

REQUEST FOR PROPOSAL

City of Bloomington Parks & Recreation Department

P.O. Box 848, Bloomington, IN 47402

Phone: (812) 349-3700

April 25, 2010

HVAC CONTROLS INSTALLATION AND SOLUTION FOR EXCESSIVE POSITIVE AIR PRESSURE WITHIN THE TWIN LAKES RECREATION CENTER

Notice is hereby given that the Parks & Recreation Department of the City of Bloomington, Indiana will receive proposals for **HVAC CONTROLS INSTALLATION AND SOLUTION FOR EXCESSIVE POSITIVE AIR PRESSURE WITHIN THE FACILITY** at the Parks & Recreation office, physically located at 401 North Morton Street, Suite 250, Bloomington, Indiana (mailing address: City of Bloomington Parks & Recreation, P.O. Box 848, Bloomington, IN 47402) until **2:00 p.m.** on **May 17, 2010**. All responses will be publicly opened in the Parks & Recreation Office at that time.

A Pre-Proposal Conference is scheduled for May 10, 2010 beginning at 10:00 a.m. in the downstairs meeting room of the Twin Lakes Recreation Center, 1700 West Bloomfield Road, Bloomington, Indiana.

The City of Bloomington, Indiana

REQUEST FOR PROPOSAL (RFP)
REQUIRED RESPONSE FORM

TITLE: HVAC CONTROLS INSTALLATION, HVAC SYTEM MAINTENANCE
CONTRACT, AND SOLUTION FOR EXCESSIVE POSITIVE AIR PRESSURE
WITHIN THE FACILITY

Anti-Collusion Statement/Public Domain

I, the undersigned proposer, have not divulged, discussed, or compared this proposal with any other proposers and have not colluded with any other proposer in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal. I acknowledge that all information contained herein is part of the public domain.

Proposal Certification

I hereby certify that I am submitting the following information as my company's Authorized Representative and understand that by virtue of executing and returning with this proposal this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the contents of this proposal, and all attachments and the contents of any addendum released hereto.

PROPOSER (Contractor Name): _____

STREET ADDRESS: _____

CITY & STATE: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

NOTE: Entries must be completed in ink or typewritten. An original manual signature is required.

THE CITY OF BLOOMINGTON, INDIANA
PARKS & RECREATION DEPARTMENT
REQUEST FOR PROPOSAL (RFP)

**HVAC CONTROLS INSTALLATION, HVAC SYSTEM MAINTENANCE
CONTRACT, AND SOLUTION FOR EXCESSIVE POSITIVE AIR PRESSURE
WITHIN THE TWIN LAKES RECREATION CENTER**

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1.0 INTRODUCTION:

This is a Request for Proposal (“RFP”) for an independent contractor (the “proposer”) to provide **HVAC CONTROLS INSTALLATION AND SOLUTION FOR EXCESSIVE POSITIVE AIR PRESSURE WITHIN THE FACILITY**, for the City of Bloomington Parks & Recreation Department (the “Department”) for the HVAC system of Twin Lakes Recreation Center, located at 1700 West Bloomfield Road, Bloomington, Indiana.

2.0 SCOPE:

2.1 SCOPE OF WORK:

This specification establishes the minimum requirements for **HVAC CONTROLS INSTALLATION AND SOLUTION FOR EXCESSIVE POSITIVE AIR PRESSURE WITHIN THE FACILITY** listed and described in the body of these specifications to be used as noted by the Department at its Twin Lakes Recreation Center, located at 1700 West Bloomfield Road, Bloomington, Indiana.

2.2 INTENT:

The intent of this RFP is to establish a contract for a base period of one (1) year from the date of award of the bid. During which time, the successful contractor shall guarantee contractor prices for the item(s) awarded to him/her as specified in this RFP. However, the contract may be terminated upon thirty (30) days written notice by the Department or ninety (90) days written notice by the awarded vendor.

2.3 BEST PROPOSAL:

The Department intends to accept the “best” proposals submitted to it. In determining which is the “best” proposal received, the Department shall also consider and weigh (a) the experience, qualifications and reputation of each contractor, (b) the quality of products and services proposed by each contractor, and (c) pricing.

The Department reserves the right (a) to reject any and all proposals received by it and rebid at its discretion, (b) to waive minor informalities in any proposal, (c) accept any proposal or part thereof, which in its judgment, will be in the best interest of the City of Bloomington.

The proposal and other data submitted will form the basis of the negotiation of a Lump Sum agreement for the work.

2.4 MANDATORY PRE-PROPOSAL CONFERENCE:

A mandatory pre-proposal conference will take place on site in the downstairs meeting room of the Twin Lakes Recreation Center at 10:00 a.m. in May 10,2010. The Twin Lakes Recreation Center is located at 1700 West Bloomfield Road, Bloomington, Indiana.

Any proposals submitted from a party that did not attend the pre-proposal conference will not be considered!.

3.0 INSTRUCTIONS TO PROPOSERS:

3.1 DEFINITIONS:

The Owner, the Contractor and the Engineer, are those mentioned as such in the Agreement. They are treated throughout the Contract Documents as if each were of the singular number and masculine gender. Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

ADDENDA. Written or graphic instruments issued prior to the execution of the Agreement Which modify or interpret the Contract Documents, by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents when the Agreement is executed.

