waives any right of subrogation with respect to any such loss or damage.

Section 23.02 THBC Insurance Waiver. THBC waives any claim against IHC for loss or damage that may be covered by a standard fire insurance policy with extended coverage endorsements and waives any rights of subrogation with respect to any such loss or damages.

Article 24. Indemnification & Defense

Section 24.01 IHC Indemnification. IHC agrees to indemnify, defend, and hold harmless THBC and its respective agents, officers, and employees from all Claims, caused by (a) IHC's breach of this Agreement; or (b) any tortious act or negligent omission by IHC and its agents, officers, and employees, if any in the performance of this Agreement.

Section 24.02 THBC Indemnification. Subject to the limitations set forth in Section 36.10, THBC shall indemnify, defend, and hold harmless IHC, its affiliates, and its and their respective agents, officers, and employees from all Claims caused by (a) THBC's or City's breach of this Agreement; or (b) any tortious act or negligent omission by THBC or City and any of their respective agents, officers, and employees, if any in the performance of this Agreement. Notwithstanding the foregoing or anything included herein to the contrary, IHC acknowledges and agrees that for Claims subject to the Tort Claims Act, THBC shall not be responsible for indemnification in excess of THBC'S potential exposure pursuant to the Tort Claims Act.

Article 25. Non-Exclusive Use

Section 25.01 Non-Exclusive Use of the Facilities. IHC shall have use of the Facilities as set forth in this Agreement. IHC acknowledges that, from time to time, the use of various parts of the Event Center and Real Estate other than those areas which IHC has exclusive right will be used for Other Events. When a Home Game and Other Event is scheduled on the same day, IHC shall reasonably cooperate with THBC to allow the Event Center to host both the Other Event and the Hockey Event provided that there is no material, adverse impact on any such Hockey Event.

Article 26. Non-Discrimination

Section 26.01 IHC Non-Discrimination. Pursuant to IND. CODE § 22-9-1-10, IHC (and any entity and/or person affiliated with it) shall not discriminate against any customer, employee, or applicant for employment, to be served and/or employed in the performance of this Agreement, with respect to service, hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin,

or ancestry.

Article 27. Confidentiality

Section 27.01 Access to Public Records Act. IHC understands and agrees that THBC is a public agency that is subject to the Indiana Access to Public Records Act (“APRA”), IND. CODE §5-14-3-1, *et seq.* Any information that is maintained by, filed with or received by THBC under the terms of this Agreement will be kept confidential by THBC only if the information is confidential under the APRA. IHC understands and agrees that data, materials, and information disclosed to IHC by THBC may contain confidential and protected data. THBC shall prominently mark and otherwise identify all data, materials and information that contain confidential and protected data (the “**Confidential Information**”). Confidential Information identified and disclosed to IHC for the purpose of this Agreement will not be disclosed by IHC to anyone other than its personnel, agents, attorneys, accountants and/or representatives or discussed with third parties without the prior written consent of THBC. Notwithstanding the foregoing, Confidential Information shall not be deemed to include information that (a) is or becomes part of the public domain through no fault of IHC or is subject to disclosure under the APRA, (b) is already known (at the time of disclosure) to IHC prior to disclosure of such information by THBC, (c) is subsequently received by IHC from a third party who IHC reasonably believes is not prohibited from transmitting such information by a contractual, legal, fiduciary or other obligation owed to THBC, or (d) is independently developed by IHC without access to any confidential or proprietary information of THBC.

Article 28. Approval of IHC’s Contractors

Section 28.01 IHC Contractor Requirements. IHC may utilize contractors under this Agreement, but any such contractor shall meet all IHC’s requirements under this Agreement and IHC remains fully responsible for any obligations.

Section 28.02 Approval of IHC Contractors. Prior to the commencement of work, IHC shall submit proposed contractors to THBC for approval. Where applicable, IHC may be required to use THBC’s preferred vendors, provided that the cost and quality of work is substantially the same.

Article 29. Loss of Use by IHC

Section 29.01 Destruction of Event Center. In the event that the Event Center is partially or totally destroyed or damaged or otherwise rendered unusable, the License Fee shall be abated for the period during which the Facilities or any part thereof is unfit for use by IHC in proportion to the percentage of the area of the Facilities which is unfit for use by IHC bears to the area of the Facilities; provided, however, if the damage is such that the Event Center cannot be reasonably used for Hockey Events the Event Center shall be deemed unusable for purposes of this Section 29.01. THBC shall promptly restore and rebuild the Event Center to substantially the condition existing prior to such casualty subject to delays associated with Force Majeure and insurance adjustment; provided that, THBC shall not be required to restore or rebuild the Event Center if the cost of such work exceeds the amount of insurance proceeds available to THBC for such restoration or rebuilding or if such rebuilding or repair is not reasonably expected to be completed within the Term. If the cost of such work exceeds the amount of insurance proceeds available to

THBC for such restoration or rebuilding or if such rebuilding or repair is not reasonably expected to be completed within the Term, then THBC may elect to proceed with the rebuilding or reconstruction of the Event Center, in its sole discretion.

If the cost of the rebuilding or repair does not exceed the amount of insurance proceeds available to THBC for such restoration or rebuilding and if such rebuilding or repair is reasonably expected to be completed within the Term, THBC shall: promptly repair, rebuild or restore all damaged improvements with respect to the Event Center so as to make the Event Center to be in at least as good condition as immediately prior to such damage or destruction. All such repair, rebuilding or restoration shall be at THBC's expense. IHC may, in its sole discretion, (a) suspend operations, or (b) terminate this Agreement if THBC has not promptly undertaken the repair rebuilding, and/or restoration within six (6) months after the casualty and completed such repair, rebuilding, and/or restoration within two (2) years thereafter. License Fee payments shall abate and not be due and payable until such time as IHC again commences playing regularly scheduled Home Games at the Event Center.

Section 29.02 Extension of Term. Any period in which IHC does not have use of the Event Center that prevents the Team from completing one or more Hockey Seasons shall automatically extend the Term, as applicable, to make-up for the lost Hockey Season(s).

Article 30. Force Majeure

Section 30.01 Force Majeure. Notwithstanding any other provision of this Agreement, the obligations of each of the parties hereto is subject to Force Majeure and such obligations shall be excused upon a Force Majeure.

Article 31. Termination for Default

Section 31.01 THBC Termination. THBC may terminate this Agreement without prejudice to any rights and causes of action THBC may have against IHC, if:

- (a) There is a material breach of this Agreement by IHC, and THBC has first given IHC prior written notice and sixty (60) days' opportunity to cure such breach, provided that such sixty (60) days shall be automatically extended if IHC has commenced a cure and is diligently pursuing such cure;
- (b) IHC is judged bankrupt;
- (c) IHC makes a general assignment for the benefit of creditors; or
- (d) A receiver is appointed due to IHC's insolvency.

Section 31.02 IHC Termination. IHC may terminate this Agreement if THBC materially breaches any provision of this Agreement and IHC gives THBC prior written notice and sixty (60) days' opportunity to cure such breach, provided that such sixty (60) days shall be automatically extended if THBC has commenced a cure and is diligently pursuing such cure. Additionally, in the event IHC ceases to be a member in the League, IHC may terminate this Agreement upon one hundred eighty (180) days' notice to THBC; provided, however, unless IHC has filed for bankruptcy, IHC

shall be liable for (a) payment of the License Fee, which License Fee shall continue to be paid pursuant to Article 20, and (b) for any obligations pursuant to provisions of this Agreement that by their express terms or nature survive termination.

Article 32. Damages & Additional Security

Section 32.01 Consequences of Material Breach. IHC and THBC agree that THBC would suffer damages if this Agreement were terminated due to a material breach by IHC. Such termination would impair the ability of THBC to meet debt payment obligations and could result in unplanned taxpayer obligations. In the event of a termination described in Section 31.01, THBC shall be entitled to recover its damages.

Section 32.02 Additional Security. IHC expressly waives the requirement of any additional security from THBC.

Section 32.03 Limitation of Damages. IHC and THBC agree that any claim under this Agreement shall be limited to actual proven damages and equitable relief (e.g., specific performance), but shall exclude any claim for indirect, remote, consequential, punitive, or similar type damages.

Article 33. Disputes

Section 33.01 Mediation. The parties shall attempt to resolve any disputes that may arise under this Agreement first by their respective executive officers or their designees discussing such dispute. If the parties are unable to resolve their dispute through the executive officers or their designees within thirty (30) days of notice of such dispute, the parties shall endeavor to resolve their dispute by mediation for a period of no more than an additional sixty (60) days (the “**Mediation Deadline**”). The parties shall mutually and in good faith select a mediator. The parties shall equally share the mediator’s fees and any related filing fees. The mediation shall be held in Fishers, Indiana, unless another location is mutually agreed upon. Agreements reached between the disputing parties in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. If the dispute has not been resolved for any or no reason prior to the Mediation Deadline, any party may pursue litigation, subject to Section 36.08.

Section 33.02 Attorneys’ Fees. In the event of any litigation that arises out of or relates to this Agreement, the “prevailing party” in such litigation shall be entitled to recover its reasonable and documented attorneys’ fees and costs incurred in the litigation. For purposes of this paragraph, the term “prevailing party” shall mean the party that recovers all or substantially all of the relief requested in its pleadings and includes attorneys’ fees and costs incurred in the collection or enforcement of any judgment.

Article 34. Assignment, Sub-licensing & Successors

Section 34.01 Assignment. THBC and IHC bind their successors and assignees to this Agreement, and the successors and permitted assigns of the parties shall acquire the rights and benefits of the applicable party under this Agreement. IHC shall not assign this Agreement, without the consent of THBC, provided that IHC may assign its rights and obligations under this Agreement without the consent of THBC to a third party controlling, controlled by or under

common control with IHC and/or any subsidiary or affiliate of IHC that has full power, authority, and capability to accept such assignment and perform the obligations of IHC hereunder, so long as Hallett has day-to-day control of such subsidiary or affiliate.

Section 34.02 Delegation of Obligations. THBC may delegate their obligations to authorized representatives.

Article 35. Representations and Warranties

Section 35.01 IHC Representations and Warranties. IHC represents and warrants to THBC that (a) the execution and delivery of this Agreement has been duly authorized on behalf of IHC, (b) IHC has obtained all necessary or applicable approvals to make this Agreement fully binding upon IHC, and (c) this Agreement is not subject to further acceptance by IHC when accepted by THBC.

Section 35.02 Representations and Warranties. Each of THBC and City represent and warrant to IHC that (a) the execution and delivery of this Agreement has been duly authorized on behalf of THBC and City, (b) each of City and THBC has obtained all necessary or applicable approvals to make this Agreement fully binding upon such party, (c) this Agreement is not subject to further acceptance by either City or THBC when accepted by IHC, and (d) neither City nor THBC are aware of any agreement, restriction, covenant, or other requirement which would either prohibit or materially adversely affect IHC's ability to operate from the Event Center for the intended purpose.

Article 36. Miscellaneous

Section 36.01 Abatement or Cancellation for Failure to Deliver. Except as set forth herein, THBC shall not be liable for any failure to give possession of the Facilities to IHC upon commencement of the Term if such failure does not materially affect IHC's rights under the Agreement or is the result of: (a) the Facilities having been totally or partially destroyed by fire or otherwise being unfit for occupancy; or (b) the Facilities being unavailable for occupancy for any other cause or reason beyond the control of THBC. In the event of a material delay in the delivery of possession, then the parties shall agree upon a reasonable reduction in the License Fee with all other terms and provisions of this Agreement remaining in full force and effect.

Section 36.02 Access to Records. Each of (a) IHC and its agents and (b) THBC and its agents, shall have access at all reasonable times upon request to the other party's books, documents, papers, accounting records, and other evidence to the extent, but only to the extent, that such materials pertain to amounts owed or owing and/or payments made or to be made by such party to the other party under this Agreement. Each of IHC and THBC shall make such materials available for inspection by the other party or its authorized designees at its offices at all reasonable times during the Term and for three (3) years from the date of final payment under this Agreement. Copies shall be furnished at to the other party at no cost, if requested. Additionally, to the extent that THBC has collected revenue that shall be paid to IHC pursuant to this Agreement, including, without limitation, revenue from single Hockey Event ticket sales, such information shall be timely provided to IHC in spreadsheets or other forms generally consistent with typical finance, accounting and bookkeeping standards.

Section 36.03 Acknowledgement of the Naming Rights Sponsor(s). IHC and THBC shall use commercially reasonable efforts, when referring to the Event Center, to use all relevant sponsorship logos and names of the Naming Rights Sponsor(s) in all promotional advertising and public communications that mention the Event Center.

Section 36.04 Approvals. Any matter that must be first approved, consented or agreed to by either THBC or IHC shall be (a) in writing and executed by an authorized representative of the applicable party or parties, and (b) in the case of any required agreements, shall be agreed to mutually and in good faith. Notwithstanding any other provision in this Agreement, Manager shall be the designated representative of THBC and is hereby authorized to consent to any matters that THBC is entitled to consent to under this Agreement. In the event that Manager is no longer the designated representative of THBC, THBC shall provide written notice to IHC and shall provide written notice of the replacement designated representative. Until IHC receives written notice of the replacement representative, Manager shall remain the designated representative of THBC. Except as otherwise provided in this Agreement, any such approval, consent, or agreement shall not be unreasonably withheld, conditioned, or delayed.

Section 36.05 THBC Rules & Guidelines. IHC shall, and shall cause its servants, agents, employees, contractors, licensees, patrons and guests to abide by such reasonable rules and guidelines as may from time to time be adopted by THBC and its staff for the use, occupancy, and operation of the Event Center and Real Estate.

Section 36.06 Entire Agreement. This Agreement, upon complete execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Agreement.

Section 36.07 Gender & Number. Wherever used or appearing in this Agreement, pronouns of the masculine gender shall include the female as well as the neuter gender, and the singular shall include the plural wherever appropriate.

Section 36.08 Governing Law & Venue. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of law rules. Any action must be brought in a court of competent jurisdiction located in Hamilton County, Indiana. IHC and THBC each waive, to the extent permitted under applicable law: (a) the right to a trial by jury; and (b) any right such party may have to: (i) assert the doctrine of “forum non conveniens”; or (ii) object to venue.

Section 36.09 Headings. The headings of this Agreement are inserted for convenience of reference only and shall not be deemed to be a part thereof or used in the construction or interpretation thereof.

Section 36.10 Indiana Tort Claims Act. Notwithstanding the foregoing or anything to the contrary contained herein, IHC hereby acknowledges and agrees that THBC’s financial exposure for certain Claims is limited by the Indiana Tort Claims Act, and THBC’s obligation to indemnify and save IHC harmless from and against any and all Claims, damages, demands, penalties, costs, liabilities, losses, and expenses (including reasonable attorneys’ fees and expenses at the trial and appellate levels) arising out of or related to Claims subject to the Indiana Tort Claims Act shall be limited

to the amount of damages available pursuant to Ind. Code § 34-13-3-4, as amended.

Section 36.11 Legal Proceedings. THBC and IHC shall promptly inform the other party of the commencement of any legal action or proceeding related to a Home Game or this Agreement.

Section 36.12 Legal Relationship. In the performance of this Agreement, THBC and IHC shall act in an individual capacity and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

Section 36.13 New Technology. If, during the Term, the equipment used to display, project or broadcast information with respect to the Event Center is replaced or the technology related to the display of any Signage or advertising changes, and such change necessitates a redesign or new production of the equipment used to display the Signage or advertising content, the parties shall mutually work together in good faith to plan for such transition. In all events, IHC shall continue to have the substantial equivalent visibility and exposure with replacement equipment or new technology. The cost of such equipment shall be borne by THBC. The cost of redesigning or reproducing content so as to be properly formatted for the new technology shall be borne by IHC.

Section 36.14 Review by Legal Counsel. Each party has had the opportunity to have this Agreement reviewed by legal counsel of its choosing.

Section 36.15 Replacement Rights. The parties acknowledge and agree that, during the Term, certain obligations of the parties with respect to specific tangible property (such as Signage around the Real Estate) may cease to be available or desirable due to advances in technology or otherwise may become impracticable due to the passage of time. The parties shall work together in good faith to provide a right of equivalent value to the other party.

Section 36.16 Severability. If one or more clauses, sections, or provisions of this Agreement shall be held to be unlawful or unenforceable, it is agreed that the remainder of this Agreement shall remain in full force and effect.

Section 36.17 Taxes. THBC is exempt from federal, state, and local taxes. THBC shall not be responsible for any taxes levied on IHC as a result of this Agreement.

Section 36.18 IHC's Use of Facilities. IHC shall have during the time that IHC has the use of the Facilities, as more specifically set forth in this Agreement, the right, authority, license and privilege for and during the Term, to possess and occupy the Facilities without interruption by any party claiming under, by or through THBC or any third party. In the event IHC's use of the Facilities pursuant to this Agreement is materially affected, IHC may, at its option, terminate this Agreement in accordance with Article 31 (Termination for Default) and pursue all legal and equitable remedies available to it including damages from THBC or the third party who has materially affected IHC's rights under this Section 36.18, subject to Article 32 (Damages & Additional Security).

Section 36.19 Waiver and Modification. This Agreement may be modified upon written agreement signed by City, THBC and IHC. No right conferred on the parties under this Agreement shall be deemed waived and no breach excused, unless such waiver or excuse shall be in writing

and signed by the party claimed to have waived such right.

Section 36.20 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument; provided, however, in no event shall this Agreement be effective unless and until signed by all parties hereto.

[Signature Page Follows]

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EXHIBIT A
REAL ESTATE

EXHIBIT B

AMBASSADOR SERVICES

- The Event Center Ambassador would report to the Town Hall Building Corporation and Mayor's Office annually, or as needed, on the performance of the contracted operator of the Event Center's ability to provide a world class experience to the Fishers community.
- The Event Center Ambassador will strive to establish the Event Center as a positive asset for the City of Fishers and guests. This will include, but is not limited to, establishing and conducting focus group discussions, attending marquee events (ex: Spark Fishers) in an official capacity, periodically attending and engaging with the community at recurring events such as the Farmers Market, and establishing membership and speaking at professional groups such as the Rotary.
- The Event Center Ambassador will strive to stay current on best-in-class practices and concepts related to the operations, experience creation, and uses of world-class event centers in North America to ensure Fishers maintains a vibrant asset that attracts top tier talent, and hits attendance levels that meet or exceed expectations for each event (ECHL averages, concert averages, etc.).
- The Event Center Ambassador, as a representative of the City, will focus on ensuring positive experiences are created in the Event Center for all guests.

RESOLUTION NO. R052323

RESOLUTION APPROVING EVENT CENTER LICENSE AGREEMENT

WHEREAS, the City of Fishers, Hamilton County, Indiana (“City”) is constructing the Fishers Event Center (“Center”) on property located east of I-69 and south of 116th Street in the City;

WHEREAS, throughout the last decade, the City has worked to locate the Indy Fuel (as defined herein below) hockey team in the City;

WHEREAS, with the development of the Event Center, the Indy Fuel has agreed to play its home games in the City at the Event Center all pursuant to the license agreement by and among the Indiana Hockey Club, LLC (the “Indy Fuel”), Fishers Town Hall Building Corporation (the “Corporation”) and the City attached hereto and incorporated herein as **Exhibit A** (the “License”);

WHEREAS, the City’s is a party to the License for the exclusive purposes of (a) causing the construction of the Event Center, (b) upon substantial completion, transferring and conveying the Event Center to the Corporation which will own, operate, and provide licenses for use of the Event Center, and (c) compensating Hallett for the Ambassador Services; and

WHEREAS, capitalized terms used but not defined herein are used with the meaning ascribed to such terms in the License.

NOW, THEREFORE, BE IT RESOLVED by the City of Fishers Board of Public Works & Safety meeting in a duly noticed and regularly scheduled meeting as follows:

Section 1. The License is hereby approved.

Section 2. The Mayor is authorized to execute the License.

Section 3. This Resolution shall be in full force and effect from and upon its adoption and in accordance with Indiana law.

ALL OF WHICH IS RESOLVED by the City of Fishers Board of Public Works & Safety this 23rd day of May, 2023.

**BOARD OF PUBLIC WORKS & SAFETY,
CITY OF FISHERS
HAMILTON COUNTY, INDIANA**

YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST: _____DATE: _____
Kari Adriano, Board Clerk

This instrument prepared by: Lindsey M. Bennett, City Attorney, City of Fishers, Hamilton County, Indiana,
One Municipal Drive, Fishers, Indiana, 46038

““I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in
this document, unless required by law.” /s/ Lindsey M. Bennet



Board Action Form

MEETING DATE	May 23, 2023			
TITLE	Request to approve Supplemental Fee for 136 th Street Widening			
SUBMITTED BY	Name & Title: Hatem Mekky, Asst. Director of Engineering			
	Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☐ Resolution	☒ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading
	Ordinance #:		Resolution #: R052323A	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☒ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☒ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☒ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☒ Mayor	☐ Other:
	☒ Legal Counsel – Name of Reviewer: Lindsey Bennett	
BACKGROUND (Includes description, background, and justification)	The project includes the reconstruction of 136th Street from Southeastern Parkway to Cyntheanne Road and will result in tree removal within the floodway. The quality of forested floodway habitat needs to be assessed to determine mitigation ratios for the impacted trees. BLN will evaluate the forest community present within the portion of the overall project limits that falls within the mapped floodway. To document the quality of the forested floodway community, BLN will conduct a Floristic Quality Inventory and Assessment. This will involve an onsite inventory of all species present within the forested floodway. The plant community will be evaluated for quality, richness, and disturbance tolerance. The City of Fishers is pursuing purchase of mitigation credits from the Indiana Stream and Wetland Mitigation Program (INSWMP).	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$6,800
	Expenditure \$:	\$6,800
	Source of Funds:	
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include Deny Approval Option)	1.	Approve supplement.
	2.	Deny the supplement.
	3.	Take no action.
	4.	
PROJECT TIMELINE		
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Supplement - Exhibit A	

CITY OF FISHERS

136th Street Widening
Southeastern Parkway to Cyntheanne Road
Des. No.'s 1802931 & 1902786

SUPPLEMENTAL FEE JUSTIFICATION

BEAM, LONGEST AND NEFF, L.L.C.
8320 Craig Street
Indianapolis, Indiana 46250
317-849-5832
(FAX) 317-841-4280

May 2023



SCOPE OF WORK

136th Street Widening
Southeastern Parkway to Cyntheanne Road
Des. No.'s 1802931 & 1902786

ENVIRONMENTAL SERVICES

Forested Floodway Habitat Assessment: The project includes the reconstruction of 136th Street from Southeastern Parkway to Cyntheanne Road. Including the replacement of Hamilton County Bridge 176 and the small structure No. 13012. The project will result in tree removal within the floodway. The quality of forested floodway habitat needs to be assessed to determine mitigation ratios for the impacted trees.

BLN, will evaluate the forest community present within the portion of the overall project limits that falls within the mapped floodway. To document the quality of the forested floodway community, BLN will conduct a Floristic Quality Inventory and Assessment. This will involve an onsite inventory of all species present within the forested floodway. The plant community will be evaluated for quality, richness, and disturbance tolerance.

Based on anticipated project impacts, IDNR will require mitigation for forested floodway impacts. The City of Fishers is pursuing purchase of mitigation credits from the Indiana Stream and Wetland Mitigation Program (INSWMP).



FEE SUMMARY

136th Street Widening
Southeastern Parkway to Cyntheanne Road
Des. No.'s 1802931 & 1902786

- Forested Floodway Habitat Assessment \$6,800.00

**FEE JUSTIFICATION EXHIBIT
MAN-HOURS BY CLASSIFICATION**

Floristic Quality Habitat Assessment

OWNER: City of Fishers

PROJECT: Des. No. 1802931 & 1902786 136th Street From Southeastern Parkway to Cyntheanne Road

DESCRIPTION: Forested Floodway Habitat Assessment

Task	Man-hours by Classification		
	SENIOR EA	ENVIRON ANALYST	TOTAL
Initiate Data Collection and Issue Notices to Property Owners	1	4	5
Field Inspection of Project Area	2	8	10
Evaluation of Field Data	2	6	8
Preparation of Forested Floodway Habitat Assessment Report	6	12	18
Coordination with IDNR	1	4	5
Revisions as Required	1	4	5
Total Hours	13	38	51
Hourly Rate	\$62.00	\$33.03	
Total Labor	\$806.00	\$1,255.14	\$2,061.14
Overhead (184.34%)			\$3,799.51
Labor + Overhead			\$5,860.65
Profit (15%)			\$879.10
Direct Non-Salary Costs			\$45.51
FCCM (.10%)			\$2.06
TOTAL			\$6,787.31
USE			\$6,800.00

**FLORISTIC QUALITY HABITAT ASSESSMENT
DIRECT COSTS**

Task	X	Y	Z	TOTAL
MILEAGE				
(X miles/roundtrip) x (Y Trips) x (\$0.49/mile) =	12	2	\$0.49	\$11.76
XEROX COPIES				
(8.5 x 11) x (X sets) x (Y pages/set) x (\$0.15/page)	3	75	\$0.15	\$33.75
TOTAL				\$45.51

RESOLUTION NO. R052323A

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &
SAFETY APPROVING A SUPPLEMENTAL FEE
WITH BEAM LONGEST AND NEFF FOR 136TH STREET ROAD WIDENING.**

WHEREAS, the City of Fishers, Hamilton County, Indiana ("City") was awarded Federal Highway Administration ("FHWA") funds for the reconstruction of 136th Street from Southeastern Parkway to Cyntheanne Road ("Project");

WHEREAS, on March 9, 2021, as Resolution No. R030921C the City of Fishers Board of Public Works & Safety approved a consulting contract with Beam, Longest & Neff ("BLN") for the Project ("Agreement");

WHEREAS, the Project has resulted in tree removal within a floodway and the quality of forested floodway needs to be assessed to determine mitigation ratios for impacted trees;

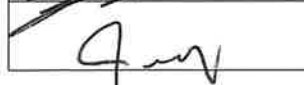
WHEREAS, the City and BLN desire to supplement the fee in the Agreement in the amount of \$6,800 to pay for the evaluation of floodway ("Supplemental Fee").

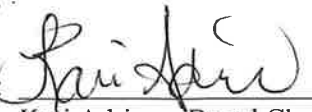
NOW, THEREFORE, BE IT RESOLVED, by the City of Fishers Board of Public Works & Safety, meeting in regular session as follows:

- Section 1. The Board hereby approves the Supplemental Fee in the attached Exhibit A, incorporated herein.
- Section 2. The Board hereby authorizes the Mayor and/or the Director of Engineering to execute any and all documents necessary to execute the terms of the Supplemental Fee.
- Section 3. This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

ALL OF WHICH IS RESOLVED BY the City of Fishers Board of Public Works & Safety, Hamilton County, Indiana this 9th day of May, 2023.

**BOARD OF PUBLIC WORKS & SAFETY,
CITY OF FISHERS
HAMILTON COUNTY, INDIANA**

YAY		NAY	ABSTAIN
	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST:  DATE: 5/23/23
Kari Adriano, Board Clerk

This instrument prepared by: Lindsey M. Bennett, City Attorney, City of Fishers, Hamilton County, Indiana,
One Municipal Drive, Fishers, Indiana, 46038

““I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in
this document, unless required by law.” /s/ Lindsey M. Bennett

CITY OF FISHERS

136th Street Widening
Southeastern Parkway to Cyntheanne Road
Des. No.'s 1802931 & 1902786

SUPPLEMENTAL FEE JUSTIFICATION

BEAM, LONGEST AND NEFF, L.L.C.
8320 Craig Street
Indianapolis, Indiana 46250
317-849-5832
(FAX) 317-841-4280

May 2023



SCOPE OF WORK

136th Street Widening
Southeastern Parkway to Cyntheanne Road
Des. No.'s 1802931 & 1902786

ENVIRONMENTAL SERVICES

Forested Floodway Habitat Assessment: The project includes the reconstruction of 136th Street from Southeastern Parkway to Cyntheanne Road. Including the replacement of Hamilton County Bridge 176 and the small structure No. 13012. The project will result in tree removal within the floodway. The quality of forested floodway habitat needs to be assessed to determine mitigation ratios for the impacted trees.

BLN, will evaluate the forest community present within the portion of the overall project limits that falls within the mapped floodway. To document the quality of the forested floodway community, BLN will conduct a Floristic Quality Inventory and Assessment. This will involve an onsite inventory of all species present within the forested floodway. The plant community will be evaluated for quality, richness, and disturbance tolerance.

Based on anticipated project impacts, IDNR will require mitigation for forested floodway impacts. The City of Fishers is pursuing purchase of mitigation credits from the Indiana Stream and Wetland Mitigation Program (INSWMP).



FEE SUMMARY

136th Street Widening
Southeastern Parkway to Cyntheanne Road
Des. No.'s 1802931 & 1902786

- Forested Floodway Habitat Assessment \$6,800.00

**FEE JUSTIFICATION EXHIBIT
MAN-HOURS BY CLASSIFICATION**

Floristic Quality Habitat Assessment

OWNER: City of Fishers

PROJECT: Des. No. 1802931 & 1902786 136th Street From Southeastern Parkway to Cyntheanne Road

DESCRIPTION: Forested Floodway Habitat Assessment

Task	Man-hours by Classification		
	SENIOR EA	ENVIRON ANALYST	TOTAL
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Field Inspection of Project Area	2	8	10
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Revisions as Required	1	4	5
Total Hours	13	38	51
Hourly Rate	\$62.00	\$33.03	
Total Labor	\$806.00	\$1,255.14	\$2,061.14
Overhead (184.34%)			\$3,799.51
Labor + Overhead			\$5,860.65
Profit (15%)			\$879.10
Direct Non-Salary Costs			\$45.51
FCCM (.10%)			\$2.06
TOTAL			\$6,787.31
USE			\$6,800.00

**FLORISTIC QUALITY HABITAT ASSESSMENT
DIRECT COSTS**

Task	X	Y	Z	TOTAL
MILEAGE				
(X miles/roundtrip) x (Y Trips) x (\$0.49/mile) =	12	2	\$0.49	\$11.76
XEROX COPIES				
(8.5 x 11) x (X sets) x (Y pages/set) x (\$0.15/page)	3	75	\$0.15	\$33.75
TOTAL				\$45.51



Board Action Form

MEETING DATE	May 23, 2023			
TITLE	Resolution Approving Additional BOT Work (Hunt Bids)			
SUBMITTED BY	Name & Title: Elliott Hultgren, Deputy Mayor			
	Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☒ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☒ 2 nd Reading	☐ Public Hearing	☒ 3 rd Reading
	Ordinance #:		Resolution #: R052323B	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☒ Services ☒ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☐ Department Head	☐ Finance Committee
	☒ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – Name of Reviewer: Jennifer C. Messer	
BACKGROUND (Includes description, background, and justification)	On or about October 19, 2022, the City issued its Request For Proposals And Qualifications To Develop And Construct The Fishers Event Center And Master Improvements Through A Public-Private Partnership (the "RFPQ"). Pursuant to the RFPQ, the City sought offerors to design, construct, and transfer the Event Center to the City, all pursuant to a public-private agreement between the City and the winning offeror. On December 13, 2022, following a duly noticed public hearing pursuant to Ind. Code 5-23 et. seq., the Board approved a public-private agreement (BOT) with Hunt Construction Group, Inc. to construct and transfer the Event Center. The City has broken ground on the Event Center and now desire to approve a set of bids for the following: (a) plumbing, (b) mechanical, (c) electrical and fire alarm, (d) site electrical, and (e) security and low voltage (collectively, the "Bid"), which Bid was below Hunt's estimate for the work.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$46,500,000.00
	Expenditure \$:	\$46,500,000.00
	Source of Funds:	Arena Bond
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include Deny Approval Option)	1.	Approve the Bids
	2.	Reject the Bids
	3.	
	4.	
PROJECT TIMELINE		
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approving the Bids	
SUPPLEMENTAL INFORMATION (List all attached documents)		

RESOLUTION NO. R052323B

**RESOLUTION APPROVING ADDITIONAL BOT WORK
(HUNT-EVENT CENTER BIDS)**

WHEREAS, on or about October 19, 2022, the City of Fishers, Hamilton County, Indiana ("City") issued its Request For Proposals And Qualifications To Develop And Construct The Fishers Event Center And Master Improvements Through A Public-Private Partnership (the "RFPQ");

WHEREAS, pursuant to the RFPQ, the City sought offerors to design, construct, and transfer the Event Center to the City, all pursuant to a public-private agreement between the City and the winning offeror (the "BOT").

WHEREAS, on December 13, 2022, following a duly noticed public hearing pursuant to Ind. Code 5-23 *et. seq.*, the City's Board of Public Works & Safety (the "Board") approved a BOT agreement with Hunt Construction Group, Inc. ("Hunt") to construct and transfer the Event Center to the City; and

WHEREAS, the City has broken ground on the Event Center and now desire to approve a set of bids for the following: (a) plumbing, (b) mechanical, (c) electrical and fire alarm, (d) site electrical, and (e) security and low voltage (collectively, the "Bid"), which Bid was below Hunt's estimate for the work and will cost approximately Forty-Six Million, Five Hundred Thousand and No/100 Dollars (\$46,500,000.00)(collectively, the "Bid").

NOW, THEREFORE, BE IT RESOLVED by the City of Fishers Board of Public Works & Safety meeting in a duly noticed and regularly scheduled meeting as follows:

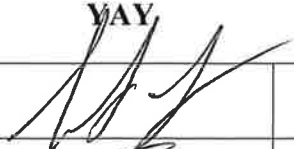
Section 1. The Bid is hereby approved.

Section 2. This Resolution shall be in full force and effect from and upon its adoption and in accordance with Indiana law.

Section 3. The Mayor is hereby authorized to execute the documents necessary to effectuate the intent of this Resolution.

ALL OF WHICH IS RESOLVED by the City of Fishers Board of Public Works & Safety this 23rd day of May, 2023.

**BOARD OF PUBLIC WORKS & SAFETY,
CITY OF FISHERS
HAMILTON COUNTY, INDIANA**

YAY		NAY	ABSTAIN
	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST:  DATE: 5/23/23
Karl Adriano, Board Clerk

This instrument prepared by: Lindsey M. Bennett, City Attorney, City of Fishers, Hamilton County, Indiana,
One Municipal Drive, Fishers, Indiana, 46038

““I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in
this document, unless required by law.” /s/ Lindsey M. Bennet



Board Action Form

MEETING DATE	May 23, 2023			
TITLE	Resolution Approving Professional Services Agreement			
SUBMITTED BY	Name & Title: Joe Harding, Captain EMS Division			
	Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☒ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☒ 2 nd Reading	☐ Public Hearing	☒ 3 rd Reading
	Ordinance #:		Resolution #: R052323C	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☒ Contract required for this item		☒ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☒ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – Name of Reviewer: Jennifer C. Messer	
BACKGROUND (Includes description, background, and justification)	The City seeks reimbursement for certain emergency and ambulance services, and Malinowski Consulting, Inc. ("Contractor") prepares payment adjustments for eligible fee-for-service Medicaid ambulance services. Contractor has agreed to assist the City with obtaining Medicaid reimbursement for ambulance services, data collection and negotiation of reimbursements all pursuant to the subject Professional Services Agreement.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$42,750.00
	Expenditure \$:	\$42,750.00
	Source of Funds:	Fire and Emergency Services
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include Deny Approval Option)	1.	Approve the Agreement
	2.	Reject the Agreement
	3.	
	4.	
PROJECT TIMELINE		
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approving the Agreement.	
SUPPLEMENTAL INFORMATION (List all attached documents)		

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 2023 (the “Effective Date”) by and between the City of Fishers, Hamilton County, Indiana, an Indiana municipal corporation (the “City”), and Malinowski Consulting, Inc., an Indiana corporation (the “Consultant”) as follows:

1. **PURPOSE OF AGREEMENT.** The purpose of this Agreement is for the Consultant to prepare payment adjustments for eligible fee-for-service Medicaid ambulance services as specifically included in the Scope of Work attached hereto and incorporated herein as Exhibit A (individually or collectively, the “Services”).
2. **TERM.** This Agreement shall be for a period commencing on the Effective Date and ending on the earlier of (a) completion of the Services, or (b) December 31, 2025, unless earlier terminated in accordance with the provisions of this Agreement (the “Term”). In no event shall payments be made for work done or Services performed after expiration of the Term or any Renewal Term (as defined herein below).
 - A. **Early Termination.** Either Party may terminate this Agreement by giving thirty (30) days written notice of termination to the other Party. Additionally, the City may immediately terminate this agreement upon written notice if (a) Consultant (i) engages in gross misconduct (notwithstanding whether such conduct concerns the subject of this Agreement or Consultant’s contractual relationship with the City); or (ii) it becomes generally known that Consultant is insolvent, plans to make a general assignment for the benefit of creditors, is expected to file a voluntary petition of bankruptcy, suffers or permits the appointment of the receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, dissolved or liquidated, voluntarily or otherwise; or (b) the Consultant breaches a fiduciary duty owed to City as a result of performance or nonperformance of the Services.
 - B. **Termination for Material Default.** In the event of material default, the non-defaulting Party may terminate this Agreement upon three (3) days’ written notice which right shall not be subject to the right to cure.
 - C. **Survival.** Any provisions which, by their nature, are intended to apply after termination of this Agreement shall survive termination of this Agreement, including provisions for payment of amounts owed for work performed under this Agreement during the Term and prior to termination as provided herein.
3. **CONFIDENTIALITY.** Consultant acknowledges that it may be provided certain confidential nonpublic trade secrets, ideas, samples, models, processes, techniques, methods, drafts, know-how, business information, financial information, research, developmental information, client lists, prospect lists, marketing plans and other similar types of information (individually or collectively, “Confidential Information”). Consultant shall exclusively use Confidential Information for the purpose of

performing, and assisting in the performance of, the Services. Consultant shall keep all Confidential Information and not disclose any of the same, or any details thereof, or any information relating thereto or derived or developed therefrom, to any third party, without the City's prior written consent. Upon conclusion of the Term, Consultant shall return to City all Confidential Information. This provision shall survive termination of this Agreement.

4. **CONSIDERATION.** For and in consideration of and as a material inducement for Consultant fully satisfying its obligations included herein, Consultant shall be paid Forty-Two Thousand, Seven Hundred Fifty (\$42,750.00) in three (3) equal installments of Fourteen Thousand, Two Hundred Fifty and no/100 Dollars (\$14,250.00) during each year of the Term (individually or collectively, "Installments"), each of which Installments shall be paid by the City to Consultant within forty-five (45) days of the City receiving a "Final Notice of Program Reimbursement" from the Indiana Office of Medicaid Policy and Planning. The consideration paid to Consultant pursuant to this Agreement is fixed, and payment is not contingent upon actual recovery of costs from the Indiana Family and Social Services Administration (the "FSSA"). Additionally, if the City provides notice in writing that it desires for Consultant to represent and defend it in an audit ("Audit Representation"), Consultant shall be compensated at an hourly rate of One Hundred Seventy-Five and no/100, per hour (\$175.00, per hour). Consultant shall submit invoices to City for such Audit Representation ("Audit Invoices"), which Audit Invoices shall detail the amount of time spent on such Audit Representation, date of work performed and general description of the Audit Representation. City shall pay Audit Invoices within thirty (30) days of receipt of such Audit Invoices.
5. **INDEMNIFICATION.** Consultant shall indemnify and hold harmless City from and against any and all Claims arising from or connected with: (a) breaches by Consultant under contracts to which Consultant is a party, to the extent that such contracts relate to the performance of the Services by Consultant or any party acting by, under, through, or on behalf of Consultant; (b) the negligence or willful misconduct of Consultant or any party acting by, under, through, or on behalf of Consultant; or (c) the breach by Consultant of any term or condition of this Agreement or any Ancillary Agreement. For purposes of this Agreement, "Claims" shall mean claims, liabilities, damages, injuries, losses, liens, costs, and/or expenses (including, without limitation, reasonable attorneys' fees); provided that in no event shall Claims include consequential or punitive damages.
6. **COMPLIANCE WITH LAWS.** During the Term, Consultant shall fully comply with the Laws while delivering the Services. For purposes of this Section 6, "Laws" shall mean all applicable laws, statutes, and/or ordinances, and any applicable governmental or judicial rules, regulations, guidelines, judgments, orders, and/or decrees, as amended. Moreover, Consultant acknowledges and agree that the City must comply with the Laws, including, without limitation, Indiana's Access to Public Records Acts, Ind. Code § 5-14-3 *et. seq.* and in so complying the City shall disclose the contents of this Agreement and the exhibits attached hereto.
7. **GOVERNING LAW.**

- A. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana without regard to principles of choice of law, and suit, if any, must be brought in the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana.
- B. If any section, paragraph, term, condition, or provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, then the section, paragraph, term, condition, or provision so found will be deemed severed from this Agreement, but all other sections, paragraphs, terms, conditions, and provisions will remain in full force and effect.

8. CONSULTANT CERTIFICATIONS. Consultant represents and warrants to the City that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and Consultant will state, in all solicitations or advertisements for employees placed by or on behalf of Consultant, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

Moreover, Consultant understands and agrees that terms defined in IND. CODE § 22-5-1.7 *et seq.* are adopted and incorporated into this Section 8, and pursuant to IND. CODE § 22-5-1.7 *et seq.*, Consultant covenants to enroll in and verify the work eligibility status of all of its employees using the E-Verify program, if it has not already done so as of the Execution Date. Within ten (10) days after the Effective Date, Consultant shall execute the affidavit included as Exhibit B affirming that: (a) it is enrolled and is participating in the E-Verify program; and (b) it does not knowingly employ any unauthorized aliens. In support of the affidavit, Consultant shall provide City with documentation that it has enrolled and is participating in the E-Verify program. This Agreement shall not take effect until said affidavit is signed by Consultant and delivered to the City.

9. MISCELLANEOUS. This Agreement shall inure to the benefit of, and be binding upon, City and Consultant, and their respective successors and assigns; provided, however, Consultant may only assign this Agreement upon written approval of the City. This Agreement may be signed in one or more counterparts, each of which shall constitute one and the same instrument. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. Consultant waives, to the extent permitted under applicable law: (a) the right to a trial by jury; and (b) any right Consultant may have to: (i) assert the doctrine of “forum non conveniens”; or (ii) object to venue. This Agreement may be modified only by a written agreement signed by City and Consultant. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. All Exhibits to this Agreement are attached hereto

and incorporated herein by reference. Time is of the essence in this Agreement. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the parties and still be valid and enforceable. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions. Nothing contained in this Agreement shall be construed to create a partnership, joint venture or employment relationship between Consultant and City or their successors in interest. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Project Site is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.

[signatures on following pages]

City of Fishers, Hamilton County, Indiana

By: _____
Scott Fadness, Mayor

Malinowski Consulting, Inc.


By: Charles F. Malinowski
Its: President

EXHIBIT A
SCOPE OF WORK - SERVICES

Consultant shall perform each of the following with respect to payment adjustments for eligible fee-for-service Medicaid ambulance services:

1. **Ambulance Cost Report Data Collection:** Consultant shall perform all data collection activities and compile the data collected from various City departments into an electronic format that meets state and federal guidelines (the “Ambulance Cost Report”), including, reviewing and analyzing City expenditures, including, without limitation, the City’s general fund to ensure highest recovery of the costs of eligible supplies and other services. For the avoidance of doubt, the City shall provide access to the information required for Consultant to create the Ambulance Cost Report.
2. **Ambulance Cost Report Presentation to City Officials:** Consultant shall meet with the appropriate City representative to review the results of Ambulance Cost Report, focusing on the recoveries to the City and assisting the City with understanding the Ambulance Cost Report.
3. **Delivery and Negotiation with State Officials:** Deliver and present the Ambulance Cost Report and other information required or requested by state and federal agencies. Negotiate with agencies concerning the City’s reimbursement and monitor the state’s approval and payment process. Quickly respond to questions posed the FSAA.
4. **Audit Defense to Federal and State Auditors:** If state or federal auditors ask questions regarding the Ambulance Cost Report, Consultant shall defend the Ambulance Cost Report and answer any such questions, including, without limitation, providing all necessary documentation to state and federal program administrators to clearly document related eligible expenses.
5. **City Meetings:** Consultant shall schedule and participate in onsite meetings with the City to collect information required for the Ambulance Cost Report
6. **Proposals:** In cooperation with the City’s Department of Human Resources, Consultant shall consider wages and fringe benefits for the Fire Department for inclusion in the Cost Report.
7. **Timing:** Consultant shall submit each Ambulance Cost Report to the Indiana’s FSSA by or before the filing deadline of May 31st as follows:
 - 2023 for the 2022 Ambulance Cost Report
 - 2024 for the 2023 Ambulance Cost Report
 - 2025 for the 2024 Ambulance Cost Report
8. **Staffing:** Consultant shall make available to the City, the following personnel:
 - Charles Malinowski, President
 - Barbara Malinowski, Operations Manager
 - Daniel Vaughn, Senior Consultant
 - Matthew Lowery, Senior Consultant

EXHIBIT B
E-VERIFY AFFIDAVIT

Charles F. Malinowski ("**Affiant**"), the PRESIDENT of Malinowski Consulting, Inc. an Indiana corporation ("**Consultant**"), effective as of _____, 2023 (the "**Effective Date**"), hereby certifies and affirms the following on behalf of Consultant:

1. Consultant is enrolled in and is participating in the E-Verify program;
2. Consultant does not knowingly employ any unauthorized aliens; and
3. Simultaneously with this E-Verify Affidavit, Contactor has provided documentation that it has enrolled and is participating in the E-Verify program.

Under penalties of perjury, Affiant swears that (a) Affiant has examined this E-Verify Affidavit on behalf of the Consultant and (b) it is true, correct and complete, and Affiant further declares that Affiant has the authority to sign this E-Verify Affidavit on behalf of Consultant.

Malinowski Consulting, Inc.

A handwritten signature in black ink, appearing to read 'C. F. Malinowski', with a long horizontal flourish extending to the right.

CHARLES F. MALINOWSKI

Its: PRESIDENT

RESOLUTION NO. R052323C

**RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH
MALINOWSKI CONSULTING, INC.**

WHEREAS, the City of Fishers, Hamilton County, Indiana (“City”) seeks reimbursement for certain emergency and ambulance services;

WHEREAS, Malinowski Consulting, Inc. (“Contractor”) prepares payment adjustments for eligible fee-for-service Medicaid ambulance services and has agreed to assist the City with obtaining Medicaid reimbursement for ambulance services, data collection and negotiation of reimbursements; and

WHEREAS, the City now desires to contract with Contractor pursuant to the Professional Services Agreement attached hereto and incorporated herein as **Exhibit A** (the “Agreement”).

NOW, THEREFORE, BE IT RESOLVED by the City of Fishers Board of Public Works & Safety meeting in a duly noticed and regularly scheduled meeting as follows:

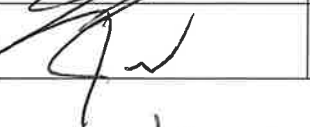
Section 1. The Agreement is hereby approved.

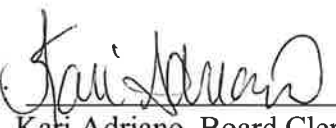
Section 2. The Mayor is authorized to execute the Agreement.

Section 3. This Resolution shall be in full force and effect from and upon its adoption and in accordance with Indiana law.

ALL OF WHICH IS RESOLVED by the City of Fishers Board of Public Works & Safety this 23rd day of May, 2023.

**BOARD OF PUBLIC WORKS & SAFETY,
CITY OF FISHERS
HAMILTON COUNTY, INDIANA**

YAY		NAY	ABSTAIN
	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST:  DATE: 5/23/23
Kari Adriano, Board Clerk

This instrument prepared by: Lindsey M. Bennett, City Attorney, City of Fishers, Hamilton County, Indiana,
One Municipal Drive, Fishers, Indiana, 46038

““I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in
this document, unless required by law.” /s/ Lindsey M. Bennet



Board Action Form

MEETING DATE	5/23/23			
TITLE	Resolution Approving and Adopting Local Road Speed Limit Sign Policy			
SUBMITTED BY	Name & Title: Jason Taylor, Director Department: Engineering Department			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☒ 2 nd Reading	☐ Public Hearing	☒ 3 rd Reading ☒ Final Reading
	Ordinance #:		Resolution #: R052323D	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – Name of Reviewer: Lindsey Bennett	
BACKGROUND (Includes description, background, and justification)	The Department of Engineering is requesting formal approval and adoption of this policy regarding Local Road (neighborhoods) Speed Limit Signs, which has been followed and implemented since 2018. This policy requires all local roads (neighborhoods) which are 25 mph per City ordinance, to be signed accordingly by requiring an MUTCD compliant R2-1 speed limit sign as well as an accompanying R2-5bP "Neighborhood" plaque at all entrances and adjoining entrances.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve the request
	2.	Deny the request
	3.	Take No Action
	4.	
PROJECT TIMELINE	Immediately upon approval. Department of Engineering is currently working on establishing a public facing landing spot for adopted policies.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Engineering Department staff recommends approval.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Written policy 2. Resolution R052323D	

Local Road (Neighborhood) Speed Limit Sign Policy

1. OVERVIEW

The City of Fishers Department of Engineering sees the need to establish a policy for speed limit unification and sign installation locations for all neighborhood local roads within the City of Fishers.

2. SCOPE

All local neighborhood subdivision roads which are publicly owned and maintained by the City of Fishers are included within the guidelines of this policy.

3. POLICY

The City of Fishers established/will establish within the City of Fishers Code of Ordinances by way of approval at the Board of Public Works and Safety, all local neighborhood roads will have a speed limit of 25 MPH. This speed limit will be consistent and uniform throughout the City and may not be established at a lower or higher speed limit without approval at the Board of Public Works and Safety.

Placement of an Indiana MUTCD compliant R2-1 speed limit sign and post along with an accompanying R2-5bP "Neighborhood" plaque is required to be installed at all neighborhood entrances and adjoining neighborhood entrances. Additional speed limit signs on internal neighborhood local roads are not required.

4. RESPONSIBILITY

The City of Fishers will maintain all standard (non-decorative) Indiana MUTCD compliant speed limit sign installations at the entrance and adjoining entrances to neighborhoods within the City of Fishers. A neighborhood HOA/POA may at their expense and discretion install additional speed limit sign installations on internal neighborhood local roads within their neighborhood. Any additional internal speed limit sign installations will be the maintenance responsibility of that HOA/POA.

A neighborhood or neighborhood HOA/POA may choose to use Indiana MUTCD compliant privately owned and installed decorative signs and/or sign posts for their speed limit sign installations, however that neighborhood HOA/POA is responsible for all maintenance of that private decorative speed limit sign installation. All private decorative speed limit sign installations must still follow the City of Fishers Ordinance of 25 mph for all neighborhood local roads.

RESOLUTION NO. R052323D

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &
SAFETY APPROVING AND ADOPTING LOCAL NEIGHBORHOOD ROAD SPEED
LIMIT SIGN POLICY**

WHEREAS, the Board of Public Works & Safety (“Board”) supervises the streets, alleys, sewers, public grounds and other property of the City;

WHEREAS, pursuant to Indiana Code 9-21-5-6, the Board may establish and post speed limits on City streets; and

WHEREAS, the Board desires to adopt a policy regarding placement, installation and maintenance of speed limit signs within City of Fishers local neighborhood roads.

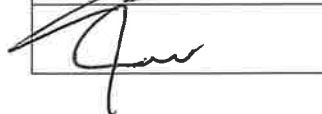
NOW, THEREFORE, BE IT RESOLVED by the Board of Public Works & Safety of the City of Fishers, Hamilton County, Indiana meeting in regular session as follows:

Section 1. The Local Neighborhood Road Speed Limit Sign Policy attached hereto as Exhibit A and incorporated herein is hereby approved and adopted by the Board.

Section 2. This Resolution shall be in full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED by this City of Fishers Board of Public Works & Safety this 23rd day of May, 2023.

**BOARD OF PUBLIC WORKS & SAFETY,
CITY OF FISHERS
HAMILTON COUNTY, INDIANA**

YAY		NAY	ABSTAIN
	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST:  DATE: 5/23/23
Karl Adriano, Board Clerk

This instrument prepared by: Lindsey M. Bennett, City Attorney, City of Fishers, Hamilton County, Indiana,
One Municipal Drive, Fishers, Indiana, 46038

““I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in
this document, unless required by law.” /s/ Lindsey M. Bennet

Local Road (Neighborhood) Speed Limit Sign Policy

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The City of Fishers Department of Engineering sees the need to establish a policy for speed limit unification and sign installation locations for all neighborhood local roads within the City of Fishers.