AGREEMENT. The contractual agreement between the Contractor and the Owner.

APPLICATION FOR PAYMENT. The form used by Contractor in requesting payments, including accompanying documentation required by the Contract Documents.

BID. The offer or proposal of the proposer submitted on the prescribed form setting forth the Prices for the Work to be performed.

BIDDER. Any person, firm, or corporation submitting a proposal for the Work.

BOARD. The City of Bloomington Board of Park Commissioners.

BONDS. proposal, performance, and payment bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.

CHANGE ORDER. A written order to the Contractor signed by the Owner authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

CONTRACT. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Department and the Contractor, (2)

between the Owner and a Subcontractor or Sub subcontractor, or (3) between any persons or entities other than the Owner and Contractor.

CONTRACT DOCUMENTS. The Agreement, Addenda (whether issued prior to the opening of proposals or the execution of the Agreement), Change Orders issued by the Owner or Engineer, Request for Proposals (RFP), Instructions to proposers, Proposal, Non-Collusion Affidavit, Questionnaire, Contractor's proposal, the Bonds, Employment Requirements and Wage Rates, Notification Procedures, General Equipment Stipulations, the Notice of Award, the Notice to Proceed, these General Conditions, the Special Conditions, the Specifications, Drawings, and Modifications.

CONTRACT PRICE. The total amount payable to the Contractor under the Contract Documents.

CONTRACT TIME. The number of days stated in the Agreement for the completion of the Work, computed as provided in these General Conditions; or by the date set forth in the Agreement.

CONTRACTOR. The person, firm, or corporation with whom the Owner has executed the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative. The relationship of the Contractor to the Owner shall be that of an independent contractor.

DAY. A calendar day of twenty-four hours measured from midnight to the next midnight.

DATE OF CONTRACT. The date written in the first paragraph of the Contract Agreement.

DRAWINGS OR PLANS. The graphic and pictorial portions of the Contract Documents, Wherever located or whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

Department. The City of Bloomington Parks and Recreation Department, person, firm, or corporation named by the Owner "the City of Bloomington", or the duly authorized agents of the Parks and Recreation Department, acting within the scope of the duties entrusted to them.

FIELD ORDER. A written order issued by the Department which clarifies or interprets the Contract Documents or orders minor changes in the Work.

MODIFICATION. (a) A written amendment of the Contract Documents signed by both parties. (b) A Change Order. (c) A written clarification or interpretation issued by the Engineer. (d) A written order for a minor change or alteration in the Work issued by the Department. A Modification may be issued only after execution of the Agreement.

NOTICE OF AWARD. The Written notice by the Owner to the apparent successful proposer stating that upon compliance with the conditions precedent

to be fulfilled by him within the time specified, the Owner will execute and deliver the Agreement to him.

NOTICE TO PROCEED. A written notice given to the Contractor by the Owner (with a copy to The Engineer) fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform his obligations under the Contract Documents.

OWNER. The City of Bloomington named and designated in the Agreement as "Owner" Acting through its Parks and Recreation Department and its authorized agents. All notices, letters, and other communication directed to the Owner shall be addressed and delivered to the Superintendent of Operations, Bloomington Parks and Recreation, P.O. Box 848, Bloomington, Indiana, 47402.

PROJECT. The total construction of which the Work performed under the Contract Documents may be the whole or a part, and which may include construction by the Owner or by separate contractors.

QUOTE. The offer or proposal of the Quoter submitted on the prescribed form setting forth The prices for the Work to be performed.

QUOTER Any person, firm, or corporation submitting a Quote for the Work.

RESPONSIBLE proposer. One who is fully capable of performing the contract requirements And who has the integrity and reliability to insure faithful performance.

RESPONSIVE proposer. One who has submitted a bid conforming in all material respects to The Contract Documents.

SHOP DRAWINGS. All drawings, diagrams, illustrations, brochures, schedules and other data Which are prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work.

SPECIFICATIONS. Those portions of the Contract Documents consisting of written technical Descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work, and performance of related services.

SUBCONTRACTOR. An individual, firm, or corporation having a direct contact with the Contractor or with any other Subcontractor for the performance of a part of the Work to a special design at the site, but does not include a firm which merely furnishes material.

SUBSTANTIAL COMPLETION. The date as determined by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended; or if there be no such determination, the date of final completion.

WORK. Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project assigned to, or undertaken by, the Contractor under the Contract Documents, including all labor, materials, equipment, and other incidentals, and the furnishing thereof.

MISCELLANEOUS DEFINITIONS:

AS ORDERED, AS DIRECTED, AS REQUIRED, AS PERMITTED, AS ALLOWED. The order, directions, requirement, permission, or allowance of the Owner or Department is intended only to the extent of judging compliance with the Contract Documents. The terms do not imply that the Owner or Department has any authority or responsibility for supervision of the Contractor's forces or construction operations. Such supervision is the sole responsibility of the Contractor.

REASONABLE, SUITABLE, ACCEPTABLE, PROPER, SATISFACTORY. The terms reasonable, suitable, acceptable, proper, and satisfactory mean such to the Owner or Engineer and are intended only to the extent of judging compliance with the Contract Documents.

UNDERSTOOD AND AGREED. Whenever in these Contract Documents the expression "it is Understood and agreed" or an expression of like import is used, such expression means the mutual understanding and agreement of the parties executing the Contract Agreement.

3.2 CONTRACT DOCUMENTS:

The "Request for Proposal", "Instructions to proposers", "Bidders' Proposal", "Agreement", "General Conditions", "Special Conditions", "Specifications", and the "Contract Drawings" are the Contract Documents that will form the Contract.

3.3 INSPECTION OF THE SITE:

proposers shall examine each of the Contract Documents, visit the site of the work and thoroughly and fully inform themselves of the construction hazards procedures, labor, conditions and factors, which could affect the prosecution and completion of the work. Such considerations shall include; the conditions of existing structures and facilities which may be affected by the proposed work, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the availability and cost of labor and methods for transporting, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the proposer's proposal. There will be no subsequent financial adjustment to any contract for lack of such prior information or its effects on the cost of the work.

3.4 OMISSIONS AND DISCREPANCIES:

Should proposers find discrepancies in, or omissions from, the Contract Documents, or should they be in doubt as to their meaning, written notification should be made to the Department. Interpretation of the proposed contract documents will be made only by written addendum. A copy of each addendum will be mailed or delivered to each person obtaining a set of contract documents

from the Department. The Owner will not be responsible for any other explanations or interpretations of the proposed contract documents.

3.5 PROPOSAL GUARANTEE:

Each Proposal shall be accompanied by a cashier's check or a certified check drawn on an acceptable bank, or an acceptable Bidder's bond in an amount of not less than five percent (5%) of the total bid. The proposal guarantee shall be made payable without condition to the City of Bloomington, Indiana, hereinafter referred to as "Owner", and the amount of said Proposal Guarantee may be retained by and forfeited to the Owner as liquidated damages if the Proposal covered thereby is accepted and a contract based thereon is awarded and the proposer should fail to enter into a contract in the form prescribed, with legally responsible sureties, within fifteen (15) days after such award is made and confirmed by the Owner.

3.6 RETURN OF PROPOSAL GUARANTEE:

The Proposal Guarantee deposit of each unsuccessful proposer will be returned when their proposal is rejected. The Proposal Guarantee deposit of the proposer to whom the Contract is awarded will be returned when the successful proposer executes a contract and files a satisfactory performance bond. The Proposal Guarantee deposit of the second and third lowest responsible proposers may be retained for a period not to exceed ninety (90) days pending the execution of the Contract and bond by the successful proposer.

3.7 WITHDRAWAL OF PROPOSAL:

No Contractor may withdraw their Proposal for a period of ninety (90) days after the date and hour set for the opening. A proposer may withdraw their Proposal at any time prior to the expiration of the period during which Proposals may be submitted by a written request signed in the same manner and by the same person who signed the Proposal.

3.8 ACCEPTANCE AND REJECTION OF PROPOSALS:

The Owner reserves the right to reject any or all proposals; and to waive irregularities or informalities in any proposal. Proposals received after the specified time of closing will be returned unopened.

The acceptance of a proposal will be a notice in writing signed by a duly authorized representative of the Board of Public Works, and no other act shall constitute acceptance of a proposal. The acceptance of a proposal shall bind the successful proposer to execute the Contract and to be responsible for liquidated damages as provided in Section 8.00.

3.9 QUALIFICATION OF BIDDERS:

proposers shall submit satisfactory evidence that they have a practical knowledge of the particular work bid upon, and that they have the necessary financial resources to complete the proposed work. Each proposer shall execute completely and accurately Questionnaire Form No. 96 of the Indiana State Board

of Accounts and shall file the same with their Proposal. The information contained therein shall be used by the Owner to determine the ability, experience, and capital resources of the proposer. In determining the proposer's qualifications, the following factors will be considered: whether the proposer (a) maintains a permanent place of business; (b) has adequate plant and equipment to do the work properly and expeditiously; (c) has the necessary financial resources to meet all obligations incident to the work; and (d) has appropriate technical experience. Each proposer may be required to show that previous work performed has been handled in such a manner that there are no just and proper claims pending against such work. No bid will be accepted which is submitted by a proposer who is engaged in any work which would impair their ability to finance the work covered by such bid or to provide suitable equipment for its proper prosecution and completion.

3.10 EXECUTION OF CONTRACT:

Any proposer whose proposal shall be accepted will be required to appear at the Bloomington Parks & Recreation office in person, or, if a firm or corporation, a duly authorized representative shall so appear, to execute the Contract and accept the Notice To Proceed within 15 days after notice that the Contract has been awarded to them. Failure or neglect to do so shall constitute a breach of the agreement effected by the acceptance of the Proposal. The amount of the Proposal Guarantee (bid bond) accompanying the Proposal of such proposer shall be retained by the City as liquidated damages for such breach. In the event that any proposer whose Proposal shall be accepted shall fail or refuse to execute the Contract as hereinbefore provided, the Board of Public Works may at their option, determine that such proposer has abandoned the Contract and thereupon their Proposal and the acceptance thereof shall be null and void and the Owner shall be entitled to liquidated damages as above provided.

3.11 INSURANCE:

The Contractor will be required to carry insurance throughout the lifetime of the Contract, as provided in the General Conditions, the amount of insurance of the various types being not less than the amounts specified therein.