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All local neighborhood subdivision roads which are publicly owned and maintained by the City of Fishers are included within the guidelines of this policy.

3. POLICY

The City of Fishers established/will establish within the City of Fishers Code of Ordinances by way of approval at the Board of Public Works and Safety, all local neighborhood roads will have a speed limit of 25 MPH. This speed limit will be consistent and uniform throughout the City and may not be established at a lower or higher speed limit without approval at the Board of Public Works and Safety.

Placement of an Indiana MUTCD compliant R2-1 speed limit sign and post along with an accompanying R2-5bP "Neighborhood" plaque is required to be installed at all neighborhood entrances and adjoining neighborhood entrances. Additional speed limit signs on internal neighborhood local roads are not required.

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A neighborhood or neighborhood HOA/POA may choose to use Indiana MUTCD compliant privately owned and installed decorative signs and/or sign posts for their speed limit sign installations, however that neighborhood HOA/POA is responsible for all maintenance of that private decorative speed limit sign installation. All private decorative speed limit sign installations must still follow the City of Fishers Ordinance of 25 mph for all neighborhood local roads.



Board Action Form

MEETING DATE	May 23,2023			
TITLE	Request to approve a bid for construction for the Fishers ADA Improvements 2023 Contract (CDBG)			
SUBMITTED BY	Name & Title: Jason Taylor, Director Department: Engineering Department			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☒ 2 nd Reading	☐ Public Hearing	☒ 3 rd Reading ☒ Final Reading
	Ordinance #:		Resolution #: R052323E	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☒ Contract required for this item		☐ Signed copy of contract attached	
	☒ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☒ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – Name of Reviewer: Lindsey Bennett	
BACKGROUND (Includes description, background, and justification)	The City of Fishers receives annual Community Development Block Grant funding. This entitlement funding is restricted in its uses and administered through Hamilton County and HUD. ADA curb ramp improvements are an approved use of funds. This request is for the approval of the bid from CC&T Construction to expend funds to reconstruct approximately xx ADA curb ramps to current FHWA/INDOT specifications within the Oxford Park, Harvard Park, and Princeton Park neighborhoods AKA "The Parks at White River"	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$207,715
	Expenditure \$:	\$207,715
	Source of Funds:	\$197,500 Community Development Block Grant; \$10,215 GO Bond
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve the Resolution as submitted
	2.	Deny the Resolution
	3.	Take No Action
	4.	
PROJECT TIMELINE	Completion of Construction prior to October 31, 2023	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Engineering staff recommends approval of the resolution under the assumption staff will work with the contractor to remain within the budgeted amount.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution R052323E 2. Exhibits A (project specifications), B (bidder proposal), and Overview 3. Executed Agreement with Hamilton County (R041823G previously approved by Board of Public Works and Safety)	

SECTION A-3
CONTRACTOR'S BID

FOR ADA IMPROVEMENTS PROJECTS

Project Name: FISHERS ADA IMPROVEMENTS - 2023

To: Board of Public Works
City of Fishers, Indiana

Pursuant to notices given, the undersigned proposes to furnish all material and labor necessary to complete the removal and replacement of Sidewalk ADA ramps and adjacent sidewalk for ADA improvements contemplated by the above named Project in accordance with the Contract Documents and Drawings prepared by the Fishers Department of Engineering, dated the 21ST day of February, 2023, and now on file in the office of the City of Fishers Department of Engineering, 11565 Brooks School Road, Fishers, Indiana 46037 for the following amounts:

ITEMIZED BID

BASE BID

PROJECT NAME: FISHERS ADA IMPROVEMENTS - 2023

DESCRIPTION: Removal and replacement of sidewalk ADA ramps and adjacent sidewalk for ADA improvements

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT COST	ITEM COST
1	Sidewalk, Concrete	SYS	600	58.00	34,800.00
2	Curb Ramp, Concrete	SYS	210	230.00	48,300.00
3	Curb and Gutter, Roll Curb	LFT	720	33.00	23,760.00
4	Curb and Gutter, Concrete	LFT	360	35.00	12,600.00
5	Detectable Warning	SYS	86	425.00	36,550.00
6	Mulched Seeding	SYS	575	3.00	1,725.00
7	Sidewalk, Concrete, Remove	SYS	600	22.00	13,200.00
8	Curb and Gutter, Remove	LFT	1180	21.00	24,780.00
9	Mobilization and Demobilization	LS	1	8,000.00	8,000.00
10	Construction Engineering	LS	1	1,000.00	1,000.00
11	Maintenance of Traffic	LS	1	3,000.00	3,000.00
	PROJECT TOTAL				
	ramps		60	Avg	

TOTAL BID \$207,715.00

COMPLETION TIME, NUMBER OF CALENDAR DAYS 60 Days

CONTRACTOR (BIDDER):

CC&T Construction Co., Inc

ADDRESS:

5051 Prospect Street, Indianapolis, IN 46203

BY:

Tony Page

TITLE:

President

SIGNED:



DATE:

03/13/2023

ADDENDA

Instructions to Bidders:

1. The Bidder acknowledges receipt of the following addenda:

<u>ADDENDUM NUMBER</u>	<u>DATE</u>
1	03/08/2023



FISHERS ADA IMPROVEMENTS 2023 FISHERS, IN

ADDENDUM NO. 1

March 8, 2023

The attention of all prospective Bidders on the subject project is directed to the following modification to the Plans and Specifications.

ITEM NO. 1 –Wage Decision Clarification

General Decision Number IN20220006 12/23/2022 Is still the most current and in effect

ITEM NO. 2 – Addendum Acknowledgement

Addendum Acknowledgement signature page

Attachments:

09 GSPART-C3-2023-GENERAL SPECIFICATIONS-WAGE RATES – 12-23-22
Addendum Acknowledgement signature page

Jason M. Taylor, P.E.
Director of Engineering
City of Fishers, Indiana

Please acknowledge receipt of this Addendum by completing the Addendum Acknowledgement page and submitting with your completed bid.

Enclosed herewith find Bid Security being five percent (5%) of the maximum bid herein, made payable to the City of Fishers, Indiana.

The proceeds of which are to remain the absolute property of the City of Fishers, Indiana if the Bidder shall not within ten (10) days after notice of acceptance of the within bid, enter into a written contract, and secure said contract by a bond for the full amount of the contract to the approval of the proper official of the City of Fishers, Indiana.

Enclosed herewith find a statement of the Bidder's experience, the equipment available for the performance of such work, and financial statement on forms prescribed by the Indiana State Board of Accounts, (Form 96 (Revised 2013)), not older than ninety (90) days.

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

Enclosed herewith find a properly executed Bidder's Equal Employment Opportunity Certification.

Enclosed herewith find a properly executed Contractors Non-Collusion Affidavit.

Enclosed herewith find a properly executed Certification of Non-Segregated Facilities.

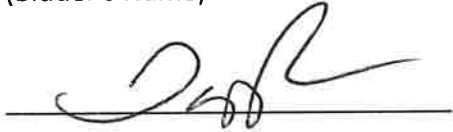
Enclosed herewith find a properly executed Certification of Anti-Lobbying.

Enclosed herewith find a properly executed Certification Regarding Drug-Free Workplace.

IN TESTIMONY WHEREOF, the Bidder certifies to the accuracy and truthfulness of the above statements, oaths, and certifications, this 13 day of March, 2023.

CC&T Construction Co., INC
(Bidder's Name)

By Tony Page



Title President

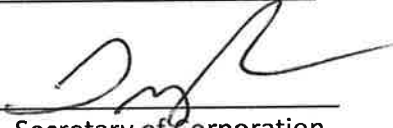
5051 Prospect Street, Indianapolis, IN 46203
(Official Address)

By Tony Page

Title President

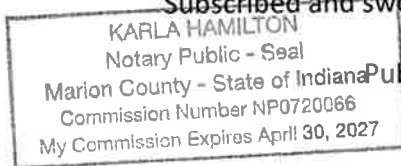
(Seal)

ATTEST


Secretary of Corporation

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Subscribed and sworn to before me this 13 day of March, 2023.



Public Notary

(Signature)



(Print)

Karla Hamilton

Commission expires: 04/30/2027 County of Residence: Marion

**CONTRACTOR'S
NON-COLLUSION AFFIDAVIT**

The Bidder, by its officers and CC&T Construction Co., Inc agents or representatives present at the time of filing this bid, being duly sworn, on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of the State of Indiana whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not, directly, or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person, in any way or manner, any of the proceeds of the contract sought by this bid.

CC&T Construction Co., Inc

FIRM NAME

X Tony Page
*OWNER-PRESIDENT-PARTNER Tony Page

PARTNER-VICE PRESIDENT AND/OR
SEC. TREAS.

PARTNER

Subscribed and sworn to before me this 13 day of March, 2023.

KARLA HAMILTON
Notary Public - Seal
Marion County - State of Indiana
Commission Number NP0720066
My Commission Expires April 30, 2027

Public Notary (Signature) Karla Hamilton

(Print) Karla Hamilton

Commission expires: 04/30/2027 County of Residence: Marion

*This form must be signed by the same person(s) who sign(s) the bid.

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

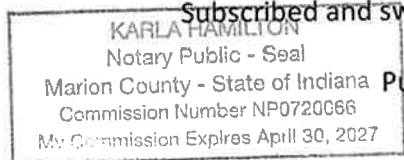
Tony Page, being first duly shown, deposes and says that:

- (1) He is the President
of CC&T Construction Co., Inc hereinafter referred to as the "Subcontractor";
- (2) He is fully informed respecting the preparation and contents of the subcontractor's Proposal submitted by the sub- contractor to City of Fishers, the Contractor for certain work in connection with the Fishers ADA Improvements 2023 Contract pertaining to the Project in Fishers, Indiana;
- (3) Such subcontractor's Proposal is genuine and is not a collusive or sham proposal;
- (4) Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract or to refrain from submitting a Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the _____ or any person interest in the proposed Contract; and
- (5) The price or prices quoted in the subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owner, employees, or parties in interest, including this affiant.

(Signature) _____

Tony Page, President

Subscribed and sworn to before me this 13 day of March, 2023.



Public Notary

(Signature) _____

(Print) Karla Hamilton

Commission expires: 04/30/2027 County of Residence: Marion

CERTIFICATION OF NONSEGREGATED FACILITIES

The bidder certifies that he does not maintain nor 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 at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certificate will be in 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 areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that he will obtain identical certification from proposed subcontractors prior to the award of subcontracts.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. Section 1001.

Date March 13, 2023

CC&T Construction Co., Inc

Name of Contractor

Official Address (Including ZIP)

By Tony Page

Tony Page

5051 Prospect Street

President

Title

Indianapolis, IN 46203

Subscribed and sworn to before me this 13 day of March, 2023.

KARLA HAMILTON
Notary Public - Seal

Marion County - State of Indiana
Commission Number NP0720066
My Commission Expires April 30, 2027

Public Notary

(Signature)

Karla Hamilton

(Print)

Karla Hamilton

Commission expires: 04/30/2027 County of Residence: Marion

No Subcontractors

**SUBCONTRACTOR'S
CERTIFICATION OF NONSEGREGATED FACILITIES**

The subcontractor certifies that he does not maintain nor 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 subcontractor 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 at any location under his control where segregated facilities are maintained. The subcontractor agrees that a breach of this certificate will be in violation of the Equal Opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term "Segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The subcontractor agrees that he will obtain identical certification from proposed lower tier subcontractors prior to the award of sub- contracts.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. Section 1001.

Date _____, 2023

Official Address (Including ZIP)

Name of Subcontractor

By _____

Title

Subscribed and sworn to before me this _____ day of _____, 2023.

Public Notary

(Signature) _____

(Print) _____

Commission expires: _____ County of Residence: _____

**CONTRACTORS CERTIFICATION OF
ANTI-LOBBYING**

The contractor certifies that to the best of his knowledge and belief, that -

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form LLL, "Disclosure From to Report Lobbying," in accordance with its instructions.
3. The contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

Date March 13, 2023

CC&T Construction Co., Inc
Name of Contractor

Official Address (Including ZIP)

By 
Tony Page

5051 Prospect Street

President

Indianapolis, IN 46203

Title

Subscribed and sworn to before me this 13 day of March, 2023.

Public Notary

(Signature)



(Print)

Kara Hamilton

Commission expires: 04/30/2027 County of Residence: Marion

**CONTRACTOR'S CERTIFICATION REGARDING
DRUG-FREE WORKPLACE**

The Contractor certifies that it will provide a drug-free workplace by:

1. Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace;
 - (b) The Contractor's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Giving each employee to be engaged in the performance of work on this contract a copy of the above required statement;
4. Notifying the employee in the required Statement that, as a condition of employment on this Contract, the employee will-
 - (a) Abide by the terms of the Statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar day after such conviction;
5. Notifying the Contracting Officer in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every Contracting Officer or other designee on whose Contract activity the convicted employee was working. Notice shall include the identification number(s) of the Contract or funding Grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 6 above.

Date March 13, 2023

CC&T Construction Co., Inc

Name of Contractor

Official Address (Including ZIP)

By Tony Page

Tony Page

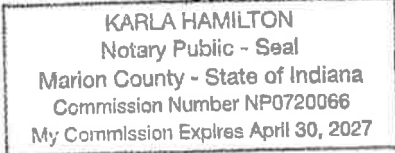
5051 Prospect Street

President

Title

Indianapolis, IN 46203

Subscribed and sworn to before me this 13 day of March, 2023.



Public Notary

(Signature) Karla Hamilton

(Print) Karla Hamilton

Commission expires: 04/30/2027 County of Residence: Marion

CONTRACTOR'S E-VERIFY AFFADAVIT

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into the Agreement with the City of Fishers is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify Program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify Program if the E-Verify Program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ and unauthorized alien. The undersigned further affirms that, prior to entering into its Agreement with the City of Fishers, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify Program.

(Contractor): CC&T Construction Co., Inc

By (Written Signature) [Signature]

(Printed Name): Tony Page

(Title): President

Important – Notary Signature and Seal Required in the Space Below

STATE OF Indiana

SS: Indiana

COUNTY OF Marion

Subscribed and sworn to before me this 13 day of March, 2023

My commission expires: 04/30/2027 (Signed): [Signature]

Residing in Marion County, State Indiana

KARLA HAMILTON
Notary Public - Seal
Marion County - State of Indiana
Commission Number NP0720066
My Commission Expires April 30, 2027

CONTRACTORS BID FOR PUBLIC WORK – FORM 96

PART I

(To be completed for all bids. Please type or print)

Date: March 13, 20231. Governmental Unit (Owner): Department of Engineering/City of Fishers, Indiana2. County: Hamilton3. Bidder (Firm): CC&T Construction Co., IncAddress: 5051 Prospect StreetCity/State: Indianapolis, IN 462034. Telephone Number: 317-356-6385 AND/OR 317-590-8035

5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Fishers ADA Improvements 2023

(Governmental Unit) in accordance with plans and specifications prepared by _____

Department of Engineering/City of Fishers, and dated March 13, 2023 for the sum ofTwo hundred seven thousand seven hundred Fifteen & 00/100 \$ 207,715.00

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS
(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this 13 day of March, 2023, subject to the following conditions: _____

Contracting Authority Members:

PART II

(For projects of \$100,000 or more – IC 36-1-12-4)

Governmental Unit: Fishers ADA Improvements 2023
Bidder (Firm) CC&T Construction Co., Inc
Date: March 13, 2023

These statements to be submitted under oath by each bidder with and as a part of his bid.
Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	When Completed	Name and Address of Owner
354,019	Curb & Walk	05/2022	City of Monon
211,437	Curb & Walk	04/2022	City of Noblesville
166,632	Curb & Walk	12/2022	City of Greenwood
17,064	Curb & Walk	06/2022	Merritt Contracting

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
1,460,328	Curb & Walk	09/01/2023	Milestone Contractors L.P
879,840	Curb & Walk	04/28/2023	City of Noblesville
158,314	Curb & Walk	12/15/2023	City of Carmel

3. Have you ever failed to complete any work awarded to you? No If so, where and why?

4. List referenced from private firms for which you have performed work.

Milestone Contractors-Greg Nolting-317-788-6885

Grady Brothers- Tom Grady-317-244-3343

E&B Paving-April Ryan-317-773-4132

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. (Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)
Obtained plans and specifications, visted job site locations
2. Please list the names and addresses of all subcontractors (i.e. persons or firms outside your own firm who have performed part of the work) that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.
No Subcontractors
3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.
Not subletting
4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.
Please find attached Equipment list
5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body

awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON-COLLUSION AFFADAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at CC&T Construction Co., Inc this 13 day of March, 2023

CC&T Construction Co., Inc

(Name of Organization)

By Tony Page

President

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)

COUNTY OF Marion)

Before me, a Notary Public, personally appeared the above-named Tony Page and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 13 day of March, 2023.

Karla Hamilton
Karla Hamilton Notary Public

My Commission Expires: 04/30/2027

County of Residence: _____

DESCRIPTION	MODEL	ID/SERIAL #	VALUE	CHANGE TO	UNIT # & 4"	
CATERPILLER BACKHOE 18" BUCKET	420E	H4504498	\$40,000.00	\$30,000.00	900	verified ins 2/21/23
SAITH-AIR COMPRESSOR	200	Z005344	\$5,000.00	OK		verified ins 2/21/23
POWER CUMBER	7576	57C01-07-0431936	\$120,000.00	\$100,000.00		verified ins 2/21/23
WACKER COMPACTOR		6661847	\$1,400.00	\$2,000.00		verified ins 2/21/23
CATERPILLER BACKHOE 18" BUCKET	420/18168	UV60500075	\$1,500.00	OK		verified ins 2/21/23
CATERPILLER BACKHOE 18" BUCKET	420F	DE811002111	\$1,500.00	OK		verified ins 2/21/23
CATERPILLER EXTENDABLE 12" BUCKET	21058A	CAT04D0PSX802566	\$57,000.00	\$51,300.00	905	verified ins 2/21/23
IZOHL		11296	\$5,000.00	OK		verified ins 2/21/23
5 & 7.5 SCREED SYSTEM, HYDRAULIC WRENCH & SHIP HONDA MOTOR			\$8,786.00	\$8,000.00		verified ins 2/21/23
NISSAN FORKLIFT		30U12W1310	\$5,500.00	OK		verified ins 2/21/23
BACKHOE	420E	CA100408CPMA01083	\$30,000.00	\$40,000.00	903	verified ins 2/21/23
SOLOR TECH FLASHING ARROWBOARD		528158	\$3,800.00	OK	AB01	verified ins 2/21/23
SOLOR TECH FLASHING ARROWBOARD		528213	\$3,800.00	OK	AB02	verified ins 2/21/23
SOLOR TECH FLASHING ARROWBOARD			\$3,800.00	OK	AB03	verified ins 2/21/23
BOBCAT SKID STEER	420	ALU112690	\$40,000.00	OK		verified ins 2/21/23
CAT 420 BACKHOE W/BUCKET SERIAL#2074918		DUL3235	\$56,000.00	OK	904	ins. changed from 2016 to 2012 2/16/2022 verified ins 2/21/23
CONCRETE WALK BEHIND SAW		901347927001	\$22,000.00	\$15,000.00		verified ins 2/21/23
ARROW DROP HAMMER		5511	\$5,000.00	OK		verified ins 2/21/23
HONDA GENERATOR	1000E	FAA1-1775664	\$2,300.00	\$1,000.00		verified ins 2/21/23
HONDA GENERATOR	3000	FAA1-1775664	\$3,100.00	ADD		verified ins 2/21/23
HONDA GENERATOR	185	004-91038BH	\$4,750.00	1/22/2019		verified ins 2/21/23
SOLIDAIR 185 AIR COMPRESSOR	NONE		\$4,329.00			verified ins 2/21/23
SKID LOADER ATTACHMENT	2108 SBA	AG5960	\$14,342.00	5/18/2020		verified ins 2/21/23
E-Z DRILL that Tony bought in Years 2/2020	N/A	N/A	\$1,980.00	3/4/2021		verified ins 2/21/23
UTL SKID LOADER HYDRAULIC AUGER QUICK ATTACH 12" & 18" BITS	N/A	N/A	\$9,300.00			verified ins 2/21/23
ATLAS PORTABLE AIR COMPRESSOR XAS 185 107 JOHN DEER ENGINE	N/A	N/A	\$8,717.00			verified ins 2/21/23
CECSDHC 3-36 49HP CAT DIESEL 36" GUARD 3 SPD 116" 767/767	N/A	N/A				verified ins 2/21/23

CC&T CONSTRUCTION, INC.

**Financial Statements
December 31, 2021 and 2020
With
Supplementary Information
December 31, 2021
(Reviewed)**

CC&T CONSTRUCTION, INC.

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Joseph S. La Rosa

Mary H. Riggle

Michael P. Merkel

Neal R. Stegemiller

Member Division of CPA Firms AICPA

Independent Accountants' Review Report

The Board of Directors
CC&T Construction, Inc.
Indianapolis, Indiana

We have reviewed the accompanying financial statements of CC&T Construction, Inc., which comprise the balance sheets as of December 31, 2021 and 2020, and the related statements of income, stockholders' equity and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of entity management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of CC&T Construction, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

Accountant's Conclusion

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Supplementary Information

The accompanying analysis of contracts in progress at December 31, 2021 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to the review procedures applied in our review of the basic financial statements. We are not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and do not express an opinion on such information.

LaRosa + Co., LLC

LaRosa & Co., LLC

Indianapolis, Indiana

February 4, 2022

Chamber of Commerce Building • 320 N. Meridian Street, Suite 328

Indianapolis, Indiana 46204-1722

Phone: 317 634-8777 • Fax: 317 634-8779

CC&T CONSTRUCTION, INC.

Balance Sheets December 31, 2021 and 2020

	2021	2020
ASSETS		
Current Assets:		
Cash and cash equivalents – Note 1	\$ 122,624	\$ 161,608
Contracts receivable, net of allowance including unconditional retainage – Note 2	1,199,382	641,427
Income taxes receivable	-	40,479
Contract assets, including conditional retainage – Note 3	16,090	-
Prepaid expenses	22,949	19,458
Total current assets	1,361,045	862,972
Property and Equipment, Net – Note 4	757,519	823,030
Total assets	\$ 2,118,564	\$ 1,686,002
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities:		
Current maturities of long-term debt – Note 6	\$ 37,819	\$ 54,640
Accounts payable	84,515	1,185
Accrued expenses	103,290	54,993
Amounts withheld from employees	45,890	31,644
Income taxes payable	4,459	-
Contract liabilities net of conditional retainage – Note 3	16,988	3,461
Total current liabilities	292,961	145,923
Deferred Income Taxes – Notes 1 and 10	138,800	153,000
Long-Term Debt – Notes 5 and 6	579,394	316,784
Total liabilities	1,011,155	615,707
Stockholder's Equity:		
Common stock, no par value: 1,000 shares authorized, 570 shares issued and outstanding	570	570
Additional paid-in capital	334,630	334,630
Retained earnings	772,209	735,095
Total stockholder's equity	1,107,409	1,070,295
Total liabilities and stockholder's equity	\$ 2,118,564	\$ 1,686,002

See accompanying notes and Independent Accountants' Review Report.

CC&T CONSTRUCTION, INC

Statements of Income For the Years Ended December 31, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Contract Revenues	\$ 5,390,694	\$ 5,239,186
Cost of Contract Revenues	<u>4,436,662</u>	<u>3,900,381</u>
Gross Profit on Contracts	954,032	1,338,805
General and Administrative Expenses	<u>920,989</u>	<u>1,234,620</u>
Income from Operations	<u>33,043</u>	<u>104,185</u>
Other Operating Income (Expense):		
Proceeds from lawsuit settlement – Note 12	-	17,207
Paycheck Protection Loan Forgiveness – Note 13	342,000	-
Gain on disposal of fixed assets	38,627	8,897
Interest expense	<u>(8,704)</u>	<u>(22,204)</u>
	<u>371,923</u>	<u>3,900</u>
Net Income Before Provision for Income Tax Expense	404,966	108,085
Provision for Income Tax Expense – Note 10	<u>25,852</u>	<u>43,314</u>
Net Income	<u>\$ 379,114</u>	<u>\$ 64,771</u>

See accompanying notes and Independent Accountants' Review Report.

CC&T CONSTRUCTION, INC

Statements of Stockholders' Equity For the Years Ended December 31, 2021 and 2020

	<u>Common Stock</u>	<u>Paid-in Capital</u>	<u>Retained Earnings</u>	<u>Stockholders' Equity</u>
Balances at December 31, 2019	\$ 570	\$ 334,630	\$ 670,324	\$ 1,005,524
Net Income	<u>-</u>	<u>-</u>	<u>64,771</u>	<u>64,771</u>
Balances at December 31, 2020	570	334,630	735,095	1,070,295
Dividends Paid	-	-	(342,000)	(342,000)
Net Income	<u>-</u>	<u>-</u>	<u>379,114</u>	<u>379,114</u>
Balances at December 31, 2021	<u>\$ 570</u>	<u>\$ 334,630</u>	<u>\$ 772,209</u>	<u>\$ 1,107,409</u>

See accompanying notes and Independent Accountants' Review Report.

CC&T CONSTRUCTION, INC.

**Statements of Cash Flows
For the Years Ended December 31, 2021 and 2020**

	<u>2021</u>	<u>2020</u>
Cash Flows From Operating Activities:		
Net income	\$ 379,114	\$ 64,771
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	154,418	152,035
Provision for deferred income taxes	(14,200)	8,000
Gain on disposal of fixed assets	(38,627)	(8,897)
Changes in assets and liabilities:		
Accounts receivable	(557,956)	749,102
Contract assets	(16,090)	29,187
Prepaid expenses	(3,491)	1,226
Income taxes receivable	40,479	(40,479)
Accounts payable	83,330	(95,155)
Contract liabilities	13,527	(10,182)
Accrued expenses	48,297	(17,772)
Income taxes payable	4,459	(31,137)
Amounts withheld from employees	14,246	7,634
Net cash provided by operating activities	<u>107,506</u>	<u>808,333</u>
Cash Flows From Investing Activities:		
Proceeds from sale of property and equipment	53,444	8,998
Purchase of property and equipment	<u>(103,723)</u>	<u>(168,466)</u>
Net cash used for investing activities	<u>(50,279)</u>	<u>(159,468)</u>
Cash Flows From Financing Activities:		
Proceeds from long-term debt	300,000	475,000
Payments on long-term debt	(54,211)	(1,038,389)
Dividends paid	<u>(342,000)</u>	<u>-</u>
Net cash used for financing activities	<u>(96,211)</u>	<u>(563,389)</u>
Net Increase (Decrease) in Cash and Cash Equivalents	(38,984)	85,476
Cash and Cash Equivalents, Beginning of Year	<u>161,608</u>	<u>76,132</u>
Cash and Cash Equivalents, End of Year	<u>\$ 122,624</u>	<u>\$ 161,608</u>
Supplemental Disclosure of Cash Flow Information:		
Cash payments for:		
Interest paid	\$ 8,704	\$ 22,204
Income taxes	-	75,800

See accompanying notes and Independent Accountants' Review Report.

CC&T CONSTRUCTION, INC.
Notes to Financial Statements

NOTE 1--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

Organization and Operations:

CC&T Construction, Inc. (the Company) is a specialty contractor involved with concrete installation and repair. The Company performs these activities for industrial, commercial and public sector customers located in central Indiana. The work is performed primarily under fixed-price contracts that vary in length but are normally completed within one year.

The significant accounting policies followed by the Company in the preparation of its financial statements are as follows:

Use of Estimates:

The preparation of financial statements in conformity with generally accepted accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. Management periodically evaluates estimates used in the preparation of the financial statements for continued reasonableness. Appropriate adjustments, if any, to the estimates used are made prospectively based upon such periodic evaluation. It is reasonably possible that changes may occur in the near term that would affect management's estimates with respect to the collectability of contract receivables, depreciation of property and equipment, accrual of property taxes, and the gross profit recognized on uncompleted construction contracts.

Revisions in estimated revenue from contracts are made in the year in which circumstances requiring the revision become probable.

Balance Sheet Classifications:

The Company includes in current assets and liabilities the following amounts that are in connection with construction contracts that may extend beyond one year: contract assets and contract liabilities (including retainage invoice to customers contingent upon anything other than the passage of time), capitalized costs to fulfill contracts retainage payable to sub-contractors and accrued losses on uncompleted contracts. A one-year time period is used to classify all other current assets and liabilities when not otherwise prescribed by the applicable accounting principles.

Cash and Cash Equivalents:

For purposes of reporting cash flows, the Company considers all highly liquid investments purchased with a maturity of three months or less at acquisition as cash and cash equivalents in the accompanying balance sheet. This includes cash on hand, amounts due from banks, and money market funds. At various times of the year, cash balances held at financial institutions were in excess of federally insured limits. However, the Company did not have any balances in excess of the federally insured limits at December 31, 2021. The Company has not experienced any losses in such accounts.

See Independent Accountants' Review Report.

CC&T CONSTRUCTION, INC.
Notes to Financial Statements

NOTE 1--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.):

Contracts Receivable:

Contract receivables are recorded when invoices are issued and are presented in the balance sheet, net of the allowance for doubtful accounts. Contract receivables past due more than 120 days are considered delinquent. When payment of retainage is contingent based upon the Company fulfilling its obligations under the contract, it does not meet the criteria to be included in contracts receivable and remains in the contract's respective contract asset or contract liability, determined on a contract-by-contract basis. Retainage for which the Company has an unconditional right to payment that is only subject to the passage of time are included in contracts receivable. Contract receivables are written off when they are determined to be uncollectible. The allowance for doubtful accounts is estimated based on the Company's historical losses, the existing economic conditions in the construction industry, and the financial stability of its customers. The Company's contract receivables serve as collateral for the Company's notes payable described in Notes 5 and 6. The carrying value of the Company's contract receivables approximates their fair value.

Revenue and Cost Recognition:

For contracts that are within the scope of FASB ASC 606, the Company performs the following five steps: (1) identify the contract(s) with a customer; (2) identify the performance obligations in the contract; (3) determine the transaction price; (4) allocate the transaction price to the performance obligations in the contract; and (5) recognize revenue when (or as) the entity satisfies a performance obligation.

The Company evaluates whether two or more contracts should be combined and accounted for as one single performance obligation and whether a single contract should be accounted for as more than one performance obligation. ASC 606 defines a performance obligation as a contractual promise to transfer a distinct good or service to a customer. A contract's transaction price is allocated to each distinct performance obligation and recognized as revenue when, or as, the performance obligation is satisfied. The Company's evaluation requires significant judgment and the decision to combine a group of contracts or separate a contract into multiple performance obligations could change the amount of revenue and profit recorded in a given period. The majority of the Company's contracts have a single performance obligation, as the promise to transfer the individual goods or services is not separately identifiable from other promises in the contract and, therefore, is not distinct.

Revenue related to contracts with customers is recognized over time as work is completed because of the continuous transfer of control to the customer (typically using an input measure such as costs incurred to date relative to total estimated costs at completion to measure progress). Costs that do not depict progress toward satisfaction of the performance obligation are included in contract costs with revenue recognized to the extent of such costs without any profit and include items such as uninstalled materials and re-work.

Revenue on contracts with customers is measured based on consideration specified in a contract with a customer, and excludes any amounts collected on behalf of third parties. Taxes assessed by a governmental authority that are both imposed on and concurrent with a specific revenue-producing transaction, that are collected by the Company from a customer, are excluded from revenue.

See Independent Accountants' Review Report.

CC&T CONSTRUCTION, INC.
Notes to Financial Statements

NOTE 1--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.):

Contract revenues are primarily derived from fixed-price construction contracts. The Company has determined that generally these fixed-price construction projects provide a distinct service and, therefore, qualify as one performance obligation as the promise to transfer the individual goods or services is not separately identifiable from other promises in the contracts and, therefore, not distinct. Revenue is recognized over time, because of the continuous transfer of control to the customer as work is performed at the customer's site and, therefore, the customer controls the asset as it is being constructed. The cost-to-cost measure of progress best depicts the transfer of control of assets to the customer, which occurs as costs are incurred.

Cost of revenue includes all direct material, labor, subcontract and other direct costs related to contract performance and those indirect construction costs, such as indirect labor, supplies, tools, repairs and depreciation. Subcontractor materials and labor and equipment are included in revenue and cost of revenue when management believes that the Company is acting as a principal rather than as an agent (i.e., the Company integrates the materials, labor and equipment into the deliverables promised to the customer). Changes to total estimated contract cost or losses, if any, are recognized in the period in which they are determined as assessed at the contract level. Pre-contract costs are expensed as incurred unless they are expected to be recovered from the client. Project mobilization costs are generally charged to project costs as incurred when they are an integrated part of the performance obligation being transferred to the client. Customer payments on construction contracts are typically due within 30 days of billing. General and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined.

The Company's contracts may include retention provisions to provide assurance to customers that the Company will perform in accordance with the contract terms. The retention provisions are not considered a significant financing component. The balances billed but not paid by customers pursuant to these provisions generally become due upon completion and acceptance of the project by the customer. The Company has determined that there are no significant financing components included in construction contracts as of December 31, 2021.

Contract Assets and Liabilities:

Contract assets represent revenue recognized in excess of amounts billed and include unbilled receivables (typically for cost reimbursable contracts) and contract work in progress (typically for fixed-price contracts). Unbilled receivables, which represent an unconditional right to payment subject only to the passage of time, are classified to contracts receivable when they are billed under the terms of the contract. Advances that are payments on account of contract assets have been deducted from contract assets. Contract liabilities represent amounts billed to clients in excess of revenue recognized to date. Retainage for which the Company has an unconditional right to payment that is only subject to the passage of time are classified as contracts receivable. Retainage subject to conditions other than the passage of time do not meet the definition of a receivable and are therefore included in contract assets and contract liabilities, as determined on a contract-by-contract basis. The Company anticipates that substantially all incurred cost associated with contract assets as of December 31, 2021 will be billed and collected within one year.

See Independent Accountants' Review Report.

CC&T CONSTRUCTION, INC.
Notes to Financial Statements

NOTE 1--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.):

Property and Equipment:

Property and equipment is stated at cost less accumulated depreciation and amortization. Depreciation and amortization is computed using the straight-line method over the estimated useful lives of the assets. The estimated useful service lives for the principal depreciable asset classifications are forty years for the building and five or seven years for construction equipment, transportation equipment, and office furniture and equipment. Additions, renewals, and betterments that significantly extend the life of the asset are capitalized. Expenditures for repairs and maintenance are charged to expense as incurred. Equipment is depreciated using the modified accelerated cost recovery system for tax purposes.

For assets sold or otherwise disposed of, the cost and related accumulated depreciation and amortization are removed from the accounts, and any related gain or loss is reflected in income for the period.

Income Taxes:

The Company accounts for income taxes in accordance with FASB ASC 740, Income Taxes. Income taxes are provided for the tax effects of transactions reported in the financial statements and consist of taxes currently due plus deferred taxes. Deferred income taxes arise from temporary differences between the tax basis of assets and liabilities and their reported amounts in the financial statements. These temporary differences relate to the methods used for depreciation of property and equipment, recognition of certain accrued expenses, the allowance for doubtful accounts and net operating loss carryforwards, net of valuation allowances determined as necessary by management. Enacted changes in tax rates and laws are recognized in the period in which they occur. Deferred income tax expense results from the change in the net deferred tax asset or liability between periods. The deferred tax asset is reduced by a valuation allowance if, based on the weight of evidence available, it is more likely than not some portion or all of a deferred tax asset will not be realized.

Tax positions are recognized if it is more likely than not, based on the technical merits, the tax position will be realized or sustained upon examination. The term "more likely than not" means a likelihood of more than 50%; the terms examined and upon examination also include resolution of the related appeals or litigation processes, if any. A tax position that meets the more-likely-than-not recognition threshold is initially and subsequently measured as the largest amount of tax benefit that has a greater than 50% likelihood of being realized upon settlement with a taxing authority that has full knowledge of all relevant information. The determination of whether or not a tax position has met the more-likely-than-not recognition threshold considers the facts, circumstances, and information available at the reporting date and is subject to management's judgment. As of December 31, 2021, there were no uncertain tax positions.

The Company recognizes interest and penalties on income taxes as a component of income tax expense.

Advertising Costs:

The Company expenses advertising costs as incurred. Advertising expense for 2021 and 2020 was \$4,724 and \$2,931, respectively.

See Independent Accountants' Review Report.

CC&T CONSTRUCTION, INC.
Notes to Financial Statements

NOTE 1--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.):

Date of Management's Review:

Management has evaluated subsequent events through February 4, 2022, which is the date the financial statements were available to be issued.

NOTE 2--CONTRACTS RECEIVABLE:

Contracts receivable include the following:

	December 31	
	2021	2020
Completed contracts	\$ 269,878	\$ 372,561
Contracts in progress	823,627	229,223
	1,093,505	601,784
Retainage receivable	117,877	45,843
	1,211,382	647,627
Less allowance for doubtful accounts	(12,000)	(6,200)
	<u>\$ 1,199,382</u>	<u>\$ 641,427</u>

Bad debt expense was \$5,800 in 2021. There was no bad debt expense 2020.

NOTE 3--REVENUE RECOGNITION:

The Company recognizes revenue based upon ASC Topic 606, "Revenue from Contracts with Customers."

Remaining Unsatisfied Performance Obligations

The Company's remaining unsatisfied performance obligations (RUPO) as of December 31, 2021, represent a measure of the total dollar value of work to be performed on contracts awarded and in progress, which is expected to be satisfied within the next year.

Although RUPO reflects business that is considered to be firm, cancellations, deferrals or scope adjustments may occur. RUPO is adjusted to reflect any known project cancellations, revisions to project scope and cost, and project deferrals, as appropriate.

See Independent Accountants' Review Report.

Notes to Financial Statements

NOTE 3--REVENUE RECOGNITION (cont.):

Information relative to contracts in progress, earnings thereon and related billings are summarized below:

	December 31	
	2021	2020
Costs incurred on uncompleted contracts	\$ 1,412,378	\$ 700,029
Estimated gross profit	775,414	311,523
Contract revenue earned on uncompleted contracts	2,187,792	1,011,552
Billings to date (including conditional retainage)	(2,188,690)	(1,015,013)
	<u>\$ (898)</u>	<u>\$ (3,461)</u>
Included in the accompanying balance sheets under the following caption:		
Contract assets	\$ 16,090	\$ -
Contract liabilities	(16,988)	(3,461)
	<u>\$ (898)</u>	<u>\$ (3,461)</u>

NOTE 4--PROPERTY AND EQUIPMENT:

Property and equipment include the following:

	December 31	
	2021	2020
Land and building	\$ 244,994	\$ 244,994
Construction equipment	728,210	848,883
Transportation equipment	1,230,554	1,171,547
Office furniture and equipment	5,337	4,365
	<u>2,209,095</u>	<u>2,269,789</u>
Accumulated depreciation and amortization	(1,451,576)	(1,446,759)
	<u>\$ 757,519</u>	<u>\$ 823,030</u>

Depreciation expense in 2021 and 2020 was \$154,418 and \$152,035, respectively.

NOTE 5--NOTES PAYABLE TO BANK:

On August 25, 2015, the Company entered into a business loan agreement with the bank, evidenced by two notes bearing the same date, which provided for (1) a \$600,000 working capital line of credit to be used to refinance its existing working capital line of credit and for other short-term needs and (2) a \$492,053 term loan to be used to refinance the existing term loan. Borrowings under the line of credit bear interest at the variable one-month LIBOR rate plus 3.25% (3.400% at August 25, 2015). The term loan is a five-year loan with monthly payments of principal and interest of \$3,939. This note bears interest at 5.00% and was to mature on August 15, 2020. Borrowings under the agreement are cross collateralized by all chattel paper, accounts, real estate and equipment of the Company owned or hereafter acquired. The agreement was personally guaranteed by the Company's stockholder.

On July 23, 2020, the Company entered into a business loan agreement with the bank, evidenced by two notes bearing the same date, which provided for renewal of the working capital line of credit as discussed in the preceding paragraph and a \$367,925 term loan to be used to refinance the existing term loan.

See Independent Accountants' Review Report.

CC&T CONSTRUCTION, INC.
Notes to Financial Statements

NOTE 5--NOTES PAYABLE TO BANK (cont.):

Borrowings under the line of credit bear interest at the variable one-month LIBOR rate plus 3.25% (3.400% at July 23, 2020). The term loan is a five-year loan with monthly payments of principal and interest of \$3,939. This note bears interest at 3.25% and matures on August 15, 2025. Borrowings under the agreement are cross collateralized by all chattel paper, accounts, real estate and equipment of the Company owned or hereafter acquired. The agreement was personally guaranteed by the Company's stockholder.

On July 2, 2021, the Company renewed the working capital line of credit under a new agreement which matures on June 23, 2023. The working capital line of credit provides for an \$800,000 line of credit. The unused line of credit at December 31, 2021 was \$500,000. The agreement continues with the same collateral and personal guarantees.

NOTE 6--LONG-TERM DEBT:

Long-term debt includes the following:

	December 31	
	2021	2020
Note payable to bank; payable in monthly installments of \$3,939, including interest at 3.25% per annum, due August 15, 2025; secured by accounts, real estate and personal guarantee of stockholder (see Note 5)	\$ 317,213	\$ 353,378
Note payable to bank; interest payable monthly at 3.55% per annum, due June 30, 2023, secured by accounts and personal guarantee of stockholder (See Note 5)	300,000	-
Installment equipment note; interest payable at 6.5% in varying monthly amounts through December 2021; secured by related equipment and personal guarantee of stockholder	-	18,046
	617,213	371,424
	(37,819)	(54,640)
Deduct: Current portion of long-term debt	\$ 579,394	\$ 316,784

Aggregate maturities on long-term debt as of December 31, 2021 are as follows:

Year Ending December 31	
2022	\$ 37,819
2023	338,641
2024	39,912
2025	200,841
	\$ 617,213

The carrying value of the long-term debt as of December 31, 2021 approximates its fair market value.

See Independent Accountants' Review Report.

CC&T CONSTRUCTION, INC.
Notes to Financial Statements

NOTE 7--OPERATING LEASE AGREEMENTS:

The Company rents equipment under month-to-month operating leases, which are cancelable. Rent expense paid for operating leases was \$16,526 and \$13,199 for 2021 and 2020, respectively. Implementation of Accounting Standards Update 2016-02, *Leases*, which is effective January 1, 2022, will not have a material effect on the Company.

NOTE 8--RETIREMENT PLAN:

In February 2017, the Company adopted a SIMPLE IRA retirement plan that covers eligible non-union employees. Contributions to the plan are made based upon the provisions of the plan. The Company made contributions of \$15,803 in 2021 and \$14,932 in 2020.

NOTE 9--PENSION PLANS:

The Company contributes to a number of union-sponsored multiemployer defined benefit pension plans under the terms of collective-bargaining agreements that cover its union-represented employees. The risks of participating in these multiemployer plans differ from single-employer plans. The potential risks include, but are not limited to, the use of the Company's contributions to provide benefits to employees of other participating employers, the Company becoming obligated for other participating employers' unfunded obligations, and, upon the Company's withdrawal from a plan, the Company being required to pay the plan an amount based on the underfunded status of the plan, referred to as a withdrawal liability. The Company currently has no intention of withdrawing from the plans.

The plans in which the Company participated for the years ended December 31, 2021, and 2020 are summarized in the table below. The "EIN/Pension Plan Number" provides the Employer Identification Number (EIN) and the three-digit plan number, if applicable. The zone status included in the table is based on the certified information received from the plan for the most recent year available. Among other factors, plans in the red zone generally are less than 65 percent funded, plans in the yellow zone are between 65 percent and 80 percent funded, and plans in the green zone are at least 80 percent funded. The "FIP/RP Status Pending/Implemented" column indicates plans for which a financial improvement plan (FIP) or rehabilitation plan (RP) is either pending or has been implemented. The last column lists the expiration date of the collective-bargaining agreement. The Company did not provide more than 5 percent of the total contributions to any plan. The number of employees covered by the Company's multi-employer plans increased from 2020 to 2021 as a result of an increase in the Company's number of contracts currently in process and the change in overall economics. This increase affected the comparability of the contributions for these two years.

See Independent Accountants' Review Report.

CC&T CONSTRUCTION, INC.
Notes to Financial Statements

NOTE 9--PENSION PLANS (cont.):

Pension Fund and EIN Plan #	Pension Protection Act		FIP/RP Status Pending/Implemented	Contributions		Surcharge Imposed	Collective Bargaining Agreement Expiration Date
	<u>Zone</u>	<u>Status</u>		<u>2021</u>	<u>2020</u>		
A	Red	Red	Implemented	\$ 220,271	\$ 194,271	Yes	3/31/2022
B	Green	Green	No	41,823	42,953	No	3/31/2022
C	Red	Red	Implemented	5,989	9,141	Yes	3/31/2022
				<u>\$ 268,083</u>	<u>\$ 246,365</u>		

A = Laborers' International Union of North America National (Industrial) Pension Fund #52-6074345

B = Central Pension Fund of the International Union of Operating Engineers and Participating Employees #36-6052390

C = Central States Southeast and Southwest Areas Pension Fund #36-6044243

NOTE 10--INCOME TAXES:

The components of income tax expense are as follows:

	Years Ended December 31	
	<u>2021</u>	<u>2020</u>
Current	\$ 40,052	\$ 35,314
Deferred	(14,200)	8,000
Income tax expense	<u>\$ 25,852</u>	<u>\$ 43,314</u>

Deferred income tax asset and liability components are as follows:

	December 31	
	<u>2021</u>	<u>2020</u>
Deferred tax asset (liability), net of valuation allowance:		
Non-deductible accrued expenses	\$ 4,200	\$ 2,700
Tax depreciation in excess of book depreciation	(143,000)	(155,700)
Deferred tax asset (liability)	<u>\$ (138,800)</u>	<u>\$ (153,000)</u>

The Company accounts for and discloses income tax liabilities and expenses under authoritative guidance issued by the Financial Accounting Standards Board. The Company's income tax provision differs from the benefit or expense calculated at the statutory rate primarily as a result of non-deductible expenses, non-taxable loan forgiveness (see Note 13), and the deduction for Federal tax purposes of state income taxes. Tax years since 2018 remain subject to examination by major tax jurisdictions.

See Independent Accountants' Review Report.

CC&T CONSTRUCTION, INC.
Notes to Financial Statements

NOTE 10--INCOME TAXES (cont.):

The Company paid did not pay income taxes in 2021 and paid income taxes of \$75,800 in 2020, respectively. Due to tax laws denying the deduction of entertainment expenses and non-taxable loan forgiveness, the effective income tax rates were approximately 6% and 40% for 2021 and 2020, respectively.

NOTE 11--CONCENTRATION RISK:

As of December 31, 2021 and 2020, the following percentages of business were transacted with the following customers:

<u>Customer</u>	<u>Contract Receivables</u>		<u>Contract Revenues</u>	
	<u>2021</u>	<u>2020</u>	<u>2021</u>	<u>2020</u>
#1	77%	-	35%	8%
#2	3%	8%	12%	13%
#3	-	-	7%	-
#4	-	6%	7%	2%
#5	-	-	7%	11%
#6	-	-	5%	-
#7	2%	2%	5%	8%
Other	18%	84%	22%	58%

The Company's policy is not to require collateral on contract receivables because of special rights afforded to parties of contractual agreements.

The Company purchased approximately 67% and 59% of its materials from one vendor in 2021 and 2020, respectively. The Company purchased approximately 9% and 7% of its materials from a second vendor in 2021 and 2020, respectively. The Company purchased approximately 7% and 5% of its materials from a third vendor in 2021 and 2020, respectively.

At December 31, 2021, a substantial portion of the Company's workforce is union-represented subject to collective bargaining agreements which expire on various dates. The individual unions may limit the Company's flexibility in dealing with its workforce. Any work stoppage or instability within the workforce could delay the ability to satisfy commitments under existing contracts with customers in the manner management anticipated when developing contract estimates used in preparing these financial statements. This could cause severe negative impacts to the Company, including possible penalties for delayed contract performance, strained relationships with existing customers, impacts on the Company's ability to obtain future contracts, and cause a loss of revenues, any of which could adversely affect our operations.

NOTE 12--PROCEEDS FROM LAWSUIT SETTLEMENT:

The Company was a claimant in a class action lawsuit involving the concrete antitrust litigation with various concrete suppliers. The Company received \$17,207 from the settlement fund of this litigation during 2020. The Company anticipates that any amounts to be received in the future will not be significant.

See Independent Accountants' Review Report.

CC&T CONSTRUCTION, INC.
Notes to Financial Statements

NOTE 13--PROCEEDS FROM LOAN FORGIVENESS:

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) was signed into law. The CARES Act provided assistance to small businesses under a Paycheck Protection Program (PPP) loan designed to provide a direct incentive to maintain their workforce. Borrowers meeting certain eligibility requirements are then able to apply for loan forgiveness. In March 2021, the Company entered into a loan agreement with a bank in the aggregate amount of \$342,000, which was guaranteed by the Small Business Administration (SBA). The loan bears interest at 1% and has a maturity date of two years, with payments beginning ten months after the end of a defined covered period. No collateral or personal guarantees were required.

In August 2021, the Company applied for loan forgiveness under terms of the PPP loan. The bank and the SBA approved loan forgiveness in September 2021. The Company recognized income from the loan forgiveness in the amount of \$342,000.

See Independent Accountants' Review Report.

SUPPLEMENTARY INFORMATION

CC&T CONSTRUCTION, INC.

Analysis of Contracts in Progress at December 31, 2021

Contract Number	<u>Total Contract</u>			<u>From Inception to December 31, 2021</u>					<u>At December 31, 2021</u>		
	Revenues	Estimated Costs	Estimated Profit	Costs Incurred	Gross Profit	Revenues Earned	Billings Rendered To Date	Contract Assets	Contract Liabilities		
2102	\$ 289,411	\$ 205,219	\$ 84,192	\$ 202,900	\$ 83,242	\$ 286,142	\$ 270,052	\$ 16,090	-		
2105	63,000	55,094	7,906	30,899	4,434	35,333	46,000	-	\$ 10,667		
2108	1,864,560	1,175,911	688,649	1,172,982	686,934	1,859,916	1,864,560	-	4,644		
2113	13,000	11,369	1,631	5,597	804	6,401	8,078	-	1,667		
	\$ 2,229,971	\$ 1,447,593	\$ 782,378	\$ 1,412,378	\$ 775,414	\$ 2,187,792	\$ 2,188,690	\$ 16,090	\$ 16,988		

See Independent Accountants' Review Report.

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

CC&T Construction, Inc.

5051 Prospect Street

Indianapolis, IN 46203

SURETY:

(Name, legal status and principal place

of business) Philadelphia Indemnity Insurance Company

One Bala Plaza East, Suite 100

Bala Cynwyd, PA 19004

OWNER:

(Name, legal status and address) City of Fishers

One Municipal Drive

Fishers, IN 46038

BOND AMOUNT: ***FIVE PERCENT OF THE TOTAL AMOUNT BID*** (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Fishers ADA Improvements 2023

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8 day of March, 2023

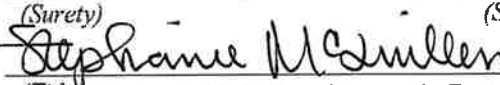

(Witness)


(Witness)

CC&T Construction, Inc.
(Contractor as Principal) (Seal)

Pres: 
(Title) Tony Page

Philadelphia Indemnity Insurance Company
(Surety) (Seal)


(Title) Stephanie McQuillen, Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Michael Ward, Michele James, Denise Nelson, Deborah L. Williams, Stephanie McQuillen, Julieann Johnston, and Shelley M. Kuhn of Huntington Insurance, Inc.** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, **PHILADELPHIA INDEMNITY INSURANCE COMPANY** HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



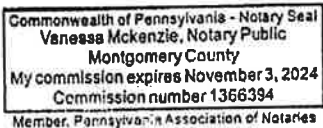
(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 8th day of March, 2023



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

PHILADELPHIA INDEMNITY INSURANCE COMPANY

Statutory Statements of Admitted Assets, Liabilities and Capital and Surplus (in thousands, except par value and share amounts)

Admitted Assets

	As of December 31,	
	2021	2020
Bonds (fair value \$8,447,694 and \$8,041,263)	\$ 8,102,442	\$ 7,601,946
Preferred stocks (fair value \$19,262 and \$16,537)	19,262	15,673
Common stocks (cost \$44,923 and \$52,609)	43,194	43,373
Mortgage loans	957,986	821,250
Real estate	29,408	29,973
Other invested assets (cost \$194,229 and \$203,028)	218,926	215,589
Receivables for securities sold	152	943
Cash, cash equivalents and short-term investments	128,587	34,279
Cash and invested assets	9,499,957	8,763,026
Premiums receivable, agents' balances and other receivables	914,676	908,602
Reinsurance recoverable on paid loss and loss adjustment expenses	45,200	38,737
Accrued investment income	74,000	74,070
Receivable from affiliates	5,171	7,586
Federal income taxes receivable	8,144	-
Net deferred tax assets	141,943	138,129
Other assets	9,953	4,997
Total admitted assets	\$ 10,699,044	\$ 9,935,147

Liabilities and Capital and Surplus

Liabilities:

Unpaid loss and loss adjustment expenses	\$ 5,436,808	\$ 5,218,304
Unearned premiums	1,658,339	1,582,116
Reinsurance payable on paid loss and loss adjustment expenses	35,820	30,398
Ceded reinsurance premiums payable	130,474	108,936
Commissions payable, contingent commissions and other similar charges	228,628	214,389
Federal income taxes payable	-	8,480
Funds held	77,317	77,256
Payable to affiliates	19,465	18,486
Provision for reinsurance	471	87
Payable for securities purchased	19,045	17,820
Accrued expenses and other liabilities	47,213	32,170
Total liabilities	7,653,580	7,308,442

Capital:

Common stock, par value of \$10 per share; 1,000,000 shares authorized, 450,000 shares issued and outstanding	4,500	4,500
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Surplus:

Gross paid-in and contributed surplus	386,071	386,071
Unassigned surplus	2,654,893	2,236,134
Total surplus	3,040,964	2,622,205
Total capital and surplus	3,045,464	2,626,705
Total liabilities and capital and surplus	\$ 10,699,044	\$ 9,935,147

The undersigned, being duly sworn, says: That she is the Executive Vice President and Chief Financial Officer of Philadelphia Indemnity Insurance Company; that said Company is a corporation duly organized in the state of Pennsylvania, and licensed and engaged in the State of Pennsylvania and has duly complied with all the requirements of the laws of the said State applicable of the said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress. And that to the best of her knowledge and belief the above statement is a full, true and correct statement of

Attest:

Sworn to before me this 2nd day of June 2022.

DocuSigned by:

Karen Gilmer-Pauciello

Karen Gilmer-Pauciello, EVP & CFO

Kimberly Kessleski, Notary

Commonwealth of Pennsylvania - Notary Seal
Kimberly A. Kessleski, Notary Public
Montgomery County
My commission expires December 18, 2024
Commission number 1245769
Member, Pennsylvania Association of Notaries

Contract Documents, Plans & Specifications

for

ADA ramp Improvements

FISHERS ADA IMPROVEMENTS - 2023

Prepared for:

Department of Engineering

City of Fishers, Indiana
11565 Brooks School Rd
Fishers, IN 46037



Certified by:

February 21st, 2023

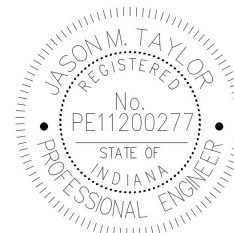
A handwritten signature in black ink, appearing to read "J. Taylor", written over a horizontal line.

Jason Taylor, P.E.
Director of Engineering

Prepared By:

Department of Engineering

City of Fishers, Indiana
Three Municipal Drive
Fishers, IN 46038



CONTRACT DOCUMENTS FOR

REMOVAL AND REPLACEMENT OF SIDEWALK for ADA IMPROVEMENTS

FISHERS ADA IMPROVEMENTS - 2023

CITY OF FISHERS, INDIANA

Scott Fadness, Mayor

FISHERS BOARD OF PUBLIC WORKS & SAFETY

Scott Fadness, Mayor

Jeff Lantz, Member

Jason Meyer, Member

Lindsey Bennett, City Attorney

DEPARTMENT OF ENGINEERING

DEPARTMENT OF PUBLIC WORKS

Three Municipal Drive

Fishers, IN 46038

Jason Taylor, P.E.

Director of Engineering

Eric Pethtel

Director of Public Works

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SECTION A-1

SCOPE OF WORK

The work set out in this contract is located within the City of Fishers, Indiana. More specifically it is located within the following neighborhoods:

Oxford, Harvard, and Princeton Parks Subdivisions

The proposed work entails the completion of removal and replacement of previously identified sidewalk ADA ramps and adjacent panels to improve ADA compliance.

The successful bidder shall furnish all labor, tools, equipment, materials, supplies and services necessary to accomplish the work in accordance with the drawings, specifications and special provisions attached hereto and made a part of these specifications.

All work is to be completed within a maximum of:
60 consecutive calendar days

from the issuance of the Notice to Proceed by the City of Fishers.

NOTICE TO BIDDERS

Sealed bids for construction of ADA Curb Ramps and adjacent sidewalk panels in the: Harvard Park, Oxford Park, and Princeton Park Subdivisions (on Eller Road) of the City of Fishers, Indiana will be received by the:

**Department of Engineering
11565 Brooks School Rd
Fishers, Indiana 46038
until 10:00 AM local time on the 13th day of March 2023**

at which time and place all bids will be publicly opened and read aloud.

Any bids received after the above specified time and date will be returned to bidders unopened. This project will be funded wholly with Federal money under the Community Development Block Grant (CDBG).

Bidding and Contract Documents including Drawings and Specifications may be examined in the office of the Department of Engineering, 11565 Brooks School Rd, Fishers, Indiana 46037.

Copies of all Contract Documents, including Drawings and Specifications may be obtained on or after February 22nd, 2023 from the Department of Engineering at the above stated address between the hours of 8:30 AM and 4:30 PM Monday through Friday, except holidays. There will be a charge of \$50.00 for each set of plans with specifications.

Additionally, digital Bid Documents and Plans can be obtained for a fee of \$50 via this link: <https://fishersin.viewpointcloud.com/categories/1079/record-types/1006533> Partial sets will not be sold. All checks are to be made payable to the City of Fishers. The \$50.00 charge is Not Refundable.

All materials furnished and labor performed incidental to and required by the proper and satisfactory execution of the Contract to be made shall be furnished and performed in accordance with requirements from the Drawings and Specifications included with these Contract Documents.

A **mandatory Pre-Bid Conference** for discussion of the Project, the bidding requirements and other important matters will be held on **March 8th, 2022 at 1:00pm. Please note that this will be a virtual meeting. Please contact the Department of Engineering at 317-595-3160 for information on accessing this virtual meeting.** All prospective bidders are required to attend the Pre-Bid Conference. For special accommodations required for handicapped individuals planning to attend the Pre-Bid Conference or public bid opening meeting, please call or notify the City of Fishers at (317) 595-3160 at least forty-eight (48) hours prior thereto.

No bids shall be withdrawn for a period of sixty (60) calendar days after the bid opening without written consent of the Fishers Board of Public Works.

A certified check or bank draft, payable to the order of the City of Fishers, negotiable U.S. Government Bonds (at par value) or a satisfactory Bid Bond executed by the Bidder and acceptable surety, in an amount equal to five percent (5%) or the total amount of the bid shall be submitted with each bid. Bid Guaranty will be returned to unsuccessful bidders upon selection of the successful bidder. Bid Guaranty of the successful bidder will be returned upon the signing of contracts and submission of performance and payment bonds to the City of Fishers.

Bids may be held for a period not to exceed sixty (60) days from the date of Bid Opening for the purpose of reviewing the Bids and investigating the qualifications of the Bidders prior to the award of a Contract.

Attention is called to the fact that no less than minimum salaries and wages as set forth in the Contract Documents must be paid on this Project and that the Contractor must ensure that all employees and applicants for employment are not discriminated against because of their race, creed, color, sex or national origin.

Contractor/bidders shall be aware that this project is covered under the provisions of the Davis-Bacon Prevailing Wage Act. All laborers, mechanics, and personnel working on this project shall be paid at a minimum according to the prevailing wages indicated in the Wage Decision contained in the project manual.

The work to be performed under this Contract is on a Project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the Affirmative Action Requirements contained in Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u and Executive Order 11246, as amended. Women and Minority Owned businesses qualified to perform the work contemplated by this solicitation are encouraged to Bid.

The City of Fishers reserves the right to reject any or all bids or to waive any informalities in the bidding to the extent permitted by law.

Jason Taylor
Director of Engineering
Department of Engineering
City of Fishers, Indiana

Dated this 16th day of February 2023.

To be Published:

February 22nd, 2023 and March 1st, 2023: Noblesville Times

February 24th, 2023 and March 3rd, 2023: *Indianapolis Recorder*

**NOTICE OF
REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(Executive Order 11246)**

1. The Offeror's or Bidders' attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetable	Goals for minority participation in each trade	Goals for female participation in each trade

Until Further Notice	3.1	6.9

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR Part 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting for this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor, estimated dollar amount of the subcontract, estimated starting and completion dates of the

subcontract, and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is coextensive with the political jurisdiction of the City of Fishers, Indiana.

EQUAL EMPLOYMENT OPPORTUNITY

Executive Order 11246
(30 F.R.12319-25)

CFR 41-60-1.4

Sec. 202. Except in contracts exempted in accordance with Section 204 of this order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractors' commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor for purposes of investigation to ascertain compliance with each rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clauses of the contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or part the contractor may be declared ineligible for Government contracts in

Executive Order 11246 (Subpart B Section 202 cont.)

accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contract will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of Secretary of Labor pursuant to Section 202 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the contractor becomes involved in, or as threatened with, litigation with a sub-contractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

SECTION A-2

INSTRUCTION TO BIDDERS

1. IDENTIFICATION AND SUBMISSIONS OF BID PROPOSAL FORM

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

BID FOR: FISHERS ADA IMPROVEMENTS – 2023

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 Architect/Engineer. A single ink line shall be drawn through item being modified, and modification shall be printed or typed directly above.

3. WITHDRAWAL OF PROPOSAL

Any bidder may withdraw his bid proposal at any time until scheduled time for opening of bid proposals. No bid proposals shall be withdrawn after scheduled time for opening of bid proposals without consent of Local Public Agency (Owner) or for a period of 60 calendar days.

4. AWARD OF CONTRACT

- a. Contract: The Contract shall be deemed to have been awarded when Notice of Award shall have been served upon the awardee by an officer or agent of the Local Public 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 the extent provided by law.
- c. Security: The Security shall be released to unsuccessful bidders when a contract has been awarded, but in no case longer than the 60-day period set for holding of bids.

5. EXECUTION OF CONTRACT AGREEMENT

- a. Contract: The Contract shall be on a form as provided by Local Public Agency (Owner). All parties shall examine the contract before being executed.
- b. Contract: The Contract shall be executed within ten (10) days after award of Contract unless all parties agree upon an extension of time.

6. SITE EXAMINATION

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

7. QUESTIONS

- a. Interpretation or explanation of Contract Documents will be made by Local Public Agency (Owner). 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 Local Public Agency (Owner) a written request for an interpretation. Any interpretation of such Contract Documents will be made by addendum issued.
- b. Architect/Engineer may issue addendum during time of bidding, but not later than three (3) days before bid opening time. Addenda shall be e-mailed or delivered to each person receiving a set of Contract Documents, and to such other prospective bidders who shall have requested that they be furnished with a copy. All addenda shall be noted and dated in the Bid Proposals Form, and in closing the Contract, shall become a part thereof.

8. SUBSTITUTIONS

Where, in the Specifications, one or more certain materials, trade names, or articles of certain manufacture are mentioned, it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting competition. Other names of materials can be used, if in the opinion of the Architect/Engineer, they are equal in durability and efficiency to those mentioned and of a design in harmony with the work outlined, and the Architect/Engineer gives written approval of said substitution before the articles and materials are ordered by the Contractor.

9. BASIS OF BID PROPOSAL

- a. Legal and Acceptable Bids: Bids shall only be from Contractors regularly engaged in the field of business, for the construction, as specified.
- b. Start: Contractor shall commence work within 10 calendar days after issuance of Notice to Proceed and shall complete each division of the work within the period of time indicated in the contract documents.
 - a. Coordination: Contractor shall be obligated to commence, carry on, coordinate, and complete work in its various stages so that the whole job will be accomplished in a

scheduled manner, and within the completion time set forth.

- b. Delays: Delays in construction caused by conditions definitely beyond the control of Contractor shall be reason for extension of completion date.

10. PREPARATION OF BID PROPOSAL FORMS

- a. Copies: Copies shall be submitted on forms provided (approved by State Board of Accounts). One (1) copy shall be submitted.
- b. Amounts: Amounts shall be written with ink or typewriter in words and figures where requested. Should there be any discrepancies between words and figures indicating any amount in the proposal, amount written in words shall be taken as the correct amount.
- c. Spaces for amount of bids not bid upon shall be filled in with "NO BID" so that all blanks are filled.
- d. Signatures: Any bid proposal not signed by the "individual" making same shall have attached to it a Power of Attorney, evidencing authority to sign bid name of person for whom it is signed.
- e. Partnership: Bid Proposal signed for a "partnership" shall be signed by all partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to bid a Power of Attorney, evidencing authority to sign bids, executed by the partners.
- f. Corporation: Bid Proposals that are submitted by a "corporation" shall have correct corporate name and signature of the President (or other authorized officer of the corporation) and Secretary, manually written below corporate name, following the word "By", and shall have affixed the corporate seal.
- g. Exceptions: Limited or Qualified bid proposals will not be accepted.

11. BID SECURITY

- a. Each bid proposal shall be accompanied by a Bid Bond, Cashiers Check, or Certified check in the monetary amount of not less than five percent (5%) of the total bid submitted, including any add alternates as a good faith deposit that if the Local Public Agency (Owner) accepts the proposal the bidder will enter into a contract and furnish good and sufficient surety for the faithful performance of such contract and for prompt payments for labor and material furnished in the prosecution of the contract.
- b. In the event of the failure of the successful bidder to enter such contract and give such bond or bonds, the difference not to exceed the amount specified in the acceptable bid

and such larger amount for which the Local Public Agency (Owner) may in good faith contract with another party to perform the work covered by said bid shall be paid to the Local Public Agency (Owner) by said successful bidder.

12. PERFORMANCE, LABOR AND MATERIAL BONDS

Successful contractor must furnish a Performance Bond, and Labor and Material Payment Bond. Bonds shall be submitted on the forms provided in the Contract Documents, or their acceptable equivalent. Cost of Bonds will not be paid for directly by the Local Public Agency (Owner) but shall be included in cost of other items in the "Base Bid". Bonds shall remain in effect for one year from date of final acceptance of the project. Bonds shall be payable to the Local Public Agency.

13. SALES TAX EXEMPTION

Local Public Agency (Owner) is exempt from payment of Indiana Sales or Use Tax, and will furnish the Contractor with necessary exemption number at the proper time.

14. BID TABULATIONS

After the proposals are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the Itemized Bid by the unit bid prices. The results of such comparisons will be available immediately to the public. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern.

15. UNIT BID PRICES ON ALTERNATE BIDS

If Alternate Bids are included in the Contract, the unit bid price for each applicable item on the Alternate Bids shall be the same as the unit bid price for that item on the Base Bid.

16. PROPOSAL CONTENTS

All bid proposals shall include properly executed:

1. Bid Proposal Form
2. Non-Collusion Affidavit
3. Bid Security
4. Certification of Non-Segregated Facilities
5. Standard Questionnaire and Financial Statement for Bidders, General Form No. 96 (Revised 2013), prescribed by the

- Indiana State Board of Accounts, not older than ninety (90) days.
6. Certification of Anti-Lobbying
 7. Certification Regarding Drug-Free Workplace
 8. Any and all addenda issued prior to bidding

SECTION A-3
CONTRACTOR'S BID

FOR ADA IMPROVEMENTS PROJECTS

Project Name: FISHERS ADA IMPROVEMENTS - 2023

To: Board of Public Works
City of Fishers, Indiana

Pursuant to notices given, the undersigned proposes to furnish all material and labor necessary to complete the removal and replacement of Sidewalk ADA ramps and adjacent sidewalk for ADA improvements contemplated by the above named Project in accordance with the Contract Documents and Drawings prepared by the Fishers Department of Engineering, dated the 21ST day of February, 2023, and now on file in the office of the City of Fishers Department of Engineering, 11565 Brooks School Road, Fishers, Indiana 46037 for the following amounts:

ITEMIZED BID**BASE BID**

PROJECT NAME: FISHERS ADA IMPROVEMENTS - 2023

DESCRIPTION: Removal and replacement of sidewalk ADA ramps and adjacent sidewalk for ADA improvements

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT COST	ITEM COST
1	Sidewalk, Concrete	SYS	600		
2	Curb Ramp, Concrete	SYS	210		
3	Curb and Gutter, Roll Curb	LFT	720		
4	Curb and Gutter, Concrete	LFT	360		
5	Detectable Warning	SYS	86		
6	Mulched Seeding	SYS	575		
7	Sidewalk, Concrete, Remove	SYS	600		
8	Curb and Gutter, Remove	LFT	1180		
9	Mobilization and Demobilization	LS	1		
10	Construction Engineering	LS	1		
11	Maintenance of Traffic	LS	1		
	PROJECT TOTAL				
	ramps		60	Avg	

TOTAL BID _____

COMPLETION TIME, NUMBER OF CALENDAR DAYS 60 Days

CONTRACTOR (BIDDER):

ADDRESS:

BY: _____

TITLE: _____

SIGNED: _____

DATE: _____

Enclosed herewith find Bid Security being five percent (5%) of the maximum bid herein, made payable to the City of Fishers, Indiana.

The proceeds of which are to remain the absolute property of the City of Fishers, Indiana if the Bidder shall not within ten (10) days after notice of acceptance of the within bid, enter into a written contract, and secure said contract by a bond for the full amount of the contract to the approval of the proper official of the City of Fishers, Indiana.

Enclosed herewith find a statement of the Bidder's experience, the equipment available for the performance of such work, and financial statement on forms prescribed by the Indiana State Board of Accounts, (Form 96 (Revised 2013)), not older than ninety (90) days.

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

Enclosed herewith find a properly executed Bidder's Equal Employment Opportunity Certification.

Enclosed herewith find a properly executed Contractors Non-Collusion Affidavit.

Enclosed herewith find a properly executed Certification of Non-Segregated Facilities.

Enclosed herewith find a properly executed Certification of Anti-Lobbying.

Enclosed herewith find a properly executed Certification Regarding Drug-Free Workplace.

IN TESTIMONY WHEREOF, the Bidder certifies to the accuracy and truthfulness of the above statements, oaths, and certifications, this _____ day of _____, 2023.

(Bidder's Name) By _____

Title _____

(Official Address) By _____

(Seal) Title _____

ATTEST _____
Secretary of Corporation

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Subscribed and sworn to before me this ____ day of _____, 2023.

Public Notary (Signature) _____

(Print) _____

Commission expires: _____ County of Residence: _____

**CONTRACTOR'S
NON-COLLUSION AFFIDAVIT**

The Bidder, by its officers and _____ agents or representatives present at the time of filing this bid, being duly sworn, on their oaths, say that neither they nor any of them have in any way, directly in indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of the State of Indiana whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not, directly, or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person, in any way or manner, any of the proceeds of the contract sought by this bid.

FIRM NAME

*OWNER-PRESIDENT-PARTNER

PARTNER-VICE PRESIDENT AND/OR
SEC. TREAS.

PARTNER

Subscribed and sworn to before me this ____ day of _____, 2023.

Public Notary (Signature) _____

(Print) _____

Commission expires: _____ County of Residence: _____

*This form must be signed by the same person(s) who sign(s) the bid.

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

_____, being first duly shown, deposes and says that:

- (1) He is _____
of _____ hereinafter referred to as the "Subcontractor";
- (2) He is fully informed respecting the preparation and contents of the subcontractor's Proposal submitted by the sub- contractor to _____, the Contractor for certain work in connection with the _____ Contract pertaining to the Project in _____;
- (3) Such subcontractor's Proposal is genuine and is not a collusive or sham proposal;
- (4) Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract or to refrain from submitting a Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the _____ or any person interest in the proposed Contract; and
- (5) The price or prices quoted in the subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owner, employees, or parties in interest, including this affiant.

(Signature) _____

Subscribed and sworn to before me this ____ day of _____, 2023.

Public Notary (Signature) _____

(Print) _____

Commission expires: _____ County of Residence: _____

CERTIFICATION OF NONSEGREGATED FACILITIES

The bidder certifies that he does not maintain nor 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 at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certificate will be in 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 areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that he will obtain identical certification from proposed subcontractors prior to the award of subcontracts.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. Section 1001.

Date _____, 2023

Name of Contractor

Official Address (Including ZIP)

By _____

Title

Subscribed and sworn to before me this ____ day of _____, 2023.

Public Notary

(Signature) _____

(Print) _____

Commission expires: _____ County of Residence: _____

**SUBCONTRACTOR'S
CERTIFICATION OF NONSEGREGATED FACILITIES**

The subcontractor certifies that he does not maintain nor 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 subcontractor 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 at any location under his control where segregated facilities are maintained. The subcontractor agrees that a breach of this certificate will be in violation of the Equal Opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term "Segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The subcontractor agrees that he will obtain identical certification from proposed lower tier subcontractors prior to the award of sub- contracts.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. Section 1001.

Date _____, 2023

Official Address (Including ZIP)

Name of Subcontractor
By _____

Title

Subscribed and sworn to before me this ____ day of _____, 2023.

Public Notary

(Signature) _____

(Print) _____

Commission expires: _____ County of Residence: _____

**CONTRACTORS CERTIFICATION OF
ANTI-LOBBYING**

The contractor certifies that to the best of his knowledge and belief, that -

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form LLL, "Disclosure From to Report Lobbying," in accordance with its instructions.
3. The contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

Date _____, 2023

Name of Contractor

Official Address (Including ZIP)

By _____

Title

Subscribed and sworn to before me this ____ day of _____, 2023.

Public Notary (Signature) _____

(Print) _____

Commission expires: _____ County of Residence: _____

CONTRACTOR'S CERTIFICATION REGARDING DRUG-FREE WORKPLACE

The Contractor certifies that it will provide a drug-free workplace by:

1. Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace;
 - (b) The Contractor's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Giving each employee to be engaged in the performance of work on this contract a copy of the above required statement;
4. Notifying the employee in the required Statement that, as a condition of employment on this Contract, the employee will-
 - (a) Abide by the terms of the Statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar day after such conviction;
5. Notifying the Contracting Officer in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every Contracting Officer or other designee on whose Contract activity the convicted employee was working. Notice shall include the identification number(s) of the Contract or funding Grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 6 above.

Date _____, 2023

Name of Contractor

Official Address (Including ZIP)

By _____

Title

Subscribed and sworn to before me this _____ day of _____, 2023.

Public Notary

(Signature) _____

(Print) _____

Commission expires: _____ County of Residence: _____

CONTRACTOR'S E-VERIFY AFFADAVIT

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into the Agreement with the City of Fishers is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify Program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify Program if the E-Verify Program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ and unauthorized alien. The undersigned further affirms that, prior to entering into its Agreement with the City of Fishers, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify Program.

(Contractor): _____

By (Written Signature) _____

(Printed Name): _____

(Title): _____

Important – Notary Signature and Seal Required in the Space Below

STATE OF _____

SS: _____

COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____, 2023

My commission expires: _____ (Signed): _____

Residing in _____ County, State _____

CONTRACTORS BID FOR PUBLIC WORK – FORM 96**PART I**

(To be completed for all bids. Please type or print)

Date: _____

1. Governmental Unit (Owner): _____

2. County: _____

3. Bidder (Firm): _____

Address: _____

City/State: _____

4. Telephone Number: _____

5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of _____

(Governmental Unit) in accordance with plans and specifications prepared by _____

_____ and dated _____ for the sum of

_____ \$ _____

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS
(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

PART II

(For projects of \$100,000 or more – IC 36-1-12-4)

Governmental Unit: _____

Bidder (Firm) _____

Date: _____

These statements to be submitted under oath by each bidder with and as a part of his bid.
Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract	Amount	Class of Work	When Completed	Name and Address of Owner

2. What public works projects are now in process of construction by your organization?

Contract	Amount	Class of Work	Expected Completion Date	Name and Address of Owner

3. Have you ever failed to complete any work awarded to you? _____ If so, where and why?

4. List referenced from private firms for which you have performed work.

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. (Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)
2. Please list the names and addresses of all subcontractors (i.e. persons or firms outside your own firm who have performed part of the work) that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.
3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.
4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.
5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body

awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON-COLLUSION AFFADAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at _____ this _____ day of _____, _____

(Name of Organization)

By _____

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF _____)

)

COUNTY OF _____)

Before me, a Notary Public, personally appeared the above-named _____ and swore
that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My Commission Expires: _____

County of Residence: _____

(Contractor)

(Address)

Filed _____, _____

Action taken _____

SECTION B-1

CONSTRUCTION AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2023 by and between the City of Fishers, Indiana, acting through its Board of Public Works, hereinafter called the Local Public Agency "**LPA**", and _____, hereinafter called the "**Contractor**".

WITNESSETH, that the **Contractor** and **LPA** for the consideration stated herein mutually agrees as follows:

ARTICLE 1. Statement of Work. The **Contractor** shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and the services, including utility and transportation and security services, necessary to perform and complete all work required for the:

FISHERS ADA IMPROVEMENTS - 2023

in strict accordance with the Contract Documents for the same, dated _____, 2023 and the drawings referenced to therein, all as prepared by the City of Fishers Department of Engineering, which said Contract Documents and Drawings are incorporated by reference and made a part hereof.

ARTICLE 2. The Contract Price. The **LPA** shall pay the **Contractor** for the performance of this Contract, in current funds, subject to additions and deductions as provided in the Contract Documents, the sum of \$ _____ **DOLLARS**). The **Contractor's** Bid Proposal including lump sum prices, unit prices, and Certifications are incorporated by reference and made part hereof.

ARTICLE 3. Contract Documents. This Contract shall consist of the following component parts:

- a. This instrument.
- b. The Contract Documents, entitled, FISHERS ADA IMPROVEMENTS - 2023, dated _____ 2023 as prepared by the City of Fishers Department of Engineering.
- c. The Drawings referenced in the Contract Documents as identified in (b.) above.
- d. The Contractor's Bid Proposal as identified in ARTICLE 2 of this instrument.
- e. Addenda numbers ____ through ____.

This instrument, together with the other documents, enumerated in this Article 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision of any other component part of the Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 3 shall govern, except shall be construed in the order of preference of the component part of the Contract which each modified.

ARTICLE 4. Labor Standards Provisions. The project to which the work covered by this Contract pertains is being assisted under Title I of the Housing and Urban Development Act of 1974, as amended, by the United States of America, and therefore subject to the Federal Labor Standards Provisions contained in Form HUD-4010 attached to this Contract as **Section C-2** and made an integral

part hereof.

ARTICLE 5. Payment of Prevailing Wages. In compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by the department of Labor regulations, no less than the minimum wage rates as determined by the Secretary of Labor of the United States shall be paid on this Project. ALL contractors performing work under this contract are required to pay wages to laborers and mechanics at a rate no less than the minimum wages specified in General Wage Decision Number IN20220006 published 12/23/2022 attached to this contract as **Section C-3** and made an integral part hereof.

ARTICLE 6. Subcontracts. The **Contractor** shall physically incorporate, or cause to be incorporated, in all subcontracts for work in connection with this project this ARTICLE and ARTICLES 4 and 5 above with the referenced Sections.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in **three (3)** original counterparts as of the day and year first above written.

LPA

CONTRACTOR

City of Fishers Board of Public Works
Three Municipal Drive
Fishers, IN 46038

By _____

By _____

Title _____

Title _____

Attest _____

Attest _____

Title _____

Title _____

CERTIFICATIONS

I, _____, certify that;

(1.) I am the _____ of the corporation named as Contractor herein; and

(2.) that _____, who signed this Contract on behalf of the Contractor, was then _____ of said corporation; and

(3.) that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

By _____

(Print or type the names under all signatures and affix Corporate Seal)

PERFORMANCE BOND
Bond No _____.

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal, hereinafter called Contractor, and _____, as Surety, hereinafter called Surety, are held firmly bound unto **Board of Public Works, City of Fishers, Three Municipal Drive, Fishers, Indiana 46038**, as Obligee, a legal entity, organized and existing in the County of **Hamilton**, Indiana, hereinafter called Owner, in the sum of _____ Dollars (\$ _____) for the payment of which sum well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has been awarded and is about to enter into the annexed Agreement, hereinafter referred to as the Contract, with Owner for

FISHERS ADA IMPROVEMENTS - 2023

in accordance with Drawings and Specifications, hereinafter referred to as the Contract Documents, prepared by City of Fishers Department of Engineering.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform all the requirements of the said Contract required to be performed on its part, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

Any alterations in the Work to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of the Contract Documents, shall not in any way release Contractor or Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract Documents, release either Contractor or Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.

Whenever Contractor shall be, and declared by the Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such a bidder and the Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other

costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due or before the expiration of one (1) year from the date of Acceptance of the completed project by the Owner, whichever is later, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

SIGNED AND SEALED this _____ day of _____, 2023.

Contractor/Principal

Name and Title

Witness

Surety

Name and Title

Witness

PAYMENT BOND
Bond No _____.

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal, hereinafter called Contractor, and _____, as Surety, hereinafter called Surety, are held firmly bound unto **Board of Public Works, City of Fishers, One Municipal Drive, Fishers, Indiana 46038**, as Obligee, a legal entity, organized and existing in the County of **Hamilton**, Indiana, hereinafter called Owner, in the sum of _____ Dollars (\$ _____) for the payment of which sum well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has been awarded and is about to enter into the annexed Agreement, hereinafter referred to as the Contract, with Owner for

FISHERS ADA IMPROVEMENTS - 2023

In accordance with Drawings and Specifications, hereinafter referred to as the Contract Documents, prepared by City of Fishers Department of Engineering.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any cost or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a) Unless a claimant, other than one having direct a contract with the Principal, shall have given written notice to any two (2) of the following: The Principal, the Owner or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor,

or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

- b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract or after the expiration of one (1) year following the date of Final Acceptance of the Project by the Owner, whichever is later, it being understood, however, that if any limitation
- c) shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- d) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.
- e) The bond amount shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvements, whether or not claim for the amount of such lien be presented under and against this bond.

SIGNED AND SEALED this ___ day of _____, 2023.

Contractor/Principal

Name and Title

Witness

Surety

Name and Title

Witness

SECTION C-1

GENERAL SPECIFICATIONS

GENERAL CONDITIONS FOR SITE PREPARATION

PART I

101. DEFINITIONS

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

- a. The terms "Contract" means the Contract executed by the Local Public Agency and the Contractor, of which these GENERAL CONDITIONS, PARTS I through V form a part.
- b. The term "Local Public Agency" (the OWNER) means the official governmental unit identified on the Advertisement for Bids which is authorized to undertake this Contract.
- c. The term "Contractor" means the person, firm or corporation entering into the Contract with the Local Public Agency to construct and install the Improvements embraced in this Contract.
- d. The term "Project Area" means the site of the Project within which are the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this Contract.
- e. The term "Architect/Engineer" means Architect/Engineer in charge, serving the Local Public Agency with architectural/engineering services, successor, or any other person or persons, employed by said Local Public Agency for the purpose of directing or having in charge the work of this Contract, the said Architect/Engineer acting directly or indirectly through any Assistant Architect/Engineer having general charge of the work or through any assistant having immediate charge of a portion thereof limited by the particular duties trusted to him.
- f. The term "Local Government" means the City (town or political subdivision) as identified in the Advertisement for Bids where the Project Area is situated.
- g. The term "Contract Documents" means and shall include the following: Advertisement for Bids, Executed Agreement, Addenda (if any), Instruction to Bidders, Signed Copy of Bid, General Conditions, Parts I and II, III and IV, Special Conditions, Specifications, and Drawings (as listed in the Schedule of Drawings).

- h. The term "Drawings" means the drawings listed in the Schedule of Drawings.
- i. The term "Technical Specifications" means that part of the Contract Documents which described, outlines and stipulates: the quality of the materials to be furnished; the quality of workmanship required; and the methods to be used in carrying out the construction work to be performed under this Contract.
- j. The term "Addendum" or "Addenda" means any changes, revisions or clarifications of the Contract Documents which have been duly issued by the Local Public Agency to prospective Bidders prior to the time of receiving bids.
- k. The term "Work" includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- l. The term "Modification" is
 - (1) a written amendment to the Contract signed by both parties,
 - (2) a Change Order,
 - (3) a written interpretation issued by the Architect/Engineer, or
 - (4) a written order for a minor change in the Work issued by the Architect/Engineer.A Modification may be made only after execution of the Contract.
- m. Written "Interpretations" necessary for the proper execution or progress of the Work, in the form of drawings or otherwise, issued by the Architect/Engineer and in accordance with any schedule agreed upon. Either party to the Contract may make written request to the Architect/Engineer for such interpretations. Such interpretations shall be consistent with and reasonably inferable from the Contract Documents, and may be effected by Field Order.
- n. The term "Secretary", except where the context clearly indicates otherwise, means the Secretary of Housing and Urban Development, or other person who maybe at the time acting in that capacity or authorized to perform the functions of such Secretary, or the authorized representative thereof, or any other person designated by such Secretary to perform his functions.
- o. The term "Subcontractor" means any subcontractor whose subcontract covers any of the work covered by this Contract.
- p. The term "Subcontract" means any subcontract which calls for the performance of any of the work covered by this Contract.

102. SUPERINTENDENCE BY CONTRACTOR

- a. Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the Local Public Agency and the Architect/Engineer, on the work at all times during working hours with full authority to act for the Contractor. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.
- b. The Contractor shall lay out the work and shall be responsible for all work executed under the Contract. The Contractor shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from failure to do so.

103. SUBCONTRACTS

- a. The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has submitted a non-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of such subcontractor from the Local Public Agency.

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____)
_____)ss.
County of _____)

_____, being first duly shown, deposes and says that:

- (1) He is (owner, partner, officer, representative or agent) of _____
hereinafter referred to as the "Subcontractor";
- (2) He is fully informed respecting the preparation and contents of the subcontractor's Proposal submitted by the sub- contractor to _____, the Contractor, for certain work in connection with the _____ Contract pertaining to the Project in _____ (City of County and State);
- (3) Such subcontractor's Proposal is genuine and is not a collusive or sham proposal;
- (4) Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract or to refrain from submitting a Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the _____ (Local Public Agency) or any person interest in the proposed Contract; and
- (5) The price or prices quoted in the subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owner, employees, or parties in interest, including this affiant.

(Signed) _____

Subscribed and sworn to before me

this _____ day of _____, 2023.

Title

My commission expires _____, _____.

- b. No proposed subcontractor shall be disapproved by the Local Public Agency except for cause.
- c. The Contractor shall be as fully responsible to the Local Public Agency for the acts and omissions of subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- d. The Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the Improvements embraced in the Work.
- e. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Local Public Agency.

104. OTHER CONTRACTS

The Local Public Agency may award, or may have awarded other contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling work with that to be performed under other Contracts as may be directed by the Local Public Agency. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other Contractor as scheduled.

105. FITTING AND COORDINATION OF THE WORK

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or material men engaged upon this Contract. He shall be prepared to guarantee to each subcontractor the locations and measurements which they may require for the fitting of their work to all surrounding work.

106. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts or neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or subcontractor by agreement or arbitration, if such other Contractor or subcontractor will so settle. If such other Contractor shall assert any claim against the Local Public Agency on account of any damage alleged to have been so sustained, the Local Public Agency will notify this Contractor, who shall defend at his own expense any suit based upon such claim, and, if any judgment or claims against the Local Public Agency shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

107. PROGRESS SCHEDULES AND COST BREAKDOWN

- a. The Contractor shall submit for approval immediately after execution of the Agreement, a carefully prepared Progress Schedule, showing the proposed dates of starting and completing each of the various sections of the Work, the anticipated monthly payments to become due the Contractor, and the accumulated percent of progress each month.
- b. The Contractor shall submit for approval revised Progress Schedule with each partial payment requisition. The revised Progress Schedules shall be superimposed upon the initial Progress Schedule required by paragraph 107.a, hereof. Such revised Schedule shall clearly and accurately indicate the Contractors' progress to date and any adjustments in the remaining schedule of work.
- c. The Contractor shall submit to the Local Public Agency a breakdown of estimated cost of all Work, so arranged and itemized as to meet the approval of the Local Public Agency. This breakdown shall be submitted promptly after execution of the agreement and before any payment is made to the Contractor for the work performed under the Contract. After approval by the Local Public Agency the unit prices established in the breakdown shall be used in estimating the amount of partial payments to be made to the Contractor.

108. PAYMENTS TO CONTRACTOR

1. Partial Payments

- 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 Engineer for his approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, and deducting (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. The Contractor's requisition for partial payment shall be accompanied by the revised Progress Schedule required elsewhere by these General Conditions. The submittal of the revised Progress Schedule shall be a condition of release of partial payments.
- c. Monthly or partial payments made by the Local Public Agency to the Contractor

are moneys 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 and work upon which payments have been made until final acceptance of such work and 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 Local Public Agency in all details.

2. Final Payment

- a. After final inspection and acceptance by the Local Public Agency 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 due the Contractor under this Contract shall be the lump-sum shown in the Agreement or the sum as adjusted by approved change orders. Final payment to the Contractor shall be made subject to furnishing the Local Public Agency with a release in satisfactory form of all claims against the Local Public Agency arising under and by virtue of the Contract, and other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as provided under Section 113 hereof.
- b. The Local Public Agency, before paying the final payment, may 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 Local Public Agency 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 nowise impair the obligations of any surety or sureties furnished under this Contract.
- c. Withholding of any amount due the Local Public Agency under "Liquidated Damages", under SPECIAL CONDITIONS, shall be deducted from the final payment due the Contractor.

3. Withholding Payments

The Local Public Agency may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Local Public Agency 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 Local Public Agency and will

not require the Local Public Agency to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any moneys for their protection unless the Local Public Agency elects to do so. The failure or refusal of the Local Public Agency to withhold any moneys from the Contractor shall in nowise impair the obligations of any surety of sureties under any bond or bonds furnished under this Contract.

4. Payments Subject to Submission of Certificates

Each payment to the Contractor by the Local Public Agency shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors by Section 215 hereof.

109. CHANGES IN THE WORK

- a. The Local Public Agency may make changes in the scope of the work required to be performed by the Contractor under the Contract by making additions thereto, or by omitting work there from, 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 materials used or in the specified manner of constructing and/or installing the Improvements or supply additional labor, services or materials beyond the actually required for the execution of the Contract, unless in pursuance of a written order from the Local Public Agency 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 bid or a Supplemental Schedule of Unit Prices) the Local Public Agency may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured 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 shown in the Agreement by more than twenty-five percent (25%) in accordance with the Section entitled Unit Prices, under INSTRUCTIONS TO BIDDERS.
- 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-five percent (25%) the Local Public Agency 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 Local Public Agency will prepare the change order in accordance therewith for acceptance by the Contractor and
 - (2) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Local Public Agency 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.

110. 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 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 Local Public Agency, 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 that may be discovered between actual conditions and those represented by the Drawings and maps shall at once be reported to the Local Public Agency in writing and work shall not proceed except at the Contractor's risk, until he has received written instructions 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 Section 109 hereof.

111. TERMINATION: DELAYS: AND LIQUIDATED DAMAGES

- a. Termination of Contract. If the Contractor refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in these Contract Documents, or as modified as provided in these Contract Documents, the Local Public Agency, by written notice to the Contractor, may terminate the Contractor's right to proceed with the work. Upon such termination, the Local Public Agency may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the Local Public Agency for any additional cost incurred by the Local Public Agency in its completion of the work and they shall also be liable to the Local Public Agency for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the Local Public Agency may take possession of and utilize in completing the work such materials, tools, equipment, and plant as may be on the site of the work and necessary therefore.
- b. Liquidated Damages for Delays. If the work be not completed within the time stipulated in the Contract, including any extensions of the time for excusable delays as herein provided, the Contractor shall pay to the Local Public Agency as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) for each calendar day of delay, until the work is completed, the amount as set forth in the Contract thereof.
- c. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:
 - (1) To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;
 - (2) To any acts of the Local Public Agency;
 - (3) To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor. Including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Local Public Agency, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as tornadoes, and other extreme weather conditions; and,

- (4) To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (1), (2) and (3) of this paragraph "c".

Provided, however, that the Contractor promptly notify the Local Public Agency within ten (10) days in writing of the cause of the delay. Upon receipt of such notification of Local Public Agency shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the Local Public Agency shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

112. ASSIGNMENT OR NOVATION

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities or responsibilities under this Contract without the written consent of the Local Public Agency; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the Local Public Agency. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

113. DISPUTES

- a. All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR- STANDARDS PROVISIONS under GENERAL CONDITIONS, PART II, whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within ten (10) days of commencement of the dispute be presented by the Contractor to the Local Public Agency for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Local Public Agency of notice thereof.
- b. The Contractor shall submit in detail his claim and his proof thereof. Each decision by the governing body of the Local Public Agency will be in writing and will be mailed to

the Contractor by registered or certified mail, return receipt requested, directed to his last known address.

- c. If the Contractor does not agree with any decision of the Local Public Agency, he shall in no case allow the dispute to delay the work but shall notify the Local Public Agency promptly that he is proceeding with the work under protest and he may then except the matter in question from the final release.

114. TECHNICAL SPECIFICATIONS AND DRAWINGS

Anything mentioned in the Technical Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Technical Specifications shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the Local Public Agency, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

115. SHOP DRAWINGS

- a. All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Architect/Engineer in copies and manner set for in the Supplementary General Conditions for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor, for extension of the contract time will be granted by reason of his failure in this respect.
- b. Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variation from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.
- c. If a shop drawing is in accord with the contract or involves only a minor adjustment in the interest of the Local Public Agency not involving a change in contract price or time, the Architect/ Engineer may approve the drawing. The approval shall be general and shall not relieve the Contractor from his responsibility for adherence to the contract or for any error in the drawing and shall contain in substance the following:

"The modification shown on the attached drawing is approved in the interest of the Local Public Agency to effect an improvement for the Project and is ordered with the understanding that it does not involve any change in the Contract Price or time; that it is subject generally to all Contract stipulation and covenants; and that it is without prejudice to any and all rights of the Local Public Agency under the Contract and surety bond or bonds."

116. REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the Local Public Agency for any additional information not already in his possession which should be furnished by the Local Public Agency under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Architect/ Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

117. MATERIALS AND WORKMANSHIP

- a. Unless otherwise specifically provided for in the Detailed Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose.

Where equipment, materials, articles or workmanship are referred to in the Detailed Specifications as "similar to or equal to" any particular standard or manufactured item, the Architect/Engineer shall decide the question of equality.

- b. The Contractor shall furnish to the Local Public Agency for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the work. (See Section 118 hereof.)
- c. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

- d. Materials specified by reference to the number or symbol of a specific standard, such as an ASTM Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Advertisement for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Detailed Specifications shall have full force and effect as though printed therein.
- e. The Local Public Agency may require the Contractor to dismiss from the work such employee or employees as the Local Public Agency or the Architect/Engineer may deem incompetent, careless, or insubordinate.

118. SAMPLES, CERTIFICATES AND TESTS

- a. The Contractor shall submit all material or equipment samples, certificates, affidavits, as called for in the contract documents or required by the Architect/Engineer promptly after award of the contract and acceptance of the Contractor's bond. No such materials or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the Architect/Engineer has approved the required samples or certificates in writing. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.
- b. Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Architect/Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples or certified statements.
- c. Approval of any materials shall be general only and shall not constitute a waiver of the Local Public Agency's right to demand full compliance with Contract requirements. After actual deliveries, the Architect/Engineer will have such check tests made as necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories that fail to meet check tests have been incorporated in the work, the Architect/Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.
- d. Except as otherwise specifically stated in the Contract, the costs of sampling and

testing will be divided as follows:

- (1) The Contractor shall finish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Architect/ Engineer;
- (2) The Contractor shall assume all costs of re-testing materials that fail to meet contract requirements;
- (3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient; and
- (4) The Local Public Agency will pay all other expenses.

119. PERMITS AND CODES

- a. The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the Drawings and Detailed Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Local Public Agency. Where the requirements of the Drawings and Detailed Specifications fail to comply with such applicable ordinances or codes, the Local Public Agency will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.
- b. Should the Contractor fail to observe the foregoing provisions and proceed with the construction or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the Drawings and Detailed Specifications) the Contractor shall remove such work without cost to the Local Public Agency, but a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.
- c. The Contractor shall at his own expense, secure (and pay to the appropriate department of the Local Government the fees or charges for such) all permits for street pavement, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.
- d. The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area

and commit no trespass on any public or private property in any operation due to or connected with the Improvements embraced in this Contract.

120. CARE OF WORK

- a. The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Local Public Agency.
- b. In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the Local Public Agency, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Local Public Agency. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Local Public Agency as provided in the Section 109 hereof.
- c. The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, and he shall at his own expense completely repair any damage thereto caused by his operations.
- d. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the Improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Local Public Agency from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Local Public Agency may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

121. ACCIDENT PREVENTION

- a. The Contractor shall exercise proper precaution at all times for the protections of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Local Public Agency may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local, State and Federal laws.
- b. The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.
- c. The Contractor shall indemnify and save harmless the Local Public Agency from any claims for damages resulting from property damage, personal injury or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

122. SANITARY FACILITIES

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

123. USE OF PREMISES

- a. The Contractor shall confine equipment, storage of materials, and construction operations to the Contract Limits as shown on the Drawings and as prescribed by ordinances or permits, or as may be desired by the Local Public Agency, and shall not unreasonably encumber the site or public rights of way with materials and construction equipment.
- b. The Contractor shall comply with all reasonable instructions of the Local Public Agency

and the ordinances and codes of the Local Government, regarding signs, advertising, traffic, fires, explosives, danger signals and barricades.

124. REMOVAL OF DEBRIS, CLEANING

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, the Contractor shall, remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights of way in a neat and clean conditions. Burning on the site of the work will be subject to prior approval of the Local Public Agency and existing State and local regulations.

125. INSPECTION

- a. All materials and workmanship shall be subject to inspection, or test by the Local Public Agency and the Architect/Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The Local Public Agency shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without extra charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Local Public Agency may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any moneys which may be due the Contractor, without prejudice to any other rights or remedies of the Local Public Agency.
- b. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. (See Section 118 hereof) All tests by the Local Public Agency will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the Detailed Specifications.
- c. The Contractor shall notify the Local Public Agency sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Local Public Agency, the Contractor shall uncover for inspection and recover such facilities all at his own expense, when so requested by the Local Public Agency.
- d. Should it be considered necessary or advisable by the Local Public Agency at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish

all necessary facilities, labor and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15 percent of such costs to cover superintendence, general expenses and profit, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

- e. Inspection of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Detailed Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.
- f. Neither inspection, testing approval nor acceptance of the work in whole or in part, by the Local Public Agency or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

126. REVIEW BY LOCAL PUBLIC AGENCY

The Local Public Agency, its authorized representative and agents and the Representative for the Secretary (as defined under Section 101 hereof shall, at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by the Local Public Agency through its authorized representatives or agents.

127. FINAL INSPECTION

- a. When the Improvements embraced in the Contract are substantially completed, the Contractor shall notify, in writing, the Local Public Agency that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection, and bear the signed concurrence of the representative of the Local Public Agency having charge of inspection. If the Local Public Agency determines that the status of the Improvements is as represented, it will make the arrangements necessary to have final

inspection commenced on the date stated in the notice, or as soon thereafter as is practicable. The inspection party will also include the representatives of the Department of Housing and Urban Development and representatives of each department of the Local Government having in its charge improvements of like character when such Improvements are later to be accepted by the Local Government.

128. DEDUCTION FOR UNCORRECTED WORK

If the Local Public Agency deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Local Public Agency and subject to settlement, in case of dispute, as herein provided.

129. INSURANCE

- a. The Contractor shall carry or require that there be carried Workman's Compensation Insurance for all his employees and those of his subcontractors engaged in work at the site, in accordance with State or Territorial Workmen's Compensation Laws.
- b. The Contractor shall carry or require that there be carried all required Insurance as defined in the SPECIAL CONDITIONS with limits of not less than those amounts stated therein.
- c. Before commencing work, the Contractor shall submit evidence of the coverage required above to the Local Public Agency for review and approval. The Local Public Agency will, in writing, notify the contractor of its disapproval of any 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 and approved by the Local Public Agency, and shall be kept in force until the Contractor's work is accepted by the Local Public Agency. Contracts of insurance (covering all operations under this Contract) which expire before the Contractor's work is accepted by the Local Public Agency shall be renewed and evidence of such renewal shall be submitted to the Local Public Agency for its approval.

130. PATENTS

The Contractor shall hold and save the Local Public Agency, its officers, and employees, harmless from liability of any nature or kind, including cost and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Local Public Agency, unless otherwise specifically stipulated in the Detailed Specifications.

131. WARRANTY OF TITLE

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or place thereon by him to the Local Public Agency free from any claims, liens, or charges.

132. NO LIEN CONTRACT

Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Local Public Agency. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

133. GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the Improvements embraced in this Contract by the Local Public Agency or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of 12 months from the date of final acceptance of the work. The Local Public Agency will give notice of defective materials and work with reasonable promptness.

134. CONTRACTORS CERTIFICATION OF ANTI-LOBBYING

The contractor must certify that to the best of his knowledge and belief, that -

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any

Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form LLL, "Disclosure From to Report Lobbying," in accordance with its instructions.
- c. The contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

135. CONTRACTOR'S CERTIFICATION REGARDING A DRUG-FREE WORKPLACE

The Contractor must certify that it will provide a drug-free workplace by:

- a. Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing an ongoing drug-free awareness program to inform employees about -
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Giving each employee to be engaged in the performance of work on this contract a copy of the above-required statement;
- d. Notifying the employee in the required Statement that, as a condition of employment on this Contract, the employee will:
 - (1) Abide by the terms of the Statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal

drug statute occurring in the workplace no later than five calendar day after such conviction;

- e. Notifying the Contracting Officer in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every Contracting Officer or other designee on whose Contract activity the convicted employee was working. Notice shall include the identification number(s) of the Contract or funding Grant;
- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted -
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. through f. above.

SECTION C-2

GENERAL SPECIFICATIONS

GENERAL CONDITIONS

PART II

LABOR STANDARDS PROVISIONS

201. HAMILTON COUNTY CDBG PROGRAM FEDERAL CONTRACT PROVISIONS

GENERAL INFORMATION

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

I. BONDING AND INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules, regulations and relevant orders of the Secretary of Labor.
- E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- F. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 14, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- H. The contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrument or subdivision of such government which does not participate in work on or under the contract.
- I. The contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- J. The contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate or suspend in whole or in part this grant (contract, loan, insurance,

guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate proceedings.

2. Minority and Women Business Enterprise Policy:

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

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

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

- C. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

4. Title VI Civil Rights Act of 1964:

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

- A. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.
- B. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- C. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, their sources of information and its facilities as may be determined by the Hamilton County Community Development Block Grant Program or the United States Department of Housing and Urban Development to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the awarding agency, the Hamilton County Community Development Block Grant Program, or the United States Department of Housing and Urban Development, as appropriate, and shall set forth what efforts it has made to obtain the information.
- D. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Hamilton County Community Development Block Grant Program or the United States Department of Housing and Urban Development shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - (1) Withholding of payments to the contractor under the contract until the contractor complies; and/or,

(2) Cancellation, termination or suspension of the contract, in whole or in part.