3.12 PAYMENTS:

Payment for all work performed under the proposed contract will be made in cash, or its equivalent, by the Owner within thirty (30) days after completion and final acceptance of the work covered by the contract and after the submittal of Contractor's Affidavit of Payment of Debts and INSTRUCTIONS TO BIDDERS.doc Instructions to proposers/Quoters, Claims for the construction covered under this project. Partial estimates will be issued and paid as provided in the General Conditions.

3.13 TIME FOR BEGINNING AND COMPLETING THE WORK:

The Contractor shall start active and continuous work on the contract within 15 calendar days after the date of the notice to proceed and shall complete the work within 120 calendar days. Calendar and work days shall be as defined in the General Conditions of these documents.

3.14 TAXES AND PERMITS:

Attention is directed to the requirements of the General Conditions regarding payments of taxes and obtaining permits. The Contractor shall be responsible for obtaining all necessary permits.

3.15 WORKER'S COMPENSATION:

Before any work is started, the Contractor shall obtain from the Indiana State Industrial Board and file with the Owner, a certificate as evidence of compliance with the provisions of the Indiana Worker's Compensation Act and the Indiana Worker's Occupational Diseases Act.

3.16 PERFORMANCE BOND:

The Proposer to whom a contract is awarded will be required to furnish a Performance Bond to the Owner in an amount equal to one-hundred (100) percent of the contract price. The bond shall be executed on the form included in the Contract Documents by a surety company authorized to do business in the State of Indiana and acceptable as surety to the Owner. Accompanying the bond shall be a "Power of Attorney" authorizing the attorney-in-fact to bind the surety company and certified to include the date of the bond. The surety on the Performance Bond cannot be released for one year, and the bond must require that the surety will not be discharged for:

- A. modifications, omissions, or additions;
- B. defects in the contract; or
- C. defects in the bidding or awarding process.

3.17 PAYMENT BOND:

For all contracts a Payment Bond is required to insure payment of subcontractors, laborers, material suppliers, and persons furnishing services. The bond is executed by the Contractor to the state, approved by and for the benefit of the Owner, in an amount equal to the contract price. It is deposited with the board, and its surety cannot be released until one year after the board's final settlement with the Contractor. The bond must provide the same assurances as does the Performance Bond against conditions discharging the surety.

3.18 LOCAL MATERIALS:

Preference will be given to materials, products, supplies, and all other articles produced, manufactured, made, or grown in the State of Indiana.

3.19 NON-DISCRIMINATION IN EMPLOYMENT:

Each Proposer for proposals over \$10,000.00 shall submit and have approved by the City of Bloomington Contract Compliance Officer, Barbara McKinney, their written Affirmative Action Plan at least twenty-four (24) hours prior to the deadline for submission of proposals.

proposals received that do not have an approved Affirmative Action Plan will be returned unopened.

Each Proposer must insure that all employees and applicants for employment are not discriminated against because of race, religion, color, sex, national origin, ancestry or disability. All the protected classes must be included in your Affirmative Action Plan for it to be acceptable.

In addition to other requirements, your plan MUST include a workforce breakdown, an internal grievance procedure, a non-retaliation statement, designation of a person by name or position who is responsible for implementation of the Plan, applicability to both applicants and employees, recruitment of minorities, equal access to training programs, and an explanation of your method of communicating the operations of your affirmative action plan to employees and prospective applicants.

Barbara McKinney, Contract Compliance Officer, may be contacted at (812) 349-3429, 9:00 a.m. to 5:00 p.m. Monday through Friday. Her E-mail address is mckinneb@bloomington.in.gov.

The successful Proposer must comply with each section of its affirmative action plan and be prepared to comply in all respects with the contract provisions regarding nondiscrimination which are included in the Employment Requirement and Wage Rate section.

For contracts paid in whole or in part with federal funds, the Proposer must submit a signed statement as to whether he or she has previously performed work subject to Executive Order 11246.

For contracts paid in whole or in part with federal funds, the successful Proposer must, if requested, submit a list of all subcontractors who will perform work on the project, and written and signed statements from authorized agents of the labor pools with which they will or may deal for employees on the work, together with supporting information to the effect that said labor pools' practices and policies are in conformity with Executive Order 11246, and that said labor pools will affirmatively cooperate in, or offer no hindrance to, recruitment, employment, and equal treatment of employees seeking employment, and performing work under the Contract, or a certification as to what efforts have been made to secure such statements when such agents or labor pools have failed or refused to furnish same, prior to the award of the Contract.

Each Proposer must ensure that to the greatest extent feasible, opportunities for training and employment should be give to lower income residents of the project area and purchases and/or contract for work in connection with the project should be awarded to small business concerns which are located in, or owned in substantial part, by person residing in the area of the project.

3.20 DAVIS-BACON WAGE AND PAYROLL REQUIREMENTS:

See appendix in section 7.0 for a breakdown of Davis-Bacon payroll requirements. A current Davis-Bacon wage scale sheet is provided with this bid package. The City of Bloomington is an equal opportunity employer, and

Proposers shall meet all requirements for equal employment under Title VII of the 1964 Civil Rights Act as amended and under the Bloomington Human Rights Ordinance, as amended.

3.21 WAIVING OF INFORMALITIES:

The City of Bloomington reserves the right to waive any informality and to accept or reject any or all proposals submitted.