- E. The contractor shall include the provisions of paragraph (A) through (E) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Hamilton County Community Development Block Grant Program or the United States Department of Housing and Urban Development may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Hamilton County Community Development Block Grant Program to enter into such litigation to protect the interests of the State of Indiana, and, in addition, the contractor may request the United States Department of Housing and Urban Development to enter into such litigation to protect the interests of the United States.

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

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

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

The contractor provides that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part under this title.

7. Section 504 Rehabilitation Act of 1973:

- A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all demotion or transfer, recruitment, advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and

relevant orders of the Secretary of Labor issued pursuant to the Act.

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

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

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

9. Age Discrimination Act of 1975:

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

10. Americans With Disabilities Act of 1990:

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

11. Certification of Nonsegregated Facilities:

The contractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and those under his/her control. He/she certifies further that he/she will not maintain or provide for employment segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the awards of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certification in his/her files; and that he/she will forward this notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

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

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

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

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

- B. The five-year retention period starts from the date of issuance of a "Certification of Completion" respective to the grant by the Hamilton County Community Development Block Grant Program.

- C. The Hamilton County Community Development Block Grant Program shall request transfer of certain records to its custody from grantees when it is determined that the records possess long-term retention value. However, in

order to avoid duplicate record-keeping, the Hamilton County Community Development Block Grant Program may make arrangements with grantees to retain any records that are continuously needed for joint uses.

- D. The Hamilton County Community Development Block Grant Program, the United States Department of Housing and Urban Development, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers and records of grantee and sub-grantees to make audits, examinations, excerpts and transcripts.
- E. Unless otherwise required by law, Hamilton County Community Development Block Grant Program shall not place restrictions upon grantees that will limit public access to the records of grantees that are pertinent to a grant except when the agency can demonstrate that such records must be kept confidential and would have been excepted from disclosure pursuant to the Freedom of Information Act (5 USC 552) if the records had belonged to the grantor agency.

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

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

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

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

No persons described in (a) through (d) above who exercise or have exercised any

functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

14. Remedies/Sanctions or Breach of Contract Terms:

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

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

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

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

The grantee may terminate this contract for its convenience, at any time, by giving at least thirty (30) days notice in writing to the contractor. If the contract is terminated by the grantee as provided herein, the grantee agrees to pay the contractor, no later than thirty (30) days following the date of the written notice of contract termination by grantee. In such event, all finished or unfinished documents, data, studies, surveys,

drawings, maps, models, photographs and reports prepared by the contractor under this contract shall, at the option of the grantee, become the property of the grantee and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

17. Changes to Contract:

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

18. Contractor to Furnish Necessary Personnel Resources:

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

19. Reports and Information:

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

20. Records and Audits:

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

retained for five years after the expiration of this contract unless permission to destroy them is granted.

21. Copyright and Patent Rights:

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

22. Compliance with State and Local Laws:

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

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

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

- (1) The name of all persons who are proprietors, partners, directors or officers of the contractor and thereby have a pecuniary interest in the proceeds of the CDBG-assisted contract;
- (2) The social security account number of all proprietors listed in a. above, or the federal identification number of the partnership or corporation which is subject to the CDBG-assisted contract, as applicable;
- (3) The type of participation each individual named in a. above will have in the CDBG-assisted contract. Such participation may be listed in the Part IV of the HUD Disclosure Report as "direct", or "passive", whichever applies to such proprietor, partner, director or officer, as applicable; and,

- (4) The financial interest of the named individual as set forth in a. above; such interest to be expressed in dollar terms or in terms of percentage of ownership of the proprietorship, partnership, or corporation which is to receive federal CDBG funding under this contract.

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

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

25. Compliance with Davis-Bacon Act:

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

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

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

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

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

28. Conservation:

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

29. Drug-Free Workplace Requirements:

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

201. THE PROJECT TO WHICH THE WORK COVERED BY THIS CONTRACT PERTAINS

The project to which the work covered by this Contract pertains is being assisted under Title I of the Housing and Community Development Act of 1974, as amended, by the United States of America, and therefore subject to the Federal Labor Standard Provisions contained elsewhere in this part of the General Conditions.

202. INELIGIBLE SUBCONTRACTORS

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the Local Public Agency's prior written approval of the subcontractor. The Local Public Agency will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, U.S. Department of Labor or the Secretary of Housing and Urban Development, to receive an award of such subcontract.

203. PROVISIONS TO BE INCLUDED IN CERTAIN SUBCONTRACTS

The Contractor shall include or cause to be included in each subcontract covering any of the work by this contract, provisions which are consistent with these Labor Standards Provisions and also a clause requiring the subcontractors to include such in any lower tier subcontracts which they may enter into, together with a clause requiring such insertion in any further subcontracts that may in turn be made.

204. BREACH OF LABOR STANDARDS PROVISIONS

In addition to the causes for termination of this Contract as herein elsewhere set forth, the Local Public Agency reserves the right to terminate this Contract if the Contractor or any subcontractor whose subcontract covers any of the work covered by this Contract shall breach any of these Labor Standards Provisions. A breach of the Federal Labor Standards Provisions may also be grounds for debarment as provided by the applicable regulations issued by the Secretary of Labor, United States Department of Labor.

205. NON-FEDERAL LABOR STANDARDS PROVISIONS

The following Non-Federal Labor Standards Provisions, including the following provisions concerning maximum hours of work and overtime compensation, with respect to the categories and classifications of employee hereinafter mentioned are included in this Contract pursuant to the requirements of applicable State or Local Laws, but the inclusion of such provisions shall not be construed to relieve the Contractor or any subcontractor from the pertinent requirements of any corresponding Federal Labor Standards Provision of this Contract. The limitations, if any, in these Non-Federal Labor Standards Provisions upon the hours per day, per week or per month which employees engaged on the work covered by this Contract may be required or permitted to work thereon shall not be exceeded.

- a. Architects, technical engineers, draftsmen, technicians, laborers, and mechanics shall not be permitted to work more than forty hours per week, unless such employees are paid at least time and a half for hours of work in excess of the limits prescribed herein. If there is a State or Local law applicable to any or all of the foregoing classes, the Local Public Agency will require compliance with the State or Local laws applicable to such class or classes, instead of compliance with the above requirements.
- b. No person under sixteen (16) years of age and no person whose age or physical condition is such as to make his employment dangerous to his health or safety or the health or safety of others shall be employed in the project: PROVIDED that this shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may safely be assigned to work which they can ably perform.

FEDERAL LABOR STANDARDS PROVISIONS
U.S. Department of Housing
and Urban Development

Applicability

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

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

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

- (1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2)** The classification is utilized in the area by the construction industry; and

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

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

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

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

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

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

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

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

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

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

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

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete; **(2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

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

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

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

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

4. Apprentices and Trainees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in

subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

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

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

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

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

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

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

SUPPLEMENTARY CONDITIONS TO THE CONSTRUCTION CONTRACT

U.S. Department of Housing
and Urban Development
Office of Housing

OMB Approval No. 2502-0598
(Exp. 9/30/2021)

Public Reporting Burden for this collection of information is estimated to average 0.2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number. While no assurance of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information Act request.

Warning: Federal law provides that anyone who knowingly or willfully submits (or causes to submit) a document containing any false, fictitious, misleading, or fraudulent statement/certification or entry may be criminally prosecuted and may incur civil administrative liability. Penalties upon conviction can include a fine and imprisonment, as provided pursuant to applicable law, which includes, but is not limited to, 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802, 24 C.F.R. Parts 25, 28 and 30, and 2 C.F.R. Parts 180 and 2424.

Article 1: Labor Standards

A. Applicability. The Project or program to which the construction work covered by this Contract pertains is being assisted or insured by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract or related instrument pursuant to the provisions applicable to such Federal assistance or insurance. Any statute or regulation contained herein shall also include any subsequent amendment or successor statute or regulation. The terms of this Supplementary Conditions to the Construction Contract (HUD-92554M) takes precedence over all provisions of the "General Conditions of the Contract for Construction" (AIA Document A201) inconsistent with said Supplementary Conditions.

B. Minimum Wages. Pursuant to Section 212 of the National Housing Act, as amended, 12 U.S.C. 1715c, the minimum wage provisions contained in this paragraph B do not apply to those projects with Security Instruments insured under Section 221(h)(1) designed for less than 9 families and they do not apply to those projects with Security Instruments insured under either Section 220 or 233 designed for less than 12 families.

1. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project) shall 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 (40 U.S.C. 3141(2)(B)(ii)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii)) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

(b) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, D.C. 20210 ("**Administrator**"). The Administrator, or an authorized representative, shall approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise HUD or its designee or shall notify HUD or its designee within the thirty (30) day period that additional time is necessary.

(c) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for

determination. The Administrator, or an authorized representative, shall issue a determination within thirty (30) days of receipt and so advise HUD or its designee or shall notify HUD or its designee within the thirty (30) day period that additional time is necessary.

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs B.1.(ii)(b) or (c) of this Article, 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 that 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.

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project), 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.

3. **Payrolls, records, and certifications.**

(i) 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 (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the

Project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1 (b)(2)(B) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii))), 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 (40 U.S.C. 3141(2)(B)(ii)), 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.

(ii)(a) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the Contract, but if the agency is not such a party, the Contractor shall submit the payrolls to the applicant, sponsor, or Owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired, whether paper (Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347.pdf> or its successor site), or electronically pursuant to Program Obligations. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant sponsor, or Owner, as the case may be, for transmission to HUD or its designee, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee.

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the

payment of the persons employed under the Contract and shall certify the following:

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

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

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

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

(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 Sections 3801 et seq of Title 31 of the United States Code.

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

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices shall 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, or with a State Apprenticeship Agency recognized by such Office, or if a person is employed in his or her first ninety (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, 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 the Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship, or a State Apprenticeship Agency recognized by such Office, withdraws approval of an apprenticeship program, the Contractor shall 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 shall 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's 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 classification of 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 shall 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 shall insert in any subcontracts the clauses set forth in subparagraphs 1 through 10 of this paragraph B and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage determination, 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 Contract clauses referenced in this subparagraph.

7. **Contract termination and 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 or a subcontractor as provided in 29 CFR 5.12.

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

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

10. **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 (40 U.S.C. 3144(b)(2)) 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 (40 U.S.C. 3144(b)(2)) or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

C. Contract Work Hours and Safety Standards Act.

1. **Applicability and Definitions.** This paragraph C of Article 1 is applicable only if a direct form of federal assistance is involved, such as Section 8, Section 202/811 Capital Advance, grants etc., and is applicable only where the prime contract is in an amount greater than \$100,000. As used in this paragraph C, the terms "laborers" and "mechanics" include watchmen and guards.

2. **Overtime requirements.** No contractor or subcontractor contracting for any part of the Contract work that may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (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 forty (40) hours in such workweek.

3. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the immediately preceding subparagraph C.2, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, the 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 such subparagraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in such subparagraph.

4. **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract, or under any other Federal contract with the same prime contractor, or under 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 3 of this paragraph C.

5. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts

the clauses set forth in subparagraphs 1 through 5 of this paragraph C 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 such subparagraphs 1 through 5.

D. Certification.

For projects with Security Instruments insured under the National Housing Act, as amended, that are subject to paragraph B of this Article 1, the Contractor is required to execute the Contractor's Prevailing Wage Certificate within HUD-92448 as a condition precedent to insurance by HUD of the Loan, or an advance thereof, made or to be made by the Lender in connection with the construction of the Project.

Article 2: Equal Employment Opportunity

A. Applicability. This Article 2 applies to any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee.

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

C. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

D. The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers representatives of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Contractor shall 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 shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or as otherwise provided by law.

H. The Contractor shall include the provisions of paragraphs A through H of this Article 2 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as HUD or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. *Provided, however,* that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD or the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Article 3: Equal Opportunity for Businesses and Lower Income Persons Located Within the Project Area

A. This Article 3 is applicable to projects covered by Section 3, as defined in 24 CFR Part 135.

B. The work to be performed under this Contract is on a project assisted under a program providing Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very-low income residents of the unit of local government or the metropolitan area (or non-metropolitan county) as determined by HUD in which the Project is located and contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan county) as the Project.

Article 4: Health and Safety

A. This Article 4 is applicable only where the prime contract is in an amount greater than \$100,000.

B. 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.

C. 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, 40 USC 3701 et seq.

D. The Contractor shall include the provisions of this Article 4 in every subcontract so that such provisions shall be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as HUD or the Secretary of Labor shall direct as a means of enforcing such provisions.

ATTACHMENT TO FEDERAL LABOR STANDARDS PROVISIONS

(FORM HUD-4010.1 FACSIMILE)

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 years, or both.

SECTION 2 OF THE ACT OF JUNE 13, 1934, AS AMENDED (48 Stat. 948, 62 Stat. 862, 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:

TITLE 29 - LABOR

Subtitle A - Office of the Secretary of Labor

PART 3 -CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Section 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. 276e), 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 provisions of the Davis-Bacon Act and the various statues dealing with Federally assisted construction that contain similar minimum 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 statements regarding the wages paid or work covered thereby; sets forth the circumstances and procedures governing the making of pay- roll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 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, streets, subways, tunnels, sewers, mains, power lines, 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 manufacturer 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 constructions, 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 loan guarantees or insurance.
- (e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completions, 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 of such corporation.
- (g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, 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 instrumentalities.

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 classifications 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 29 CFR

Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH-348, "Statement of Compliance", or on an identical form on the back of WH-347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH-347 and WH-348 may be obtained from the Government contracting or sponsoring agency, and copies of these form may be purchased at the Government Printing Office.

- (c) The requirements of this section shall not apply to any contract of \$2,000 or less.
- (d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 F.R. 95, Jan. 1, 1964, as amended at 33 F.R. 10186, July 17, 1968]

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

- (a) Each weekly statement required under Section 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the 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, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.
- (b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his current classification, rate of pay, daily 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 representative, and by authorized representatives of the Department of Labor.

Section 3.5 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:

- (a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.
- (b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest a "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.
- (c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.
- (d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, 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 the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.
- (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.
- (f) Any deductions required by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.
- (g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.
- (h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.
- (i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided however, that a collective bargaining agreement

between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

- (j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standard Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under Section 516.27(s) of this title shall be kept.

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Section 3.3. The Secretary may grant permission whenever he finds that:

- (a) 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;
- (b) The deduction is not otherwise prohibited by law;
- (c) The deduction is either (1) voluntarily consented 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 the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and
- (d) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under Section 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

- (a) The application shall be in writing and shall be addressed to the Secretary of Labor.
- (b) The 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.
- (c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of Section 3.6. A full statement of the facts indicating such compliance shall accompany the affirmation.
- (d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed

deduction would be made.

- (e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

Section 3.8 Action by the Secretary of Labor upon applications.

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

Section 3.9 Prohibited payroll deductions.

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

Section 3.10 Methods of payment of wages.

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

Section 3.11 Regulations part of contract.

All contracts made with respect to 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 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 Section 5.5(a) of this subtitle.

"General Decision Number: IN20220006
12/23/2022

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	. Executive Order 14026
into on or after January 30,	generally applies to
the	
2022, or the contract is	contract.
renewed or extended (e.g., an	. The contractor must
pay	
option is exercised) on or	all covered workers
at	
after January 30, 2022:	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	generally applies to
the	
January 29, 2022, and the	contract.

contract is not renewed or	. The contractor must
pay all	
extended on or after January	covered workers at
least	
30, 2022:	\$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.	
_____	_____

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
18	07/29/2022
19	08/05/2022
20	08/12/2022
21	08/19/2022
22	08/26/2022
23	09/16/2022
24	09/23/2022
25	10/21/2022
26	10/28/2022
27	12/23/2022

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 04/02/2022

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

Rates

Fringes

ASBESTOS WORKER/HEAT & FROST
INSULATOR (includes
application of all insulating
materials protective
coverings, coatings an
finishes to all types of
mechanical systems. Also the
application of firestopping,
material openings and
penetrations in walls,
floors, ceilings, curtain
walls and all lead abatement.)...\$ 32.84
22.09

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 07/01/2022

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

Rates

Fringes

ASBESTOS WORKER/HEAT & FROST
INSULATOR (includes
application of all insulating
materials, protective
coverings, coatings and
finishings to all types of
mechanical systems).....\$ 31.45
22.38

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).....\$ 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

BRIN0003-001 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

BRIN0004-004 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

BRIN0004-005 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 01/01/2022	
BARTHOLOMEW, BOONE, DECATUR, HAMILTON, HANCOCK,	
HENDRICKS,	
JENNINGS, JOHNSON, MADISON, MARION, MONTGOMERY, MORGAN,	
PUTNAM,	
RIPLEY, RUSH AND SHELBY COUNTIES	

	Rates
Fringes	
ELECTRICIAN (Communication	
Technician Only).....	\$ 33.83
17.32	

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
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 08/31/2022

NEWTON COUNTY

Rates
Fringes
ELECTRICIAN (Communication
Technician Only).....\$ 37.15
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:		
7.75	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% +

* ELEC0725-007 06/01/2022

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

	Rates
Fringes	
18.07	Communication Technician.....\$ 30.00
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 10/01/2022

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

Rates

Fringes

ELECTRICIAN.....\$ 40.00
21.96

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 06/01/2022

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

Rates

Fringes

ELECTRICIAN.....\$ 34.77
19.18

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 04/01/2022

HEAVY, HIGHWAY AND RAILROAD CONSTRUCTION

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

	Rates
Fringes	
POWER EQUIPMENT OPERATOR	
GROUP 1.....	\$ 32.85
32.30	
GROUP 2.....	\$ 31.25
32.30	
GROUP 3.....	\$ 29.95
32.30	
GROUP 4.....	\$ 28.55
32.30	
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);
Tampers-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 (multiple vibrating,
 asphalt waterbound macadam, bituminous 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, Multiple Tamping Machine, Paving
 Breaker,
 Roller (earth and subbase material), Roller sheepfoot
 (self-propelled), Sub-grader, Tamper, Multiple
 Vibrating
 (earth and subbase material), Tractaire with Drill,
 Tractor
 (with all drawn attachments 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; Guniting 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; Graderman;
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, Aspcos Paver,
Asphalt
Planer, Asphalt Rollers, Asphalt Paver Operator,
Concrete
or Asphalt Milling Machine, Self Propelled Widener,
Backhoe
and/or Pavement Breaker Attachment, Self Propelled
Pavement
Breaker, Ballast Regulator (R.R), Bituminous Mixer,
Bituminous Paver, Bituminous Plant Engineer, Bulk
Cement
Plant Engineer, Bulldozer, One Drum Hoist with Tower
or
Boom, Cableways, Tower Machines, Back Filler, Boom
Tractor,
Boom or Winch Truck, Winch or Hydraulic Boom Truck,
Boring
Machine, Bolier Operator, Brush Mulcher, Bull Float,
Finishing Machine, Power Cranes, Overhead Cranes,
Truck
cranes, Piledriver, Skid or Crawler, Guard Rail Post
Driver, Tower Cranes, Hydro Crane, Cherry Picker,
Draglines, Derricks, Shovels, Clam, Gradalls, Two
Drum

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

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

FOOTNOTES:

A. Employees operating booms from 149Ft. to 199 Ft.

including jib, shall receive an additional seventy-five

Cents (.75) per hour above the rate. Employees operating

booms over 199 Ft. including jib, shall receive an additional one dollar and twenty-five cents (\$1.25) per

hour above the regular rate.

B. Employees operating scoops, pulls, or tractors hooked in

tandem shall receive an additional one dollar (\$1.00) per

hour above the regular rate.

C. Employees operating scoops, pulls, or tractors pulling

any other hauling unit in tandem shall receive an additional one dollar (\$1.00) per hour above the regular rate.

D. Underground work - Employees working in tunnels, shafts,

etc. shall be paid a thirty percent (30%) premium above the wage rate.

IRON0022-001 06/01/2022

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.....\$ 34.24
25.11

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 04/01/2022

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.....\$ 30.59
25.66

IRON0147-004 06/01/2022

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.....\$ 31.20
25.12

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

LABO0041-003 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 memebers;
Side
rail setter (for sidewalks, side ditches, radii, and

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

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

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, 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, Horizonal Boring and Jackman and Sheetman, Pipe Greade Man, Winch and Windless Operator
Conduit Installer, Sod Layer

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

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

LAB00081-003 04/01/2022

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

Frings Rates

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, 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; Hod Carrier
(tending
bricklayers)

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 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, 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; Hod
Carrier (tending bricklayers); 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, 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; Hod
Carrier (tending bricklayers); 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, 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; Hod
Carrier (tending bricklayers); Concrete Saw Joint
Control
cutting

LABO0561-015 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); Tying and associated grouting
 of
 utility lines

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

 LAB00645-005 04/01/2022

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

 GROUP 2: Cutting torch burner; Laser beam aligner;
 Manhole

erector; Sewer pipe layer; Water line installer,
temporary
or permanent; Welder (electric or oxy-acetylene) in
connection with waterline and sewer work, Hod Carrier
(tending bricklayers); Tying and associated grouting
of
utility lines

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

LAB00645-006 04/01/2022

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 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

LAB00741-007 04/01/2022

UTILITY CONSTRUCTION

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

Fringes Rates

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, 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; Hod
Carrier (tending bricklayers); 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 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

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.

LABO1112-003 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, Tying and
 associated grouting of utility lines

GROUP 3: Air track and wagon drillman; Concrete
 barrier rail
 form setter; Dynamite and powder man; Hod Carrier
 (tending
 bricklayers); General leadman; Concrete Saw Joint
 Control
 cutting

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 06/01/2022

NEWTON COUNTY, West of Highway #41

Rates

Fringes

GLAZIER.....\$ 48.75
41.32

PAIN0047-005 06/01/2022

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.....	\$ 28.10
15.81	
Spray and Sand-Blasting....	\$ 29.10
15.81	

PAIN0080-001 06/01/2022

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

	Rates
Fringes	
PAINTER	
Brush and Roller.....	\$ 27.13
17.43	
Spray and Sandblasting.....	\$ 27.18
17.43	

PAIN0091-007 06/01/2022

ELKHART, FULTON, KOSCIUSKO AND MARSHALL COUNTIES

	Rates
Fringes	
PAINTER	
Brush & Roller, Drywall	
Taping & Finishing,	

Vinyl/Paper Hanging.....\$ 28.75
17.00
Spray.....\$ 29.25
17.00

PAIN0118-005 06/01/2022

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.....\$ 29.81
14.58
Spray, Sandblast &
Waterblast.....\$ 30.81
14.58

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 06/01/2022

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

	Rates
Fringes	
Painters:	
Brush & Roller.....	\$ 28.50
13.70	
Sandblasting.....	\$ 30.50
13.70	
Spray & Pot Man.....	\$ 29.00
13.70	

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 11/01/2022

DEARBORN, FRANKLIN, OHIO, RIPLEY, and SWITZERLAND
COUNTIES

Rates
Fringes

GLAZIER.....\$ 28.18
16.82

PAIN0460-004 06/01/2022

JASPER, NEWTON, PULASKI, STARKE AND WHITE COUNTIES

Rates
Fringes

Painters:
Brush & Roller
Building.....\$ 37.10
27.68
Brush and Roller
Heavy and Highway.....\$ 37.10
27.68
Drywall Taping & Finishing..\$ 37.98
27.68

PAIN0469-002 06/01/2022

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

	Rates
Fringes	
Painters:	
Brush, Roller,	
Paperhanger, & Drywall	
Finishing.....	\$ 23.77
14.74	
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 05/01/2022

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

	Rates
Fringes	
Painters:	
Brush; Roller;	
Paperhanging; Drywall	
Finishers.....	\$ 22.70
15.29	
Spray/Waterblasting;	
Sandblasting.....	\$ 23.70
15.29	

PAIN1165-014 07/01/2022

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

Rates

Fringes

GLAZIER.....\$ 30.87
18.43

PAIN1165-017 07/01/2022

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

Rates

Fringes

GLAZIER.....\$ 27.42
17.15

PAIN1165-018 07/01/2022

JASPER and NEWTON (East of Highway #41) COUNTIES

Rates

Fringes

GLAZIER.....\$ 39.38
26.90

PAIN1165-019 07/01/2021

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

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

PAIN1165-022 01/01/2022

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.....\$ 30.88
18.70

PLAS0075-001 06/01/2017

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

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

PLAS0075-002 06/01/2017

GREENE and SULLIVAN COUNTIES

Rates

Fringes

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

PLAS0101-001 06/01/2018

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

Rates

Fringes

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

PLAS0101-008 06/01/2014

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

Rates

Fringes

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

PLAS0438-003 06/01/2018

PULASKI (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.....\$ 40.15
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 06/01/2022

DEARBORN, OHIO, RIPLEY, AND SWITZERLAND COUNTIES

	Rates
Fringes	
Plumbers and Pipefitters.....	\$ 36.81
27.35	

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 Rensselear), 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 06/01/2022

JASPER AND NEWTON COUNTIES

	Rates
Fringes	
ROOFER.....	\$ 40.79
24.47	

* ROOF0042-002 08/01/2022	
DEARBORN, OHIO and RIPLEY COUNTIES	

	Rates
Fringes	
ROOFER.....	\$ 30.90
17.05	

ROOF0075-001 05/01/2022	
FAYETTE, RANDOLPH, UNION, and WAYNE Counties	

	Rates
Fringes	
ROOFER	
Composition.....	\$ 25.63
20.61	
Slate & Tile.....	\$ 25.85
20.61	

ROOF0075-002 05/01/2021	
CLINTON COUNTY	

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

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

Rates

Fringes

ROOFER

COMPOSITION.....\$ 31.00

18.43

SLATE & TILE.....\$ 30.80

16.52

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

Rates

Fringes

ROOFER.....\$ 27.80

11.75

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

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

ROOF0150-002	07/01/2022
CLAY, GREENE, OWEN, PARKE, SULLIVAN, VERMILLION AND VIGO COUNTIES	

	Rates
Fringes	
ROOFER.....	\$ 28.75
17.55	

SHEE0020-003	07/01/2022

	Rates
Fringes	
Sheet metal worker (HVAC Duct Work).....	\$ 33.58
26.25	

SHEE0020-010	07/01/2022
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.....	\$ 38.83
25.27	

* SHEE0020-011 07/01/2022	
CLINTON COUNTY	

	Rates
Fringes	
SHEET METAL WORKER.....	\$ 36.71
27.78	

SHEE0020-024 07/01/2022	
CLAY, GREENE, MARTIN, OWEN, PARKE, PUTNAM, SULLIVAN, VERMILLION, and VIGO COUNTIES	

	Rates
Fringes	
Sheet metal worker.....	\$ 38.08
22.79	

TEAM0135-003 04/01/2021	
REMAINING COUNTIES	

	Rates
Fringes	
TRUCK DRIVER	
GROUP 1.....	\$ 31.16
17.27	
GROUP 2.....	\$ 31.21
17.27	

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

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 DECISIO"

SECTION C-4

GENERAL SPECIFICATIONS

PART IV

SECTION 3 & EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

401. PRE-CONSTRUCTION CONFERENCE

The contractor agrees that he or an authorized representative of his company or corporation and all subcontractors will attend a pre-construction hearing, sponsored by the Local Public Agency, before any work is accomplished concerning this contract.

402. SECTION 3 COVERED PROJECT AREA

The boundaries of the Section 3 Covered Project Area for this contract are those, coextensive with the Political Jurisdiction of the County of Hamilton, Indiana.

403. SECTION 3 CLAUSE

Every contracting party, contractor and subcontractor shall incorporate, or cause to be incorporated in all contracts for work in connection with a Section 3 covered project, the following clause:

SECTION 3 CLAUSE

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns, which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR-, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

- C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR-- . The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR-- and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR-- and all applicable rules and orders of the Department issued there under prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided and to such sanctions as are specified by 24 CFR--.135.

404. BIDDING REQUIREMENTS

All prospective contracting parties, contractors and subcontractors for work in connection with this Section 3 covered project shall provide, prior to the signing of the contract, a preliminary statement of work force needs (skilled, semi-skilled, unskilled labor and trainees by category); where not known, such information shall be supplied prior to the signing of any contract between contractors and their subcontractors.

405. UTILIZATION OF BUSINESS LOCATED IN OR OWNED IN SUBSTANTIAL PART BY PERSONS RESIDING IN THE COVERED AREA

All contracting parties, contractors and subcontractors undertaking work on this Section 3 covered project shall assure that to the greatest extent feasible, contracts for work to be performed in connection with the project are awarded to business concerns located within this Section 3 covered project area or business concerns owned in substantial part by persons residing in the Section 3 covered area.

406. FULFILLMENT OF SECTION 3 OBLIGATION BY CONTRACTING PARTIES,
CONTRACTORS AND SUBCONTRACTORS

Each contracting party, Contractor and Subcontractors under- taking work in connection with this Section 3 covered project shall fulfill his Section 3 obligations by developing and implementing a Section 3 Affirmative Action Program in accordance with the following format:

SECTION 3
AFFIRMATIVE ACTION PROGRAM

Implementing Section 3 of the Housing and Urban Development Act of 1968, providing for employment opportunities for businesses and lower income persons in connection with HUD assisted projects.

PART I: GENERAL INFORMATION

Contractor's Name and Address

Contractor's EEO Officer & Telephone Number

Project Name

Community Development Block Grant FY2022

Project Number

Project Location (City, County & State)

Fishers, IN; Hamilton County

Construction Starting & Completion Dates

Completion within 60 days upon receipt of Notice to Proceed.

Determination of Project Area Boundaries

The project area for the purposes of this Section 3 Affirmative Action Program is coextensive with the political jurisdiction of the COUNTY OF HAMILTON, INDIANA.

PART II: UTILIZATION OF LOWER INCOME AREA RESIDENTS AS TRAINEES AND EMPLOYEES

Each applicant, recipient, contractor or subcontractor undertaking work in connection with a Section 3 covered project shall fulfill his obligation to utilize lower income project area

residents as trainees and employees to the greatest extent feasible by:

1. Establishing a goal consistent with Section 3 regulations for vacant positions in various occupational categories to be filled by lower income project area residents.
2. Using maximum number of persons in the various training categories in all phases of work to be performed; and, filling all vacant training positions with lower income project area residents except those training positions which remain unfilled after a good faith effort has been made to fill them with eligible lower income project area residents.

Complete the form on the following page (ESTIMATED PROJECT WORKFORCE BREAKDOWN) columns 2, 3, 4, and 5 in establishing goals for the number of positions to be filled by lower income project area residents as employees and trainees in the various occupational categories.

Each applicant, recipient, contractor or subcontractor shall fulfill his obligation to utilize lower income project area residents as trainees and employees to the greatest extent feasible by establishing that a good faith effort has been made. Such good faith effort shall, at a minimum, set forth evidence acceptable to the Secretary of HUD that it has:

1. Ascertained from the Indiana Area Office Director of HUD the boundaries of the Section 3 covered project area.
2. Attempted to recruit from the appropriate areas the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program or the U.S. Employment Service.
3. Maintain a list of all lower income area residents who have applied either on their own or on a referral from any source; and, in the case of trainees, employ such persons, if otherwise eligible and if a trainee vacancy exist; or, in the case of regular applicants determine the qualifications of such persons and employ such persons if their qualifications are satisfactory and if an employment opening exists. If the contractor has no trainee vacancy or no employment opening, the trainee or employment applicant, if otherwise eligible, shall be listed for the first available trainee vacancy or the first available employment opening.
4. Any applicant, recipient, contractor or subcontractor which fills vacant training positions or employment positions in its organization immediately prior to undertaking work pursuant to a Section 3 covered project shall set forth evidence

acceptable to the Secretary of HUD that its actions were not an attempt to circumvent these regulations.

ESTIMATED PROJECT WORKFORCE BREAKDOWN

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
Job Category	Total Estimated Positions	Positions Currently Filled By Permanent Employees	Positions Not Currently Occupied	Positions To Be Filled with L.I.P.A.R.

TRADE:

Journeyman				
Helpers				
Apprentices				
Max. No. Trainees				
Others:				

TRADE:

Journeyman				
Helpers				
Apprentices				
Max. No. Trainees				
Others:				

TRADE:

Journeyman				
Helpers				
Apprentices				
Max. No. Trainees				
Others:				

TRADE:

Journeyman				
Helpers				
Apprentices				
Max. No. Trainees				
Others:				

ESTIMATED PROJECT WORKFORCE BREAKDOWN (Continued)

TRADE:

Journeyman				
Helpers				
Apprentices				
Max. No. Trainees				
Others:				

TRADE:

Journeyman				
Helpers				
Apprentices				
Max. No. Trainees				
Others:				

TRADE:

Journeyman				
Helpers				
Apprentices				
Max. No. Trainees				
Others:				

TRADE:

Journeyman				
Helpers				
Apprentices				
Max. No. Trainees				
Others:				

***** L.I.P.A.R. - (L)ower (I)ncome (P)roject (A)rea (R)esidents *****

Definition: Individuals residing in the designated Section # Project Area whose combined family income does not exceed 90 % of the medium in the Standard Metropolitan Statistical Area.

COMPANY: _____ DATE: _____

SIGNATURE: _____ TITLE: _____

PART III: UTILIZATION OF BUSINESS LOCATED IN OR OWNED IN SUBSTANTIAL PART BY PERSONS RESIDING IN THE AREA

Each applicant, recipient, contractor or subcontractor under- taking work in connection with a Section 3 covered project shall fulfill his obligations to utilize business concerns located within or owned in substantial part by persons residing in the Section 3 covered project area by developing an Affirmative Action Plan.

The Plan shall:

- a. Set forth the approximate number and dollar value of all contracts proposed to be awarded to all businesses within each category (type or profession) over the duration of the Section 3 covered project in question.
- b. Analyze the information set forth in paragraph a. above and the availability of eligible business concerns within the project area doing business in professions or occupations identified as needed in paragraph a. above, and set forth a goal or target number and estimated dollar amount of contracts to be awarded to the eligible business and entrepreneurs within each category over the duration of the Section 3 covered project.

Complete the form at the end of this PART (PROPOSED CONTRACTS BREAKDOWN) columns 1, 2, 3, 4, and 5 in establishing the goals referred to in paragraph a. and b. above.

Each applicant, recipient, contractor or subcontractor shall fulfill his obligation to utilize business concerns located within or owned in substantial part by persons residing in the Section 3 covered project area by establishing that a good faith effort has been made to implement its Affirmative Action Plan. Such good faith effort shall, at a minimum, set forth evidence acceptable to the Secretary of HUD that it has:

1. Ascertained from the Indiana Area Office Director of HUD the boundaries of the Section 3 covered project area.
2. Attempted to recruit from the appropriate areas the necessary eligible business concerns through: Local advertising media, signs placed at the proposed site for the project; and community organization and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program or the U.S. Employment Service, as well as the Chamber of Commerce and any equivalent organizations in the section 3 covered project area.
3. Insertion in bid documents, the Affirmative Action Plan and the identification of the Section 3 project area.
4. Formally contact unions, contractors and subcontractors, and trade associations to secure

their cooperation for this Section 3 Affirmative Action Program.

5. To insure that all appropriate project area business concerns are notified of pending contractual opportunities either personally or through locally utilized media.
6. Insure that contracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a section 3 covered project area.
7. Where competitive bids are solicited, bidders are required to submit their utilization goals, and their affirmative action plans for accomplishing their goals. Bids will be evaluated to determine whether the affirmative action plan proposed will accomplish the stated goals.
8. Where advantageous, seek the assistance of local officials of the HUD Area Office in preparing and implementing the Affirmative Action Plan.

PROPOSED SUBCONTRACTS BREAKDOWN

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
Type of Contract (Business or Profession)	Total Number of Contracts	Approximate Total Dollar Amount of Contracts	Estimated Number of Contracts to Project Area Businesses	Estimated Total Dollar Amount of Project Area Business Contracts

COMPANY: _____

PROJECT NAME: _____

PROJECT NUMBER: _____

E.E.O. OFFICER: _____
(Signature)

DATE: _____

407. EQUAL OPPORTUNITY CLAUSE

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

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, and make available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules regulations, and orders of the Secretary of Labor, or pursuant thereto and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with

procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of labor, or as otherwise provided by law.

- (7) 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 Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

408. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION

CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted:
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority:
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

- 2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors

toward a goal in an approved plan does not excuse any covered Contractor's or Subcontractor's failure to make good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7, a. through 7, p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, the Contractor must employ such apprentices and trainees during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the name, addresses and telephone numbers of each

minority and female off-the-street applicants and minority or female referrals from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, but not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of labor. The Contractor shall provide notice of these programs to the sources complied under paragraph 7, b. above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc.; prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and test to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
- k. Validate all test and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one

or more of their affirmative action obligations (7, a. through 7, p.). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7, a. through 7, p. of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employee related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number,

race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

409. GOALS FOR FEMALE PARTICIPATION IN EACH TRADE

The following goals and timetables for female utilization shall be included in all Federal and federally assisted construction contracts and subcontracts in excess of \$10,000. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a Federal or federally assisted construction contract or subcontract.

Goals and timetables

Timetable	Goals
From April 1, 1980 to Date	6.9 %

Area covered: Goals for women apply nationwide

410. GOALS FOR MINORITY PARTICIPATION IN EACH TRADE

The following goals and timetables for minority utilization shall be included in all Federal and federally assisted construction contracts and subcontracts in excess of \$10,000. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a Federal or federally assisted construction contract or subcontract.

Goals and timetables

Timetable	Goals
Until further notice	3.1 %

Area covered: Political jurisdiction of the City of Fishers

411. STANDARD FORM 257 - EMPLOYMENT UTILIZATION REPORT

Each Contractor (both prime and subcontractors) is required to submit in accordance with the instructions provided, the following Monthly Employment Utilization Report - Standard Form #257.

SECTION C-5

SPECIAL CONDITIONS

501. PROJECT SITE

The project site is located in the City of Fishers, Indiana. More specifically it is located as follows:

FISHERS ADA IMPROVEMENTS – 2023

502. TIME FOR COMPLETION

The work which the Contractor is required to perform under this contract designated as Contract shall be commenced within 10 calendar days after date of issuance by the Owner of the Notice to Proceed to the Contractor and shall be fully completed within

60 calendar days

after date of such Notice to Proceed.

The Bidder's attention is directed to the fact that conflicts with existing utility facilities may be encountered on this project. The completion date for this project may be extended by the Engineer to compensate for utility relocation conflicts.

503. RESPONSIBILITIES OF THE CONTRACTOR

Except as otherwise specifically stated in the Contract Documents and Specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fee or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the contract and to deliver all improvements embraced in this Contract for complete work in every respect within the specified time.

504. UNIT PRICE CONTRACT

This construction contract shall be bid on a unit price basis. Each item on the Itemized Proposal shall be filled in and extended. These unit prices and extension total will be used to determine the Unit Price Bid and by the Engineer in preparing estimates for partial and final payments.

505. CONSTRUCTION INSPECTION

A full-time project inspector shall be designated and provided by the City of Fishers, Department of Engineering or Department of Public Works. Duties of the Inspector shall conform to the applicable requirements of Section 105.09 and 105.10 of the Indiana Department of Transportation Standard Specifications.

The Contractor shall direct all public comments and complaints to the Inspector who shall act as a liaison to the Department of Public Works for all such public comments and complaints.

506. COMMUNICATIONS

- A. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.
- B. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other offices as the Contractor may from time to time designate in writing to the Owner, or if deposited in the U.S. mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office).
- C. All papers required to be delivered to the Owner, and any notice to or demand upon the Owner shall, unless otherwise specified to the in writing to the Contractor, be delivered to the Department of Public Works at Fishers, Indiana, and any notice to or demand upon the Owner via the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for representatives of the Owner or to such address as the Owner may subsequently specify in writing to the Contractor for such purpose.
- D. Any such notice shall be deemed to have been given as of the time of actual delivery, or in case of mailing when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

507. PARTIAL USE OF SITE IMPROVEMENTS

The owner, at its election, may give notice to the Contractor and place in use sections of the improvements which have been completed, inspected and can be accepted as complying with the Specifications and if in its opinion, each section is reasonably safe, fit and convenient, for the use and accommodation for which it was intended, provided:

- A. The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor;

- B. The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections;
- C. The use of such sections shall in no way relieve the Contractor of his liability due to having used defective materials or to poor workmanship; and
- D. The period of guarantee stipulated in the C-1 (133) hereof shall not begin to run until the final acceptance of all work the Contractor is required to construct under this Contract.

508. NOTICE TO MUNICIPAL DEPARTMENT AND UTILITIES

The Contractor shall give written notice to all Municipal Departments and Utilities, or property owners, who pipes, poles, tracks, wires, conduits, or other structures may be affected by the work, ten (10) days in advance in order that they may protect, adjust, remove or rebuild them, or take such measures to minimize inconvenience, unless the Engineer has so notified them and conveys this to the Contractor. He shall also notify the Fire Department and the Police Department twenty-four (24) hours in advance of blocking any street temporarily. The Contractor will abide by the Police Department's decisions and recommendations and construct and maintain any detour in the Project area at no additional cost to the Owner. Any lost time due to the Contractor's failure to give notice to the Municipal Department and Utilities shall not be considered "excusable" under C-1 (111c).

509. CONTRACT DOCUMENTS AND DRAWINGS

The Owner will furnish the Contractor without charge four (4) copies of the Contract Documents, including Specifications and Drawings. Contractor will be furnished four (4) copies of any revised drawings and Supplemental Specification when required. Additional copies requested by the Contractor will be furnished at twenty-five dollars (\$25.00) per each set of Specifications and Drawings.

510. LIQUIDATED DAMAGES

As actual damages for any 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 Owner the following, agreed and liquidated damages for delayed completion, or as modified in accordance with C-1 (109) hereof, until such work is satisfactorily completed and accepted:

Original Contract Amount		Daily Charge
From	To and	Calendar Day
More Than	Including	or Fixed Date
\$ 0	\$ 100,000	\$ 200.00
\$ 100,000	\$ 500,000	\$ 300.00
\$ 500,000	\$ 2,000,000	\$ 400.00

511. BARRICADES AND WARNINGS

Barricades, detour signs, warning signs, and other traffic control and safety devices will be provided prior to the Contract commencing work. All of the above items are to be furnished by the Contractor. The Contractor will assume all responsibility to insure the construction site is secured and that all night lighting devices, flares, and other apparatus is in proper working condition, erected, and maintained until such time that the work is complete or in a safe condition as determined by the Engineer. All intersections and pavement edges exposed during the progress of work shall be ramped at the end of each working day to provide such emergency service as may be required.

512. PROGRESS SCHEDULES

The Contractor shall submit to the Engineer a schedule of work indicating the proposed sequence of work and all pertinent information concerning the scheduling of work. The initial submittal of such schedule shall be made prior to commencing any work on this contract. The submittal of the revised schedules, super imposed upon a copy of the initial schedule, will be required with the submission of each Progress Payment Request as an additional condition of payment release.

513. INSURANCE

Contractor's Liability Insurance

1. For the duration of this Contract, Contractor shall maintain Statutory Workmen's Compensation (including Occupational Disease Insurance) and shall maintain Employer's Liability Insurance with the same minimum amounts.
2. For the duration of this Contract, Contractor shall maintain Blanket Comprehensive General Liability Insurance with Broad Form Property Damage endorsement with the minimum Bodily Injury limits of \$300,000.00 for each person and \$1,000,000.00 for each occurrence. He shall maintain Property Damage Insurance with minimum limits of \$100,000.00 for each person and \$500,000.00 aggregate. The policy shall include Contractor's Protective Liability Insurance with the same minimum limits.

- a. Contractor shall require subcontractors to provide Blanket Comprehensive General Liability Insurance with the same minimum limits. Contractors and subcontractors engaged in demolition, excavation and related work, or construction immediately adjacent to an existing building, whose policies exclude collapse hazard, explosion or underground, shall have such exclusion removed by appropriate endorsements.
3. For the duration of this Contract, Contractor shall maintain Blanket Comprehensive Automobile Liability Insurance for all owner, non-owner, and hired vehicles with minimum limits of Bodily Injury of \$300,000.00 for each person and \$1,000,000.00 for each occurrence and Property Damage minimum limits of \$250,000.00. Contractor shall require subcontractors to provide Blanket Comprehensive Automobile Liability Insurance with the same limits.
4. All Contractors, suppliers, and subcontractors shall furnish Products and completed Operations coverage, and such protection is to continue in effect for at least one year after acceptance, by the Local Public Agency, of the completed work.
5. Contractor shall not commence work at the site under this Contract until he has obtained all required insurance and until such insurance has been approved by the Local Public Agency. The Contractor shall not allow for any subcontractor to commence work until all insurance required has been obtained and approved. Approval of the insurance by the Local Public Agency shall not relieve or decrease the liability of the Contractor hereunder. Policies of the Insurance shall be filed with the Local Public Agency prior to commencing work.
6. The required insurance must be written by a company, acceptable at the Local Public Agency, licensed to do business in Indiana at the time the policy is issued.
7. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance policies shall include a clause to the effect that the policy shall not be canceled or reduced, restricted or limited, until ten (10) days after the Local Public Agency has received written notice as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcripts from the proper office of the insurer, evidencing in particular those insured, the extent of the insurance, the location and the operations to which the insurance applied, the expiration date, and the above-mentioned notice of a cancellation clause.
8. The Contractor further shall indemnify the Local Public Agency and hold it harmless to the extent of any exposure that might be realized in excess of the conversion provisions herein.

SECTION C – 6

DETAILED SPECIFICATIONS

601. GENERAL

The following sections describe the materials to be supplied and the performance requirements for the separate items of construction to be provided under this project.

The plans and specifications are meant to be inclusive so as to provide a complete and acceptable project. The Contractor shall be required to provide everything including, but not limited to, materials, equipment and labor to provide a complete project.

All items of work not specifically described in the following sections, but which are required to complete the project shall be provided and constructed in accordance with the requirements of the Indiana Department of Transportation Standards and Standard Specifications, Current Edition. Payment method for those items shall be determined by the Department of Public Works or the Department of Engineering.

602. INTERPRETATION OF PROPOSAL QUANTITIES

The Bidder's attention is directed to the fact that the estimate of the work to be done and the materials to be furnished under these specifications as shown on the Itemized Proposal are approximate and is furnished only to assist the Contractor in the preparation of his bid.

603. ITEMIZED PROPOSAL

Each item on the Itemized Proposal will be filled in and extended. In determining the Unit Price Bid and in preparing estimates for partial and final payments, the Engineer shall use these unit prices and extension totals.

604. CONDITIONS AT THE SITE

Preliminary to Bidding, each Contractor shall personally visit the site of the proposed work and shall thoroughly familiarize himself as to the nature and location of the work, the topography of the ground, the character, quality, and quantity of the materials to be encountered and re-used, and the kind of equipment during the prosecution of the work. Each Contractor shall familiarize himself with the Contract Documents, Local, State, and Federal Laws and ordinances, and all other matters which can in any way effect the work under this Contract. The Contractor shall not be allowed any extra compensation by reason of any matter or thing concerning which such Contractor might have fully informed himself because of his failure to have so informed himself prior to the bidding. No verbal agreement,

understanding, or conversation with any agent or employee of the Owner, either before or after the execution of this Contract, shall effect or modify any of the terms or obligations herein contained.

605. RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor shall save and hold harmless, the Owner and the Engineer, and their officers, agents and employees from and against all suits or claims that may be based on alleged injury to any person or property that may occur, or that may be alleged to have occurred, in the course of the performance of the contract by the Contractor or by a third person, and whether or not it shall be claimed that the alleged injury was caused by a negligent act or omission of the Contractor: and the Contractor shall, at his own expense and cost, pay all charges of attorneys, and all costs and other expenses arising there from or incurred in connection therewith: and, if any judgment shall be rendered against the Owner, the Engineer or any officer, agent or employee of any thereof, the Contractor shall at his cost and expense, satisfy to discharge same.

606. COOPERATION WITH PUBLIC UTILITIES

The Contractor will be required to cooperate and coordinate his work with all utility companies within the limits of this contract in accordance with the requirements of Subsection 107.17 of the INDOT Standard Specifications and as directed by the Engineer.

Any damage to existing public utilities within the limits of this contract caused by the Contractor's operations or equipment shall be repaired or replaced by the Contractor at his own expense.

No additional compensation of any kind will be made under this contract for any delay, inconvenience, or suspension of road construction caused by the work or relocation and/or reconstruction of the existing facilities either at a temporary location or at their permanent location by the various utility companies involved.

Any repair or replacement work by Public Utilities will be completed prior to the resurfacing of a street. Contractor must contact utilities to adjust facilities (valves, castings, etc.).

607. PROTECTION OF EXISTING DRAINAGE STRUCTURES

The Contractor shall take all necessary precautions during the construction operations to prevent damage to any existing drainage structures caused by the Contractor's operation or equipment. Any so damaged structures shall be repaired or replaced by the Contractor at his own expense.

608. PROTECTION OF PAVEMENT

The Contractor shall take all necessary precautionary measures and perform the work in such a manner as to adequately protect and safeguard the existing pavement or pavement surface to remain in place from any damage due to such operations. The Contractor's attention is also called to the fact that the operation of crawler type construction equipment on those portions of the surface to remain in place will not be permitted and the operation of over-weight or oversize equipment in those areas shall be governed by State and Local laws and regulations. Any damaged portion of the surface or pavement and surface removed in excess of that required for the construction as set out in the plans, shall be satisfactorily replaced or repaired by the Contractor at his own expense. The Contractor's attention is specifically directed to Article 107.12 and 107.16 of the Standard Specifications regarding his responsibility under this contract.

609. STORAGE OF MATERIALS AND EQUIPMENT

The Contractor shall make his own arrangements for storage of material and equipment if he thinks the proposed right-of-way is inadequate.

610. SCHEDULE OF OPERATIONS AND MAINTENANCE OF TRAFFIC

The Bidder's attention is directed to the fact that unless otherwise directed or permitted by the Engineer, the Contractor shall arrange and prosecute the work specified in this contract in such a manner to assure the maintenance of traffic.

It should be noted that residents living along the project and all other emergency traffic such as police, fire protection, ambulances, postal, etc., shall have access at all times.

All existing traffic signs shall be relocated as necessary during the course of the work. It shall be the responsibility of the Contractor to maintain all STOP, YIELD, ONE-WAY, and similar traffic control signs at all times during prosecution of the work. All costs of maintaining traffic will be paid for at the "Lump Sum Price" bid for "Maintaining Traffic" unless otherwise identified as an item in the Bid Proposal. Such lump sum price shall include and be full compensation for all costs incurred by the Contractor for movable barricades, drums, watchmen and flagmen, for lights and flares, for cleaning of the pavement, for maintaining temporary surfaces, for furnishing, installing and removing any temporary drainage structures or temporary drainage that may be necessary, for constructing structures part width at a time, for leaving gaps in the new pavement if required, for removal and disposal of plastic tape used for temporary pavement striping and markings, and for any other items which may be necessary in any way for maintenance of traffic.

611. TREE AND LAWN PROTECTION

The attention of the Bidder is directed to the fact that when constructing the sidewalk, the Contractor must exercise prudence and use reasonable care for the protection of trees, shrubbery, and lawn areas. Moderate trimming of interfering branches will be permitted; however, the remaining branches must be trimmed in order to obtain approximate symmetry.

All disturbed lawn areas must be fine graded and mulch seeded as set out with all application requirements in Section 618 of the Standard Specifications.

The cost of tree protection or trimming and proper restoration of disturbed areas shall not be paid for under separate work items or as "extras", but all such costs must be anticipated by the Contractor and covered in the bid price of the various items of the project.

612. GUARANTEE

The Contractor shall be responsible for maintaining the project for a period of one year from the time of acceptance of the project. The Contractor shall guarantee all work on the construct project for a period of one year against defects in materials, workmanship and construction procedures. Such maintenance shall consist of, but not be limited to, re-grading, re-paving.

613. STAKING

Contractor shall be responsible for setting stakes for construction. Only qualified personnel shall be permitted to do the staking. The cost of this operation shall be included in the cost of other related items.

614. FLAGGING TRAFFIC

It shall be the Contractor's responsibility to protect traffic on all streets and right-of-way while moving equipment throughout the project.

615. CONSTRUCTION SIGNS

All orange construction signs on this project shall have high intensity encapsulated lens reflective sheeting. Construction signs shall be placed in accordance with the Indiana Manual in Uniform Traffic Control Devices. The signs will not be paid for directly, but shall be included in the cost of "Maintaining Traffic".

616. STREET CLEANING

The Contractor shall provide effective dust control in all phases. Loader-mounted pick-up, power sweepers or other types of pull type models shall be used in all phases of street cleaning.

Street cleaning will not be paid for directly, but shall be included in the cost of various items of the contract.

617. TOP SOIL

The Contractor shall take care to conduct his grading operations in a manner that the areas designated on the plans to be seeded or sodded shall have a minimum depth of three (3) inch of sufficient top soil in accordance with Subsections 621.07 and 913.01 of the Standard Specifications. The Contractor shall preserve a sufficient quantity of top soil from common excavation and will be stockpiled if required.

The area to be seeded shall be free of sod, weeds, sticks, roots, rocks, or other matter that would interfere with the grading and compaction of the soil. The area shall be made smooth and uniform and shall be in accordance with the finished grade and cross sections shown on the plans or as otherwise designated. Areas in an intermediate state of construction, prior to finish grading, shall not be left in a condition that will allow ponding of water or excessive erosion of the soils. All work shall be in accordance with applicable sections of Section 208 and Section 621 of the INDOT Standard Specifications, Current Edition.

When cuts are made in material that are not suitable for growing vegetation, the Engineer will authorize an additional three (3) inch of cut beyond the previously authorized cross-section in the areas designated to be seeded or sodded. The cost of additional cut required for placing topsoil will not be paid for directly, but shall be included in the contract unit price for Excavation and Grading.

In the event that sufficient topsoil cannot be obtained from common excavation, special topsoil may be obtained from outside the limits of this project as directed by the Engineer and in accordance with Subsections 621.07 and 913.01 of the Standard Specifications. Payment will be made at the Contract unit price bid per cubic yard and in place for the undistributed quantity of topsoil. No additional compensation shall be allowed for over-hauling common excavation suitable for topsoil, stock-piling or placement of topsoil.

When Borrow is required, the Contractor may elect to preserve the required topsoil from common excavation or furnish Borrow suitable for topsoil. No additional payment will be made for topsoil when Borrow is required unless the quantity of Borrow is not sufficient amount and the additional required amount of topsoil cannot be preserved from common excavation.

618. MULCHED SEEDING

Furnish and place topsoil, fertilizer, and seed on all existing grass plats damaged during construction. All seeded areas shall be mulched to protect the seed and soil. The Contractor is responsible for establishing a good and reasonable stand of grass in the disturbed areas.

Grass seed shall be sown at a rate of not less than three pounds per thousand square feet, and shall be the following analysis:

40 parts Kentucky Blue Grass
30 parts Perennial Rye
30 parts Kentucky 31 Fescue

Areas to be mulched seeded for this contract shall be in accordance with the requirements of Section 621 of the Standard Specifications and the following:

Mulch: Mulching material shall be an acceptable material as set out in Section 913.05 of the Standard Specifications and shall be applied at the rate of 0.75 tons per acre.

Limestone: Agricultural Limestone Treatment will be required in an amount of one-half (1/2) tons per acre.

Fertilizer: Fertilizer with a 10-10-10 analysis shall be applied in the amount of twenty pounds per thousand square feet.

The Unit Price Bid for Mulched Seeding complete in place, shall include the cost of top soil, Mulching Material, Limestone, and Fertilizer. A separate pay item for the contractor to mobilize and demobilize to complete this work will not be paid for directly, but is to be included in the cost of other items.

619. DISPOSING OF EARTHWORK WASTE AND PAVEMENT REMOVAL

It will be the Contractor's responsibility to find a suitable site and obtain permission for the deposit any of the various waste materials from this project, all to the satisfaction of the Engineer. Any permits required for this work shall be the responsibility of the Contractor.

620. TREE/ TREE ROOT REMOVAL

Payment for any tree/tree root removal shall not be paid individually. The Contractor shall remove all trees and shrubs as specified in these plans or as directed by the Owner. Tree/tree root removal shall be included in the cost of Clearing Right-of-Way.

621. TEMPORARY EROSION CONTROL

Temporary erosion control measures will be placed as directed by the Engineer when needed to prevent the run-off of silt from the project site or into drainage structures. When required, the temporary erosion control measures shall be placed in accordance with the INDOT Standard Details included in the contract documents.

All labor and materials required for Temporary Erosion Control shall not be paid for directly, but shall be included in the cost of all other items.

622. TRAFFIC MAINTENANCE

The field location of the signs and barricades associated with traffic maintenance shall be determined by the Engineer. The Contractor will provide, set-up and maintain signs and barricades necessary for traffic maintenance.

Protection of the traveling public during construction is of the utmost importance. Proper equipment, traffic control devices, safety devices and proper procedures are required. Flaggers shall be provided for traffic control as directed. The Contractor shall provide the appropriate number of barrels commensurate with the work activity for each day. Barrels shall remain in place overnight when warranted. The cost of barrels and other traffic maintenance items not specifically called out in the Itemized Proposal shall be included in the cost of other items.

The Contractor shall be paid for the labor and materials necessary for this activity as:

MAINTAINING TRAFFIC – Lump Sum

623. POSTING OF SIGNS AT THE JOBSITE

The Contractor shall require conspicuous posting of the posters and signs noted below:

- Davis-Bacon Act for Employees Working on Federal or Federally Financed Construction Projects
- Employee Polygraph Protection Act
- Equal Employment Opportunity Poster
- Family and Medical Leave Act of 1993
- Federal Minimum Wage under Fair Labor Standards Act
- Notice to Workers with Disabilities
- Occupational Safety and Health Act Workplace Poster
- Service Contract Act

These posters and signs are available from the United States Department of Labor, the Occupational Safety and Health Act, the Indiana Department of Labor, and the Indiana Occupational Safety and Health Act. In particular, the following web site provides many of these posters in electronic format: <http://www.dol.gov/osbp/sbrefa/poster/main.htm>

624. AGGREGATE SPECIFICATIONS

Aggregate shall conform to INDOT specifications and come from a CAPP source.

625. COOPERATION WITH ADJACENT PROPERTY OWNERS

The Contractor will be required to cooperate and coordinate his work with all adjacent property owners to each segment and street being resurfaced. The Contractor shall make contact with property owners via the use of door hangers or other approved methods to inform them of adjacent paving activities and provide at least **48 hours** notice of such work. Property owners should be notified of the work to ensure that vehicles are not parked in the way of paving activities.

Further, within 72 hours of notice to proceed, the Contractor shall place door-hangers to notify property owners of their responsibility for pruning, trimming, and removal of trees and/or limbs that extend into the public right-of-way pursuant to Fishers Ordinance 120511.

626. HERBICIDE

The Contractor shall apply herbicide to weeds and any organic material found in gutter lines or curb lines to kill weeds or other similar growth prior to paving operations commence on any street contemplated in this project. The cost of supplying the labor and materials to perform this work shall be included in the cost of other items.

627. COOPERATION WITH UTILITIES

The Contractor will be required to cooperate and coordinate his work with all utility companies within the limits of this contract in accordance with the requirements of Subsection 107.17 of the INDOT Standard Specifications and as directed by the Engineer. Any damage to existing public utilities within the limits of this contract caused by the Contractor's operations or equipment shall be repaired or replaced by the Contractor at his own expense. No additional compensation of any kind will be made under this contract for any delay, inconvenience, or suspension of road construction caused by the work or relocation and/or reconstruction of the existing facilities either at a temporary location or at their permanent location by the various utility companies involved. Any repair or replacement work by Public

Utilities will be completed prior to the resurfacing of a street. Contractor must contact utilities to adjust facilities (valves, castings, etc.). The Contractor shall be responsible for the relocation of all power poles, telephone poles, water hydrants, and the trimming or removal of the trees. The Contractor shall be responsible for adjusting all street valves, castings, manhole covers to finish street grade.

The Contractor shall at all times exercise such precautions as may be necessary to not inflict any damage, injury or interruption of any utility installations, including gas mains, water mains, power cables, telephone cables, telegraph cables, or any other such utilities as may be encountered underground or on the surface. In the event the Contractor runs into any of the aforesaid installations in the course of construction, he shall forthwith notify the Engineer of such condition, and shall not move any of the aforesaid utility installations without the express consent of the Owners in writing. The successful bidder is hereby notified there are utilities located on the sites they will be conducting work.

628. PROTECTION OF STRUCTURES AND TEMPORARY EROSION CONTROL

The Contractor shall take all necessary precautions during the construction operations to prevent damage to any existing drainage structures caused by the Contractor's operation or equipment. Any so damaged structures shall be repaired or replaced by the Contractor at his own expense. Temporary erosion control measures will be placed as directed by the Engineer when needed to prevent the run-off of silt from the project site or into drainage structures. When required, the temporary erosion control measures shall be placed in accordance with the INDOT Standard Details. All labor and materials required for Temporary Erosion Control shall not be paid for directly, but shall be included in the cost of all other items.

629. WORK IN ADVERSE WEATHER

During adverse weather, the Contractor shall take all precautions so that the work may be properly done and satisfactory in all respects. When required, protection shall be provided by use of tarpaulins, wood and building paper shelters, or other approved means.

During cold weather, materials shall be preheated, if required, and the materials and adjacent structure into which they are to be incorporated shall be made and kept sufficiently warm so that a proper bond will take place and a proper curing, aging, or drying will result. Protected space shall be artificially heated by approved means which will result in a moist or a dry atmosphere according to the particular requirements of the work being protected.

630. WORK TO CONFORM

All work shall conform to the lines, levels and grades indicated on the drawings, or given by

the Engineer, and shall be built in a thoroughly substantial and workmanlike manner, in accordance with the Plans and Specifications and directions given from time to time by the Engineer.

All work done without instructions having been given therefore by the Engineer, or done without proper lines or levels, or done during the absence of the Engineer or his agent, will not be paid for, except when such work is authorized by the Engineer in writing. Work so done may be ordered uncovered or taken down, removed and replaced at each Contractor's sole cost and expense.

The Contractor shall rectify all quantities on a daily basis with the Engineer, or his representative. The Contractor will be asked to verify his daily quantities of materials delivered to the jobsite or placed on the jobsite through written means: daily reports, triplicate inspectors logs, or other forms of clarifying the materials on the jobsite.

631. EQUIPMENT AND MATERIALS APPROVAL

As soon as possible after the Contract has been executed, the Contractor shall submit to the Engineer, data relating to materials and equipment he proposes to furnish for the work. Such data shall be in sufficient detail to enable the Engineer to identify the particular product in question, and to form an opinion as to its conformity to the Contract requirements.

When required the Contractor shall furnish, to the Engineer, triplicate sworn copies of manufacturer's shop or mill test (or reports from independent testing laboratories) relative to materials and concrete data, and equipment performance ratings.

After approval of the samples, data, etc., the materials and equipment used on the work shall correspond therewith.

632. INCLUDED ASSOCIATED COSTS

The Contractor is hereby notified that Pay Items "Sidewalk, Concrete (SYS)" "Curb and Gutter, Concrete (LFT)", and "Curb and Gutter, Roll Curb (LFT)" in the Itemized Proposal shall include all materials, labor and equipment in order to perform this work including removal/disposal of debris, excavation, compacted aggregate base (Type O No. 53 up to a maximum of 5 inches), form and finishing. This pay item shall be an inclusive price to provide finished, completed sidewalk panels, and curb and gutter.

The Engineer, or his authorized representative, shall inspect each Sidewalk Removal location and instruct the Contractor to either remove and replace the base material, or recompact and utilize the existing material found beneath sidewalk panels that have been removed.

For the purposes of preparing the bid documents, the Owner has assumed all sidewalk panels

to be replaced will require removal of stone or other base material and replacement with up to 5 inches of compacted aggregate.

633. TREE RESTORATION

If due to the reasonable work efforts by the Contractor there is damage to trees, shrubs, or other similar landscaping, the Contractor shall be required to prune as reasonably necessary to leave the tree or other landscaping in similar condition to which he found it. This could include pruning, trimming or otherwise shaping as required by the Owner. No direct payment shall be made for this effort, if required, but shall be included in the cost of other items.

634. CURB RAMPS

The Contractor is hereby notified that Pay Item "Curb Ramp, Concrete (SYS)" in the Itemized Proposal shall include all materials, labor and equipment in order to perform this work including demolition of existing Curb Ramp, removal/disposal of debris, excavation, compacted aggregate base (Type O No. 53 up to a maximum of 5 inches), form and finishing. This pay item shall be an inclusive price to provide finished, completed Curb Ramps. Detectable Warning Plates are not included in Pay Item "Curb Ramp, Concrete (SYS)" and shall be accounted for in a separate Pay Item "Detectable Warning (SYS)".

634. DOOR HANGERS – IRRIGATION SYSTEMS

Two weeks (Fourteen days) prior to work commencing in the field, the CONTRACTOR shall place door hangers to notify property owners of their responsibility to locate and mark any and all privately owned irrigation system components that are within the Right of Way of the project limits. Door hangers should include the date the door hanger was placed and the date two weeks in the future by which irrigation system components shall be marked by the property owner.

HUD SECTION 3 INFORMATION PACKET – HAMILTON COUNTY, INDIANA

The purpose of Section 3 under the U.S. Department of Housing and Urban Development (HUD) Act of 1968 is to contribute to the establishment of stronger, more sustainable communities by ensuring that employment, training and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed towards low- and very low-income persons, particularly those who receive government assistance for housing. For more information go to <https://www.hud.gov/sites/dfiles/OCHCO/documents/2021-07cpdn.pdf>.

When does Section 3 apply?

- Section 3 applies to training or employment arising in connection with HUD funded housing rehabilitation, housing construction, or other construction projects.
- When the total amount of federal funds assistance to the project exceeds a project threshold of \$200,000.
- If triggered, Section 3 applies to the entire project's labor hours including efforts that are financed by other, non-HUD sources of funds.

Whose Labor Hours need to be tracked?

- The final rule at 24 CFR 75, effective November 30, 2020, changes from tracking new hires to tracking labor hours to emphasize continued long-term employment and the hiring, training and retaining of workers.
- Grantees and their contractors are required to report the total paid, 100%, of all labor hours for all workers, Section 3 workers and Targeted Section 3 workers.
- See SECTION 3 LABOR HOUR TRACKING for assistance in tracking hours. This form should be submitted weekly to enable monitoring of a Contactor's progress in meeting Section 3 benchmarks.
- Who to include:
 1. All workers:
 - Include all hours worked by skilled and unskilled workers on the job.
 - Labor hours do NOT include 'non-construction' professional service hours that might require the worker to have an advanced degree or professional license.
 - However, if employees in professional services roles meet the definition of a Section 3 worker or Targeted Section 3 worker, their labor hours can be reported in the applicable Section 3 worker labor hours category.
 2. Section 3 workers:
 - A Section 3 worker is a worker who currently fits or, when hired within the last five years, and after November 30, 2020, fits at least one of the following categories:
 - A low- or very low-income person that met HUD income limits for the previous or annualized calendar year. Income limits may be obtained from the Noblesville Housing Authority CDBG Manager.
 - Is employed by a Section 3 business concern, or
 - Is a Youth Build participant.
 - Labor hours for a Section 3 worker may be counted on projects for five years from when their status as a Section 3 worker is established. The five-year period for a worker cannot begin before November 30, 2020, the effective date of the final rule.
 - Benchmark = Twenty-five (25) percent of the total number of labor hours worked.

3. Targeted Section 3 workers must be employed by a Section 3 Business concern or meet the definition of a Section 3 worker, plus:
 - Lives within the service area or neighborhood of the project.
 - Service area is an area within one mile of the Section 3 project. If fewer than 5,000 people live within that one mile, then within a circle centered on the Section 3 project that is sufficient to encompass 5,000 people according to the U.S. Census.
 - Is a Youth Build participant.
 - Benchmark = Five (5) percent of the total number of labor hours worked.

What is a Section 3 Business?

- A Section 3 business concern is defined by 24 CFR 75.5 as a business that meets at least one of the following criteria, documented within the last six-month period:
 - At least 51% owned and controlled by low- or very low-income persons
 - Over 75% of the labor hours performed for the business over the previous 3-month period are performed by certified Section 3 workers; or
 - At least 51% owned and controlled by current residents of public housing or Section 8-assisted housing
- To learn more <https://www.youtube.com/watch?v=AimGMuDq9jU>
- To register as a Section 3 Business concern, see the attached Section 3 Business Self-Certification Form or visit <https://portalapps.hud.gov/Sec3BusReg/BRegistry/BRegistryHome>

What Documentation is required?

An employer must maintain one of the following records from the time the worker is certified as meeting the Section 3 worker definition for the five-year period or from the time of hire (if hired within the last five years). A Section 3 Resident Self-Certification Form is included within this information packet.

- A worker's self-certification that their income is below HUD's income limit from the prior calendar year;
- A worker's self-certification that they reside in public housing or participate in the Housing Choice Voucher Program, Section 8 – assisted housing.
- Certification from a Public Housing Authority (PHA), or an owner or property manager of project-based Section 8 – assisted housing, or an administrator of tenant-based Section 8 – assisted housing that the worker is a participant in one of their programs.
- An employer's certification that the worker's income from that employer is below HUD's income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis.
- An employer's certification that the worker is employed by a Section 3 business concern.
- For Targeted Section 3 workers, in addition to the documentation certifying that the worker meets the definition as a Section 3 worker, one of the following sources must be maintained:
 - Employer's confirmation that the worker resides within one mile of the job site or within a circle encompassing 5,000 people.
 - Employer's certification that it is a Section 3 Business.
 - Worker's self-certification that the worker is a Youth Build participant.

Examples:

1. Hamilton County, Indiana funds a project with \$500,000 of CDBG Funds, it exceeds the \$200,000 threshold and Section 3 is attached to the full \$6,000,000 project.

ABC Company received the contract for the \$6,000,000 housing construction project partially funded by Federal funds. The Contractor estimates that the project will take 40,000 hours of labor and will require 20 skilled tradesmen. The Contractor assigns five (5) workers, who were hired in April 2021 and at which time qualified as Section 3 workers, to the project. Final accounting of hours shows that there was a total of 40,121 hours and that Section 3 workers provided 10,124 labor hours on the project. $10,124/40,121 = 25.2\%$ They met the benchmark for Section 3 workers.

One of the Section 3 workers assigned to the job qualified because he was a Youth Build participant and therefore also qualified as the lone Targeted Section 3 worker. After he had worked 1,800 hours on the project, he was reassigned to another project. With $1,800/40,121 = 4.2\%$, they would not meet the Targeted Section 3 Worker benchmark.

However, a new project engineer working on the project and who's hours had not been counted previously is now counted because she lives within the neighborhood and her income from the previous year qualified her as Section 3. She completed 220 hours of professional services on the project. $1,800 + 220 = 2,020/40,341$ ($40,121 + 220$) = 5%, they have now met the benchmark for Targeted Section 3 and the new amount for Section 3 is $10,334/40,341 = 25.6\%$.

2. A Section 3 Labor Hour Tracking form from early in the project might look like what is shown below.

SECTION 3 LABOR HOUR TRACKING FOR HAMILTON COUNTY INDIANA

NAME OF CONTRACTOR ☒ OR SUBCONTRACTOR _____		CONTRACTOR ADDRESS			PROJECT NAME AND LOCATION		
ABC Construction Company		123 N Main St.	Evansville, IN	47710	Big House on the corner of This & That Streets		
IS THE CONTRACTOR A SECTION 3 BUSINESS Yes ☒ No ☐		PAYROLL # <u>4</u>	FOR WEEK ENDING <u>7/30/2021</u>		START DATE: <u>7/6/21</u> FOR TOTAL PROJECT TO DATE		
NAME OF WORKER	IDENTIFYING NUMBER (e.g. Last 4 digits of social security number)	A: TOTAL HOURS WORKED THIS WEEK	B: HOURS WORKED BY SECTION 3 WORKER	C: HOURS WORKED BY TARGETED SECTION 3 WORKER	D: TOTAL HOURS WORKED ON THE PROJECT TO DATE	E: HOURS WORKED BY SECTION 3 WORKER	F: HOURS WORKED BY TARGETED SECTION 3 WORKER
1 John Doe	1234	40	0	0	157	0	0
2 Paul Jones	5678	40	0	0	152	0	0
3 George Adams	9123	40	0	0	120	0	0
4 Adam Day	4567	40	40	0	120	120	0
5 Jude Smith	8912	5	5	5	26	26	26
6							
7							
8							
9							
10							
11							
12							
TOTAL HOURS WORKED		165	45	5	575	146	26
PERCENTAGE OF SECTION 3 HOURS WORKED		100.00%	27.27%	3.03%	100.00%	25.39%	4.52%
			Total Column B divided by Column A	Total Column C divided by Column A		Total Column E divided by Column D	Total Column F divided by Column D
Sign _____		Date _____					

SECTION 3 BUSINESS SELF-CERTIFICATION FORM

The purpose of this form is to identify Section 3 Businesses under the HUD Act of 1968 certification requirements. Section 3 contributes to the establishment of stronger, more sustainable communities by ensuring that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed towards low- and very low-income persons, particularly those who receive government assistance for housing. For more information and to register online go to <https://portalapps.hud.gov/Sec3BusReg/BRegistry/What>

Business Name _____

Street Address (cannot be a P.O. Box number) _____

City, State, Zip _____

Authorized Agent _____ Title _____

Phone: _____ Email: _____

Type of Business: ____ Corporation ____ Partnership ____ Sole Proprietorship ____ Other

Federal ID #: _____ UEI #: _____

I certify that I am an authorized agent of said business and that the business is eligible for Section 3 Business Certification in accordance with the standard checked below:

- ☐ At least 51% owned and controlled by low- or very low-income persons as shown by the chart below; or

2022 HUD Income Guidelines	30% AMI	50% AMI	80% AMI
1 Person	\$19,200	\$32,000	\$51,150

- ☐ Over 75% of the labor hours performed for the business over the previous 3-month period are performed by certified Section 3 workers; or
- ☐ At least 51% owned and controlled by current residents of public housing or Section 8-assisted housing.

I hereby certify to the U.S. Department of Housing and Urban Development (HUD), Noblesville Housing Authority, and to Hamilton County, Indiana that to the best of my knowledge and belief, all of the information on this form is true, complete, and correct. I understand it is my responsibility to conduct any due diligence necessary to make this certification and to maintain documentation establishing my Section 3 Business concern status. I also understand that failure to fully and accurately complete this form may result in debarment or other administrative remedies available to HUD, and criminal or civil penalties under federal, state, and local laws.

Signature

Date

SECTION 3 RESIDENT SELF-CERTIFICATION FORM

The purpose of this form is to identify persons who may be eligible to self-certify as a Section 3 Resident under the HUD Act of 1968 certification requirements. Section 3 contributes to the establishment of stronger, more sustainable communities by ensuring that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed towards low- and very low-income persons, particularly those who receive government assistance for housing.

Name _____

Street Address (cannot be a P.O. Box number) _____

City, State, Zip _____

Phone: _____ Email: _____

I certify that, on this date, I am a legal resident of the United States and meet the income eligibility and federal guidelines for a Section 3 Resident within Hamilton County, Indiana. Furthermore, I qualify as a Section 3 Resident in accordance with at least one of the following standards:

- ☐ Reside in public housing at (name of housing development) _____; or
- ☐ Participate in the Housing Choice Voucher Program, Section 8-assisted housing, managed by the Noblesville Housing Authority (NHA); or
- ☐ Participate in the Youth Build program; or
- ☐ Income from the prior calendar year is below the HUD's income limit as shown in the chart below. The total annual income for the household was \$_____ and there are a total of _____ family members residing in the household.

2021 HUD Income Guidelines	30% AMI	50% AMI	80% AMI
1 Person	\$17,150	\$28,600	\$45,750

I hereby certify to the U.S. Department of Housing and Urban Development (HUD), Noblesville Housing Authority, and to Hamilton County, Indiana that to the best of my knowledge all of the information on this form is true and correct. I attest under penalty of perjury that my total household income and household size is as shown above, and that proof of this information may be requested in the future. If found to be inaccurate, I understand that I may be disqualified as an applicant and/or a certified Section 3 individual which may be grounds for termination of training, employment, or contracts that resulted from this certification. I also understand that failure to fully and accurately complete this form may result in other administrative remedies available to HUD. Finally, I authorize the Noblesville Housing Authority and Hamilton County, Indiana to include my name on a list of Section 3 Residents seeking employment and to include my contact information so that contractors may contact me for employment.

Signature

Date

Individuals may post their resume at <https://hudapps.hud.gov/OpportunityPortal/index.action>




Section 3

Job Training, Employment, & Contracting Opportunities

www.hud.gov/section3

WHAT IS SECTION 3?

Section 3 is a provision of the Housing and Urban Development Act to ensure that **jobs, training, and contracting** generated by HUD funding shall, to the greatest extent feasible, be **directed towards:**

- low- and very low-income people
- recipients of government assistance for housing
- businesses that provide economic opportunities to low- and very low-income people

Section 3 helps foster local economic development, neighborhood improvement, and individual self-sufficiency.

DOES SECTION 3 APPLY TO YOU?

If you are a recipient of government assistance for housing or if your household income falls below HUD's income limits, you may qualify as a **Section 3 worker, targeted Section 3 worker, or Section 3 business concern.**

OPPORTUNITY PORTAL

<https://hudapps.hud.gov/OpportunityPortal/>

Section 3 workers may use the Opportunity Portal to search for jobs AND post their profile/employment history for companies to search.

Employers may use the Opportunity Portal for posting job/contract opportunities or search for Section 3 workers to fill positions.

 section3@hud.gov

 [@HUDMidwest](https://twitter.com/HUDMidwest)





Opportunity Portal Tutorial



https://www.youtube.com/watch?v=a_T_sPQQQ4

RESOLUTION NO. R052323E

**A RESOLUTION OF THE CITY OF FISHERS
BOARD OF PUBLIC WORKS & SAFETY APPROVING A BID FOR THE
CONSTRUCTION OF CERTAIN ADA FACILITY IMPROVEMENTS (CDBG)**

WHEREAS, the City of Fishers, Hamilton County, Indiana (“City”) receives annual Community Development Block Grant (“CDBG”) funding;

WHEREAS, as a recipient of CDBG funding, the City is generally required by the Department of Housing & Urban Development (“HUD”) to prioritize the curing of non-compliant facilities within certain areas of its community;

WHEREAS, the City desires to construct certain ADA facility improvements throughout its community (“Project”), all as more specifically described in the bid specifications, which are attached hereto and incorporated herein as Exhibit A;

WHEREAS, Fishers bid the Project in accordance with Ind. Code § 36-1-12-4, and whose bid responses are attached hereto and incorporated herein as Exhibit B;

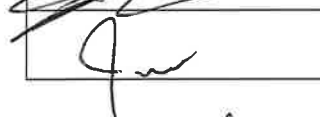
WHEREAS, the City now desires to award the bid for the Project to the lowest responsible and responsive bidder.

NOW THEREFORE, be it resolved by the City of Fishers Board of Public Works & Safety meeting in regular session as follows:

- Section 1.** The Board hereby awards the bid for the Project to CC&T Construction Co., Inc., which is more particularly described in Exhibit B, attached hereto and incorporated herein.
- Section 2.** The Board hereby designates the Mayor or his designee to execute the bid and any and all documents in furtherance of the Project.
- Section 3.** This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED by the City of Fishers Board of Public Works & Safety this 23rd Day of May, 2023.

**BOARD OF PUBLIC WORKS & SAFETY,
CITY OF FISHERS
HAMILTON COUNTY, INDIANA**

YAY		NAY	ABSTAIN
	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST:



Kari Adriano, Board Clerk

DATE:

5/23/23

This instrument prepared by: Lindsay M. Bennett, City Attorney, City of Fishers, Hamilton County, Indiana,
One Municipal Drive, Fishers, Indiana, 46038

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." /s/ Lindsey M. Bennett

Contract Documents, Plans & Specifications

for

ADA ramp Improvements

FISHERS ADA IMPROVEMENTS - 2023

Prepared for:

Department of Engineering

City of Fishers, Indiana
11565 Brooks School Rd
Fishers, IN 46037



Certified by:

February 21st, 2023

A handwritten signature in black ink, appearing to read "J. Taylor", written over a horizontal line.

Jason Taylor, P.E.
Director of Engineering

Prepared By:

Department of Engineering

City of Fishers, Indiana
Three Municipal Drive
Fishers, IN 46038



CONTRACT DOCUMENTS FOR

REMOVAL AND REPLACEMENT OF SIDEWALK for ADA IMPROVEMENTS

FISHERS ADA IMPROVEMENTS - 2023

CITY OF FISHERS, INDIANA

Scott Fadness, Mayor

FISHERS BOARD OF PUBLIC WORKS & SAFETY

Scott Fadness, Mayor

Jeff Lantz, Member

Jason Meyer, Member

Lindsey Bennett, City Attorney

DEPARTMENT OF ENGINEERING

DEPARTMENT OF PUBLIC WORKS

Three Municipal Drive

Fishers, IN 46038

Jason Taylor, P.E.

Director of Engineering

Eric Pethtel

Director of Public Works

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SECTION A-1

SCOPE OF WORK

The work set out in this contract is located within the City of Fishers, Indiana. More specifically it is located within the following neighborhoods:

Oxford, Harvard, and Princeton Parks Subdivisions

The proposed work entails the completion of removal and replacement of previously identified sidewalk ADA ramps and adjacent panels to improve ADA compliance.

The successful bidder shall furnish all labor, tools, equipment, materials, supplies and services necessary to accomplish the work in accordance with the drawings, specifications and special provisions attached hereto and made a part of these specifications.

All work is to be completed within a maximum of:
60 consecutive calendar days

from the issuance of the Notice to Proceed by the City of Fishers.

NOTICE TO BIDDERS

Sealed bids for construction of ADA Curb Ramps and adjacent sidewalk panels in the: Harvard Park, Oxford Park, and Princeton Park Subdivisions (on Eller Road) of the City of Fishers, Indiana will be received by the:

**Department of Engineering
11565 Brooks School Rd
Fishers, Indiana 46038
until 10:00 AM local time on the 13th day of March 2023**

at which time and place all bids will be publicly opened and read aloud.

Any bids received after the above specified time and date will be returned to bidders unopened. This project will be funded wholly with Federal money under the Community Development Block Grant (CDBG).

Bidding and Contract Documents including Drawings and Specifications may be examined in the office of the Department of Engineering, 11565 Brooks School Rd, Fishers, Indiana 46037.

Copies of all Contract Documents, including Drawings and Specifications may be obtained on or after February 22nd, 2023 from the Department of Engineering at the above stated address between the hours of 8:30 AM and 4:30 PM Monday through Friday, except holidays. There will be a charge of \$50.00 for each set of plans with specifications.

Additionally, digital Bid Documents and Plans can be obtained for a fee of \$50 via this link: <https://fishersin.viewpointcloud.com/categories/1079/record-types/1006533> Partial sets will not be sold. All checks are to be made payable to the City of Fishers. The \$50.00 charge is Not Refundable.

All materials furnished and labor performed incidental to and required by the proper and satisfactory execution of the Contract to be made shall be furnished and performed in accordance with requirements from the Drawings and Specifications included with these Contract Documents.

A **mandatory Pre-Bid Conference** for discussion of the Project, the bidding requirements and other important matters will be held on **March 8th, 2022 at 1:00pm. Please note that this will be a virtual meeting. Please contact the Department of Engineering at 317-595-3160 for information on accessing this virtual meeting.** All prospective bidders are required to attend the Pre-Bid Conference. For special accommodations required for handicapped individuals planning to attend the Pre-Bid Conference or public bid opening meeting, please call or notify the City of Fishers at (317) 595-3160 at least forty-eight (48) hours prior thereto.

No bids shall be withdrawn for a period of sixty (60) calendar days after the bid opening without written consent of the Fishers Board of Public Works.

A certified check or bank draft, payable to the order of the City of Fishers, negotiable U.S. Government Bonds (at par value) or a satisfactory Bid Bond executed by the Bidder and acceptable surety, in an amount equal to five percent (5%) or the total amount of the bid shall be submitted with each bid. Bid Guaranty will be returned to unsuccessful bidders upon selection of the successful bidder. Bid Guaranty of the successful bidder will be returned upon the signing of contracts and submission of performance and payment bonds to the City of Fishers.

Bids may be held for a period not to exceed sixty (60) days from the date of Bid Opening for the purpose of reviewing the Bids and investigating the qualifications of the Bidders prior to the award of a Contract.

Attention is called to the fact that no less than minimum salaries and wages as set forth in the Contract Documents must be paid on this Project and that the Contractor must ensure that all employees and applicants for employment are not discriminated against because of their race, creed, color, sex or national origin.

Contractor/bidders shall be aware that this project is covered under the provisions of the Davis-Bacon Prevailing Wage Act. All laborers, mechanics, and personnel working on this project shall be paid at a minimum according to the prevailing wages indicated in the Wage Decision contained in the project manual.

The work to be performed under this Contract is on a Project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the Affirmative Action Requirements contained in Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u and Executive Order 11246, as amended. Women and Minority Owned businesses qualified to perform the work contemplated by this solicitation are encouraged to Bid.

The City of Fishers reserves the right to reject any or all bids or to waive any informalities in the bidding to the extent permitted by law.

Jason Taylor
Director of Engineering
Department of Engineering
City of Fishers, Indiana

Dated this 16th day of February 2023.

To be Published:

February 22nd, 2023 and March 1st, 2023: Noblesville Times

February 24th, 2023 and March 3rd, 2023: *Indianapolis Recorder*

**NOTICE OF
REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(Executive Order 11246)**

1. The Offeror's or Bidders' attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetable	Goals for minority participation in each trade	Goals for female participation in each trade

Until Further Notice	3.1	6.9

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR Part 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting for this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor, estimated dollar amount of the subcontract, estimated starting and completion dates of the

subcontract, and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is coextensive with the political jurisdiction of the City of Fishers, Indiana.

EQUAL EMPLOYMENT OPPORTUNITY

Executive Order 11246
(30 F.R.12319-25)

CFR 41-60-1.4

Sec. 202. Except in contracts exempted in accordance with Section 204 of this order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractors' commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor for purposes of investigation to ascertain compliance with each rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clauses of the contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or part the contractor may be declared ineligible for Government contracts in

Executive Order 11246 (Subpart B Section 202 cont.)

accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contract will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of Secretary of Labor pursuant to Section 202 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the contractor becomes involved in, or as threatened with, litigation with a sub-contractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

SECTION A-2

INSTRUCTION TO BIDDERS

1. IDENTIFICATION AND SUBMISSIONS OF BID PROPOSAL FORM

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

BID FOR: FISHERS ADA IMPROVEMENTS – 2023

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 Architect/Engineer. A single ink line shall be drawn through item being modified, and modification shall be printed or typed directly above.

3. WITHDRAWAL OF PROPOSAL

Any bidder may withdraw his bid proposal at any time until scheduled time for opening of bid proposals. No bid proposals shall be withdrawn after scheduled time for opening of bid proposals without consent of Local Public Agency (Owner) or for a period of 60 calendar days.

4. AWARD OF CONTRACT

- a. Contract: The Contract shall be deemed to have been awarded when Notice of Award shall have been served upon the awardee by an officer or agent of the Local Public 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 the extent provided by law.
- c. Security: The Security shall be released to unsuccessful bidders when a contract has been awarded, but in no case longer than the 60-day period set for holding of bids.

5. EXECUTION OF CONTRACT AGREEMENT

- a. Contract: The Contract shall be on a form as provided by Local Public Agency (Owner). All parties shall examine the contract before being executed.
- b. Contract: The Contract shall be executed within ten (10) days after award of Contract unless all parties agree upon an extension of time.

6. SITE EXAMINATION

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

7. QUESTIONS

- a. Interpretation or explanation of Contract Documents will be made by Local Public Agency (Owner). 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 Local Public Agency (Owner) a written request for an interpretation. Any interpretation of such Contract Documents will be made by addendum issued.
- b. Architect/Engineer may issue addendum during time of bidding, but not later than three (3) days before bid opening time. Addenda shall be e-mailed or delivered to each person receiving a set of Contract Documents, and to such other prospective bidders who shall have requested that they be furnished with a copy. All addenda shall be noted and dated in the Bid Proposals Form, and in closing the Contract, shall become a part thereof.

8. SUBSTITUTIONS

Where, in the Specifications, one or more certain materials, trade names, or articles of certain manufacture are mentioned, it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting competition. Other names of materials can be used, if in the opinion of the Architect/Engineer, they are equal in durability and efficiency to those mentioned and of a design in harmony with the work outlined, and the Architect/Engineer gives written approval of said substitution before the articles and materials are ordered by the Contractor.

9. BASIS OF BID PROPOSAL

- a. Legal and Acceptable Bids: Bids shall only be from Contractors regularly engaged in the field of business, for the construction, as specified.
- b. Start: Contractor shall commence work within 10 calendar days after issuance of Notice to Proceed and shall complete each division of the work within the period of time indicated in the contract documents.
 - a. Coordination: Contractor shall be obligated to commence, carry on, coordinate, and complete work in its various stages so that the whole job will be accomplished in a

scheduled manner, and within the completion time set forth.

- b. Delays: Delays in construction caused by conditions definitely beyond the control of Contractor shall be reason for extension of completion date.

10. PREPARATION OF BID PROPOSAL FORMS

- a. Copies: Copies shall be submitted on forms provided (approved by State Board of Accounts). One (1) copy shall be submitted.
- b. Amounts: Amounts shall be written with ink or typewriter in words and figures where requested. Should there be any discrepancies between words and figures indicating any amount in the proposal, amount written in words shall be taken as the correct amount.
- c. Spaces for amount of bids not bid upon shall be filled in with "NO BID" so that all blanks are filled.
- d. Signatures: Any bid proposal not signed by the "individual" making same shall have attached to it a Power of Attorney, evidencing authority to sign bid name of person for whom it is signed.
- e. Partnership: Bid Proposal signed for a "partnership" shall be signed by all partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to bid a Power of Attorney, evidencing authority to sign bids, executed by the partners.
- f. Corporation: Bid Proposals that are submitted by a "corporation" shall have correct corporate name and signature of the President (or other authorized officer of the corporation) and Secretary, manually written below corporate name, following the word "By", and shall have affixed the corporate seal.
- g. Exceptions: Limited or Qualified bid proposals will not be accepted.

11. BID SECURITY

- a. Each bid proposal shall be accompanied by a Bid Bond, Cashiers Check, or Certified check in the monetary amount of not less than five percent (5%) of the total bid submitted, including any add alternates as a good faith deposit that if the Local Public Agency (Owner) accepts the proposal the bidder will enter into a contract and furnish good and sufficient surety for the faithful performance of such contract and for prompt payments for labor and material furnished in the prosecution of the contract.
- b. In the event of the failure of the successful bidder to enter such contract and give such bond or bonds, the difference not to exceed the amount specified in the acceptable bid

and such larger amount for which the Local Public Agency (Owner) may in good faith contract with another party to perform the work covered by said bid shall be paid to the Local Public Agency (Owner) by said successful bidder.

12. PERFORMANCE, LABOR AND MATERIAL BONDS

Successful contractor must furnish a Performance Bond, and Labor and Material Payment Bond. Bonds shall be submitted on the forms provided in the Contract Documents, or their acceptable equivalent. Cost of Bonds will not be paid for directly by the Local Public Agency (Owner) but shall be included in cost of other items in the "Base Bid". Bonds shall remain in effect for one year from date of final acceptance of the project. Bonds shall be payable to the Local Public Agency.

13. SALES TAX EXEMPTION

Local Public Agency (Owner) is exempt from payment of Indiana Sales or Use Tax, and will furnish the Contractor with necessary exemption number at the proper time.

14. BID TABULATIONS

After the proposals are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the Itemized Bid by the unit bid prices. The results of such comparisons will be available immediately to the public. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern.

15. UNIT BID PRICES ON ALTERNATE BIDS

If Alternate Bids are included in the Contract, the unit bid price for each applicable item on the Alternate Bids shall be the same as the unit bid price for that item on the Base Bid.

16. PROPOSAL CONTENTS

All bid proposals shall include properly executed:

1. Bid Proposal Form
2. Non-Collusion Affidavit
3. Bid Security
4. Certification of Non-Segregated Facilities
5. Standard Questionnaire and Financial Statement for Bidders, General Form No. 96 (Revised 2013), prescribed by the

- Indiana State Board of Accounts, not older than ninety (90) days.
- 6. Certification of Anti-Lobbying
- 7. Certification Regarding Drug-Free Workplace
- 8. Any and all addenda issued prior to bidding

SECTION A-3
CONTRACTOR'S BID

FOR ADA IMPROVEMENTS PROJECTS

Project Name: FISHERS ADA IMPROVEMENTS - 2023

To: Board of Public Works
City of Fishers, Indiana

Pursuant to notices given, the undersigned proposes to furnish all material and labor necessary to complete the removal and replacement of Sidewalk ADA ramps and adjacent sidewalk for ADA improvements contemplated by the above named Project in accordance with the Contract Documents and Drawings prepared by the Fishers Department of Engineering, dated the 21ST day of February, 2023, and now on file in the office of the City of Fishers Department of Engineering, 11565 Brooks School Road, Fishers, Indiana 46037 for the following amounts:

ITEMIZED BID**BASE BID**

PROJECT NAME: FISHERS ADA IMPROVEMENTS - 2023

DESCRIPTION: Removal and replacement of sidewalk ADA ramps and adjacent sidewalk for ADA improvements

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT COST	ITEM COST
1	Sidewalk, Concrete	SYS	600		
2	Curb Ramp, Concrete	SYS	210		
3	Curb and Gutter, Roll Curb	LFT	720		
4	Curb and Gutter, Concrete	LFT	360		
5	Detectable Warning	SYS	86		
6	Mulched Seeding	SYS	575		
7	Sidewalk, Concrete, Remove	SYS	600		
8	Curb and Gutter, Remove	LFT	1180		
9	Mobilization and Demobilization	LS	1		
10	Construction Engineering	LS	1		
11	Maintenance of Traffic	LS	1		
	PROJECT TOTAL				
	ramps		60	Avg	

TOTAL BID _____

COMPLETION TIME, NUMBER OF CALENDAR DAYS 60 Days

CONTRACTOR (BIDDER):

ADDRESS:

BY:

TITLE:

SIGNED:

DATE:

Enclosed herewith find Bid Security being five percent (5%) of the maximum bid herein, made payable to the City of Fishers, Indiana.

The proceeds of which are to remain the absolute property of the City of Fishers, Indiana if the Bidder shall not within ten (10) days after notice of acceptance of the within bid, enter into a written contract, and secure said contract by a bond for the full amount of the contract to the approval of the proper official of the City of Fishers, Indiana.

Enclosed herewith find a statement of the Bidder's experience, the equipment available for the performance of such work, and financial statement on forms prescribed by the Indiana State Board of Accounts, (Form 96 (Revised 2013)), not older than ninety (90) days.

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

Enclosed herewith find a properly executed Bidder's Equal Employment Opportunity Certification.

Enclosed herewith find a properly executed Contractors Non-Collusion Affidavit.

Enclosed herewith find a properly executed Certification of Non-Segregated Facilities.

Enclosed herewith find a properly executed Certification of Anti-Lobbying.

Enclosed herewith find a properly executed Certification Regarding Drug-Free Workplace.

IN TESTIMONY WHEREOF, the Bidder certifies to the accuracy and truthfulness of the above statements, oaths, and certifications, this _____ day of _____, 2023.

(Bidder's Name) By _____

Title _____

(Official Address) By _____

(Seal) Title _____

ATTEST _____
Secretary of Corporation

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Subscribed and sworn to before me this ____ day of _____, 2023.

Public Notary (Signature) _____

(Print) _____

Commission expires: _____ County of Residence: _____

**CONTRACTOR'S
NON-COLLUSION AFFIDAVIT**

The Bidder, by its officers and _____ agents or representatives present at the time of filing this bid, being duly sworn, on their oaths, say that neither they nor any of them have in any way, directly in indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of the State of Indiana whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not, directly, or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person, in any way or manner, any of the proceeds of the contract sought by this bid.

FIRM NAME

*OWNER-PRESIDENT-PARTNER

PARTNER-VICE PRESIDENT AND/OR
SEC. TREAS.

PARTNER

Subscribed and sworn to before me this ____ day of _____, 2023.

Public Notary (Signature) _____

(Print) _____

Commission expires: _____ County of Residence: _____

*This form must be signed by the same person(s) who sign(s) the bid.

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

_____, being first duly shown, deposes and says that:

- (1) He is _____
of _____ hereinafter referred to as the "Subcontractor";
- (2) He is fully informed respecting the preparation and contents of the subcontractor's Proposal submitted by the sub- contractor to _____, the Contractor for certain work in connection with the _____ Contract pertaining to the Project in _____;
- (3) Such subcontractor's Proposal is genuine and is not a collusive or sham proposal;
- (4) Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract or to refrain from submitting a Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the _____ or any person interest in the proposed Contract; and
- (5) The price or prices quoted in the subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owner, employees, or parties in interest, including this affiant.

(Signature) _____

Subscribed and sworn to before me this ____ day of _____, 2023.

Public Notary (Signature) _____

(Print) _____

Commission expires: _____ County of Residence: _____

CERTIFICATION OF NONSEGREGATED FACILITIES

The bidder certifies that he does not maintain nor 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 at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certificate will be in 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 areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that he will obtain identical certification from proposed subcontractors prior to the award of subcontracts.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. Section 1001.

Date _____, 2023

Name of Contractor

Official Address (Including ZIP)

By _____

Title

Subscribed and sworn to before me this ____ day of _____, 2023.

Public Notary

(Signature) _____

(Print) _____

Commission expires: _____ County of Residence: _____

**SUBCONTRACTOR'S
CERTIFICATION OF NONSEGREGATED FACILITIES**

The subcontractor certifies that he does not maintain nor 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 subcontractor 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 at any location under his control where segregated facilities are maintained. The subcontractor agrees that a breach of this certificate will be in violation of the Equal Opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term "Segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The subcontractor agrees that he will obtain identical certification from proposed lower tier subcontractors prior to the award of sub- contracts.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. Section 1001.

Date _____, 2023

Official Address (Including ZIP)

Name of Subcontractor
By _____

Title

Subscribed and sworn to before me this ____ day of _____, 2023.

Public Notary (Signature) _____

(Print) _____

Commission expires: _____ County of Residence: _____

**CONTRACTORS CERTIFICATION OF
ANTI-LOBBYING**

The contractor certifies that to the best of his knowledge and belief, that -

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form LLL, "Disclosure From to Report Lobbying," in accordance with its instructions.
3. The contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

Date _____, 2023

Name of Contractor

Official Address (Including ZIP)

By _____

Title

Subscribed and sworn to before me this ____ day of _____, 2023.

Public Notary (Signature) _____

(Print) _____

Commission expires: _____ County of Residence: _____

CONTRACTOR'S CERTIFICATION REGARDING DRUG-FREE WORKPLACE

The Contractor certifies that it will provide a drug-free workplace by:

1. Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace;
 - (b) The Contractor's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Giving each employee to be engaged in the performance of work on this contract a copy of the above required statement;
4. Notifying the employee in the required Statement that, as a condition of employment on this Contract, the employee will-
 - (a) Abide by the terms of the Statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar day after such conviction;
5. Notifying the Contracting Officer in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every Contracting Officer or other designee on whose Contract activity the convicted employee was working. Notice shall include the identification number(s) of the Contract or funding Grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 6 above.

Date _____, 2023

Name of Contractor

Official Address (Including ZIP)

By _____

Title

Subscribed and sworn to before me this _____ day of _____, 2023.

Public Notary

(Signature) _____

(Print) _____

Commission expires: _____ County of Residence: _____

CONTRACTOR'S E-VERIFY AFFADAVIT

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into the Agreement with the City of Fishers is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify Program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify Program if the E-Verify Program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ and unauthorized alien. The undersigned further affirms that, prior to entering into its Agreement with the City of Fishers, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify Program.

(Contractor): _____

By (Written Signature) _____

(Printed Name): _____

(Title): _____

Important – Notary Signature and Seal Required in the Space Below

STATE OF _____

SS: _____

COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____, 2023

My commission expires: _____ (Signed): _____

Residing in _____ County, State _____

CONTRACTORS BID FOR PUBLIC WORK – FORM 96**PART I**

(To be completed for all bids. Please type or print)

Date: _____

1. Governmental Unit (Owner): _____

2. County: _____

3. Bidder (Firm): _____

Address: _____

City/State: _____

4. Telephone Number: _____

5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of _____

(Governmental Unit) in accordance with plans and specifications prepared by _____

_____ and dated _____ for the sum of

_____ \$ _____

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS
(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

PART II

(For projects of \$100,000 or more – IC 36-1-12-4)

Governmental Unit: _____

Bidder (Firm) _____

Date: _____

These statements to be submitted under oath by each bidder with and as a part of his bid.
Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract	Amount	Class of Work	When Completed	Name and Address of Owner

2. What public works projects are now in process of construction by your organization?

Contract	Amount	Class of Work	Expected Completion Date	Name and Address of Owner

3. Have you ever failed to complete any work awarded to you? _____ If so, where and why?

4. List referenced from private firms for which you have performed work.

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. (Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)
2. Please list the names and addresses of all subcontractors (i.e. persons or firms outside your own firm who have performed part of the work) that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.
3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.
4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.
5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body

awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON-COLLUSION AFFADAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at _____ this _____ day of _____, _____

(Name of Organization)

By _____

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF _____)

)

COUNTY OF _____)

Before me, a Notary Public, personally appeared the above-named _____ and swore
that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My Commission Expires: _____

County of Residence: _____

BID OF

(Contractor)

(Address)

FOR

PUBLIC WORKS PROJECTS

OF

Filed

Action taken

SECTION B-1

CONSTRUCTION AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2023 by and between the City of Fishers, Indiana, acting through its Board of Public Works, hereinafter called the Local Public Agency "**LPA**", and _____, hereinafter called the "**Contractor**".

WITNESSETH, that the **Contractor** and **LPA** for the consideration stated herein mutually agrees as follows:

ARTICLE 1. Statement of Work. The **Contractor** shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and the services, including utility and transportation and security services, necessary to perform and complete all work required for the:

FISHERS ADA IMPROVEMENTS - 2023

in strict accordance with the Contract Documents for the same, dated _____, 2023 and the drawings referenced to therein, all as prepared by the City of Fishers Department of Engineering, which said Contract Documents and Drawings are incorporated by reference and made a part hereof.

ARTICLE 2. The Contract Price. The **LPA** shall pay the **Contractor** for the performance of this Contract, in current funds, subject to additions and deductions as provided in the Contract Documents, the sum of \$ _____ **DOLLARS**). The **Contractor's** Bid Proposal including lump sum prices, unit prices, and Certifications are incorporated by reference and made part hereof.

ARTICLE 3. Contract Documents. This Contract shall consist of the following component parts:

- a. This instrument.
- b. The Contract Documents, entitled, FISHERS ADA IMPROVEMENTS - 2023, dated _____ 2023 as prepared by the City of Fishers Department of Engineering.
- c. The Drawings referenced in the Contract Documents as identified in (b.) above.
- d. The Contractor's Bid Proposal as identified in ARTICLE 2 of this instrument.
- e. Addenda numbers ____ through ____.

This instrument, together with the other documents, enumerated in this Article 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision of any other component part of the Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 3 shall govern, except shall be construed in the order of preference of the component part of the Contract which each modified.

ARTICLE 4. Labor Standards Provisions. The project to which the work covered by this Contract pertains is being assisted under Title I of the Housing and Urban Development Act of 1974, as amended, by the United States of America, and therefore subject to the Federal Labor Standards Provisions contained in Form HUD-4010 attached to this Contract as **Section C-2** and made an integral

part hereof.

ARTICLE 5. Payment of Prevailing Wages. In compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by the department of Labor regulations, no less than the minimum wage rates as determined by the Secretary of Labor of the United States shall be paid on this Project. ALL contractors performing work under this contract are required to pay wages to laborers and mechanics at a rate no less than the minimum wages specified in General Wage Decision Number IN20220006 published 12/23/2022 attached to this contract as **Section C-3** and made an integral part hereof.

ARTICLE 6. Subcontracts. The **Contractor** shall physically incorporate, or cause to be incorporated, in all subcontracts for work in connection with this project this ARTICLE and ARTICLES 4 and 5 above with the referenced Sections.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in **three (3)** original counterparts as of the day and year first above written.