3.22 EVALUATION OF PROPOSAL AND AWARD OF CONTRACT:

3.22.01 EVALUATION PERIOD FOR REVIEW OF PROPOSAL: Proposal may be held by the City of Bloomington for a period not-to-exceed thirty (30) days, from the date of the opening of bids for the purpose of reviewing the Proposal and investigating the qualifications of the proposer prior to awarding the contract.

3.22.02 EVALUATION METHODOLOGY & CRITERIA: The Proposal Evaluation Panel that will evaluate the proposals with respect to the following pre-established factors. Technical evaluation criteria will carry the greatest weight in selecting the Seller; these criteria will be point scored. The criteria in descending order of important are:

1) <u>Technical Proposal</u>		40%
a. Compliance	20%	
b. Conceptual	20%	
2) <u>Experience/References</u>		20%
a. Past Experience	10%	
b. References	10%	
3) <u>Cost / Pricing</u>		20%
4) <u>Delivery Schedule</u>		10%
5) <u>Quality Assurance Plan</u>		10%
	Total	100%

3.22.03 EVALUATION PANEL: The Evaluation Panel shall consist of the following staff from the Parks and Recreation Department: Director of Operations and Development, Operations Superintendent, and a representative of the facility from the Sports or Recreation Division.

3.22.04 SELECTION OF BEST PROPOSAL AND AWARD OF CONTRACT: The Owner reserves the right to accept the proposal submitted by the responsible and responsive proposer with, in the opinion of the Evaluation Panel, the best proposal; to reject any or all proposals; and to waive irregularities or informalities in any proposal.

The acceptance of a proposal will be a notice in writing signed by a duly authorized representative of the City of Bloomington Board of Public Works, and no other act shall constitute acceptance of a proposal. The acceptance of a

proposal shall bind the successful proposer to execute the Contract and to be responsible for liquidated damages as provided in Section 8.00.

The Department reserves the right to accept or reject any or all proposals.

The Department reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.

The Department reserves the right, before awarding the contract, to require proposer(s) to submit evidence of qualifications or any other information the Department may deem necessary.

The Department reserves the right to cancel the RFP or portions thereof, without penalty.

The Department reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the Department; and (2) the Department reserves the right to reject any and/or all items proposed or (3) award to multiple vendors.

The Department reserves the right to further negotiate any proposal, including price, with the highest rated proposer. If an agreement cannot be reached with the highest rated proposer, the Department reserves the right to negotiate and recommend award to the next highest rated proposer or subsequent proposers until an agreement is reached.

After the contract is awarded all vendors who submitted an RFP will be notified of the award status. No information will be given prior to the awarding of the contract.

3.23 ITEMS TO INCLUDE WITH PROPOSAL: Each Proposer shall file with his or her sealed proposal: (1) a properly executed Non-collusion Affidavit as required by the laws of the State of Indiana; (2) a Questionnaire Form 96 of the State Board of Accounts; (3) a cashier's check or certified check drawn on an acceptable bank or a bid bond equal to five (5) percent of the total amount bid.

3.24 LOCAL CONDITIONS: Proposers should become familiar with any local conditions, which may, in any manner, affect the services required. The proposer(s) is/are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.

3.25 DISQUALIFICATION: Proposals not conforming to the instructions provided herein may be subject to disqualification.

3.26 WITHDRAWAL OF PROPOSAL: Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the Department with the services specified in the proposal.

3.27 SUBMISSION OF PROPOSALS: Proposals must be submitted in a sealed container, clearly identified as RFP for **HVAC CONTROLS INSTALLATION, HVAC SYTEM MAINTENANCE CONTRACT, AND SOLUTION FOR EXCESSIVE POSITIVE AIR PRESSURE WITHIN THE FACILITY**. Sealed proposals will be received until 2:00 p.m. on May 17, 2010 in the Department Office at the address shown in Section 3.2. The official clock for receiving proposals is located in the Department Office. All proposals must be date and time stamped. Proposals will be opened in the Department Office after the deadline for receiving proposals. Any proposal received in the Department Office after the deadline indicated above will be date and time stamped but will not be opened. The Proposer is responsible to allow adequate mailing time, including time for interoffice mail delivery, or to take appropriate alternate steps to assure that their bid is delivered to the **Parks Department** by the specified due date and time.

All proposals must be signed by an officer or employee having authority to legally bind the proposer(s).

One manually signed original (with "Pricing") and two (2) photocopies (without "Pricing") of the proposal must be submitted. **"Pricing" shall be submitted in a separately sealed envelope with the "original" proposal.**

A standard 8-1/2" by 11" format in a spiral bound booklet is requested. Each page shall have the name of the respondent indicated clearly at the upper right corner of the page.