LPA

CONTRACTOR

City of Fishers Board of Public Works
Three Municipal Drive
Fishers, IN 46038

By _____
Title _____
Attest _____
Title _____

By _____
Title _____
Attest _____
Title _____

CERTIFICATIONS

I, _____, certify that;

(1.) I am the _____ of the corporation named as Contractor herein; and

(2.) that _____, who signed this Contract on behalf of the Contractor, was then _____ of said corporation; and

(3.) that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

By _____

(Print or type the names under all signatures and affix Corporate Seal)

PERFORMANCE BOND
Bond No _____.

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal, hereinafter called Contractor, and _____, as Surety, hereinafter called Surety, are held firmly bound unto **Board of Public Works, City of Fishers, Three Municipal Drive, Fishers, Indiana 46038**, as Obligee, a legal entity, organized and existing in the County of **Hamilton**, Indiana, hereinafter called Owner, in the sum of _____ Dollars (\$ _____) for the payment of which sum well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has been awarded and is about to enter into the annexed Agreement, hereinafter referred to as the Contract, with Owner for

FISHERS ADA IMPROVEMENTS - 2023

in accordance with Drawings and Specifications, hereinafter referred to as the Contract Documents, prepared by City of Fishers Department of Engineering.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform all the requirements of the said Contract required to be performed on its part, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

Any alterations in the Work to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of the Contract Documents, shall not in any way release Contractor or Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract Documents, release either Contractor or Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.

Whenever Contractor shall be, and declared by the Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such a bidder and the Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other

costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due or before the expiration of one (1) year from the date of Acceptance of the completed project by the Owner, whichever is later, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

SIGNED AND SEALED this _____ day of _____, 2023.

Contractor/Principal

Name and Title

Witness

Surety

Name and Title

Witness

PAYMENT BOND
Bond No _____.

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal, hereinafter called Contractor, and _____, as Surety, hereinafter called Surety, are held firmly bound unto **Board of Public Works, City of Fishers, One Municipal Drive, Fishers, Indiana 46038**, as Obligee, a legal entity, organized and existing in the County of **Hamilton**, Indiana, hereinafter called Owner, in the sum of _____ Dollars (\$ _____) for the payment of which sum well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has been awarded and is about to enter into the annexed Agreement, hereinafter referred to as the Contract, with Owner for

FISHERS ADA IMPROVEMENTS - 2023

In accordance with Drawings and Specifications, hereinafter referred to as the Contract Documents, prepared by City of Fishers Department of Engineering.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any cost or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a) Unless a claimant, other than one having direct a contract with the Principal, shall have given written notice to any two (2) of the following: The Principal, the Owner or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor,

or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

- b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract or after the expiration of one (1) year following the date of Final Acceptance of the Project by the Owner, whichever is later, it being understood, however, that if any limitation
- c) shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- d) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.
- e) The bond amount shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvements, whether or not claim for the amount of such lien be presented under and against this bond.

SIGNED AND SEALED this ____ day of _____, 2023.

Contractor/Principal

Name and Title

Witness

Surety

Name and Title

Witness

SECTION C-1

GENERAL SPECIFICATIONS

GENERAL CONDITIONS FOR SITE PREPARATION

PART I

101. DEFINITIONS

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

- a. The terms "Contract" means the Contract executed by the Local Public Agency and the Contractor, of which these GENERAL CONDITIONS, PARTS I through V form a part.
- b. The term "Local Public Agency" (the OWNER) means the official governmental unit identified on the Advertisement for Bids which is authorized to undertake this Contract.
- c. The term "Contractor" means the person, firm or corporation entering into the Contract with the Local Public Agency to construct and install the Improvements embraced in this Contract.
- d. The term "Project Area" means the site of the Project within which are the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this Contract.
- e. The term "Architect/Engineer" means Architect/Engineer in charge, serving the Local Public Agency with architectural/engineering services, successor, or any other person or persons, employed by said Local Public Agency for the purpose of directing or having in charge the work of this Contract, the said Architect/Engineer acting directly or indirectly through any Assistant Architect/Engineer having general charge of the work or through any assistant having immediate charge of a portion thereof limited by the particular duties trusted to him.
- f. The term "Local Government" means the City (town or political subdivision) as identified in the Advertisement for Bids where the Project Area is situated.
- g. The term "Contract Documents" means and shall include the following: Advertisement for Bids, Executed Agreement, Addenda (if any), Instruction to Bidders, Signed Copy of Bid, General Conditions, Parts I and II, III and IV, Special Conditions, Specifications, and Drawings (as listed in the Schedule of Drawings).

- h. The term "Drawings" means the drawings listed in the Schedule of Drawings.
- i. The term "Technical Specifications" means that part of the Contract Documents which described, outlines and stipulates: the quality of the materials to be furnished; the quality of workmanship required; and the methods to be used in carrying out the construction work to be performed under this Contract.
- j. The term "Addendum" or "Addenda" means any changes, revisions or clarifications of the Contract Documents which have been duly issued by the Local Public Agency to prospective Bidders prior to the time of receiving bids.
- k. The term "Work" includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- l. The term "Modification" is
 - (1) a written amendment to the Contract signed by both parties,
 - (2) a Change Order,
 - (3) a written interpretation issued by the Architect/Engineer, or
 - (4) a written order for a minor change in the Work issued by the Architect/Engineer.A Modification may be made only after execution of the Contract.
- m. Written "Interpretations" necessary for the proper execution or progress of the Work, in the form of drawings or otherwise, issued by the Architect/Engineer and in accordance with any schedule agreed upon. Either party to the Contract may make written request to the Architect/Engineer for such interpretations. Such interpretations shall be consistent with and reasonably inferable from the Contract Documents, and may be effected by Field Order.
- n. The term "Secretary", except where the context clearly indicates otherwise, means the Secretary of Housing and Urban Development, or other person who maybe at the time acting in that capacity or authorized to perform the functions of such Secretary, or the authorized representative thereof, or any other person designated by such Secretary to perform his functions.
- o. The term "Subcontractor" means any subcontractor whose subcontract covers any of the work covered by this Contract.
- p. The term "Subcontract" means any subcontract which calls for the performance of any of the work covered by this Contract.

102. SUPERINTENDENCE BY CONTRACTOR

- a. Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the Local Public Agency and the Architect/Engineer, on the work at all times during working hours with full authority to act for the Contractor. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.
- b. The Contractor shall lay out the work and shall be responsible for all work executed under the Contract. The Contractor shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from failure to do so.

103. SUBCONTRACTS

- a. The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has submitted a non-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of such subcontractor from the Local Public Agency.

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____)
_____)ss.
County of _____)

_____, being first duly shown, deposes and says that:

- (1) He is (owner, partner, officer, representative or agent) of _____
hereinafter referred to as the "Subcontractor";
- (2) He is fully informed respecting the preparation and contents of the subcontractor's Proposal submitted by the sub- contractor to _____,
_____, the Contractor, for certain work in connection with the
_____ Contract pertaining to the Project in
_____ (City of County and State);
- (3) Such subcontractor's Proposal is genuine and is not a collusive or sham proposal;
- (4) Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract or to refrain from submitting a Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the _____ (Local Public Agency) or any person interest in the proposed Contract; and
- (5) The price or prices quoted in the subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owner, employees, or parties in interest, including this affiant.

(Signed) _____

Subscribed and sworn to before me

this _____ day of _____, 2023.

Title

My commission expires _____, _____.

- b. No proposed subcontractor shall be disapproved by the Local Public Agency except for cause.
- c. The Contractor shall be as fully responsible to the Local Public Agency for the acts and omissions of subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- d. The Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the Improvements embraced in the Work.
- e. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Local Public Agency.

104. OTHER CONTRACTS

The Local Public Agency may award, or may have awarded other contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling work with that to be performed under other Contracts as may be directed by the Local Public Agency. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other Contractor as scheduled.

105. FITTING AND COORDINATION OF THE WORK

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or material men engaged upon this Contract. He shall be prepared to guarantee to each subcontractor the locations and measurements which they may require for the fitting of their work to all surrounding work.

106. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts or neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or subcontractor by agreement or arbitration, if such other Contractor or subcontractor will so settle. If such other Contractor shall assert any claim against the Local Public Agency on account of any damage alleged to have been so sustained, the Local Public Agency will notify this Contractor, who shall defend at his own expense any suit based upon such claim, and, if any judgment or claims against the Local Public Agency shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

107. PROGRESS SCHEDULES AND COST BREAKDOWN

- a. The Contractor shall submit for approval immediately after execution of the Agreement, a carefully prepared Progress Schedule, showing the proposed dates of starting and completing each of the various sections of the Work, the anticipated monthly payments to become due the Contractor, and the accumulated percent of progress each month.
- b. The Contractor shall submit for approval revised Progress Schedule with each partial payment requisition. The revised Progress Schedules shall be superimposed upon the initial Progress Schedule required by paragraph 107.a, hereof. Such revised Schedule shall clearly and accurately indicate the Contractors' progress to date and any adjustments in the remaining schedule of work.
- c. The Contractor shall submit to the Local Public Agency a breakdown of estimated cost of all Work, so arranged and itemized as to meet the approval of the Local Public Agency. This breakdown shall be submitted promptly after execution of the agreement and before any payment is made to the Contractor for the work performed under the Contract. After approval by the Local Public Agency the unit prices established in the breakdown shall be used in estimating the amount of partial payments to be made to the Contractor.

108. PAYMENTS TO CONTRACTOR

1. Partial Payments

- 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 Engineer for his approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, and deducting (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. The Contractor's requisition for partial payment shall be accompanied by the revised Progress Schedule required elsewhere by these General Conditions. The submittal of the revised Progress Schedule shall be a condition of release of partial payments.
- c. Monthly or partial payments made by the Local Public Agency to the Contractor

are moneys 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 and work upon which payments have been made until final acceptance of such work and 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 Local Public Agency in all details.

2. Final Payment

- a. After final inspection and acceptance by the Local Public Agency 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 due the Contractor under this Contract shall be the lump-sum shown in the Agreement or the sum as adjusted by approved change orders. Final payment to the Contractor shall be made subject to furnishing the Local Public Agency with a release in satisfactory form of all claims against the Local Public Agency arising under and by virtue of the Contract, and other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as provided under Section 113 hereof.
- b. The Local Public Agency, before paying the final payment, may 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 Local Public Agency 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 nowise impair the obligations of any surety or sureties furnished under this Contract.
- c. Withholding of any amount due the Local Public Agency under "Liquidated Damages", under SPECIAL CONDITIONS, shall be deducted from the final payment due the Contractor.

3. Withholding Payments

The Local Public Agency may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Local Public Agency 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 Local Public Agency and will

not require the Local Public Agency to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any moneys for their protection unless the Local Public Agency elects to do so. The failure or refusal of the Local Public Agency to withhold any moneys from the Contractor shall in nowise impair the obligations of any surety of sureties under any bond or bonds furnished under this Contract.

4. Payments Subject to Submission of Certificates

Each payment to the Contractor by the Local Public Agency shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors by Section 215 hereof.

109. CHANGES IN THE WORK

- a. The Local Public Agency may make changes in the scope of the work required to be performed by the Contractor under the Contract by making additions thereto, or by omitting work there from, 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 materials used or in the specified manner of constructing and/or installing the Improvements or supply additional labor, services or materials beyond the actually required for the execution of the Contract, unless in pursuance of a written order from the Local Public Agency 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 bid or a Supplemental Schedule of Unit Prices) the Local Public Agency may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured 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 shown in the Agreement by more than twenty-five percent (25%) in accordance with the Section entitled Unit Prices, under INSTRUCTIONS TO BIDDERS.
- 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-five percent (25%) the Local Public Agency 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 Local Public Agency will prepare the change order in accordance therewith for acceptance by the Contractor and
 - (2) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Local Public Agency 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.

110. 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 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 Local Public Agency, 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 that may be discovered between actual conditions and those represented by the Drawings and maps shall at once be reported to the Local Public Agency in writing and work shall not proceed except at the Contractor's risk, until he has received written instructions 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 Section 109 hereof.

111. TERMINATION: DELAYS: AND LIQUIDATED DAMAGES

- a. Termination of Contract. If the Contractor refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in these Contract Documents, or as modified as provided in these Contract Documents, the Local Public Agency, by written notice to the Contractor, may terminate the Contractor's right to proceed with the work. Upon such termination, the Local Public Agency may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the Local Public Agency for any additional cost incurred by the Local Public Agency in its completion of the work and they shall also be liable to the Local Public Agency for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the Local Public Agency may take possession of and utilize in completing the work such materials, tools, equipment, and plant as may be on the site of the work and necessary therefore.
- b. Liquidated Damages for Delays. If the work be not completed within the time stipulated in the Contract, including any extensions of the time for excusable delays as herein provided, the Contractor shall pay to the Local Public Agency as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) for each calendar day of delay, until the work is completed, the amount as set forth in the Contract thereof.
- c. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:
 - (1) To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;
 - (2) To any acts of the Local Public Agency;
 - (3) To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor. Including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Local Public Agency, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as tornadoes, and other extreme weather conditions; and,

- (4) To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (1), (2) and (3) of this paragraph "c".

Provided, however, that the Contractor promptly notify the Local Public Agency within ten (10) days in writing of the cause of the delay. Upon receipt of such notification of Local Public Agency shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the Local Public Agency shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

112. ASSIGNMENT OR NOVATION

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities or responsibilities under this Contract without the written consent of the Local Public Agency; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the Local Public Agency. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

113. DISPUTES

- a. All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR- STANDARDS PROVISIONS under GENERAL CONDITIONS, PART II, whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within ten (10) days of commencement of the dispute be presented by the Contractor to the Local Public Agency for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Local Public Agency of notice thereof.
- b. The Contractor shall submit in detail his claim and his proof thereof. Each decision by the governing body of the Local Public Agency will be in writing and will be mailed to

the Contractor by registered or certified mail, return receipt requested, directed to his last known address.

- c. If the Contractor does not agree with any decision of the Local Public Agency, he shall in no case allow the dispute to delay the work but shall notify the Local Public Agency promptly that he is proceeding with the work under protest and he may then except the matter in question from the final release.

114. TECHNICAL SPECIFICATIONS AND DRAWINGS

Anything mentioned in the Technical Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Technical Specifications shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the Local Public Agency, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

115. SHOP DRAWINGS

- a. All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Architect/Engineer in copies and manner set for in the Supplementary General Conditions for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor, for extension of the contract time will be granted by reason of his failure in this respect.
- b. Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variation from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.
- c. If a shop drawing is in accord with the contract or involves only a minor adjustment in the interest of the Local Public Agency not involving a change in contract price or time, the Architect/ Engineer may approve the drawing. The approval shall be general and shall not relieve the Contractor from his responsibility for adherence to the contract or for any error in the drawing and shall contain in substance the following:

"The modification shown on the attached drawing is approved in the interest of the Local Public Agency to effect an improvement for the Project and is ordered with the understanding that it does not involve any change in the Contract Price or time; that it is subject generally to all Contract stipulation and covenants; and that it is without prejudice to any and all rights of the Local Public Agency under the Contract and surety bond or bonds."

116. REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the Local Public Agency for any additional information not already in his possession which should be furnished by the Local Public Agency under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Architect/ Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

117. MATERIALS AND WORKMANSHIP

- a. Unless otherwise specifically provided for in the Detailed Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose.

Where equipment, materials, articles or workmanship are referred to in the Detailed Specifications as "similar to or equal to" any particular standard or manufactured item, the Architect/Engineer shall decide the question of equality.

- b. The Contractor shall furnish to the Local Public Agency for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the work. (See Section 118 hereof.)
- c. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

- d. Materials specified by reference to the number or symbol of a specific standard, such as an ASTM Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Advertisement for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Detailed Specifications shall have full force and effect as though printed therein.
- e. The Local Public Agency may require the Contractor to dismiss from the work such employee or employees as the Local Public Agency or the Architect/Engineer may deem incompetent, careless, or insubordinate.

118. SAMPLES, CERTIFICATES AND TESTS

- a. The Contractor shall submit all material or equipment samples, certificates, affidavits, as called for in the contract documents or required by the Architect/Engineer promptly after award of the contract and acceptance of the Contractor's bond. No such materials or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the Architect/Engineer has approved the required samples or certificates in writing. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.
- b. Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Architect/Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples or certified statements.
- c. Approval of any materials shall be general only and shall not constitute a waiver of the Local Public Agency's right to demand full compliance with Contract requirements. After actual deliveries, the Architect/Engineer will have such check tests made as necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories that fail to meet check tests have been incorporated in the work, the Architect/Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.
- d. Except as otherwise specifically stated in the Contract, the costs of sampling and

testing will be divided as follows:

- (1) The Contractor shall finish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Architect/ Engineer;
- (2) The Contractor shall assume all costs of re-testing materials that fail to meet contract requirements;
- (3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient; and
- (4) The Local Public Agency will pay all other expenses.

119. PERMITS AND CODES

- a. The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the Drawings and Detailed Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Local Public Agency. Where the requirements of the Drawings and Detailed Specifications fail to comply with such applicable ordinances or codes, the Local Public Agency will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.
- b. Should the Contractor fail to observe the foregoing provisions and proceed with the construction or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the Drawings and Detailed Specifications) the Contractor shall remove such work without cost to the Local Public Agency, but a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.
- c. The Contractor shall at his own expense, secure (and pay to the appropriate department of the Local Government the fees or charges for such) all permits for street pavement, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.
- d. The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area

and commit no trespass on any public or private property in any operation due to or connected with the Improvements embraced in this Contract.

120. CARE OF WORK

- a. The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Local Public Agency.
- b. In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the Local Public Agency, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Local Public Agency. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Local Public Agency as provided in the Section 109 hereof.
- c. The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, and he shall at his own expense completely repair any damage thereto caused by his operations.
- d. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the Improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Local Public Agency from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Local Public Agency may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

121. ACCIDENT PREVENTION

- a. The Contractor shall exercise proper precaution at all times for the protections of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Local Public Agency may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local, State and Federal laws.
- b. The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.
- c. The Contractor shall indemnify and save harmless the Local Public Agency from any claims for damages resulting from property damage, personal injury or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

122. SANITARY FACILITIES

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

123. USE OF PREMISES

- a. The Contractor shall confine equipment, storage of materials, and construction operations to the Contract Limits as shown on the Drawings and as prescribed by ordinances or permits, or as may be desired by the Local Public Agency, and shall not unreasonably encumber the site or public rights of way with materials and construction equipment.
- b. The Contractor shall comply with all reasonable instructions of the Local Public Agency

and the ordinances and codes of the Local Government, regarding signs, advertising, traffic, fires, explosives, danger signals and barricades.

124. REMOVAL OF DEBRIS, CLEANING

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, the Contractor shall, remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights of way in a neat and clean conditions. Burning on the site of the work will be subject to prior approval of the Local Public Agency and existing State and local regulations.

125. INSPECTION

- a. All materials and workmanship shall be subject to inspection, or test by the Local Public Agency and the Architect/Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The Local Public Agency shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without extra charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Local Public Agency may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any moneys which may be due the Contractor, without prejudice to any other rights or remedies of the Local Public Agency.
- b. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. (See Section 118 hereof) All tests by the Local Public Agency will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the Detailed Specifications.
- c. The Contractor shall notify the Local Public Agency sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Local Public Agency, the Contractor shall uncover for inspection and recover such facilities all at his own expense, when so requested by the Local Public Agency.
- d. Should it be considered necessary or advisable by the Local Public Agency at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish

all necessary facilities, labor and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15 percent of such costs to cover superintendence, general expenses and profit, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

- e. Inspection of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Detailed Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.
- f. Neither inspection, testing approval nor acceptance of the work in whole or in part, by the Local Public Agency or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

126. REVIEW BY LOCAL PUBLIC AGENCY

The Local Public Agency, its authorized representative and agents and the Representative for the Secretary (as defined under Section 101 hereof shall, at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by the Local Public Agency through its authorized representatives or agents.

127. FINAL INSPECTION

- a. When the Improvements embraced in the Contract are substantially completed, the Contractor shall notify, in writing, the Local Public Agency that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection, and bear the signed concurrence of the representative of the Local Public Agency having charge of inspection. If the Local Public Agency determines that the status of the Improvements is as represented, it will make the arrangements necessary to have final

inspection commenced on the date stated in the notice, or as soon thereafter as is practicable. The inspection party will also include the representatives of the Department of Housing and Urban Development and representatives of each department of the Local Government having in its charge improvements of like character when such Improvements are later to be accepted by the Local Government.

128. DEDUCTION FOR UNCORRECTED WORK

If the Local Public Agency deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Local Public Agency and subject to settlement, in case of dispute, as herein provided.

129. INSURANCE

- a. The Contractor shall carry or require that there be carried Workman's Compensation Insurance for all his employees and those of his subcontractors engaged in work at the site, in accordance with State or Territorial Workmen's Compensation Laws.
- b. The Contractor shall carry or require that there be carried all required Insurance as defined in the SPECIAL CONDITIONS with limits of not less than those amounts stated therein.
- c. Before commencing work, the Contractor shall submit evidence of the coverage required above to the Local Public Agency for review and approval. The Local Public Agency will, in writing, notify the contractor of its disapproval of any 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 and approved by the Local Public Agency, and shall be kept in force until the Contractor's work is accepted by the Local Public Agency. Contracts of insurance (covering all operations under this Contract) which expire before the Contractor's work is accepted by the Local Public Agency shall be renewed and evidence of such renewal shall be submitted to the Local Public Agency for its approval.

130. PATENTS

The Contractor shall hold and save the Local Public Agency, its officers, and employees, harmless from liability of any nature or kind, including cost and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Local Public Agency, unless otherwise specifically stipulated in the Detailed Specifications.

131. WARRANTY OF TITLE

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or place thereon by him to the Local Public Agency free from any claims, liens, or charges.

132. NO LIEN CONTRACT

Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Local Public Agency. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

133. GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the Improvements embraced in this Contract by the Local Public Agency or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of 12 months from the date of final acceptance of the work. The Local Public Agency will give notice of defective materials and work with reasonable promptness.

134. CONTRACTORS CERTIFICATION OF ANTI-LOBBYING

The contractor must certify that to the best of his knowledge and belief, that -

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any

Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form LLL, "Disclosure From to Report Lobbying," in accordance with its instructions.
- c. The contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

135. CONTRACTOR'S CERTIFICATION REGARDING A DRUG-FREE WORKPLACE

The Contractor must certify that it will provide a drug-free workplace by:

- a. Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing an ongoing drug-free awareness program to inform employees about -
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Giving each employee to be engaged in the performance of work on this contract a copy of the above-required statement;
- d. Notifying the employee in the required Statement that, as a condition of employment on this Contract, the employee will:
 - (1) Abide by the terms of the Statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal

drug statute occurring in the workplace no later than five calendar day after such conviction;

- e. Notifying the Contracting Officer in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every Contracting Officer or other designee on whose Contract activity the convicted employee was working. Notice shall include the identification number(s) of the Contract or funding Grant;
- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted -
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. through f. above.

SECTION C-2

GENERAL SPECIFICATIONS

GENERAL CONDITIONS

PART II

LABOR STANDARDS PROVISIONS

201. HAMILTON COUNTY CDBG PROGRAM FEDERAL CONTRACT PROVISIONS

GENERAL INFORMATION

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

I. BONDING AND INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules, regulations and relevant orders of the Secretary of Labor.
- E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- F. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 14, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- H. The contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrument or subdivision of such government which does not participate in work on or under the contract.
- I. The contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- J. The contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate or suspend in whole or in part this grant (contract, loan, insurance,

guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate proceedings.

2. Minority and Women Business Enterprise Policy:

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

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

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

- C. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

4. Title VI Civil Rights Act of 1964:

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

- A. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.
- B. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- C. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, their sources of information and its facilities as may be determined by the Hamilton County Community Development Block Grant Program or the United States Department of Housing and Urban Development to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the awarding agency, the Hamilton County Community Development Block Grant Program, or the United States Department of Housing and Urban Development, as appropriate, and shall set forth what efforts it has made to obtain the information.
- D. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Hamilton County Community Development Block Grant Program or the United States Department of Housing and Urban Development shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - (1) Withholding of payments to the contractor under the contract until the contractor complies; and/or,

(2) Cancellation, termination or suspension of the contract, in whole or in part.

- E. The contractor shall include the provisions of paragraph (A) through (E) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Hamilton County Community Development Block Grant Program or the United States Department of Housing and Urban Development may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Hamilton County Community Development Block Grant Program to enter into such litigation to protect the interests of the State of Indiana, and, in addition, the contractor may request the United States Department of Housing and Urban Development to enter into such litigation to protect the interests of the United States.

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

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

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

The contractor provides that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part under this title.

7. Section 504 Rehabilitation Act of 1973:

- A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all demotion or transfer, recruitment, advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and

relevant orders of the Secretary of Labor issued pursuant to the Act.

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

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

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

9. Age Discrimination Act of 1975:

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

10. Americans With Disabilities Act of 1990:

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

11. Certification of Nonsegregated Facilities:

The contractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and those under his/her control. He/she certifies further that he/she will not maintain or provide for employment segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the awards of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certification in his/her files; and that he/she will forward this notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

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

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

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

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

- B. The five-year retention period starts from the date of issuance of a "Certification of Completion" respective to the grant by the Hamilton County Community Development Block Grant Program.

- C. The Hamilton County Community Development Block Grant Program shall request transfer of certain records to its custody from grantees when it is determined that the records possess long-term retention value. However, in

order to avoid duplicate record-keeping, the Hamilton County Community Development Block Grant Program may make arrangements with grantees to retain any records that are continuously needed for joint uses.

- D. The Hamilton County Community Development Block Grant Program, the United States Department of Housing and Urban Development, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers and records of grantee and sub-grantees to make audits, examinations, excerpts and transcripts.
- E. Unless otherwise required by law, Hamilton County Community Development Block Grant Program shall not place restrictions upon grantees that will limit public access to the records of grantees that are pertinent to a grant except when the agency can demonstrate that such records must be kept confidential and would have been excepted from disclosure pursuant to the Freedom of Information Act (5 USC 552) if the records had belonged to the grantor agency.

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

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

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

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

No persons described in (a) through (d) above who exercise or have exercised any

functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

14. Remedies/Sanctions or Breach of Contract Terms:

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

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

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

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

The grantee may terminate this contract for its convenience, at any time, by giving at least thirty (30) days notice in writing to the contractor. If the contract is terminated by the grantee as provided herein, the grantee agrees to pay the contractor, no later than thirty (30) days following the date of the written notice of contract termination by grantee. In such event, all finished or unfinished documents, data, studies, surveys,

drawings, maps, models, photographs and reports prepared by the contractor under this contract shall, at the option of the grantee, become the property of the grantee and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

17. Changes to Contract:

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

18. Contractor to Furnish Necessary Personnel Resources:

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

19. Reports and Information:

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

20. Records and Audits:

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

retained for five years after the expiration of this contract unless permission to destroy them is granted.

21. Copyright and Patent Rights:

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

22. Compliance with State and Local Laws:

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

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

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

- (1) The name of all persons who are proprietors, partners, directors or officers of the contractor and thereby have a pecuniary interest in the proceeds of the CDBG-assisted contract;
- (2) The social security account number of all proprietors listed in a. above, or the federal identification number of the partnership or corporation which is subject to the CDBG-assisted contract, as applicable;
- (3) The type of participation each individual named in a. above will have in the CDBG-assisted contract. Such participation may be listed in the Part IV of the HUD Disclosure Report as "direct", or "passive", whichever applies to such proprietor, partner, director or officer, as applicable; and,

- (4) The financial interest of the named individual as set forth in a. above; such interest to be expressed in dollar terms or in terms of percentage of ownership of the proprietorship, partnership, or corporation which is to receive federal CDBG funding under this contract.

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

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

25. Compliance with Davis-Bacon Act:

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

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

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

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

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

28. Conservation:

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

29. Drug-Free Workplace Requirements:

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

201. THE PROJECT TO WHICH THE WORK COVERED BY THIS CONTRACT PERTAINS

The project to which the work covered by this Contract pertains is being assisted under Title I of the Housing and Community Development Act of 1974, as amended, by the United States of America, and therefore subject to the Federal Labor Standard Provisions contained elsewhere in this part of the General Conditions.

202. INELIGIBLE SUBCONTRACTORS

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the Local Public Agency's prior written approval of the subcontractor. The Local Public Agency will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, U.S. Department of Labor or the Secretary of Housing and Urban Development, to receive an award of such subcontract.

203. PROVISIONS TO BE INCLUDED IN CERTAIN SUBCONTRACTS

The Contractor shall include or cause to be included in each subcontract covering any of the work by this contract, provisions which are consistent with these Labor Standards Provisions and also a clause requiring the subcontractors to include such in any lower tier subcontracts which they may enter into, together with a clause requiring such insertion in any further subcontracts that may in turn be made.

204. BREACH OF LABOR STANDARDS PROVISIONS

In addition to the causes for termination of this Contract as herein elsewhere set forth, the Local Public Agency reserves the right to terminate this Contract if the Contractor or any subcontractor whose subcontract covers any of the work covered by this Contract shall breach any of these Labor Standards Provisions. A breach of the Federal Labor Standards Provisions may also be grounds for debarment as provided by the applicable regulations issued by the Secretary of Labor, United States Department of Labor.

205. NON-FEDERAL LABOR STANDARDS PROVISIONS

The following Non-Federal Labor Standards Provisions, including the following provisions concerning maximum hours of work and overtime compensation, with respect to the categories and classifications of employee hereinafter mentioned are included in this Contract pursuant to the requirements of applicable State or Local Laws, but the inclusion of such provisions shall not be construed to relieve the Contractor or any subcontractor from the pertinent requirements of any corresponding Federal Labor Standards Provision of this Contract. The limitations, if any, in these Non-Federal Labor Standards Provisions upon the hours per day, per week or per month which employees engaged on the work covered by this Contract may be required or permitted to work thereon shall not be exceeded.

- a. Architects, technical engineers, draftsmen, technicians, laborers, and mechanics shall not be permitted to work more than forty hours per week, unless such employees are paid at least time and a half for hours of work in excess of the limits prescribed herein. If there is a State or Local law applicable to any or all of the foregoing classes, the Local Public Agency will require compliance with the State or Local laws applicable to such class or classes, instead of compliance with the above requirements.
- b. No person under sixteen (16) years of age and no person whose age or physical condition is such as to make his employment dangerous to his health or safety or the health or safety of others shall be employed in the project: PROVIDED that this shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may safely be assigned to work which they can ably perform.

FEDERAL LABOR STANDARDS PROVISIONS
U.S. Department of Housing
and Urban Development

Applicability

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

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

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

- (1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2)** The classification is utilized in the area by the construction industry; and

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

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

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

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

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

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

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

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

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

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

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

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete; **(2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

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

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

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

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

4. Apprentices and Trainees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in

subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

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

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

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

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

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

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

SUPPLEMENTARY CONDITIONS TO THE CONSTRUCTION CONTRACT

U.S. Department of Housing
and Urban Development
Office of Housing

OMB Approval No. 2502-0598
(Exp. 9/30/2021)

Public Reporting Burden for this collection of information is estimated to average 0.2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number. While no assurance of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information Act request.

Warning: Federal law provides that anyone who knowingly or willfully submits (or causes to submit) a document containing any false, fictitious, misleading, or fraudulent statement/certification or entry may be criminally prosecuted and may incur civil administrative liability. Penalties upon conviction can include a fine and imprisonment, as provided pursuant to applicable law, which includes, but is not limited to, 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802, 24 C.F.R. Parts 25, 28 and 30, and 2 C.F.R. Parts 180 and 2424.

Article 1: Labor Standards

A. Applicability. The Project or program to which the construction work covered by this Contract pertains is being assisted or insured by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract or related instrument pursuant to the provisions applicable to such Federal assistance or insurance. Any statute or regulation contained herein shall also include any subsequent amendment or successor statute or regulation. The terms of this Supplementary Conditions to the Construction Contract (HUD-92554M) takes precedence over all provisions of the "General Conditions of the Contract for Construction" (AIA Document A201) inconsistent with said Supplementary Conditions.

B. Minimum Wages. Pursuant to Section 212 of the National Housing Act, as amended, 12 U.S.C. 1715c, the minimum wage provisions contained in this paragraph B do not apply to those projects with Security Instruments insured under Section 221(h)(1) designed for less than 9 families and they do not apply to those projects with Security Instruments insured under either Section 220 or 233 designed for less than 12 families.

1. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project) shall 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 (40 U.S.C. 3141(2)(B)(ii)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii)) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

(b) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, D.C. 20210 ("**Administrator**"). The Administrator, or an authorized representative, shall approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise HUD or its designee or shall notify HUD or its designee within the thirty (30) day period that additional time is necessary.

(c) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for

determination. The Administrator, or an authorized representative, shall issue a determination within thirty (30) days of receipt and so advise HUD or its designee or shall notify HUD or its designee within the thirty (30) day period that additional time is necessary.

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs B.1.(ii)(b) or (c) of this Article, 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 that 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.

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project), 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.

3. **Payrolls, records, and certifications.**

(i) 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 (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the

Project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1 (b)(2)(B) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii))), 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 (40 U.S.C. 3141(2)(B)(ii)), 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.

(ii)(a) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the Contract, but if the agency is not such a party, the Contractor shall submit the payrolls to the applicant, sponsor, or Owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired, whether paper (Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347.pdf> or its successor site), or electronically pursuant to Program Obligations. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant sponsor, or Owner, as the case may be, for transmission to HUD or its designee, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee.

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the

payment of the persons employed under the Contract and shall certify the following:

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

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

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

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

(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 Sections 3801 et seq of Title 31 of the United States Code.

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

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices shall 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, or with a State Apprenticeship Agency recognized by such Office, or if a person is employed in his or her first ninety (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, 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 the Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship, or a State Apprenticeship Agency recognized by such Office, withdraws approval of an apprenticeship program, the Contractor shall 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 shall 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's 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 classification of 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 shall 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 shall insert in any subcontracts the clauses set forth in subparagraphs 1 through 10 of this paragraph B and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage determination, 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 Contract clauses referenced in this subparagraph.

7. **Contract termination and 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 or a subcontractor as provided in 29 CFR 5.12.

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

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

10. **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 (40 U.S.C. 3144(b)(2)) 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 (40 U.S.C. 3144(b)(2)) or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

C. Contract Work Hours and Safety Standards Act.

1. **Applicability and Definitions.** This paragraph C of Article 1 is applicable only if a direct form of federal assistance is involved, such as Section 8, Section 202/811 Capital Advance, grants etc., and is applicable only where the prime contract is in an amount greater than \$100,000. As used in this paragraph C, the terms "laborers" and "mechanics" include watchmen and guards.

2. **Overtime requirements.** No contractor or subcontractor contracting for any part of the Contract work that may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (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 forty (40) hours in such workweek.

3. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the immediately preceding subparagraph C.2, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, the 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 such subparagraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in such subparagraph.

4. **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract, or under any other Federal contract with the same prime contractor, or under 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 3 of this paragraph C.

5. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts

the clauses set forth in subparagraphs 1 through 5 of this paragraph C 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 such subparagraphs 1 through 5.

D. Certification.

For projects with Security Instruments insured under the National Housing Act, as amended, that are subject to paragraph B of this Article 1, the Contractor is required to execute the Contractor's Prevailing Wage Certificate within HUD-92448 as a condition precedent to insurance by HUD of the Loan, or an advance thereof, made or to be made by the Lender in connection with the construction of the Project.

Article 2: Equal Employment Opportunity

A. Applicability. This Article 2 applies to any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee.

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

C. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

D. The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers representatives of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Contractor shall 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 shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or as otherwise provided by law.

H. The Contractor shall include the provisions of paragraphs A through H of this Article 2 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as HUD or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. *Provided, however,* that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD or the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Article 3: Equal Opportunity for Businesses and Lower Income Persons Located Within the Project Area

A. This Article 3 is applicable to projects covered by Section 3, as defined in 24 CFR Part 135.

B. The work to be performed under this Contract is on a project assisted under a program providing Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very-low income residents of the unit of local government or the metropolitan area (or non-metropolitan county) as determined by HUD in which the Project is located and contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan county) as the Project.

Article 4: Health and Safety

A. This Article 4 is applicable only where the prime contract is in an amount greater than \$100,000.

B. 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.

C. 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, 40 USC 3701 et seq.

D. The Contractor shall include the provisions of this Article 4 in every subcontract so that such provisions shall be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as HUD or the Secretary of Labor shall direct as a means of enforcing such provisions.

ATTACHMENT TO FEDERAL LABOR STANDARDS PROVISIONS

(FORM HUD-4010.1 FACSIMILE)

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 years, or both.

SECTION 2 OF THE ACT OF JUNE 13, 1934, AS AMENDED (48 Stat. 948, 62 Stat. 862, 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:

TITLE 29 - LABOR

Subtitle A - Office of the Secretary of Labor

PART 3 -CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Section 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. 276e), 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 provisions of the Davis-Bacon Act and the various statues dealing with Federally assisted construction that contain similar minimum 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 statements regarding the wages paid or work covered thereby; sets forth the circumstances and procedures governing the making of pay- roll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 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, streets, subways, tunnels, sewers, mains, power lines, 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 manufacturer 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 constructions, 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 loan guarantees or insurance.
- (e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completions, 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 of such corporation.
- (g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, 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 instrumentalities.

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 classifications 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 29 CFR

Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH-348, "Statement of Compliance", or on an identical form on the back of WH-347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH-347 and WH-348 may be obtained from the Government contracting or sponsoring agency, and copies of these form may be purchased at the Government Printing Office.

- (c) The requirements of this section shall not apply to any contract of \$2,000 or less.
- (d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 F.R. 95, Jan. 1, 1964, as amended at 33 F.R. 10186, July 17, 1968]

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

- (a) Each weekly statement required under Section 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the 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, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.
- (b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his current classification, rate of pay, daily 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 representative, and by authorized representatives of the Department of Labor.

Section 3.5 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:

- (a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.
- (b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest a "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.
- (c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.
- (d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, 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 the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.
- (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.
- (f) Any deductions required by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.
- (g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.
- (h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.
- (i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided however, that a collective bargaining agreement

between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

- (j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standard Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under Section 516.27(s) of this title shall be kept.

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Section 3.3. The Secretary may grant permission whenever he finds that:

- (a) 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;
- (b) The deduction is not otherwise prohibited by law;
- (c) The deduction is either (1) voluntarily consented 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 the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and
- (d) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under Section 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

- (a) The application shall be in writing and shall be addressed to the Secretary of Labor.
- (b) The 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.
- (c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of Section 3.6. A full statement of the facts indicating such compliance shall accompany the affirmation.
- (d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed

deduction would be made.

- (e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

Section 3.8 Action by the Secretary of Labor upon applications.

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

Section 3.9 Prohibited payroll deductions.

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

Section 3.10 Methods of payment of wages.

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

Section 3.11 Regulations part of contract.

All contracts made with respect to 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 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 Section 5.5(a) of this subtitle.

"General Decision Number: IN20220006
12/23/2022

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, the 2022, or the contract is renewed or extended (e.g., an pay option is exercised) on or at after January 30, 2022: (or rate is the 	. Executive Order 14026 generally applies to contract. The contractor must all covered workers least \$15.00 per hour the applicable wage listed on this wage determination, if it higher) for all hours spent performing on contract in 2022.
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If the contract was awarded on or between January 1, 2015 and the January 29, 2022, and the 	. Executive Order 13658 generally applies to contract.
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contract is not renewed or	. The contractor must
pay all	
extended on or after January	covered workers at
least	
30, 2022:	\$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.	
_____	_____

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
18	07/29/2022
19	08/05/2022
20	08/12/2022
21	08/19/2022
22	08/26/2022
23	09/16/2022
24	09/23/2022
25	10/21/2022
26	10/28/2022
27	12/23/2022

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 04/02/2022

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

Rates

Fringes

ASBESTOS WORKER/HEAT & FROST
INSULATOR (includes
application of all insulating
materials protective
coverings, coatings an
finishes to all types of
mechanical systems. Also the
application of firestopping,
material openings and
penetrations in walls,
floors, ceilings, curtain
walls and all lead abatement.)...\$ 32.84
22.09

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 07/01/2022

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

Rates

Fringes

ASBESTOS WORKER/HEAT & FROST
INSULATOR (includes
application of all insulating
materials, protective
coverings, coatings and
finishings to all types of
mechanical systems).....\$ 31.45
22.38

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).....\$ 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

BRIN0003-001 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

BRIN0004-004 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

BRIN0004-005 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 01/01/2022	
BARTHOLOMEW, BOONE, DECATUR, HAMILTON, HANCOCK,	
HENDRICKS,	
JENNINGS, JOHNSON, MADISON, MARION, MONTGOMERY, MORGAN,	
PUTNAM,	
RIPLEY, RUSH AND SHELBY COUNTIES	

	Rates
Fringes	
ELECTRICIAN (Communication	
Technician Only).....	\$ 33.83
17.32	

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
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 08/31/2022

NEWTON COUNTY

Rates
Fringes
ELECTRICIAN (Communication
Technician Only).....\$ 37.15
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:		
7.75	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% +

* ELEC0725-007 06/01/2022

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

	Rates
Fringes	
18.07	Communication Technician.....\$ 30.00
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 10/01/2022

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

Rates

Fringes

ELECTRICIAN.....\$ 40.00
21.96

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 06/01/2022

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

Rates

Fringes

ELECTRICIAN.....\$ 34.77
19.18

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 04/01/2022

HEAVY, HIGHWAY AND RAILROAD CONSTRUCTION

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

	Rates
Fringes	
POWER EQUIPMENT OPERATOR	
GROUP 1.....	\$ 32.85
32.30	
GROUP 2.....	\$ 31.25
32.30	
GROUP 3.....	\$ 29.95
32.30	
GROUP 4.....	\$ 28.55
32.30	
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 (multiple vibrating, asphalt waterbound macadam, bituminous 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, Multiple Tamping Machine, Paving Breaker,
Roller (earth and subbase material), Roller sheepfoot (self-propelled), Sub-grader, Tamper, Multiple Vibrating
(earth and subbase material), Tractaire with Drill, Tractor
(with all drawn attachments 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; Guniting 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, Aspcos Paver, Asphalt Planer, Asphalt Rollers, Asphalt Paver Operator, Concrete or Asphalt Milling Machine, Self Propelled Widener, Backhoe and/or Pavement Breaker Attachment, Self Propelled Pavement Breaker, Ballast Regulator (R.R), Bituminous Mixer, Bituminous Paver, Bituminous Plant Engineer, Bulk Cement Plant Engineer, Bulldozer, One Drum Hoist with Tower or Boom, Cableways, Tower Machines, Back Filler, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Boring Machine, Bolier Operator, Brush Mulcher, Bull Float, Finishing Machine, Power Cranes, Overhead Cranes, Truck cranes, Piledriver, Skid or Crawler, Guard Rail Post Driver, Tower Cranes, Hydro Crane, Cherry Picker, Draglines, Derricks, Shovels, Clam, Gradalls, Two Drum

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

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

FOOTNOTES:

A. Employees operating booms from 149Ft. to 199 Ft.

including jib, shall receive an additional seventy-five

Cents (.75) per hour above the rate. Employees operating

booms over 199 Ft. including jib, shall receive an additional one dollar and twenty-five cents (\$1.25) per

hour above the regular rate.

B. Employees operating scoops, pulls, or tractors hooked in

tandem shall receive an additional one dollar (\$1.00) per

hour above the regular rate.

C. Employees operating scoops, pulls, or tractors pulling

any other hauling unit in tandem shall receive an additional one dollar (\$1.00) per hour above the regular rate.

D. Underground work - Employees working in tunnels, shafts,

etc. shall be paid a thirty percent (30%) premium above the wage rate.

IRON0022-001 06/01/2022

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.....\$ 34.24
25.11

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 04/01/2022

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.....	\$ 30.59
25.66	

IRON0147-004 06/01/2022

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.....	\$ 31.20
25.12	

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

LABO0041-003 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 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

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, 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, Horizonal 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

LABO0081-003 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, 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; Hod Carrier
(tending
bricklayers)

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 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, 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; Hod
Carrier (tending bricklayers); 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, 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; Hod
Carrier (tending bricklayers); 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, 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; Hod
Carrier (tending bricklayers); Concrete Saw Joint
Control
cutting

LABO0561-015 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); Tying and associated grouting
of
utility lines

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

LAB00645-005 04/01/2022

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

 GROUP 2: Cutting torch burner; Laser beam aligner;
 Manhole

erector; Sewer pipe layer; Water line installer,
temporary
or permanent; Welder (electric or oxy-acetylene) in
connection with waterline and sewer work, Hod Carrier
(tending bricklayers); Tying and associated grouting
of
utility lines

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

LAB00645-006 04/01/2022

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 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

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, 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; Hod
Carrier (tending bricklayers); 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 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

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.

LABO1112-003 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, Tying and
associated grouting of utility lines

GROUP 3: Air track and wagon drillman; Concrete
barrier rail
form setter; Dynamite and powder man; Hod Carrier
(tending
bricklayers); General leadman; Concrete Saw Joint
Control
cutting

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 06/01/2022

NEWTON COUNTY, West of Highway #41

Rates

Fringes

GLAZIER.....\$ 48.75
41.32

PAIN0047-005 06/01/2022

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.....	\$ 28.10
15.81	
Spray and Sand-Blasting....	\$ 29.10
15.81	

PAIN0080-001 06/01/2022

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

	Rates
Fringes	
PAINTER	
Brush and Roller.....	\$ 27.13
17.43	
Spray and Sandblasting.....	\$ 27.18
17.43	

PAIN0091-007 06/01/2022

ELKHART, FULTON, KOSCIUSKO AND MARSHALL COUNTIES

	Rates
Fringes	
PAINTER	
Brush & Roller, Drywall	
Taping & Finishing,	

Vinyl/Paper Hanging.....\$ 28.75
17.00
Spray.....\$ 29.25
17.00

PAIN0118-005 06/01/2022

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.....\$ 29.81
14.58
Spray, Sandblast &
Waterblast.....\$ 30.81
14.58

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 06/01/2022

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

	Rates
Fringes	
Painters:	
Brush & Roller.....	\$ 28.50
13.70	
Sandblasting.....	\$ 30.50
13.70	
Spray & Pot Man.....	\$ 29.00
13.70	

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 11/01/2022

DEARBORN, FRANKLIN, OHIO, RIPLEY, and SWITZERLAND
COUNTIES

Rates
Fringes

GLAZIER.....\$ 28.18
16.82

PAIN0460-004 06/01/2022

JASPER, NEWTON, PULASKI, STARKE AND WHITE COUNTIES

Rates
Fringes

Painters:
Brush & Roller
Building.....\$ 37.10
27.68
Brush and Roller
Heavy and Highway.....\$ 37.10
27.68
Drywall Taping & Finishing..\$ 37.98
27.68

PAIN0469-002 06/01/2022

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

Rates

Fringes

Painters:

 Brush, Roller,
 Paperhanger, & Drywall
 Finishing.....\$ 23.77

14.74

 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 05/01/2022

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

Rates

Fringes

Painters:

 Brush; Roller;
 Paperhanging; Drywall
 Finishers.....\$ 22.70

15.29

 Spray/Waterblasting;
 Sandblasting.....\$ 23.70

15.29

PAIN1165-014 07/01/2022

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

Rates

Fringes

GLAZIER.....\$ 30.87
18.43

PAIN1165-017 07/01/2022

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

Rates

Fringes

GLAZIER.....\$ 27.42
17.15

PAIN1165-018 07/01/2022

JASPER and NEWTON (East of Highway #41) COUNTIES

Rates

Fringes

GLAZIER.....\$ 39.38
26.90

PAIN1165-019 07/01/2021

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

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

PAIN1165-022 01/01/2022	

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.....	\$ 30.88
18.70	

PLAS0075-001 06/01/2017	

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

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

PLAS0075-002 06/01/2017	

GREENE and SULLIVAN COUNTIES

Rates

Fringes

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

PLAS0101-001 06/01/2018

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

Rates

Fringes

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

PLAS0101-008 06/01/2014

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

Rates

Fringes

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

PLAS0438-003 06/01/2018

PULASKI (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.....\$ 40.15
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 06/01/2022

DEARBORN, OHIO, RIPLEY, AND SWITZERLAND COUNTIES

	Rates
Fringes	
Plumbers and Pipefitters.....	\$ 36.81
27.35	

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 Rensselear), 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 06/01/2022

JASPER AND NEWTON COUNTIES

	Rates
Fringes	
ROOFER.....	\$ 40.79
24.47	

* ROOF0042-002 08/01/2022	
DEARBORN, OHIO and RIPLEY COUNTIES	

	Rates
Fringes	
ROOFER.....	\$ 30.90
17.05	

ROOF0075-001 05/01/2022	
FAYETTE, RANDOLPH, UNION, and WAYNE Counties	

	Rates
Fringes	
ROOFER	
Composition.....	\$ 25.63
20.61	
Slate & Tile.....	\$ 25.85
20.61	

ROOF0075-002 05/01/2021	
CLINTON COUNTY	

	Rates
Fringes	
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

Fringses Rates

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

Fringses Rates

ROOFER.....\$ 27.80
11.75

ROOF0147-002 04/01/2018

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

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

ROOF0150-002	07/01/2022
CLAY, GREENE, OWEN, PARKE, SULLIVAN, VERMILLION AND VIGO COUNTIES	

	Rates
Fringes	
ROOFER.....	\$ 28.75
17.55	

SHEE0020-003	07/01/2022

	Rates
Fringes	
Sheet metal worker (HVAC Duct Work).....	\$ 33.58
26.25	

SHEE0020-010	07/01/2022
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.....	\$ 38.83
25.27	

* SHEE0020-011 07/01/2022	
CLINTON COUNTY	

	Rates
Fringes	
SHEET METAL WORKER.....	\$ 36.71
27.78	

SHEE0020-024 07/01/2022	
CLAY, GREENE, MARTIN, OWEN, PARKE, PUTNAM, SULLIVAN, VERMILLION, and VIGO COUNTIES	

	Rates
Fringes	
Sheet metal worker.....	\$ 38.08
22.79	

TEAM0135-003 04/01/2021	
REMAINING COUNTIES	

	Rates
Fringes	
TRUCK DRIVER	
GROUP 1.....	\$ 31.16
17.27	
GROUP 2.....	\$ 31.21
17.27	

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

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 DECISIO"

SECTION C-4

GENERAL SPECIFICATIONS

PART IV

SECTION 3 & EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

401. PRE-CONSTRUCTION CONFERENCE

The contractor agrees that he or an authorized representative of his company or corporation and all subcontractors will attend a pre-construction hearing, sponsored by the Local Public Agency, before any work is accomplished concerning this contract.

402. SECTION 3 COVERED PROJECT AREA

The boundaries of the Section 3 Covered Project Area for this contract are those, coextensive with the Political Jurisdiction of the County of Hamilton, Indiana.

403. SECTION 3 CLAUSE

Every contracting party, contractor and subcontractor shall incorporate, or cause to be incorporated in all contracts for work in connection with a Section 3 covered project, the following clause:

SECTION 3 CLAUSE

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns, which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR-, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

- C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR-- . The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR-- and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR-- and all applicable rules and orders of the Department issued there under prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided and to such sanctions as are specified by 24 CFR-- .135.

404. BIDDING REQUIREMENTS

All prospective contracting parties, contractors and subcontractors for work in connection with this Section 3 covered project shall provide, prior to the signing of the contract, a preliminary statement of work force needs (skilled, semi-skilled, unskilled labor and trainees by category); where not known, such information shall be supplied prior to the signing of any contract between contractors and their subcontractors.

405. UTILIZATION OF BUSINESS LOCATED IN OR OWNED IN SUBSTANTIAL PART BY PERSONS RESIDING IN THE COVERED AREA

All contracting parties, contractors and subcontractors undertaking work on this Section 3 covered project shall assure that to the greatest extent feasible, contracts for work to be performed in connection with the project are awarded to business concerns located within this Section 3 covered project area or business concerns owned in substantial part by persons residing in the Section 3 covered area.

406. FULFILLMENT OF SECTION 3 OBLIGATION BY CONTRACTING PARTIES,
CONTRACTORS AND SUBCONTRACTORS

Each contracting party, Contractor and Subcontractors under- taking work in connection with this Section 3 covered project shall fulfill his Section 3 obligations by developing and implementing a Section 3 Affirmative Action Program in accordance with the following format:

SECTION 3
AFFIRMATIVE ACTION PROGRAM

Implementing Section 3 of the Housing and Urban Development Act of 1968, providing for employment opportunities for businesses and lower income persons in connection with HUD assisted projects.

PART I: GENERAL INFORMATION

Contractor's Name and Address

Contractor's EEO Officer & Telephone Number

Project Name

Community Development Block Grant FY2022

Project Number

Project Location (City, County & State)

Fishers, IN; Hamilton County

Construction Starting & Completion Dates

Completion within 60 days upon receipt of Notice to Proceed.

Determination of Project Area Boundaries

The project area for the purposes of this Section 3 Affirmative Action Program is coextensive with the political jurisdiction of the COUNTY OF HAMILTON, INDIANA.

PART II: UTILIZATION OF LOWER INCOME AREA RESIDENTS AS TRAINEES AND EMPLOYEES

Each applicant, recipient, contractor or subcontractor undertaking work in connection with a Section 3 covered project shall fulfill his obligation to utilize lower income project area

residents as trainees and employees to the greatest extent feasible by:

1. Establishing a goal consistent with Section 3 regulations for vacant positions in various occupational categories to be filled by lower income project area residents.
2. Using maximum number of persons in the various training categories in all phases of work to be performed; and, filling all vacant training positions with lower income project area residents except those training positions which remain unfilled after a good faith effort has been made to fill them with eligible lower income project area residents.

Complete the form on the following page (ESTIMATED PROJECT WORKFORCE BREAKDOWN) columns 2, 3, 4, and 5 in establishing goals for the number of positions to be filled by lower income project area residents as employees and trainees in the various occupational categories.

Each applicant, recipient, contractor or subcontractor shall fulfill his obligation to utilize lower income project area residents as trainees and employees to the greatest extent feasible by establishing that a good faith effort has been made. Such good faith effort shall, at a minimum, set forth evidence acceptable to the Secretary of HUD that it has:

1. Ascertained from the Indiana Area Office Director of HUD the boundaries of the Section 3 covered project area.
2. Attempted to recruit from the appropriate areas the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program or the U.S. Employment Service.
3. Maintain a list of all lower income area residents who have applied either on their own or on a referral from any source; and, in the case of trainees, employ such persons, if otherwise eligible and if a trainee vacancy exist; or, in the case of regular applicants determine the qualifications of such persons and employ such persons if their qualifications are satisfactory and if an employment opening exists. If the contractor has no trainee vacancy or no employment opening, the trainee or employment applicant, if otherwise eligible, shall be listed for the first available trainee vacancy or the first available employment opening.
4. Any applicant, recipient, contractor or subcontractor which fills vacant training positions or employment positions in its organization immediately prior to undertaking work pursuant to a Section 3 covered project shall set forth evidence

acceptable to the Secretary of HUD that its actions were not an attempt to circumvent these regulations.

ESTIMATED PROJECT WORKFORCE BREAKDOWN

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
Job Category	Total Estimated Positions	Positions Currently Filled By Permanent Employees	Positions Not Currently Occupied	Positions To Be Filled with L.I.P.A.R.

TRADE:

Journeyman				
Helpers				
Apprentices				
Max. No. Trainees				
Others:				

TRADE:

Journeyman				
Helpers				
Apprentices				
Max. No. Trainees				
Others:				

TRADE:

Journeyman				
Helpers				
Apprentices				
Max. No. Trainees				
Others:				

TRADE:

Journeyman				
Helpers				
Apprentices				
Max. No. Trainees				
Others:				

ESTIMATED PROJECT WORKFORCE BREAKDOWN (Continued)

TRADE:

Journeyman				
Helpers				
Apprentices				
Max. No. Trainees				
Others:				

TRADE:

Journeyman				
Helpers				
Apprentices				
Max. No. Trainees				
Others:				

TRADE:

Journeyman				
Helpers				
Apprentices				
Max. No. Trainees				
Others:				

TRADE:

Journeyman				
Helpers				
Apprentices				
Max. No. Trainees				
Others:				

***** L.I.P.A.R. - (L)ower (I)ncome (P)roject (A)rea (R)esidents *****

Definition: Individuals residing in the designated Section # Project Area whose combined family income does not exceed 90 % of the medium in the Standard Metropolitan Statistical Area.

COMPANY: _____ DATE: _____

SIGNATURE: _____ TITLE: _____

PART III: UTILIZATION OF BUSINESS LOCATED IN OR OWNED IN SUBSTANTIAL PART BY PERSONS RESIDING IN THE AREA

Each applicant, recipient, contractor or subcontractor under- taking work in connection with a Section 3 covered project shall fulfill his obligations to utilize business concerns located within or owned in substantial part by persons residing in the Section 3 covered project area by developing an Affirmative Action Plan.

The Plan shall:

- a. Set forth the approximate number and dollar value of all contracts proposed to be awarded to all businesses within each category (type or profession) over the duration of the Section 3 covered project in question.
- b. Analyze the information set forth in paragraph a. above and the availability of eligible business concerns within the project area doing business in professions or occupations identified as needed in paragraph a. above, and set forth a goal or target number and estimated dollar amount of contracts to be awarded to the eligible business and entrepreneurs within each category over the duration of the Section 3 covered project.

Complete the form at the end of this PART (PROPOSED CONTRACTS BREAKDOWN) columns 1, 2, 3, 4, and 5 in establishing the goals referred to in paragraph a. and b. above.

Each applicant, recipient, contractor or subcontractor shall fulfill his obligation to utilize business concerns located within or owned in substantial part by persons residing in the Section 3 covered project area by establishing that a good faith effort has been made to implement its Affirmative Action Plan. Such good faith effort shall, at a minimum, set forth evidence acceptable to the Secretary of HUD that it has:

1. Ascertained from the Indiana Area Office Director of HUD the boundaries of the Section 3 covered project area.
2. Attempted to recruit from the appropriate areas the necessary eligible business concerns through: Local advertising media, signs placed at the proposed site for the project; and community organization and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program or the U.S. Employment Service, as well as the Chamber of Commerce and any equivalent organizations in the section 3 covered project area.
3. Insertion in bid documents, the Affirmative Action Plan and the identification of the Section 3 project area.
4. Formally contact unions, contractors and subcontractors, and trade associations to secure

their cooperation for this Section 3 Affirmative Action Program.

5. To insure that all appropriate project area business concerns are notified of pending contractual opportunities either personally or through locally utilized media.
6. Insure that contracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a section 3 covered project area.
7. Where competitive bids are solicited, bidders are required to submit their utilization goals, and their affirmative action plans for accomplishing their goals. Bids will be evaluated to determine whether the affirmative action plan proposed will accomplish the stated goals.
8. Where advantageous, seek the assistance of local officials of the HUD Area Office in preparing and implementing the Affirmative Action Plan.

PROPOSED SUBCONTRACTS BREAKDOWN

[illegible]

COMPANY: _____

PROJECT NAME: _____

PROJECT NUMBER:

E.E.O. OFFICER: _____
(Signature)

DATE: _____

407. EQUAL OPPORTUNITY CLAUSE

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

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, and make available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules regulations, and orders of the Secretary of Labor, or pursuant thereto and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with

procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of labor, or as otherwise provided by law.

- (7) 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 Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

408. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION

CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted:
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority:
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

- 2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors

toward a goal in an approved plan does not excuse any covered Contractor's or Subcontractor's failure to make good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7, a. through 7, p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, the Contractor must employ such apprentices and trainees during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the name, addresses and telephone numbers of each

minority and female off-the-street applicants and minority or female referrals from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, but not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of labor. The Contractor shall provide notice of these programs to the sources complied under paragraph 7, b. above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc.; prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and test to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
- k. Validate all test and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one

or more of their affirmative action obligations (7, a. through 7, p.). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7, a. through 7, p. of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employee related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number,

race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

409. GOALS FOR FEMALE PARTICIPATION IN EACH TRADE

The following goals and timetables for female utilization shall be included in all Federal and federally assisted construction contracts and subcontracts in excess of \$10,000. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a Federal or federally assisted construction contract or subcontract.

Goals and timetables

Timetable	Goals
From April 1, 1980 to Date	6.9 %

Area covered: Goals for women apply nationwide

410. GOALS FOR MINORITY PARTICIPATION IN EACH TRADE

The following goals and timetables for minority utilization shall be included in all Federal and federally assisted construction contracts and subcontracts in excess of \$10,000. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a Federal or federally assisted construction contract or subcontract.

Goals and timetables

Timetable	Goals
Until further notice	3.1 %

Area covered: Political jurisdiction of the City of Fishers

411. STANDARD FORM 257 - EMPLOYMENT UTILIZATION REPORT

Each Contractor (both prime and subcontractors) is required to submit in accordance with the instructions provided, the following Monthly Employment Utilization Report - Standard Form #257.

SECTION C-5

SPECIAL CONDITIONS

501. PROJECT SITE

The project site is located in the City of Fishers, Indiana. More specifically it is located as follows:

FISHERS ADA IMPROVEMENTS – 2023

502. TIME FOR COMPLETION

The work which the Contractor is required to perform under this contract designated as Contract shall be commenced within 10 calendar days after date of issuance by the Owner of the Notice to Proceed to the Contractor and shall be fully completed within

60 calendar days

after date of such Notice to Proceed.

The Bidder's attention is directed to the fact that conflicts with existing utility facilities may be encountered on this project. The completion date for this project may be extended by the Engineer to compensate for utility relocation conflicts.

503. RESPONSIBILITIES OF THE CONTRACTOR

Except as otherwise specifically stated in the Contract Documents and Specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fee or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the contract and to deliver all improvements embraced in this Contract for complete work in every respect within the specified time.

504. UNIT PRICE CONTRACT

This construction contract shall be bid on a unit price basis. Each item on the Itemized Proposal shall be filled in and extended. These unit prices and extension total will be used to determine the Unit Price Bid and by the Engineer in preparing estimates for partial and final payments.

505. CONSTRUCTION INSPECTION

A full-time project inspector shall be designated and provided by the City of Fishers, Department of Engineering or Department of Public Works. Duties of the Inspector shall conform to the applicable requirements of Section 105.09 and 105.10 of the Indiana Department of Transportation Standard Specifications.

The Contractor shall direct all public comments and complaints to the Inspector who shall act as a liaison to the Department of Public Works for all such public comments and complaints.

506. COMMUNICATIONS

- A. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.
- B. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other offices as the Contractor may from time to time designate in writing to the Owner, or if deposited in the U.S. mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office).
- C. All papers required to be delivered to the Owner, and any notice to or demand upon the Owner shall, unless otherwise specified to the in writing to the Contractor, be delivered to the Department of Public Works at Fishers, Indiana, and any notice to or demand upon the Owner via the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for representatives of the Owner or to such address as the Owner may subsequently specify in writing to the Contractor for such purpose.
- D. Any such notice shall be deemed to have been given as of the time of actual delivery, or in case of mailing when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

507. PARTIAL USE OF SITE IMPROVEMENTS

The owner, at its election, may give notice to the Contractor and place in use sections of the improvements which have been completed, inspected and can be accepted as complying with the Specifications and if in its opinion, each section is reasonably safe, fit and convenient, for the use and accommodation for which it was intended, provided:

- A. The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor;

- B. The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections;
- C. The use of such sections shall in no way relieve the Contractor of his liability due to having used defective materials or to poor workmanship; and
- D. The period of guarantee stipulated in the C-1 (133) hereof shall not begin to run until the final acceptance of all work the Contractor is required to construct under this Contract.

508. NOTICE TO MUNICIPAL DEPARTMENT AND UTILITIES

The Contractor shall give written notice to all Municipal Departments and Utilities, or property owners, who pipes, poles, tracks, wires, conduits, or other structures may be affected by the work, ten (10) days in advance in order that they may protect, adjust, remove or rebuild them, or take such measures to minimize inconvenience, unless the Engineer has so notified them and conveys this to the Contractor. He shall also notify the Fire Department and the Police Department twenty-four (24) hours in advance of blocking any street temporarily. The Contractor will abide by the Police Department's decisions and recommendations and construct and maintain any detour in the Project area at no additional cost to the Owner. Any lost time due to the Contractor's failure to give notice to the Municipal Department and Utilities shall not be considered "excusable" under C-1 (111c).

509. CONTRACT DOCUMENTS AND DRAWINGS

The Owner will furnish the Contractor without charge four (4) copies of the Contract Documents, including Specifications and Drawings. Contractor will be furnished four (4) copies of any revised drawings and Supplemental Specification when required. Additional copies requested by the Contractor will be furnished at twenty-five dollars (\$25.00) per each set of Specifications and Drawings.

510. LIQUIDATED DAMAGES

As actual damages for any 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 Owner the following, agreed and liquidated damages for delayed completion, or as modified in accordance with C-1 (109) hereof, until such work is satisfactorily completed and accepted:

Original Contract Amount		Daily Charge
From	To and	Calendar Day
More Than	Including	or Fixed Date
\$ 0	\$ 100,000	\$ 200.00
\$ 100,000	\$ 500,000	\$ 300.00
\$ 500,000	\$ 2,000,000	\$ 400.00

511. BARRICADES AND WARNINGS

Barricades, detour signs, warning signs, and other traffic control and safety devices will be provided prior to the Contract commencing work. All of the above items are to be furnished by the Contractor. The Contractor will assume all responsibility to insure the construction site is secured and that all night lighting devices, flares, and other apparatus is in proper working condition, erected, and maintained until such time that the work is complete or in a safe condition as determined by the Engineer. All intersections and pavement edges exposed during the progress of work shall be ramped at the end of each working day to provide such emergency service as may be required.

512. PROGRESS SCHEDULES

The Contractor shall submit to the Engineer a schedule of work indicating the proposed sequence of work and all pertinent information concerning the scheduling of work. The initial submittal of such schedule shall be made prior to commencing any work on this contract. The submittal of the revised schedules, super imposed upon a copy of the initial schedule, will be required with the submission of each Progress Payment Request as an additional condition of payment release.

513. INSURANCE

Contractor's Liability Insurance

1. For the duration of this Contract, Contractor shall maintain Statutory Workmen's Compensation (including Occupational Disease Insurance) and shall maintain Employer's Liability Insurance with the same minimum amounts.
2. For the duration of this Contract, Contractor shall maintain Blanket Comprehensive General Liability Insurance with Broad Form Property Damage endorsement with the minimum Bodily Injury limits of \$300,000.00 for each person and \$1,000,000.00 for each occurrence. He shall maintain Property Damage Insurance with minimum limits of \$100,000.00 for each person and \$500,000.00 aggregate. The policy shall include Contractor's Protective Liability Insurance with the same minimum limits.

- a. Contractor shall require subcontractors to provide Blanket Comprehensive General Liability Insurance with the same minimum limits. Contractors and subcontractors engaged in demolition, excavation and related work, or construction immediately adjacent to an existing building, whose policies exclude collapse hazard, explosion or underground, shall have such exclusion removed by appropriate endorsements.
3. For the duration of this Contract, Contractor shall maintain Blanket Comprehensive Automobile Liability Insurance for all owner, non-owner, and hired vehicles with minimum limits of Bodily Injury of \$300,000.00 for each person and \$1,000,000.00 for each occurrence and Property Damage minimum limits of \$250,000.00. Contractor shall require subcontractors to provide Blanket Comprehensive Automobile Liability Insurance with the same limits.
4. All Contractors, suppliers, and subcontractors shall furnish Products and completed Operations coverage, and such protection is to continue in effect for at least one year after acceptance, by the Local Public Agency, of the completed work.
5. Contractor shall not commence work at the site under this Contract until he has obtained all required insurance and until such insurance has been approved by the Local Public Agency. The Contractor shall not allow for any subcontractor to commence work until all insurance required has been obtained and approved. Approval of the insurance by the Local Public Agency shall not relieve or decrease the liability of the Contractor hereunder. Policies of the Insurance shall be filed with the Local Public Agency prior to commencing work.
6. The required insurance must be written by a company, acceptable at the Local Public Agency, licensed to do business in Indiana at the time the policy is issued.
7. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance policies shall include a clause to the effect that the policy shall not be canceled or reduced, restricted or limited, until ten (10) days after the Local Public Agency has received written notice as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcripts from the proper office of the insurer, evidencing in particular those insured, the extent of the insurance, the location and the operations to which the insurance applied, the expiration date, and the above-mentioned notice of a cancellation clause.
8. The Contractor further shall indemnify the Local Public Agency and hold it harmless to the extent of any exposure that might be realized in excess of the conversion provisions herein.

SECTION C – 6

DETAILED SPECIFICATIONS

601. GENERAL

The following sections describe the materials to be supplied and the performance requirements for the separate items of construction to be provided under this project.

The plans and specifications are meant to be inclusive so as to provide a complete and acceptable project. The Contractor shall be required to provide everything including, but not limited to, materials, equipment and labor to provide a complete project.

All items of work not specifically described in the following sections, but which are required to complete the project shall be provided and constructed in accordance with the requirements of the Indiana Department of Transportation Standards and Standard Specifications, Current Edition. Payment method for those items shall be determined by the Department of Public Works or the Department of Engineering.

602. INTERPRETATION OF PROPOSAL QUANTITIES

The Bidder's attention is directed to the fact that the estimate of the work to be done and the materials to be furnished under these specifications as shown on the Itemized Proposal are approximate and is furnished only to assist the Contractor in the preparation of his bid.

603. ITEMIZED PROPOSAL

Each item on the Itemized Proposal will be filled in and extended. In determining the Unit Price Bid and in preparing estimates for partial and final payments, the Engineer shall use these unit prices and extension totals.

604. CONDITIONS AT THE SITE

Preliminary to Bidding, each Contractor shall personally visit the site of the proposed work and shall thoroughly familiarize himself as to the nature and location of the work, the topography of the ground, the character, quality, and quantity of the materials to be encountered and re-used, and the kind of equipment during the prosecution of the work. Each Contractor shall familiarize himself with the Contract Documents, Local, State, and Federal Laws and ordinances, and all other matters which can in any way effect the work under this Contract. The Contractor shall not be allowed any extra compensation by reason of any matter or thing concerning which such Contractor might have fully informed himself because of his failure to have so informed himself prior to the bidding. No verbal agreement,

understanding, or conversation with any agent or employee of the Owner, either before or after the execution of this Contract, shall effect or modify any of the terms or obligations herein contained.

605. RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor shall save and hold harmless, the Owner and the Engineer, and their officers, agents and employees from and against all suits or claims that may be based on alleged injury to any person or property that may occur, or that may be alleged to have occurred, in the course of the performance of the contract by the Contractor or by a third person, and whether or not it shall be claimed that the alleged injury was caused by a negligent act or omission of the Contractor: and the Contractor shall, at his own expense and cost, pay all charges of attorneys, and all costs and other expenses arising there from or incurred in connection therewith: and, if any judgment shall be rendered against the Owner, the Engineer or any officer, agent or employee of any thereof, the Contractor shall at his cost and expense, satisfy to discharge same.

606. COOPERATION WITH PUBLIC UTILITIES

The Contractor will be required to cooperate and coordinate his work with all utility companies within the limits of this contract in accordance with the requirements of Subsection 107.17 of the INDOT Standard Specifications and as directed by the Engineer.

Any damage to existing public utilities within the limits of this contract caused by the Contractor's operations or equipment shall be repaired or replaced by the Contractor at his own expense.

No additional compensation of any kind will be made under this contract for any delay, inconvenience, or suspension of road construction caused by the work or relocation and/or reconstruction of the existing facilities either at a temporary location or at their permanent location by the various utility companies involved.

Any repair or replacement work by Public Utilities will be completed prior to the resurfacing of a street. Contractor must contact utilities to adjust facilities (valves, castings, etc.).

607. PROTECTION OF EXISTING DRAINAGE STRUCTURES

The Contractor shall take all necessary precautions during the construction operations to prevent damage to any existing drainage structures caused by the Contractor's operation or equipment. Any so damaged structures shall be repaired or replaced by the Contractor at his own expense.

608. PROTECTION OF PAVEMENT

The Contractor shall take all necessary precautionary measures and perform the work in such a manner as to adequately protect and safeguard the existing pavement or pavement surface to remain in place from any damage due to such operations. The Contractor's attention is also called to the fact that the operation of crawler type construction equipment on those portions of the surface to remain in place will not be permitted and the operation of over-weight or oversize equipment in those areas shall be governed by State and Local laws and regulations. Any damaged portion of the surface or pavement and surface removed in excess of that required for the construction as set out in the plans, shall be satisfactorily replaced or repaired by the Contractor at his own expense. The Contractor's attention is specifically directed to Article 107.12 and 107.16 of the Standard Specifications regarding his responsibility under this contract.

609. STORAGE OF MATERIALS AND EQUIPMENT

The Contractor shall make his own arrangements for storage of material and equipment if he thinks the proposed right-of-way is inadequate.

610. SCHEDULE OF OPERATIONS AND MAINTENANCE OF TRAFFIC

The Bidder's attention is directed to the fact that unless otherwise directed or permitted by the Engineer, the Contractor shall arrange and prosecute the work specified in this contract in such a manner to assure the maintenance of traffic.

It should be noted that residents living along the project and all other emergency traffic such as police, fire protection, ambulances, postal, etc., shall have access at all times.

All existing traffic signs shall be relocated as necessary during the course of the work. It shall be the responsibility of the Contractor to maintain all STOP, YIELD, ONE-WAY, and similar traffic control signs at all times during prosecution of the work. All costs of maintaining traffic will be paid for at the "Lump Sum Price" bid for "Maintaining Traffic" unless otherwise identified as an item in the Bid Proposal. Such lump sum price shall include and be full compensation for all costs incurred by the Contractor for movable barricades, drums, watchmen and flagmen, for lights and flares, for cleaning of the pavement, for maintaining temporary surfaces, for furnishing, installing and removing any temporary drainage structures or temporary drainage that may be necessary, for constructing structures part width at a time, for leaving gaps in the new pavement if required, for removal and disposal of plastic tape used for temporary pavement striping and markings, and for any other items which may be necessary in any way for maintenance of traffic.

611. TREE AND LAWN PROTECTION

The attention of the Bidder is directed to the fact that when constructing the sidewalk, the Contractor must exercise prudence and use reasonable care for the protection of trees, shrubbery, and lawn areas. Moderate trimming of interfering branches will be permitted; however, the remaining branches must be trimmed in order to obtain approximate symmetry.

All disturbed lawn areas must be fine graded and mulch seeded as set out with all application requirements in Section 618 of the Standard Specifications.

The cost of tree protection or trimming and proper restoration of disturbed areas shall not be paid for under separate work items or as "extras", but all such costs must be anticipated by the Contractor and covered in the bid price of the various items of the project.

612. GUARANTEE

The Contractor shall be responsible for maintaining the project for a period of one year from the time of acceptance of the project. The Contractor shall guarantee all work on the construct project for a period of one year against defects in materials, workmanship and construction procedures. Such maintenance shall consist of, but not be limited to, re-grading, re-paving.

613. STAKING

Contractor shall be responsible for setting stakes for construction. Only qualified personnel shall be permitted to do the staking. The cost of this operation shall be included in the cost of other related items.

614. FLAGGING TRAFFIC

It shall be the Contractor's responsibility to protect traffic on all streets and right-of-way while moving equipment throughout the project.

615. CONSTRUCTION SIGNS

All orange construction signs on this project shall have high intensity encapsulated lens reflective sheeting. Construction signs shall be placed in accordance with the Indiana Manual in Uniform Traffic Control Devices. The signs will not be paid for directly, but shall be included in the cost of "Maintaining Traffic".

616. STREET CLEANING

The Contractor shall provide effective dust control in all phases. Loader-mounted pick-up, power sweepers or other types of pull type models shall be used in all phases of street cleaning.

Street cleaning will not be paid for directly, but shall be included in the cost of various items of the contract.

617. TOP SOIL

The Contractor shall take care to conduct his grading operations in a manner that the areas designated on the plans to be seeded or sodded shall have a minimum depth of three (3) inch of sufficient top soil in accordance with Subsections 621.07 and 913.01 of the Standard Specifications. The Contractor shall preserve a sufficient quantity of top soil from common excavation and will be stockpiled if required.

The area to be seeded shall be free of sod, weeds, sticks, roots, rocks, or other matter that would interfere with the grading and compaction of the soil. The area shall be made smooth and uniform and shall be in accordance with the finished grade and cross sections shown on the plans or as otherwise designated. Areas in an intermediate state of construction, prior to finish grading, shall not be left in a condition that will allow ponding of water or excessive erosion of the soils. All work shall be in accordance with applicable sections of Section 208 and Section 621 of the INDOT Standard Specifications, Current Edition.

When cuts are made in material that are not suitable for growing vegetation, the Engineer will authorize an additional three (3) inch of cut beyond the previously authorized cross-section in the areas designated to be seeded or sodded. The cost of additional cut required for placing topsoil will not be paid for directly, but shall be included in the contract unit price for Excavation and Grading.

In the event that sufficient topsoil cannot be obtained from common excavation, special topsoil may be obtained from outside the limits of this project as directed by the Engineer and in accordance with Subsections 621.07 and 913.01 of the Standard Specifications. Payment will be made at the Contract unit price bid per cubic yard and in place for the undistributed quantity of topsoil. No additional compensation shall be allowed for over-hauling common excavation suitable for topsoil, stock-piling or placement of topsoil.

When Borrow is required, the Contractor may elect to preserve the required topsoil from common excavation or furnish Borrow suitable for topsoil. No additional payment will be made for topsoil when Borrow is required unless the quantity of Borrow is not sufficient amount and the additional required amount of topsoil cannot be preserved from common excavation.

618. MULCHED SEEDING

Furnish and place topsoil, fertilizer, and seed on all existing grass plats damaged during construction. All seeded areas shall be mulched to protect the seed and soil. The Contractor is responsible for establishing a good and reasonable stand of grass in the disturbed areas.

Grass seed shall be sown at a rate of not less than three pounds per thousand square feet, and shall be the following analysis:

40 parts Kentucky Blue Grass
30 parts Perennial Rye
30 parts Kentucky 31 Fescue

Areas to be mulched seeded for this contract shall be in accordance with the requirements of Section 621 of the Standard Specifications and the following:

Mulch: Mulching material shall be an acceptable material as set out in Section 913.05 of the Standard Specifications and shall be applied at the rate of 0.75 tons per acre.

Limestone: Agricultural Limestone Treatment will be required in an amount of one-half (1/2) tons per acre.

Fertilizer: Fertilizer with a 10-10-10 analysis shall be applied in the amount of twenty pounds per thousand square feet.

The Unit Price Bid for Mulched Seeding complete in place, shall include the cost of top soil, Mulching Material, Limestone, and Fertilizer. A separate pay item for the contractor to mobilize and demobilize to complete this work will not be paid for directly, but is to be included in the cost of other items.

619. DISPOSING OF EARTHWORK WASTE AND PAVEMENT REMOVAL

It will be the Contractor's responsibility to find a suitable site and obtain permission for the deposit any of the various waste materials from this project, all to the satisfaction of the Engineer. Any permits required for this work shall be the responsibility of the Contractor.

620. TREE/ TREE ROOT REMOVAL

Payment for any tree/tree root removal shall not be paid individually. The Contractor shall remove all trees and shrubs as specified in these plans or as directed by the Owner. Tree/tree root removal shall be included in the cost of Clearing Right-of-Way.

621. TEMPORARY EROSION CONTROL

Temporary erosion control measures will be placed as directed by the Engineer when needed to prevent the run-off of silt from the project site or into drainage structures. When required, the temporary erosion control measures shall be placed in accordance with the INDOT Standard Details included in the contract documents.

All labor and materials required for Temporary Erosion Control shall not be paid for directly, but shall be included in the cost of all other items.

622. TRAFFIC MAINTENANCE

The field location of the signs and barricades associated with traffic maintenance shall be determined by the Engineer. The Contractor will provide, set-up and maintain signs and barricades necessary for traffic maintenance.

Protection of the traveling public during construction is of the utmost importance. Proper equipment, traffic control devices, safety devices and proper procedures are required. Flaggers shall be provided for traffic control as directed. The Contractor shall provide the appropriate number of barrels commensurate with the work activity for each day. Barrels shall remain in place overnight when warranted. The cost of barrels and other traffic maintenance items not specifically called out in the Itemized Proposal shall be included in the cost of other items.

The Contractor shall be paid for the labor and materials necessary for this activity as:

MAINTAINING TRAFFIC – Lump Sum

623. POSTING OF SIGNS AT THE JOBSITE

The Contractor shall require conspicuous posting of the posters and signs noted below:

- Davis-Bacon Act for Employees Working on Federal or Federally Financed Construction Projects
- Employee Polygraph Protection Act
- Equal Employment Opportunity Poster
- Family and Medical Leave Act of 1993
- Federal Minimum Wage under Fair Labor Standards Act
- Notice to Workers with Disabilities
- Occupational Safety and Health Act Workplace Poster
- Service Contract Act

These posters and signs are available from the United States Department of Labor, the Occupational Safety and Health Act, the Indiana Department of Labor, and the Indiana Occupational Safety and Health Act. In particular, the following web site provides many of these posters in electronic format: <http://www.dol.gov/osbp/sbrefa/poster/main.htm>

624. AGGREGATE SPECIFICATIONS

Aggregate shall conform to INDOT specifications and come from a CAPP source.

625. COOPERATION WITH ADJACENT PROPERTY OWNERS

The Contractor will be required to cooperate and coordinate his work with all adjacent property owners to each segment and street being resurfaced. The Contractor shall make contact with property owners via the use of door hangers or other approved methods to inform them of adjacent paving activities and provide at least **48 hours** notice of such work. Property owners should be notified of the work to ensure that vehicles are not parked in the way of paving activities.

Further, within 72 hours of notice to proceed, the Contractor shall place door-hangers to notify property owners of their responsibility for pruning, trimming, and removal of trees and/or limbs that extend into the public right-of-way pursuant to Fishers Ordinance 120511.

626. HERBICIDE

The Contractor shall apply herbicide to weeds and any organic material found in gutter lines or curb lines to kill weeds or other similar growth prior to paving operations commence on any street contemplated in this project. The cost of supplying the labor and materials to perform this work shall be included in the cost of other items.

627. COOPERATION WITH UTILITIES

The Contractor will be required to cooperate and coordinate his work with all utility companies within the limits of this contract in accordance with the requirements of Subsection 107.17 of the INDOT Standard Specifications and as directed by the Engineer. Any damage to existing public utilities within the limits of this contract caused by the Contractor's operations or equipment shall be repaired or replaced by the Contractor at his own expense. No additional compensation of any kind will be made under this contract for any delay, inconvenience, or suspension of road construction caused by the work or relocation and/or reconstruction of the existing facilities either at a temporary location or at their permanent location by the various utility companies involved. Any repair or replacement work by Public

Utilities will be completed prior to the resurfacing of a street. Contractor must contact utilities to adjust facilities (valves, castings, etc.). The Contractor shall be responsible for the relocation of all power poles, telephone poles, water hydrants, and the trimming or removal of the trees. The Contractor shall be responsible for adjusting all street valves, castings, manhole covers to finish street grade.

The Contractor shall at all times exercise such precautions as may be necessary to not inflict any damage, injury or interruption of any utility installations, including gas mains, water mains, power cables, telephone cables, telegraph cables, or any other such utilities as may be encountered underground or on the surface. In the event the Contractor runs into any of the aforesaid installations in the course of construction, he shall forthwith notify the Engineer of such condition, and shall not move any of the aforesaid utility installations without the express consent of the Owners in writing. The successful bidder is hereby notified there are utilities located on the sites they will be conducting work.

628. PROTECTION OF STRUCTURES AND TEMPORARY EROSION CONTROL

The Contractor shall take all necessary precautions during the construction operations to prevent damage to any existing drainage structures caused by the Contractor's operation or equipment. Any so damaged structures shall be repaired or replaced by the Contractor at his own expense. Temporary erosion control measures will be placed as directed by the Engineer when needed to prevent the run-off of silt from the project site or into drainage structures. When required, the temporary erosion control measures shall be placed in accordance with the INDOT Standard Details. All labor and materials required for Temporary Erosion Control shall not be paid for directly, but shall be included in the cost of all other items.

629. WORK IN ADVERSE WEATHER

During adverse weather, the Contractor shall take all precautions so that the work may be properly done and satisfactory in all respects. When required, protection shall be provided by use of tarpaulins, wood and building paper shelters, or other approved means.

During cold weather, materials shall be preheated, if required, and the materials and adjacent structure into which they are to be incorporated shall be made and kept sufficiently warm so that a proper bond will take place and a proper curing, aging, or drying will result. Protected space shall be artificially heated by approved means which will result in a moist or a dry atmosphere according to the particular requirements of the work being protected.

630. WORK TO CONFORM

All work shall conform to the lines, levels and grades indicated on the drawings, or given by

the Engineer, and shall be built in a thoroughly substantial and workmanlike manner, in accordance with the Plans and Specifications and directions given from time to time by the Engineer.

All work done without instructions having been given therefore by the Engineer, or done without proper lines or levels, or done during the absence of the Engineer or his agent, will not be paid for, except when such work is authorized by the Engineer in writing. Work so done may be ordered uncovered or taken down, removed and replaced at each Contractor's sole cost and expense.

The Contractor shall rectify all quantities on a daily basis with the Engineer, or his representative. The Contractor will be asked to verify his daily quantities of materials delivered to the jobsite or placed on the jobsite through written means: daily reports, triplicate inspectors logs, or other forms of clarifying the materials on the jobsite.

631. EQUIPMENT AND MATERIALS APPROVAL

As soon as possible after the Contract has been executed, the Contractor shall submit to the Engineer, data relating to materials and equipment he proposes to furnish for the work. Such data shall be in sufficient detail to enable the Engineer to identify the particular product in question, and to form an opinion as to its conformity to the Contract requirements.

When required the Contractor shall furnish, to the Engineer, triplicate sworn copies of manufacturer's shop or mill test (or reports from independent testing laboratories) relative to materials and concrete data, and equipment performance ratings.

After approval of the samples, data, etc., the materials and equipment used on the work shall correspond therewith.

632. INCLUDED ASSOCIATED COSTS

The Contractor is hereby notified that Pay Items "Sidewalk, Concrete (SYS)" "Curb and Gutter, Concrete (LFT)", and "Curb and Gutter, Roll Curb (LFT)" in the Itemized Proposal shall include all materials, labor and equipment in order to perform this work including removal/disposal of debris, excavation, compacted aggregate base (Type O No. 53 up to a maximum of 5 inches), form and finishing. This pay item shall be an inclusive price to provide finished, completed sidewalk panels, and curb and gutter.

The Engineer, or his authorized representative, shall inspect each Sidewalk Removal location and instruct the Contractor to either remove and replace the base material, or recompact and utilize the existing material found beneath sidewalk panels that have been removed.

For the purposes of preparing the bid documents, the Owner has assumed all sidewalk panels

to be replaced will require removal of stone or other base material and replacement with up to 5 inches of compacted aggregate.

633. TREE RESTORATION

If due to the reasonable work efforts by the Contractor there is damage to trees, shrubs, or other similar landscaping, the Contractor shall be required to prune as reasonably necessary to leave the tree or other landscaping in similar condition to which he found it. This could include pruning, trimming or otherwise shaping as required by the Owner. No direct payment shall be made for this effort, if required, but shall be included in the cost of other items.

634. CURB RAMPS

The Contractor is hereby notified that Pay Item "Curb Ramp, Concrete (SYS)" in the Itemized Proposal shall include all materials, labor and equipment in order to perform this work including demolition of existing Curb Ramp, removal/disposal of debris, excavation, compacted aggregate base (Type O No. 53 up to a maximum of 5 inches), form and finishing. This pay item shall be an inclusive price to provide finished, completed Curb Ramps. Detectable Warning Plates are not included in Pay Item "Curb Ramp, Concrete (SYS)" and shall be accounted for in a separate Pay Item "Detectable Warning (SYS)".

634. DOOR HANGERS – IRRIGATION SYSTEMS

Two weeks (Fourteen days) prior to work commencing in the field, the CONTRACTOR shall place door hangers to notify property owners of their responsibility to locate and mark any and all privately owned irrigation system components that are within the Right of Way of the project limits. Door hangers should include the date the door hanger was placed and the date two weeks in the future by which irrigation system components shall be marked by the property owner.

HUD SECTION 3 INFORMATION PACKET – HAMILTON COUNTY, INDIANA

The purpose of Section 3 under the U.S. Department of Housing and Urban Development (HUD) Act of 1968 is to contribute to the establishment of stronger, more sustainable communities by ensuring that employment, training and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed towards low- and very low-income persons, particularly those who receive government assistance for housing. For more information go to <https://www.hud.gov/sites/dfiles/OCHCO/documents/2021-07cpdn.pdf>.

When does Section 3 apply?

- Section 3 applies to training or employment arising in connection with HUD funded housing rehabilitation, housing construction, or other construction projects.
- When the total amount of federal funds assistance to the project exceeds a project threshold of \$200,000.
- If triggered, Section 3 applies to the entire project's labor hours including efforts that are financed by other, non-HUD sources of funds.

Whose Labor Hours need to be tracked?

- The final rule at 24 CFR 75, effective November 30, 2020, changes from tracking new hires to tracking labor hours to emphasize continued long-term employment and the hiring, training and retaining of workers.
- Grantees and their contractors are required to report the total paid, 100%, of all labor hours for all workers, Section 3 workers and Targeted Section 3 workers.
- See SECTION 3 LABOR HOUR TRACKING for assistance in tracking hours. This form should be submitted weekly to enable monitoring of a Contactor's progress in meeting Section 3 benchmarks.
- Who to include:
 1. All workers:
 - Include all hours worked by skilled and unskilled workers on the job.
 - Labor hours do NOT include 'non-construction' professional service hours that might require the worker to have an advanced degree or professional license.
 - However, if employees in professional services roles meet the definition of a Section 3 worker or Targeted Section 3 worker, their labor hours can be reported in the applicable Section 3 worker labor hours category.
 2. Section 3 workers:
 - A Section 3 worker is a worker who currently fits or, when hired within the last five years, and after November 30, 2020, fits at least one of the following categories:
 - A low- or very low-income person that met HUD income limits for the previous or annualized calendar year. Income limits may be obtained from the Noblesville Housing Authority CDBG Manager.
 - Is employed by a Section 3 business concern, or
 - Is a Youth Build participant.
 - Labor hours for a Section 3 worker may be counted on projects for five years from when their status as a Section 3 worker is established. The five-year period for a worker cannot begin before November 30, 2020, the effective date of the final rule.
 - Benchmark = Twenty-five (25) percent of the total number of labor hours worked.

3. Targeted Section 3 workers must be employed by a Section 3 Business concern or meet the definition of a Section 3 worker, plus:
 - Lives within the service area or neighborhood of the project.
 - Service area is an area within one mile of the Section 3 project. If fewer than 5,000 people live within that one mile, then within a circle centered on the Section 3 project that is sufficient to encompass 5,000 people according to the U.S. Census.
 - Is a Youth Build participant.
 - Benchmark = Five (5) percent of the total number of labor hours worked.

What is a Section 3 Business?

- A Section 3 business concern is defined by 24 CFR 75.5 as a business that meets at least one of the following criteria, documented within the last six-month period:
 - At least 51% owned and controlled by low- or very low-income persons
 - Over 75% of the labor hours performed for the business over the previous 3-month period are performed by certified Section 3 workers; or
 - At least 51% owned and controlled by current residents of public housing or Section 8-assisted housing
- To learn more <https://www.youtube.com/watch?v=AimGMuDq9jU>
- To register as a Section 3 Business concern, see the attached Section 3 Business Self-Certification Form or visit <https://portalapps.hud.gov/Sec3BusReg/BRegistry/BRegistryHome>

What Documentation is required?

An employer must maintain one of the following records from the time the worker is certified as meeting the Section 3 worker definition for the five-year period or from the time of hire (if hired within the last five years). A Section 3 Resident Self-Certification Form is included within this information packet.

- A worker's self-certification that their income is below HUD's income limit from the prior calendar year;
- A worker's self-certification that they reside in public housing or participate in the Housing Choice Voucher Program, Section 8 – assisted housing.
- Certification from a Public Housing Authority (PHA), or an owner or property manager of project-based Section 8 – assisted housing, or an administrator of tenant-based Section 8 – assisted housing that the worker is a participant in one of their programs.
- An employer's certification that the worker's income from that employer is below HUD's income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis.
- An employer's certification that the worker is employed by a Section 3 business concern.
- For Targeted Section 3 workers, in addition to the documentation certifying that the worker meets the definition as a Section 3 worker, one of the following sources must be maintained:
 - Employer's confirmation that the worker resides within one mile of the job site or within a circle encompassing 5,000 people.
 - Employer's certification that it is a Section 3 Business.
 - Worker's self-certification that the worker is a Youth Build participant.

Examples:

1. Hamilton County, Indiana funds a project with \$500,000 of CDBG Funds, it exceeds the \$200,000 threshold and Section 3 is attached to the full \$6,000,000 project.

ABC Company received the contract for the \$6,000,000 housing construction project partially funded by Federal funds. The Contractor estimates that the project will take 40,000 hours of labor and will require 20 skilled tradesmen. The Contractor assigns five (5) workers, who were hired in April 2021 and at which time qualified as Section 3 workers, to the project. Final accounting of hours shows that there was a total of 40,121 hours and that Section 3 workers provided 10,124 labor hours on the project. $10,124/40,121 = 25.2\%$ They met the benchmark for Section 3 workers.

One of the Section 3 workers assigned to the job qualified because he was a Youth Build participant and therefore also qualified as the lone Targeted Section 3 worker. After he had worked 1,800 hours on the project, he was reassigned to another project. With $1,800/40,121 = 4.2\%$, they would not meet the Targeted Section 3 Worker benchmark.

However, a new project engineer working on the project and who's hours had not been counted previously is now counted because she lives within the neighborhood and her income from the previous year qualified her as Section 3. She completed 220 hours of professional services on the project. $1,800 + 220 = 2,020/40,341$ ($40,121 + 220$) = 5%, they have now met the benchmark for Targeted Section 3 and the new amount for Section 3 is $10,334/40,341 = 25.6\%$.

2. A Section 3 Labor Hour Tracking form from early in the project might look like what is shown below.

SECTION 3 LABOR HOUR TRACKING FOR HAMILTON COUNTY INDIANA

NAME OF CONTRACTOR ☒ OR SUBCONTRACTOR _____		CONTRACTOR ADDRESS			PROJECT NAME AND LOCATION		
ABC Construction Company		123 N Main St.	Evansville, IN	47710	Big House on the corner of This & That Streets		
IS THE CONTRACTOR A SECTION 3 BUSINESS Yes ☒ No ☐		PAYROLL # <u>4</u>	FOR WEEK ENDING <u>7/30/2021</u>		START DATE: <u>7/6/21</u> FOR TOTAL PROJECT TO DATE		
NAME OF WORKER	IDENTIFYING NUMBER (e.g. Last 4 digits of social security number)	A: TOTAL HOURS WORKED THIS WEEK	B: HOURS WORKED BY SECTION 3 WORKER	C: HOURS WORKED BY TARGETED SECTION 3 WORKER	D: TOTAL HOURS WORKED ON THE PROJECT TO DATE	E: HOURS WORKED BY SECTION 3 WORKER	F: HOURS WORKED BY TARGETED SECTION 3 WORKER
1 John Doe	1234	40	0	0	157	0	0
2 Paul Jones	5678	40	0	0	152	0	0
3 George Adams	9123	40	0	0	120	0	0
4 Adam Day	4567	40	40	0	120	120	0
5 Jude Smith	8912	5	5	5	26	26	26
6							
7							
8							
9							
10							
11							
12							
TOTAL HOURS WORKED		165	45	5	575	146	26
PERCENTAGE OF SECTION 3 HOURS WORKED		100.00%	27.27%	3.03%	100.00%	25.39%	4.52%
			Total Column B divided by Column A	Total Column C divided by Column A		Total Column E divided by Column D	Total Column F divided by Column D
Sign _____		Date _____					

SECTION 3 BUSINESS SELF-CERTIFICATION FORM

The purpose of this form is to identify Section 3 Businesses under the HUD Act of 1968 certification requirements. Section 3 contributes to the establishment of stronger, more sustainable communities by ensuring that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed towards low- and very low-income persons, particularly those who receive government assistance for housing. For more information and to register online go to <https://portalapps.hud.gov/Sec3BusReg/BRegistry/What>

Business Name _____

Street Address (cannot be a P.O. Box number) _____

City, State, Zip _____

Authorized Agent _____ Title _____

Phone: _____ Email: _____

Type of Business: ____ Corporation ____ Partnership ____ Sole Proprietorship ____ Other

Federal ID #: _____ UEI #: _____

I certify that I am an authorized agent of said business and that the business is eligible for Section 3 Business Certification in accordance with the standard checked below:

- ☐ At least 51% owned and controlled by low- or very low-income persons as shown by the chart below; or

2022 HUD Income Guidelines	30% AMI	50% AMI	80% AMI
1 Person	\$19,200	\$32,000	\$51,150

- ☐ Over 75% of the labor hours performed for the business over the previous 3-month period are performed by certified Section 3 workers; or
- ☐ At least 51% owned and controlled by current residents of public housing or Section 8-assisted housing.

I hereby certify to the U.S. Department of Housing and Urban Development (HUD), Noblesville Housing Authority, and to Hamilton County, Indiana that to the best of my knowledge and belief, all of the information on this form is true, complete, and correct. I understand it is my responsibility to conduct any due diligence necessary to make this certification and to maintain documentation establishing my Section 3 Business concern status. I also understand that failure to fully and accurately complete this form may result in debarment or other administrative remedies available to HUD, and criminal or civil penalties under federal, state, and local laws.

Signature

Date

SECTION 3 RESIDENT SELF-CERTIFICATION FORM

The purpose of this form is to identify persons who may be eligible to self-certify as a Section 3 Resident under the HUD Act of 1968 certification requirements. Section 3 contributes to the establishment of stronger, more sustainable communities by ensuring that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed towards low- and very low-income persons, particularly those who receive government assistance for housing.

Name _____

Street Address (cannot be a P.O. Box number) _____

City, State, Zip _____

Phone: _____ Email: _____

I certify that, on this date, I am a legal resident of the United States and meet the income eligibility and federal guidelines for a Section 3 Resident within Hamilton County, Indiana. Furthermore, I qualify as a Section 3 Resident in accordance with at least one of the following standards:

- ☐ Reside in public housing at (name of housing development) _____; or
- ☐ Participate in the Housing Choice Voucher Program, Section 8-assisted housing, managed by the Noblesville Housing Authority (NHA); or
- ☐ Participate in the Youth Build program; or
- ☐ Income from the prior calendar year is below the HUD's income limit as shown in the chart below. The total annual income for the household was \$_____ and there are a total of _____ family members residing in the household.

2021 HUD Income Guidelines	30% AMI	50% AMI	80% AMI
1 Person	\$17,150	\$28,600	\$45,750

I hereby certify to the U.S. Department of Housing and Urban Development (HUD), Noblesville Housing Authority, and to Hamilton County, Indiana that to the best of my knowledge all of the information on this form is true and correct. I attest under penalty of perjury that my total household income and household size is as shown above, and that proof of this information may be requested in the future. If found to be inaccurate, I understand that I may be disqualified as an applicant and/or a certified Section 3 individual which may be grounds for termination of training, employment, or contracts that resulted from this certification. I also understand that failure to fully and accurately complete this form may result in other administrative remedies available to HUD. Finally, I authorize the Noblesville Housing Authority and Hamilton County, Indiana to include my name on a list of Section 3 Residents seeking employment and to include my contact information so that contractors may contact me for employment.

Signature

Date

Individuals may post their resume at <https://hudapps.hud.gov/OpportunityPortal/index.action>




Section 3

Job Training, Employment, & Contracting Opportunities

www.hud.gov/section3

WHAT IS SECTION 3?

Section 3 is a provision of the Housing and Urban Development Act to ensure that **jobs, training, and contracting** generated by HUD funding shall, to the greatest extent feasible, be **directed towards:**

- low- and very low-income people
- recipients of government assistance for housing
- businesses that provide economic opportunities to low- and very low-income people

Section 3 helps foster local economic development, neighborhood improvement, and individual self-sufficiency.

DOES SECTION 3 APPLY TO YOU?

If you are a recipient of government assistance for housing or if your household income falls below HUD's income limits, you may qualify as a **Section 3 worker, targeted Section 3 worker, or Section 3 business concern.**

OPPORTUNITY PORTAL

<https://hudapps.hud.gov/OpportunityPortal/>

Section 3 workers may use the Opportunity Portal to search for jobs AND post their profile/employment history for companies to search.

Employers may use the Opportunity Portal for posting job/contract opportunities or search for Section 3 workers to fill positions.

 section3@hud.gov

 [@HUDMidwest](https://twitter.com/HUDMidwest)





Opportunity Portal Tutorial



https://www.youtube.com/watch?v=a_T_sPQQQ4

SECTION A-3
CONTRACTOR'S BID

FOR ADA IMPROVEMENTS PROJECTS

Project Name: FISHERS ADA IMPROVEMENTS - 2023

To: Board of Public Works
City of Fishers, Indiana

Pursuant to notices given, the undersigned proposes to furnish all material and labor necessary to complete the removal and replacement of Sidewalk ADA ramps and adjacent sidewalk for ADA improvements contemplated by the above named Project in accordance with the Contract Documents and Drawings prepared by the Fishers Department of Engineering, dated the 21ST day of February, 2023, and now on file in the office of the City of Fishers Department of Engineering, 11565 Brooks School Road, Fishers, Indiana 46037 for the following amounts:

ITEMIZED BID

BASE BID

PROJECT NAME: FISHERS ADA IMPROVEMENTS - 2023

DESCRIPTION: Removal and replacement of sidewalk ADA ramps and adjacent sidewalk for ADA improvements

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT COST	ITEM COST
1	Sidewalk, Concrete	SYS	600	58.00	34,800.00
2	Curb Ramp, Concrete	SYS	210	230.00	48,300.00
3	Curb and Gutter, Roll Curb	LFT	720	33.00	23,760.00
4	Curb and Gutter, Concrete	LFT	360	35.00	12,600.00
5	Detectable Warning	SYS	86	425.00	36,550.00
6	Mulched Seeding	SYS	575	3.00	1,725.00
7	Sidewalk, Concrete, Remove	SYS	600	22.00	13,200.00
8	Curb and Gutter, Remove	LFT	1180	21.00	24,780.00
9	Mobilization and Demobilization	LS	1	8,000.00	8,000.00
10	Construction Engineering	LS	1	1,000.00	1,000.00
11	Maintenance of Traffic	LS	1	3,000.00	3,000.00
	PROJECT TOTAL				
	ramps		60	Avg	

TOTAL BID \$207,715.00

COMPLETION TIME, NUMBER OF CALENDAR DAYS 60 Days

CONTRACTOR (BIDDER):

CC&T Construction Co., Inc

ADDRESS:

5051 Prospect Street, Indianapolis, IN 46203

BY:

Tony Page

TITLE:

President

SIGNED:



DATE:

03/13/2023

ADDENDA

Instructions to Bidders:

1. The Bidder acknowledges receipt of the following addenda:

<u>ADDENDUM NUMBER</u>	<u>DATE</u>
1	03/08/2023



FISHERS ADA IMPROVEMENTS 2023 FISHERS, IN

ADDENDUM NO. 1

March 8, 2023

The attention of all prospective Bidders on the subject project is directed to the following modification to the Plans and Specifications.

ITEM NO. 1 –Wage Decision Clarification

General Decision Number IN20220006 12/23/2022 Is still the most current and in effect

ITEM NO. 2 – Addendum Acknowledgement

Addendum Acknowledgement signature page

Attachments:

09 GSPART-C3-2023-GENERAL SPECIFICATIONS-WAGE RATES – 12-23-22
Addendum Acknowledgement signature page

Jason M. Taylor, P.E.
Director of Engineering
City of Fishers, Indiana

Please acknowledge receipt of this Addendum by completing the Addendum Acknowledgement page and submitting with your completed bid.

Enclosed herewith find Bid Security being five percent (5%) of the maximum bid herein, made payable to the City of Fishers, Indiana.