3.28 DEPARTMENT CONTACT AND ADDRESS INFORMATION:

This RFP is issued by the City of Bloomington Parks & Recreation Department. The Parks & Recreation Department is the sole point of contact with regard to this RFP and all contractual matters related to the services described herein. All communications concerning this RFP must be addressed, in writing to:

J. D. Boruff
Superintendent of Operations
City of Bloomington Parks & Recreation Department
P.O. Box 848
Bloomington, IN 47402

Or, by email at:

boruffj@bloomington.in.gov

3.29 ANTICIPATED SCHEDULE OF EVENTS:

April 25, 2010 Issuance of RFP
May 10, 2010 @ 10:00 AM Pre-proposal Conference
May 11, 2010 Issuance of any Addendums
May 17, 2010 @ 2:00 PM RFP Opening
May 18-25, 2010 Evaluation

3.30 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 10:00 a.m., on May 10, 2010, beginning in the ***downstairs meeting room***, Twin Lakes Recreation Center, at 1700 West Bloomfield Road, Bloomington, Indiana. The proposal document will be discussed and questions from the proposers will be entertained. Proposers may wish to submit questions, in writing, in advance of the conference, to the Parks & Recreation Department.

Attendance at the Pre-Proposal conference is **MANDATORY**. Proposal shall not be considered from any party that does not attend.

It is the vendor's responsibility to inquire about any addendums or changes to the schedule have been made to this RFP.

3.31 RFP INQUIRIES:

Potential proposers may submit written questions by facsimile (FAX), addressed to:

J. D. Boruff
Superintendent of Operations
City of Bloomington Parks & Recreation
FAX # 812-349-3744
boruffj@bloomington.in.gov

Questions must be received no later than **May 11, 2010 before 12:00 PM**. Telephone and email inquiries will be accepted, but will answers be provided by addendum. It is the sole responsibility of the proposer to ensure that written questions will be received by the deadline indicated above. Addenda will be distributed by facsimile to all proposers who have received a RFP.

The Department may modify the Request for Proposal at any time prior to the proposal due date by issuance of a written addendum to all vendors who are participating. Addenda shall be numbered consecutively and initiated by the Department representative. No other person shall be authorized to make changes verbally or in writing. It shall be the responsibility of the proposer to be sure they received all addenda.

No verbal or written information, which is obtained other than by information in this document or by addendum to this RFP, will be binding on the Department.

4.0 GENERAL CONDITIONS

4.1 DEFINITIONS: See section 2.3

4.2. EXECUTION OF DOCUMENTS.

4.2.1 EXECUTION OF AGREEMENT. The Agreement and other Contract Documents will be executed as set forth in the Special Conditions and at no time later than 15 days after the award is made by the awarding agency at which time a notice to proceed shall be executed by all parties.

4.2.2 DELIVERY OF BONDS. When the executed Agreements are delivered to the Owner, the Contractor shall also deliver to the Owner such Bonds as he may be required to furnish in accordance with the Agreement.

4.2.3 COPIES OF DOCUMENTS. The Owner shall furnish to the Contractor the number of copies of the Contract Documents set forth in the Special Conditions or a minimum of 3 sets of complete documents.

4.2.4 CONTRACTOR'S PRE-AWARD REPRESENTATIONS. The Contractor represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study, observations and site visits with the requirements of the Contract Documents. The Contractor also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

4.2.5 COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED. Unless otherwise provided in the SPECIAL CONDITIONS, the Contractor will be expected to start active and continuous work on the contract within 15 calendar days after the date of the Notice to Proceed. In **no case** shall work begin prior to the date of the Notice to Proceed unless this time is waived and mutually agreed upon and indicated on the Notice to Proceed.

If a delayed starting date is indicated in the proposal, the 15 calendar day limitation shall be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any contract is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

4.2.6 STARTING THE PROJECT. The Engineer shall be notified at least 3 days in advance of the date on which the work is expected to begin. Should the prosecution of the work for any reason be discontinued, the Engineer shall be notified at least 24 hours in advance of resuming operations.

4.2.7 BEFORE STARTING CONSTRUCTION. Before undertaking each part of the Work, the Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to the Department any conflict, error, or discrepancy which he may discover. However, he shall not be liable to the Owner or Department for his failure to discover any conflict, error, or discrepancy in the Drawings or Specifications.

4.2.8 SUBMISSION OF SCHEDULES. Within ten days after delivery of the executed Agreement by the Owner to the Contractor, the Contractor shall submit to the Department for review, an estimated progress schedule indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing submissions and other specified schedules.

Contracts with less than 60 calendar days completion time, less than 35 work days, or less than 60 days between the notice to proceed and the completion date do not need to submit a progress schedule.

The progress schedule may be used as a basis for establishing major construction operations and as a check on the progress of the work. The Department shall be notified at least 3 days in advance of the date on which the work is expected to begin.

Sufficient materials, equipment, labor shall be provided by the Contractor to meet the progress schedule (if required) and to guarantee the completion of the project in accordance with the plans and specifications.

4.3 CORRELATION, INTERPRETATION, AND INTENT OF CONTRACT DOCUMENTS.

It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the Owner and the Contractor. They may be altered only by a Modification.

The Contract Documents are complementary. What is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error, or discrepancy in the Contract Documents, he shall call it to the Department's attention in writing at once. Before proceeding with the Work affected thereby, he shall not be liable to the Owner or Department for his failure to discover any conflict, error or discrepancy in the Specifications or Drawings. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which so applied have a well known technical or trade meaning shall be deemed to refer to such recognized standards.

In case of discrepancy, calculated dimensions will govern over scaled dimensions; plans will govern over specifications; special conditions will govern over the plans and specifications. The instructions to proposers and the description of the pay items listed in the itemized proposal will govern over plans,

specifications, and special conditions. The precedence outlined herein shall not absolve the Contractor of his responsibility with regard to errors and omissions, or from his requirement to follow all IOSHA, OSHA, any local safety ordinances, and general good construction practices.