The proceeds of which are to remain the absolute property of the City of Fishers, Indiana if the Bidder shall not within ten (10) days after notice of acceptance of the within bid, enter into a written contract, and secure said contract by a bond for the full amount of the contract to the approval of the proper official of the City of Fishers, Indiana.

Enclosed herewith find a statement of the Bidder's experience, the equipment available for the performance of such work, and financial statement on forms prescribed by the Indiana State Board of Accounts, (Form 96 (Revised 2013)), not older than ninety (90) days.

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

Enclosed herewith find a properly executed Bidder's Equal Employment Opportunity Certification.

Enclosed herewith find a properly executed Contractors Non-Collusion Affidavit.

Enclosed herewith find a properly executed Certification of Non-Segregated Facilities.

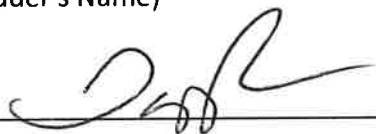
Enclosed herewith find a properly executed Certification of Anti-Lobbying.

Enclosed herewith find a properly executed Certification Regarding Drug-Free Workplace.

IN TESTIMONY WHEREOF, the Bidder certifies to the accuracy and truthfulness of the above statements, oaths, and certifications, this 13 day of March, 2023.

CC&T Construction Co., INC
(Bidder's Name)

By Tony Page



Title President

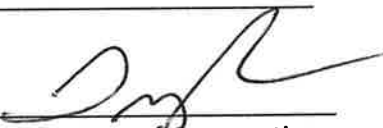
5051 Prospect Street, Indianapolis, IN 46203
(Official Address)

By Tony Page

Title President

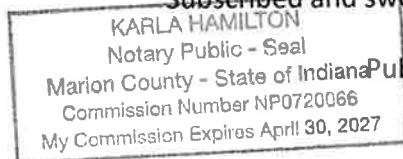
(Seal)

ATTEST


Secretary of Corporation

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Subscribed and sworn to before me this 13 day of March, 2023.



Public Notary

(Signature)



(Print)

Karla Hamilton

Commission expires: 04/30/2027 County of Residence: Marion

**CONTRACTOR'S
NON-COLLUSION AFFIDAVIT**

The Bidder, by its officers and CC&T Construction Co., Inc agents or representatives present at the time of filing this bid, being duly sworn, on their oaths, say that neither they nor any of them have in any way, directly in indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of the State of Indiana whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not, directly, or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person, in any way or manner, any of the proceeds of the contract sought by this bid.

CC&T Construction Co., Inc

FIRM NAME

X Tony Page
*OWNER-PRESIDENT-PARTNER Tony Page

PARTNER-VICE PRESIDENT AND/OR
SEC. TREAS.

PARTNER

Subscribed and sworn to before me this 13 day of March, 2023.

KARLA HAMILTON
Notary Public - Seal
Marion County - State of Indiana
Commission Number NP0720066
My Commission Expires April 30, 2027

Public Notary (Signature) Karla Hamilton

(Print) Karla Hamilton

Commission expires: 04/30/2027 County of Residence: Marion

*This form must be signed by the same person(s) who sign(s) the bid.

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

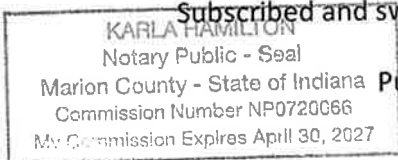
Tony Page, being first duly shown, deposes and says that:

- (1) He is the President
of CC&T Construction Co., Inc hereinafter referred to as the "Subcontractor";
- (2) He is fully informed respecting the preparation and contents of the subcontractor's Proposal submitted by the sub- contractor to City of Fishers, the Contractor for certain work in connection with the Fishers ADA Improvements 2023 Contract pertaining to the Project in Fishers, Indiana;
- (3) Such subcontractor's Proposal is genuine and is not a collusive or sham proposal;
- (4) Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract or to refrain from submitting a Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the _____ or any person interest in the proposed Contract; and
- (5) The price or prices quoted in the subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owner, employees, or parties in interest, including this affiant.

(Signature) _____

Tony Page, President

Subscribed and sworn to before me this 13 day of March, 2023.



Public Notary

(Signature) _____

(Print) Karla Hamilton

Commission expires: 04/30/2027 County of Residence: Marion

CERTIFICATION OF NONSEGREGATED FACILITIES

The bidder certifies that he does not maintain nor 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 at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certificate will be in 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 areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that he will obtain identical certification from proposed subcontractors prior to the award of subcontracts.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. Section 1001.

Date March 13, 2023

CC&T Construction Co., Inc

Name of Contractor

Official Address (Including ZIP)

By Tony Page

Tony Page

5051 Prospect Street

President

Title

Indianapolis, IN 46203

Subscribed and sworn to before me this 13 day of March, 2023.

KARLA HAMILTON
Notary Public - Seal

Marion County - State of Indiana
Commission Number NP0720066
My Commission Expires April 30, 2027

Public Notary

(Signature)

(Print)

Commission expires: 04/30/2027 County of Residence: Marion

No Subcontractors

**SUBCONTRACTOR'S
CERTIFICATION OF NONSEGREGATED FACILITIES**

The subcontractor certifies that he does not maintain nor 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 subcontractor 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 at any location under his control where segregated facilities are maintained. The subcontractor agrees that a breach of this certificate will be in violation of the Equal Opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term "Segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The subcontractor agrees that he will obtain identical certification from proposed lower tier subcontractors prior to the award of sub- contracts.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. Section 1001.

Date _____, 2023

Official Address (Including ZIP)

Name of Subcontractor

By _____

Title

Subscribed and sworn to before me this _____ day of _____, 2023.

Public Notary

(Signature) _____

(Print) _____

Commission expires: _____ County of Residence: _____

**CONTRACTORS CERTIFICATION OF
ANTI-LOBBYING**

The contractor certifies that to the best of his knowledge and belief, that -

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form LLL, "Disclosure From to Report Lobbying," in accordance with its instructions.
3. The contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

Date March 13, 2023

CC&T Construction Co., Inc
Name of Contractor

Official Address (Including ZIP)

By 
Tony Page

5051 Prospect Street

President

Indianapolis, IN 46203

Title

Subscribed and sworn to before me this 13 day of March, 2023.

Public Notary

(Signature)



(Print)

Kara Hamilton

Commission expires: 04/30/2027 County of Residence: Marion

**CONTRACTOR'S CERTIFICATION REGARDING
DRUG-FREE WORKPLACE**

The Contractor certifies that it will provide a drug-free workplace by:

1. Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace;
 - (b) The Contractor's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Giving each employee to be engaged in the performance of work on this contract a copy of the above required statement;
4. Notifying the employee in the required Statement that, as a condition of employment on this Contract, the employee will-
 - (a) Abide by the terms of the Statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar day after such conviction;
5. Notifying the Contracting Officer in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every Contracting Officer or other designee on whose Contract activity the convicted employee was working. Notice shall include the identification number(s) of the Contract or funding Grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 6 above.

Date March 13, 2023

CC&T Construction Co., Inc

Name of Contractor

Official Address (Including ZIP)

By Tony Page

Tony Page

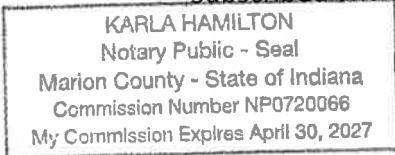
5051 Prospect Street

President

Title

Indianapolis, IN 46203

Subscribed and sworn to before me this 13 day of March, 2023.



Public Notary

(Signature)

Karla Hamilton

(Print)

Karla Hamilton

Commission expires: 04/30/2027 County of Residence: Marion

CONTRACTOR'S E-VERIFY AFFADAVIT

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into the Agreement with the City of Fishers is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify Program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify Program if the E-Verify Program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ and unauthorized alien. The undersigned further affirms that, prior to entering into its Agreement with the City of Fishers, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify Program.

(Contractor): CC&T Construction Co., Inc

By (Written Signature) [Signature]

(Printed Name): Tony Page

(Title): President

Important – Notary Signature and Seal Required in the Space Below

STATE OF Indiana

SS: Indiana

COUNTY OF Marion

Subscribed and sworn to before me this 13 day of March, 2023

My commission expires: 04/30/2027 (Signed): [Signature]

Residing in Marion County, State Indiana

KARLA HAMILTON
Notary Public - Seal
Marion County - State of Indiana
Commission Number NP0720066
My Commission Expires April 30, 2027

CONTRACTORS BID FOR PUBLIC WORK – FORM 96

PART I

(To be completed for all bids. Please type or print)

Date: March 13, 20231. Governmental Unit (Owner): Department of Engineering/City of Fishers, Indiana2. County: Hamilton3. Bidder (Firm): CC&T Construction Co., IncAddress: 5051 Prospect StreetCity/State: Indianapolis, IN 462034. Telephone Number: 317-356-6385 AND/OR 317-590-8035

5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Fishers ADA Improvements 2023

(Governmental Unit) in accordance with plans and specifications prepared by _____

Department of Engineering/City of Fishers, and dated March 13, 2023 for the sum of

Two hundred seven thousand seven hundred Fifteen & 00/100 \$ 207,715.00

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS
(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this 13 day of March, 2023, subject to the following conditions: _____

Contracting Authority Members:

PART II

(For projects of \$100,000 or more – IC 36-1-12-4)

Governmental Unit: Fishers ADA Improvements 2023
Bidder (Firm) CC&T Construction Co., Inc
Date: March 13, 2023

These statements to be submitted under oath by each bidder with and as a part of his bid.
Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	When Completed	Name and Address of Owner
354,019	Curb & Walk	05/2022	City of Monon
211,437	Curb & Walk	04/2022	City of Noblesville
166,632	Curb & Walk	12/2022	City of Greenwood
17,064	Curb & Walk	06/2022	Merritt Contracting

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
1,460,328	Curb & Walk	09/01/2023	Milestone Contractors L.P
879,840	Curb & Walk	04/28/2023	City of Noblesville
158,314	Curb & Walk	12/15/2023	City of Carmel

3. Have you ever failed to complete any work awarded to you? No If so, where and why?

4. List referenced from private firms for which you have performed work.

Milestone Contractors-Greg Nolting-317-788-6885

Grady Brothers- Tom Grady-317-244-3343

E&B Paving-April Ryan-317-773-4132

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. (Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)
Obtained plans and specifications, visted job site locations
2. Please list the names and addresses of all subcontractors (i.e. persons or firms outside your own firm who have performed part of the work) that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.
No Subcontractors
3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.
Not subletting
4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.
Please find attached Equipment list
5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body

awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON-COLLUSION AFFADAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at CC&T Construction Co., Inc this 13 day of March, 2023

CC&T Construction Co., Inc

(Name of Organization)

By Tony Page

President

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)

COUNTY OF Marion)

Before me, a Notary Public, personally appeared the above-named Tony Page and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 13 day of March, 2023.

Karla Hamilton
Karla Hamilton Notary Public

My Commission Expires: 04/30/2027

County of Residence: _____

DESCRIPTION	MODEL	ID/SERIAL #	VALUE	CHANGE TO	UNIT # & A"	
CATERPILLER BACKHOE 18" BUCKET	420E	H450498	\$40,000.00	\$30,000.00	900	verified ins 2/21/23
SAITH-AIR COMPRESSOR	200	Z005344	\$5,000.00	OK		verified ins 2/21/23
POWER CUMBER	7576	57C01-07-0431936	\$120,000.00	\$100,000.00		verified ins 2/21/23
WACKER COMPACTOR		6661847	\$1,400.00	OK		verified ins 2/21/23
CATERPILLER BACKHOE 18" BUCKET	420/18168	UV60500075	\$1,500.00	OK		verified ins 2/21/23
CATERPILLER BACKHOE 18" BUCKET	420F	DE811002111	\$1,500.00	OK		verified ins 2/21/23
CATERPILLER EXTENDABLE 12" BUCKET	21058A	CAT04D0PSX802566	\$57,000.00	\$51,300.00	905	verified ins 2/21/23
IZOHL		11296	\$5,000.00	OK		verified ins 2/21/23
5 & 7.5 SCREED SYSTEM, HYDRAULIC WRENCH & SHIP HONDA MOTOR			\$8,786.00	\$8,000.00		verified ins 2/21/23
NISSAN FORKLIFT		30U12W330	\$5,500.00	OK		verified ins 2/21/23
BACKHOE	420E	CA100408CPMA01083	\$30,000.00	\$40,000.00	903	verified ins 2/21/23
SOLOR TECH FLASHING ARROWBOARD		528158	\$3,800.00	OK	AB01	verified ins 2/21/23
SOLOR TECH FLASHING ARROWBOARD		528213	\$3,800.00	OK	AB02	verified ins 2/21/23
SOLOR TECH FLASHING ARROWBOARD			\$3,800.00	OK	AB03	verified ins 2/21/23
BOBCAT SKID STEER	420	ALU112690	\$40,000.00	OK		verified ins 2/21/23
CAT 420 BACKHOE W/BUCKET SERIAL#2074918		DUL3235	\$56,000.00	OK	904	ins. changed from 2016 to 2012 2/16/2022 verified ins 2/21/23
CONCRETE WALK BEHIND SAW		901347927001	\$22,000.00	\$15,000.00		verified ins 2/21/23
ARROW DROP HAMMER		5511	\$5,000.00	OK		verified ins 2/21/23
HONDA GENERATOR	1000E	FAA1-1775664	\$2,300.00	\$1,000.00		verified ins 2/21/23
HONDA GENERATOR	3000	FOA1-910388HF	\$3,100.00	ADD		verified ins 2/21/23
SOLLAIR 185 AIR COMPRESSOR	185	NO4-910388HF	\$4,750.00	1/22/2019		verified ins 2/21/23
SKID LOADER ATTACHMENT	NONE		\$4,329.00			verified ins 2/21/23
E-Z DRILL that Tony bought in Years 2/2020	2108 SBA	AG5960	\$14,342.00	5/18/2020		verified ins 2/21/23
UTL SKID LOADER HYDRAULIC AUGER QUICK ATTACH 12" & 18" BITS	N/A	N/A	\$1,980.00	3/4/2021		verified ins 2/21/23
ATLAS PORTABLE AIR COMPRESSOR XAS 185 JDT JOHN DEER ENGINE	N/A	N/A	\$9,300.00			verified ins 2/21/23
CECSOHC 3-36 49HP CAT DIESEL 36" GUARD 3 SPD 116" 767/767	N/A	N/A	\$80,717.00			verified ins 2/21/23

CC&T CONSTRUCTION, INC.

**Financial Statements
December 31, 2021 and 2020
With
Supplementary Information
December 31, 2021
(Reviewed)**

CC&T CONSTRUCTION, INC.

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Analysis of Contracts in Progress	17

Joseph S. La Rosa

Mary H. Riggle

Michael P. Merkel

Neal R. Stegemiller

Member Division of CPA Firms AICPA

Independent Accountants' Review Report

The Board of Directors
CC&T Construction, Inc.
Indianapolis, Indiana

We have reviewed the accompanying financial statements of CC&T Construction, Inc., which comprise the balance sheets as of December 31, 2021 and 2020, and the related statements of income, stockholders' equity and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of entity management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of CC&T Construction, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

Accountant's Conclusion

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Supplementary Information

The accompanying analysis of contracts in progress at December 31, 2021 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to the review procedures applied in our review of the basic financial statements. We are not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and do not express an opinion on such information.

LaRosa + Co., LLC

LaRosa & Co., LLC
Indianapolis, Indiana

February 4, 2022
Chamber of Commerce Building • 320 N. Meridian Street, Suite 328

Indianapolis, Indiana 46204-1722

Phone: 317 634-8777 • Fax: 317 634-8779

CC&T CONSTRUCTION, INC.

Balance Sheets December 31, 2021 and 2020

	2021	2020
ASSETS		
Current Assets:		
Cash and cash equivalents – Note 1	\$ 122,624	\$ 161,608
Contracts receivable, net of allowance including unconditional retainage – Note 2	1,199,382	641,427
Income taxes receivable	-	40,479
Contract assets, including conditional retainage – Note 3	16,090	-
Prepaid expenses	22,949	19,458
Total current assets	1,361,045	862,972
Property and Equipment, Net – Note 4	757,519	823,030
Total assets	\$ 2,118,564	\$ 1,686,002
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities:		
Current maturities of long-term debt – Note 6	\$ 37,819	\$ 54,640
Accounts payable	84,515	1,185
Accrued expenses	103,290	54,993
Amounts withheld from employees	45,890	31,644
Income taxes payable	4,459	-
Contract liabilities net of conditional retainage – Note 3	16,988	3,461
Total current liabilities	292,961	145,923
Deferred Income Taxes – Notes 1 and 10	138,800	153,000
Long-Term Debt – Notes 5 and 6	579,394	316,784
Total liabilities	1,011,155	615,707
Stockholder's Equity:		
Common stock, no par value: 1,000 shares authorized, 570 shares issued and outstanding	570	570
Additional paid-in capital	334,630	334,630
Retained earnings	772,209	735,095
Total stockholder's equity	1,107,409	1,070,295
Total liabilities and stockholder's equity	\$ 2,118,564	\$ 1,686,002

See accompanying notes and Independent Accountants' Review Report.

CC&T CONSTRUCTION, INC

Statements of Income For the Years Ended December 31, 2021 and 2020

	2021	2020
Contract Revenues	\$ 5,390,694	\$ 5,239,186
Cost of Contract Revenues	4,436,662	3,900,381
Gross Profit on Contracts	954,032	1,338,805
General and Administrative Expenses	920,989	1,234,620
Income from Operations	33,043	104,185
Other Operating Income (Expense):		
Proceeds from lawsuit settlement – Note 12	-	17,207
Paycheck Protection Loan Forgiveness – Note 13	342,000	-
Gain on disposal of fixed assets	38,627	8,897
Interest expense	(8,704)	(22,204)
	371,923	3,900
Net Income Before Provision for Income Tax Expense	404,966	108,085
Provision for Income Tax Expense – Note 10	25,852	43,314
Net Income	\$ 379,114	\$ 64,771

See accompanying notes and Independent Accountants' Review Report.

CC&T CONSTRUCTION, INC

Statements of Stockholders' Equity For the Years Ended December 31, 2021 and 2020

	<u>Common Stock</u>	<u>Paid-in Capital</u>	<u>Retained Earnings</u>	<u>Stockholders' Equity</u>
Balances at December 31, 2019	\$ 570	\$ 334,630	\$ 670,324	\$ 1,005,524
Net Income	<u>-</u>	<u>-</u>	<u>64,771</u>	<u>64,771</u>
Balances at December 31, 2020	570	334,630	735,095	1,070,295
Dividends Paid	-	-	(342,000)	(342,000)
Net Income	<u>-</u>	<u>-</u>	<u>379,114</u>	<u>379,114</u>
Balances at December 31, 2021	<u>\$ 570</u>	<u>\$ 334,630</u>	<u>\$ 772,209</u>	<u>\$ 1,107,409</u>

See accompanying notes and Independent Accountants' Review Report.

CC&T CONSTRUCTION, INC.

**Statements of Cash Flows
For the Years Ended December 31, 2021 and 2020**

	<u>2021</u>	<u>2020</u>
Cash Flows From Operating Activities:		
Net income	\$ 379,114	\$ 64,771
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	154,418	152,035
Provision for deferred income taxes	(14,200)	8,000
Gain on disposal of fixed assets	(38,627)	(8,897)
Changes in assets and liabilities:		
Accounts receivable	(557,956)	749,102
Contract assets	(16,090)	29,187
Prepaid expenses	(3,491)	1,226
Income taxes receivable	40,479	(40,479)
Accounts payable	83,330	(95,155)
Contract liabilities	13,527	(10,182)
Accrued expenses	48,297	(17,772)
Income taxes payable	4,459	(31,137)
Amounts withheld from employees	14,246	7,634
Net cash provided by operating activities	<u>107,506</u>	<u>808,333</u>
Cash Flows From Investing Activities:		
Proceeds from sale of property and equipment	53,444	8,998
Purchase of property and equipment	<u>(103,723)</u>	<u>(168,466)</u>
Net cash used for investing activities	<u>(50,279)</u>	<u>(159,468)</u>
Cash Flows From Financing Activities:		
Proceeds from long-term debt	300,000	475,000
Payments on long-term debt	(54,211)	(1,038,389)
Dividends paid	<u>(342,000)</u>	<u>-</u>
Net cash used for financing activities	<u>(96,211)</u>	<u>(563,389)</u>
Net Increase (Decrease) in Cash and Cash Equivalents	(38,984)	85,476
Cash and Cash Equivalents, Beginning of Year	<u>161,608</u>	<u>76,132</u>
Cash and Cash Equivalents, End of Year	<u>\$ 122,624</u>	<u>\$ 161,608</u>
Supplemental Disclosure of Cash Flow Information:		
Cash payments for:		
Interest paid	\$ 8,704	\$ 22,204
Income taxes	-	75,800

See accompanying notes and Independent Accountants' Review Report.

CC&T CONSTRUCTION, INC.
Notes to Financial Statements

NOTE 1--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

Organization and Operations:

CC&T Construction, Inc. (the Company) is a specialty contractor involved with concrete installation and repair. The Company performs these activities for industrial, commercial and public sector customers located in central Indiana. The work is performed primarily under fixed-price contracts that vary in length but are normally completed within one year.

The significant accounting policies followed by the Company in the preparation of its financial statements are as follows:

Use of Estimates:

The preparation of financial statements in conformity with generally accepted accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. Management periodically evaluates estimates used in the preparation of the financial statements for continued reasonableness. Appropriate adjustments, if any, to the estimates used are made prospectively based upon such periodic evaluation. It is reasonably possible that changes may occur in the near term that would affect management's estimates with respect to the collectability of contract receivables, depreciation of property and equipment, accrual of property taxes, and the gross profit recognized on uncompleted construction contracts.

Revisions in estimated revenue from contracts are made in the year in which circumstances requiring the revision become probable.

Balance Sheet Classifications:

The Company includes in current assets and liabilities the following amounts that are in connection with construction contracts that may extend beyond one year: contract assets and contract liabilities (including retainage invoice to customers contingent upon anything other than the passage of time), capitalized costs to fulfill contracts retainage payable to sub-contractors and accrued losses on uncompleted contracts. A one-year time period is used to classify all other current assets and liabilities when not otherwise prescribed by the applicable accounting principles.

Cash and Cash Equivalents:

For purposes of reporting cash flows, the Company considers all highly liquid investments purchased with a maturity of three months or less at acquisition as cash and cash equivalents in the accompanying balance sheet. This includes cash on hand, amounts due from banks, and money market funds. At various times of the year, cash balances held at financial institutions were in excess of federally insured limits. However, the Company did not have any balances in excess of the federally insured limits at December 31, 2021. The Company has not experienced any losses in such accounts.

See Independent Accountants' Review Report.

CC&T CONSTRUCTION, INC.
Notes to Financial Statements

NOTE 1--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.):

Contracts Receivable:

Contract receivables are recorded when invoices are issued and are presented in the balance sheet, net of the allowance for doubtful accounts. Contract receivables past due more than 120 days are considered delinquent. When payment of retainage is contingent based upon the Company fulfilling its obligations under the contract, it does not meet the criteria to be included in contracts receivable and remains in the contract's respective contract asset or contract liability, determined on a contract-by-contract basis. Retainage for which the Company has an unconditional right to payment that is only subject to the passage of time are included in contracts receivable. Contract receivables are written off when they are determined to be uncollectible. The allowance for doubtful accounts is estimated based on the Company's historical losses, the existing economic conditions in the construction industry, and the financial stability of its customers. The Company's contract receivables serve as collateral for the Company's notes payable described in Notes 5 and 6. The carrying value of the Company's contract receivables approximates their fair value.

Revenue and Cost Recognition:

For contracts that are within the scope of FASB ASC 606, the Company performs the following five steps: (1) identify the contract(s) with a customer; (2) identify the performance obligations in the contract; (3) determine the transaction price; (4) allocate the transaction price to the performance obligations in the contract; and (5) recognize revenue when (or as) the entity satisfies a performance obligation.

The Company evaluates whether two or more contracts should be combined and accounted for as one single performance obligation and whether a single contract should be accounted for as more than one performance obligation. ASC 606 defines a performance obligation as a contractual promise to transfer a distinct good or service to a customer. A contract's transaction price is allocated to each distinct performance obligation and recognized as revenue when, or as, the performance obligation is satisfied. The Company's evaluation requires significant judgment and the decision to combine a group of contracts or separate a contract into multiple performance obligations could change the amount of revenue and profit recorded in a given period. The majority of the Company's contracts have a single performance obligation, as the promise to transfer the individual goods or services is not separately identifiable from other promises in the contract and, therefore, is not distinct.

Revenue related to contracts with customers is recognized over time as work is completed because of the continuous transfer of control to the customer (typically using an input measure such as costs incurred to date relative to total estimated costs at completion to measure progress). Costs that do not depict progress toward satisfaction of the performance obligation are included in contract costs with revenue recognized to the extent of such costs without any profit and include items such as uninstalled materials and re-work.

Revenue on contracts with customers is measured based on consideration specified in a contract with a customer, and excludes any amounts collected on behalf of third parties. Taxes assessed by a governmental authority that are both imposed on and concurrent with a specific revenue-producing transaction, that are collected by the Company from a customer, are excluded from revenue.

See Independent Accountants' Review Report.

CC&T CONSTRUCTION, INC.
Notes to Financial Statements

NOTE 1--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.):

Contract revenues are primarily derived from fixed-price construction contracts. The Company has determined that generally these fixed-price construction projects provide a distinct service and, therefore, qualify as one performance obligation as the promise to transfer the individual goods or services is not separately identifiable from other promises in the contracts and, therefore, not distinct. Revenue is recognized over time, because of the continuous transfer of control to the customer as work is performed at the customer's site and, therefore, the customer controls the asset as it is being constructed. The cost-to-cost measure of progress best depicts the transfer of control of assets to the customer, which occurs as costs are incurred.

Cost of revenue includes all direct material, labor, subcontract and other direct costs related to contract performance and those indirect construction costs, such as indirect labor, supplies, tools, repairs and depreciation. Subcontractor materials and labor and equipment are included in revenue and cost of revenue when management believes that the Company is acting as a principal rather than as an agent (i.e., the Company integrates the materials, labor and equipment into the deliverables promised to the customer). Changes to total estimated contract cost or losses, if any, are recognized in the period in which they are determined as assessed at the contract level. Pre-contract costs are expensed as incurred unless they are expected to be recovered from the client. Project mobilization costs are generally charged to project costs as incurred when they are an integrated part of the performance obligation being transferred to the client. Customer payments on construction contracts are typically due within 30 days of billing. General and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined.

The Company's contracts may include retention provisions to provide assurance to customers that the Company will perform in accordance with the contract terms. The retention provisions are not considered a significant financing component. The balances billed but not paid by customers pursuant to these provisions generally become due upon completion and acceptance of the project by the customer. The Company has determined that there are no significant financing components included in construction contracts as of December 31, 2021.

Contract Assets and Liabilities:

Contract assets represent revenue recognized in excess of amounts billed and include unbilled receivables (typically for cost reimbursable contracts) and contract work in progress (typically for fixed-price contracts). Unbilled receivables, which represent an unconditional right to payment subject only to the passage of time, are classified to contracts receivable when they are billed under the terms of the contract. Advances that are payments on account of contract assets have been deducted from contract assets. Contract liabilities represent amounts billed to clients in excess of revenue recognized to date. Retainage for which the Company has an unconditional right to payment that is only subject to the passage of time are classified as contracts receivable. Retainage subject to conditions other than the passage of time do not meet the definition of a receivable and are therefore included in contract assets and contract liabilities, as determined on a contract-by-contract basis. The Company anticipates that substantially all incurred cost associated with contract assets as of December 31, 2021 will be billed and collected within one year.

See Independent Accountants' Review Report.

CC&T CONSTRUCTION, INC.
Notes to Financial Statements

NOTE 1--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.):

Property and Equipment:

Property and equipment is stated at cost less accumulated depreciation and amortization. Depreciation and amortization is computed using the straight-line method over the estimated useful lives of the assets. The estimated useful service lives for the principal depreciable asset classifications are forty years for the building and five or seven years for construction equipment, transportation equipment, and office furniture and equipment. Additions, renewals, and betterments that significantly extend the life of the asset are capitalized. Expenditures for repairs and maintenance are charged to expense as incurred. Equipment is depreciated using the modified accelerated cost recovery system for tax purposes.

For assets sold or otherwise disposed of, the cost and related accumulated depreciation and amortization are removed from the accounts, and any related gain or loss is reflected in income for the period.

Income Taxes:

The Company accounts for income taxes in accordance with FASB ASC 740, Income Taxes. Income taxes are provided for the tax effects of transactions reported in the financial statements and consist of taxes currently due plus deferred taxes. Deferred income taxes arise from temporary differences between the tax basis of assets and liabilities and their reported amounts in the financial statements. These temporary differences relate to the methods used for depreciation of property and equipment, recognition of certain accrued expenses, the allowance for doubtful accounts and net operating loss carryforwards, net of valuation allowances determined as necessary by management. Enacted changes in tax rates and laws are recognized in the period in which they occur. Deferred income tax expense results from the change in the net deferred tax asset or liability between periods. The deferred tax asset is reduced by a valuation allowance if, based on the weight of evidence available, it is more likely than not some portion or all of a deferred tax asset will not be realized.

Tax positions are recognized if it is more likely than not, based on the technical merits, the tax position will be realized or sustained upon examination. The term "more likely than not" means a likelihood of more than 50%; the terms examined and upon examination also include resolution of the related appeals or litigation processes, if any. A tax position that meets the more-likely-than-not recognition threshold is initially and subsequently measured as the largest amount of tax benefit that has a greater than 50% likelihood of being realized upon settlement with a taxing authority that has full knowledge of all relevant information. The determination of whether or not a tax position has met the more-likely-than-not recognition threshold considers the facts, circumstances, and information available at the reporting date and is subject to management's judgment. As of December 31, 2021, there were no uncertain tax positions.

The Company recognizes interest and penalties on income taxes as a component of income tax expense.

Advertising Costs:

The Company expenses advertising costs as incurred. Advertising expense for 2021 and 2020 was \$4,724 and \$2,931, respectively.

See Independent Accountants' Review Report.

CC&T CONSTRUCTION, INC.
Notes to Financial Statements

NOTE 1--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.):

Date of Management's Review:

Management has evaluated subsequent events through February 4, 2022, which is the date the financial statements were available to be issued.

NOTE 2--CONTRACTS RECEIVABLE:

Contracts receivable include the following:

	December 31	
	2021	2020
Completed contracts	\$ 269,878	\$ 372,561
Contracts in progress	823,627	229,223
	1,093,505	601,784
Retainage receivable	117,877	45,843
	1,211,382	647,627
Less allowance for doubtful accounts	(12,000)	(6,200)
	<u>\$ 1,199,382</u>	<u>\$ 641,427</u>

Bad debt expense was \$5,800 in 2021. There was no bad debt expense 2020.

NOTE 3--REVENUE RECOGNITION:

The Company recognizes revenue based upon ASC Topic 606, "Revenue from Contracts with Customers."

Remaining Unsatisfied Performance Obligations

The Company's remaining unsatisfied performance obligations (RUPO) as of December 31, 2021, represent a measure of the total dollar value of work to be performed on contracts awarded and in progress, which is expected to be satisfied within the next year.

Although RUPO reflects business that is considered to be firm, cancellations, deferrals or scope adjustments may occur. RUPO is adjusted to reflect any known project cancellations, revisions to project scope and cost, and project deferrals, as appropriate.

See Independent Accountants' Review Report.

Notes to Financial Statements

NOTE 3--REVENUE RECOGNITION (cont.):

Information relative to contracts in progress, earnings thereon and related billings are summarized below:

	December 31	
	2021	2020
Costs incurred on uncompleted contracts	\$ 1,412,378	\$ 700,029
Estimated gross profit	775,414	311,523
Contract revenue earned on uncompleted contracts	2,187,792	1,011,552
Billings to date (including conditional retainage)	(2,188,690)	(1,015,013)
	<u>\$ (898)</u>	<u>\$ (3,461)</u>
Included in the accompanying balance sheets under the following caption:		
Contract assets	\$ 16,090	\$ -
Contract liabilities	(16,988)	(3,461)
	<u>\$ (898)</u>	<u>\$ (3,461)</u>

NOTE 4--PROPERTY AND EQUIPMENT:

Property and equipment include the following:

	December 31	
	2021	2020
Land and building	\$ 244,994	\$ 244,994
Construction equipment	728,210	848,883
Transportation equipment	1,230,554	1,171,547
Office furniture and equipment	5,337	4,365
	<u>2,209,095</u>	<u>2,269,789</u>
Accumulated depreciation and amortization	(1,451,576)	(1,446,759)
	<u>\$ 757,519</u>	<u>\$ 823,030</u>

Depreciation expense in 2021 and 2020 was \$154,418 and \$152,035, respectively.

NOTE 5--NOTES PAYABLE TO BANK:

On August 25, 2015, the Company entered into a business loan agreement with the bank, evidenced by two notes bearing the same date, which provided for (1) a \$600,000 working capital line of credit to be used to refinance its existing working capital line of credit and for other short-term needs and (2) a \$492,053 term loan to be used to refinance the existing term loan. Borrowings under the line of credit bear interest at the variable one-month LIBOR rate plus 3.25% (3.400% at August 25, 2015). The term loan is a five-year loan with monthly payments of principal and interest of \$3,939. This note bears interest at 5.00% and was to mature on August 15, 2020. Borrowings under the agreement are cross collateralized by all chattel paper, accounts, real estate and equipment of the Company owned or hereafter acquired. The agreement was personally guaranteed by the Company's stockholder.

On July 23, 2020, the Company entered into a business loan agreement with the bank, evidenced by two notes bearing the same date, which provided for renewal of the working capital line of credit as discussed in the preceding paragraph and a \$367,925 term loan to be used to refinance the existing term loan.

See Independent Accountants' Review Report.

CC&T CONSTRUCTION, INC.
Notes to Financial Statements

NOTE 5--NOTES PAYABLE TO BANK (cont.):

Borrowings under the line of credit bear interest at the variable one-month LIBOR rate plus 3.25% (3.400% at July 23, 2020). The term loan is a five-year loan with monthly payments of principal and interest of \$3,939. This note bears interest at 3.25% and matures on August 15, 2025. Borrowings under the agreement are cross collateralized by all chattel paper, accounts, real estate and equipment of the Company owned or hereafter acquired. The agreement was personally guaranteed by the Company's stockholder.

On July 2, 2021, the Company renewed the working capital line of credit under a new agreement which matures on June 23, 2023. The working capital line of credit provides for an \$800,000 line of credit. The unused line of credit at December 31, 2021 was \$500,000. The agreement continues with the same collateral and personal guarantees.

NOTE 6--LONG-TERM DEBT:

Long-term debt includes the following:

	December 31	
	2021	2020
Note payable to bank; payable in monthly installments of \$3,939, including interest at 3.25% per annum, due August 15, 2025; secured by accounts, real estate and personal guarantee of stockholder (see Note 5)	\$ 317,213	\$ 353,378
Note payable to bank; interest payable monthly at 3.55% per annum, due June 30, 2023, secured by accounts and personal guarantee of stockholder (See Note 5)	300,000	-
Installment equipment note; interest payable at 6.5% in varying monthly amounts through December 2021; secured by related equipment and personal guarantee of stockholder	-	18,046
	617,213	371,424
	(37,819)	(54,640)
Deduct: Current portion of long-term debt	\$ 579,394	\$ 316,784

Aggregate maturities on long-term debt as of December 31, 2021 are as follows:

Year Ending December 31	
2022	\$ 37,819
2023	338,641
2024	39,912
2025	200,841
	\$ 617,213

The carrying value of the long-term debt as of December 31, 2021 approximates its fair market value.

See Independent Accountants' Review Report.

CC&T CONSTRUCTION, INC.
Notes to Financial Statements

NOTE 7--OPERATING LEASE AGREEMENTS:

The Company rents equipment under month-to-month operating leases, which are cancelable. Rent expense paid for operating leases was \$16,526 and \$13,199 for 2021 and 2020, respectively. Implementation of Accounting Standards Update 2016-02, *Leases*, which is effective January 1, 2022, will not have a material effect on the Company.

NOTE 8--RETIREMENT PLAN:

In February 2017, the Company adopted a SIMPLE IRA retirement plan that covers eligible non-union employees. Contributions to the plan are made based upon the provisions of the plan. The Company made contributions of \$15,803 in 2021 and \$14,932 in 2020.

NOTE 9--PENSION PLANS:

The Company contributes to a number of union-sponsored multiemployer defined benefit pension plans under the terms of collective-bargaining agreements that cover its union-represented employees. The risks of participating in these multiemployer plans differ from single-employer plans. The potential risks include, but are not limited to, the use of the Company's contributions to provide benefits to employees of other participating employers, the Company becoming obligated for other participating employers' unfunded obligations, and, upon the Company's withdrawal from a plan, the Company being required to pay the plan an amount based on the underfunded status of the plan, referred to as a withdrawal liability. The Company currently has no intention of withdrawing from the plans.

The plans in which the Company participated for the years ended December 31, 2021, and 2020 are summarized in the table below. The "EIN/Pension Plan Number" provides the Employer Identification Number (EIN) and the three-digit plan number, if applicable. The zone status included in the table is based on the certified information received from the plan for the most recent year available. Among other factors, plans in the red zone generally are less than 65 percent funded, plans in the yellow zone are between 65 percent and 80 percent funded, and plans in the green zone are at least 80 percent funded. The "FIP/RP Status Pending/Implemented" column indicates plans for which a financial improvement plan (FIP) or rehabilitation plan (RP) is either pending or has been implemented. The last column lists the expiration date of the collective-bargaining agreement. The Company did not provide more than 5 percent of the total contributions to any plan. The number of employees covered by the Company's multi-employer plans increased from 2020 to 2021 as a result of an increase in the Company's number of contracts currently in process and the change in overall economics. This increase affected the comparability of the contributions for these two years.

See Independent Accountants' Review Report.

CC&T CONSTRUCTION, INC.
Notes to Financial Statements

NOTE 9--PENSION PLANS (cont.):

Pension Fund and EIN Plan #	Pension Protection Act		FIP/RP Status Pending/Implemented	Contributions		Surcharge Imposed	Collective Bargaining Agreement Expiration Date
	<u>Zone</u>	<u>Status</u>		<u>2021</u>	<u>2020</u>		
A	Red	Red	Implemented	\$ 220,271	\$ 194,271	Yes	3/31/2022
B	Green	Green	No	41,823	42,953	No	3/31/2022
C	Red	Red	Implemented	5,989	9,141	Yes	3/31/2022
				<u>\$ 268,083</u>	<u>\$ 246,365</u>		

A = Laborers' International Union of North America National (Industrial) Pension Fund #52-6074345

B = Central Pension Fund of the International Union of Operating Engineers and Participating Employees #36-6052390

C = Central States Southeast and Southwest Areas Pension Fund #36-6044243

NOTE 10--INCOME TAXES:

The components of income tax expense are as follows:

	Years Ended December 31	
	<u>2021</u>	<u>2020</u>
Current	\$ 40,052	\$ 35,314
Deferred	(14,200)	8,000
Income tax expense	<u>\$ 25,852</u>	<u>\$ 43,314</u>

Deferred income tax asset and liability components are as follows:

	December 31	
	<u>2021</u>	<u>2020</u>
Deferred tax asset (liability), net of valuation allowance:		
Non-deductible accrued expenses	\$ 4,200	\$ 2,700
Tax depreciation in excess of book depreciation	(143,000)	(155,700)
Deferred tax asset (liability)	<u>\$ (138,800)</u>	<u>\$ (153,000)</u>

The Company accounts for and discloses income tax liabilities and expenses under authoritative guidance issued by the Financial Accounting Standards Board. The Company's income tax provision differs from the benefit or expense calculated at the statutory rate primarily as a result of non-deductible expenses, non-taxable loan forgiveness (see Note 13), and the deduction for Federal tax purposes of state income taxes. Tax years since 2018 remain subject to examination by major tax jurisdictions.

See Independent Accountants' Review Report.

CC&T CONSTRUCTION, INC.
Notes to Financial Statements

NOTE 10--INCOME TAXES (cont.):

The Company paid did not pay income taxes in 2021 and paid income taxes of \$75,800 in 2020, respectively. Due to tax laws denying the deduction of entertainment expenses and non-taxable loan forgiveness, the effective income tax rates were approximately 6% and 40% for 2021 and 2020, respectively.

NOTE 11--CONCENTRATION RISK:

As of December 31, 2021 and 2020, the following percentages of business were transacted with the following customers:

<u>Customer</u>	<u>Contract Receivables</u>		<u>Contract Revenues</u>	
	<u>2021</u>	<u>2020</u>	<u>2021</u>	<u>2020</u>
#1	77%	-	35%	8%
#2	3%	8%	12%	13%
#3	-	-	7%	-
#4	-	6%	7%	2%
#5	-	-	7%	11%
#6	-	-	5%	-
#7	2%	2%	5%	8%
Other	18%	84%	22%	58%

The Company's policy is not to require collateral on contract receivables because of special rights afforded to parties of contractual agreements.

The Company purchased approximately 67% and 59% of its materials from one vendor in 2021 and 2020, respectively. The Company purchased approximately 9% and 7% of its materials from a second vendor in 2021 and 2020, respectively. The Company purchased approximately 7% and 5% of its materials from a third vendor in 2021 and 2020, respectively.

At December 31, 2021, a substantial portion of the Company's workforce is union-represented subject to collective bargaining agreements which expire on various dates. The individual unions may limit the Company's flexibility in dealing with its workforce. Any work stoppage or instability within the workforce could delay the ability to satisfy commitments under existing contracts with customers in the manner management anticipated when developing contract estimates used in preparing these financial statements. This could cause severe negative impacts to the Company, including possible penalties for delayed contract performance, strained relationships with existing customers, impacts on the Company's ability to obtain future contracts, and cause a loss of revenues, any of which could adversely affect our operations.

NOTE 12--PROCEEDS FROM LAWSUIT SETTLEMENT:

The Company was a claimant in a class action lawsuit involving the concrete antitrust litigation with various concrete suppliers. The Company received \$17,207 from the settlement fund of this litigation during 2020. The Company anticipates that any amounts to be received in the future will not be significant.

See Independent Accountants' Review Report.

CC&T CONSTRUCTION, INC.
Notes to Financial Statements

NOTE 13--PROCEEDS FROM LOAN FORGIVENESS:

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) was signed into law. The CARES Act provided assistance to small businesses under a Paycheck Protection Program (PPP) loan designed to provide a direct incentive to maintain their workforce. Borrowers meeting certain eligibility requirements are then able to apply for loan forgiveness. In March 2021, the Company entered into a loan agreement with a bank in the aggregate amount of \$342,000, which was guaranteed by the Small Business Administration (SBA). The loan bears interest at 1% and has a maturity date of two years, with payments beginning ten months after the end of a defined covered period. No collateral or personal guarantees were required.

In August 2021, the Company applied for loan forgiveness under terms of the PPP loan. The bank and the SBA approved loan forgiveness in September 2021. The Company recognized income from the loan forgiveness in the amount of \$342,000.

See Independent Accountants' Review Report.

SUPPLEMENTARY INFORMATION

CC&T CONSTRUCTION, INC.

Analysis of Contracts in Progress at December 31, 2021

Contract Number	<u>Total Contract</u>			<u>From Inception to December 31, 2021</u>					<u>At December 31, 2021</u>		
	Revenues	Estimated Costs	Estimated Profit	Costs Incurred	Gross Profit	Revenues Earned	Billings Rendered To Date	Contract Assets	Contract Liabilities		
2102	\$ 289,411	\$ 205,219	\$ 84,192	\$ 202,900	\$ 83,242	\$ 286,142	\$ 270,052	\$ 16,090	-		
2105	63,000	55,094	7,906	30,899	4,434	35,333	46,000	-	\$ 10,667		
2108	1,864,560	1,175,911	688,649	1,172,982	686,934	1,859,916	1,864,560	-	4,644		
2113	13,000	11,369	1,631	5,597	804	6,401	8,078	-	1,667		
	\$ 2,229,971	\$ 1,447,593	\$ 782,378	\$ 1,412,378	\$ 775,414	\$ 2,187,792	\$ 2,188,690	\$ 16,090	\$ 16,988		

See Independent Accountants' Review Report.

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

CC&T Construction, Inc.
5051 Prospect Street
Indianapolis, IN 46203

SURETY:

(Name, legal status and principal place

of business) Philadelphia Indemnity Insurance Company
One Bala Plaza East, Suite 100
Bala Cynwyd, PA 19004

OWNER:

(Name, legal status and address) City of Fishers

One Municipal Drive
Fishers, IN 46038

BOND AMOUNT: ***FIVE PERCENT OF THE TOTAL AMOUNT BID*** (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Fishers ADA Improvements 2023

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8 day of March, 2023


(Witness)


(Witness)

CC&T Construction, Inc.

(Contractor as Principal)

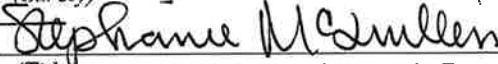
(Seal)

Pres: 
(Title) Tony Page

Philadelphia Indemnity Insurance Company

(Surety)

(Seal)


(Title) Stephanie McQuillen, Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Michael Ward, Michele James, Denise Nelson, Deborah L. Williams, Stephanie McQuillen, Julieann Johnston, and Shelley M. Kuhn of Huntington Insurance, Inc. its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



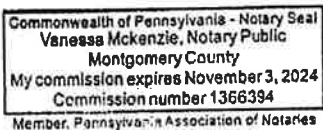
(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 8th day of March, 2023



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

PHILADELPHIA INDEMNITY INSURANCE COMPANY

Statutory Statements of Admitted Assets, Liabilities and Capital and Surplus (in thousands, except par value and share amounts)

Admitted Assets

	As of December 31,	
	2021	2020
Bonds (fair value \$8,447,694 and \$8,041,263)	\$ 8,102,442	\$ 7,601,946
Preferred stocks (fair value \$19,262 and \$16,537)	19,262	15,673
Common stocks (cost \$44,923 and \$52,609)	43,194	43,373
Mortgage loans	957,986	821,250
Real estate	29,408	29,973
Other invested assets (cost \$194,229 and \$203,028)	218,926	215,589
Receivables for securities sold	152	943
Cash, cash equivalents and short-term investments	128,587	34,279
Cash and invested assets	9,499,957	8,763,026
Premiums receivable, agents' balances and other receivables	914,676	908,602
Reinsurance recoverable on paid loss and loss adjustment expenses	45,200	38,737
Accrued investment income	74,000	74,070
Receivable from affiliates	5,171	7,586
Federal income taxes receivable	8,144	-
Net deferred tax assets	141,943	138,129
Other assets	9,953	4,997
Total admitted assets	\$ 10,699,044	\$ 9,935,147

Liabilities and Capital and Surplus

Liabilities:

Unpaid loss and loss adjustment expenses	\$ 5,436,808	\$ 5,218,304
Unearned premiums	1,658,339	1,582,116
Reinsurance payable on paid loss and loss adjustment expenses	35,820	30,398
Ceded reinsurance premiums payable	130,474	108,936
Commissions payable, contingent commissions and other similar charges	228,628	214,389
Federal income taxes payable	-	8,480
Funds held	77,317	77,256
Payable to affiliates	19,465	18,486
Provision for reinsurance	471	87
Payable for securities purchased	19,045	17,820
Accrued expenses and other liabilities	47,213	32,170
Total liabilities	7,653,580	7,308,442

Capital:

Common stock, par value of \$10 per share; 1,000,000 shares authorized, 450,000 shares issued and outstanding	4,500	4,500
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Surplus:

Gross paid-in and contributed surplus	386,071	386,071
Unassigned surplus	2,654,893	2,236,134
Total surplus	3,040,964	2,622,205
Total capital and surplus	3,045,464	2,626,705
Total liabilities and capital and surplus	\$ 10,699,044	\$ 9,935,147

The undersigned, being duly sworn, says: That she is the Executive Vice President and Chief Financial Officer of Philadelphia Indemnity Insurance Company; that said Company is a corporation duly organized in the state of Pennsylvania, and licensed and engaged in the State of Pennsylvania and has duly complied with all the requirements of the laws of the said State applicable of the said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress. And that to the best of her knowledge and belief the above statement is a full, true and correct statement of

Attest:

Sworn to before me this 2nd day of June 2022.

DocuSigned by:

Karen Gilmer-Pauciello

Karen Gilmer-Pauciello, EVP & CFO

Kimberly Kessleski, Notary

Commonwealth of Pennsylvania - Notary Seal
Kimberly A. Kessleski, Notary Public
Montgomery County
My commission expires December 18, 2024
Commission number 1245769
Member, Pennsylvania Association of Notaries



Board Action Form

MEETING DATE	May 23, 2023			
TITLE	A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY AMENDING THE CITY OF FISHERS' PARKING SCHEDULE, LIMITED PARKING			
SUBMITTED BY	Name & Title: Ed Gebhart, Chief of Police			
	Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☒ Consent	☐ Ordinance	☐ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☒ 2 nd Reading	☐ Public Hearing	☒ 3 rd Reading
	Ordinance #:		Resolution #: R052323F	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	

HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office
APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office	
	☐ Department Head	☐ Finance Committee	
	☐ Deputy Mayor	☐ Technical Advisory Committee	
	☐ Mayor	☐ Other:	
	☒ Legal Counsel – <i>Name of Reviewer: Lindsey M. Bennett</i>		
BACKGROUND (Includes description, background, and justification)	The Fishers Police Department seeks to designate two parking spots in front of the police station as 20 minute parking to provide short term parking for community members or officers that need to conduct business with the FPD.		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:		
	Expenditure \$:		
	Source of Funds:		
	Additional Appropriation #:		
	Narrative:		
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve the Resolution	
	2.	Deny the Resolution	
	3.	Provide Alternative Direction	
	4.		
PROJECT TIMELINE			
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approving the Resolution.		
SUPPLEMENTAL INFORMATION (List all attached documents)	Resolution		

RESOLUTION NO. R052323F

A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY AMENDING THE CITY OF FISHERS' PARKING SCHEDULE, LIMITED PARKING

WHEREAS, the Common Council ("Council") of the City of Fishers, Hamilton County, Indiana ("City") meeting in regular session, adopted Ordinance No. 031615B and delegated various authorities regarding the City's Traffic & Parking Code to the Board of Public Works & Safety ("Board");

WHEREAS, from time to time, the Board must revise the City's Traffic & Parking Code and Schedules therein to accommodate parking changes in certain areas within the City's corporate boundaries; and

WHEREAS, the Board now desires to amend the following Traffic Schedules: Chapter 75 Parking: Schedule II (Parking Time Limited).

NOW, THEREFORE, BE IT RESOLVED by the Board of Public Works & Safety of the City of Fishers, Hamilton County, Indiana meeting in regular session as follows:

Section 1. The Board hereby amends Chapter 75, Schedule II (Parking Time Limited) by adding the following:

Location	Description	Time Limitation	Res/Ord No.	Passage Date
4 Municipal Drive	Two parking spaces in front of the police station, as marked	20 minutes	R052323F	05-23-2023

Section 2. The Board hereby gives the Police Chief the authority to determine the appropriate two parking spaces and cause the parking spaces to be marked with a twenty (20) minute time limitation.

Section 3. All other provisions of Fishers' Traffic & Parking Code not in conflict with or specifically changed by this amendment shall remain in full force and effect.

Section 4. This amendment shall become effective upon its adoption and publication in accordance with law.

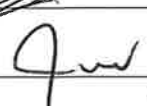
SO RESOLVED by this City of Fishers Board of Public Works & Safety this 23rd day of May, 2023.

**BOARD OF PUBLIC WORKS & SAFETY,
CITY OF FISHERS
HAMILTON COUNTY, INDIANA**

YAY

NAY

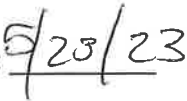
ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST:


Karl Adriano, Board Clerk

DATE:



This instrument prepared by: Lindsey M. Bennett, City Attorney, City of Fishers, Hamilton County, Indiana,
One Municipal Drive, Fishers, Indiana, 46038

““I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in
this document, unless required by law.” /s/ Lindsey M. Bennet