Advantage shall not be taken of any apparent error or omission in the plans or specifications. In the event such an error or omission is discovered, the Department shall be notified immediately in writing. Such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications will then be made.

4.4 AVAILABILITY OF LANDS; PHYSICAL CONDITIONS

4.4.1 AVAILABILITY OF LANDS. The Owner shall furnish, as indicated in the Contract Documents and not later than the Notice to Proceed, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for use by the Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by Owner, unless otherwise specified in the Contract Documents. If the Contractor believes that any delay in the Owner's furnishing these lands or easements entitles him to an extension of the Contract Time, he may make a claim therefore as provided in these General Conditions.

4.4.2 PHYSICAL CONDITIONS; SURVEYS AND REPORTS. Refer to **Instructions to Proposers**. For identification of those surveys and investigation reports of subsurface and latent physical conditions at the Project site or otherwise affecting performance of the Work which have been relied upon by the Department in preparation of the Drawings and Specifications, refer to **SPECIAL CONDITIONS**.

4.4.3 UNFORESEEN PHYSICAL CONDITIONS. The Contractor shall promptly notify the Owner and Department in writing of any physical conditions at the site differing materially from those indicated in the Contract Documents. The Department will promptly investigate those conditions and advise the Owner in writing if further surveys or tests are necessary. Promptly thereafter, the Owner shall obtain the necessary additional surveys and tests and furnish copies to the Department and Contractor. If the Department finds that the results of such surveys or tests indicate that there are physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by the Contractor, a Change Order shall be issued incorporating the necessary revisions.

4.5 BONDS AND INSURANCE.

4.5.1 PERFORMANCE, PAYMENT AND OTHER BONDS. The Contractor shall furnish a Performance Bond, Payment Bond, and other Bonds specified in **AGREEMENT** as security for the faithful performance and payment of all his obligations under the Contract Documents. The Performance Bond shall be in an amount at least equal to 100% of the Contract Price, unless otherwise listed in **SPECIAL CONDITIONS**. Bonds shall be executed on the forms (when provided) included in the Contract Documents and with such sureties as are licensed to conduct business in the state of Indiana and are named in the current list of

“Surety Companies Acceptable on Federal Bonds” as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. The surety shall have an “A” minimum rating of performance and a financial rating strength of five times the Contract Price, all as stated in “Best’s Key Rating Guide, Property-Liability”. Each Bond shall be accompanied by a “Power of Attorney” authorizing the attorney-in-fact to bind the surety and certified to include the date of the Bond.

4.5.2 TERMINATION OF SURETY. If the surety on any Bond furnished by the Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated or revoked in any state where any part of the Project is located, the Contractor shall within five days thereafter substitute another Bond and surety, both of which shall be acceptable to the Owner.

4.5.3 CONTRACTOR’S LIABILITY INSURANCE. The Contractor shall purchase and maintain such insurance as will protect him from claims under worker’s compensation laws, disability benefit laws, or similar employee benefit laws, from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by personal injury liability coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting there from - any or all of which may arise out of or result from the Contractor’s operations under the Contract Documents, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall include the specific coverage’s and be written for not less than any limits of liability and maximum deductibles specified in the Supplementary Conditions or required by law, whichever is greater, shall include contractual liability insurance and shall include the Owner and Department as additional insured parties. Before starting the Work, the Contractor shall file with the Owner and Department certificates of such insurance, acceptable to the Owner; these certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least fifteen days prior written notice has been given to the Owner and Department.

4.6 CONTRACTOR’S RESPONSIBILITIES.

4.6.1 SUPERVISION AND SUPERINTENDENCE. The Contractor shall supervise and direct the Work efficiently and with his best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but he shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. The Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.

4.6.2 LABOR, MATERIALS AND EQUIPMENT. The Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, and all other facilities and incidentals necessary for the

execution, testing, initial operation, and completion of the Work. All materials and equipment shall be new, except as otherwise provided in the Contract Documents. If required by the Department, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the contract Documents. The Contractor shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them, and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between the Owner or Department and any Subcontractor or other person or organization having a direct contact with the Contractor, nor shall it create any obligation on the part of the Owner or Department to pay or to see to the payment of any monies due any Subcontractor or any other person or organization, except as may otherwise be required by law. The Owner or Department may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to the Contractor on account of specific Work done in accordance with the schedule of values.

The divisions and sections of the Specifications and the identification of any Drawings shall not control the Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade. The Contractor agrees to bind specifically every Subcontractor to the specific terms and conditions of the Contract Documents for the benefit of the Owner. All Work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance, except such rights as they may have to the proceeds of such insurance. The Contractor shall pay each Subcontractor a just share of any insurance monies received by the Contractor.

4.6.3 PATENT FEES AND ROYALTIES. The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of the Owner or Department its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents. The Contractor shall indemnify and hold harmless the Owner and Department and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

4.6.4 PERMITS. The Contractor shall obtain and pay for all construction permits and licenses and shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his proposal. The Owner shall assist the Contractor, when necessary, in obtaining such permits and licenses.

4.6.5 LAWS AND REGULATIONS. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the Specifications or Drawings are in conflict therewith, he shall give the Department prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Department, he shall bear all costs arising there from; however, it shall not be his primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

4.6.6 TAXES. The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place where the work is to be performed.

4.6.7 USE OF PREMISES. The Contractor shall confine his equipment, the storage of materials and equipment and the operations of his workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment. The Contractor shall not load nor permit any part of any structure to be loaded with weights that will endanger the structure, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

4.6.8 RECORD DRAWINGS. The Contractor shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Department and shall be delivered to him for the Owner upon completion of the Project and prior to final payment.

4.6.9 SAFETY AND PROTECTION. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

- 1) all employees on the Work and other persons who may be affected thereby.
- 2) all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and
- 3) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.
- 4) The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall notify owners of adjacent utilities when prosecution of the Work may affect them. All damage, injury or loss to any property caused directly or indirectly, in whole or in

part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor: except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of the Owner or Department or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor. The Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and the Department has issued a notice to the Owner and Contractor in accordance with Supplementary Conditions that the Work is acceptable.

4.6.10 EMERGENCIES. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Department or Owner, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He shall give the Department prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved. If the Contractor believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore. Emergency contact information shall be provided for responsible person in charge of project in the event that immediate action is required to protect the public.

4.6.11 INDEMNIFICATION. The Contractor shall indemnify and hold harmless the Owner and Department and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense:

1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and

2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Owner or Department or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

The indemnification obligations of the Contractor shall not extend to the liability of the Department, his agents or employees arising out of:

1) the preparation of maps, drawings, opinions, reports, surveys, Change Orders, designs, or specifications or

2) the giving of or the failure to give directions or instructions by the Department, his agents or employees, provided such giving or failure to give is the primary cause of injury or damage.

4.7 WORK BY OTHERS.

The Owner may perform additional work related to the Project by himself, or he may let other direct contracts therefore which shall contain General Conditions similar to these. The Contractor shall afford the other contractors who are parties to such direct contracts (or the Owner, if he is performing the additional work himself) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

If any part of the Contractor's Work depends for proper execution or results upon the work of any such other contractor (or Owner), the Contractor shall inspect and promptly report to the Department in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure to so report shall constitute an acceptance of the other work as fit and proper for the relationship of his Work except as to defects and deficiencies which may appear in the other work after the execution of his Work.

The Contractor shall do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the Department and of the other contractors whose work will be affected.

If the performance of additional work by other contractors or the Owner is not noted in the Contract Documents prior to the execution of the contract, written notice thereof shall be given to the Contractor prior to starting any additional work. If the Contractor believes that the performance of any such additional work by the Owner or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore.

4.8 OWNER'S RESPONSIBILITIES.

The Owner shall issue all communications to the Contractor through the Department.

The Owner shall furnish the data required of him under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due. In addition to his rights to request changes in the Work, the Owner shall be obligated to execute Change Orders.

4.9 DEPARTMENT'S STATUS DURING PROJECT.

4.9.1 OWNER'S REPRESENTATIVE. The Department will be the Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of the Department as the Owner's representative during construction are set forth in these General Conditions and shall not be extended without the written consent of the Owner and the Department.

4.9.2 CLARIFICATIONS AND INTERPRETATIONS. The Department will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price, he may make a claim therefore.

4.9.3 REJECTING DEFECTIVE WORK. The Department will have authority to reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Specifications, or has been damaged prior to the Department's recommendation of final payment). He will also have authority to require special inspection or special testing of the Work whether or not the Work is fabricated, installed or completed.

4.9.4 DECISIONS ON DISAGREEMENTS. The Department will be the interpreter of the requirements of the Contract Documents and the judge of the performance hereunder. In his capacity as interpreter and judge he will exercise his best efforts to insure faithful performance by both Owner and Contractor. He will not show partiality to either and will not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes, and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred to the Department for decision, which he will render in writing within a reasonable time.

4.9.5 ARBITRATION. Either the Owner or the Contractor may demand arbitration with respect to any such claim, dispute, or other matter that has been referred to the Department, except any which have been waived by the making or acceptance of final payment, such arbitration to be in accordance with these General Conditions. However, no demand for arbitration of any such claim, dispute, or other matter shall be made until the earlier of (a) the date on which the Department has rendered his decision or (b) the tenth day after the parties have presented their evidence to the Department if he has not rendered his written decision before that date. No demand for arbitration shall be made later than thirty days after the date on which the Department rendered his written decision in respect to the claim, dispute or other matter as to which arbitration is sought; and the failure to demand arbitration within said thirty days' period shall result in the Department's decision being final and binding upon the Owner and the Contractor. If the Department renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but shall not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned.

4.9.6 LIMITATIONS ON THE DEPARTMENT'S RESPONSIBILITIES. Neither the Department's authority to act under this article or elsewhere in the Contract Documents nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Department to the Contractor, any Subcontractor, any material, man, fabricator, supplier or any of their agents or employees or any other person performing any of the Work.

The Department will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, and he will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents.

The Department will not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of his or their agents or employees or any other persons at the site or otherwise performing any of the Work.

4.10 CHANGES IN THE WORK.

Without invalidating the Agreement, the Owner may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders and initiated through a Field Order from the Department or Owner. Upon receipt of a Change Order, the Contractor shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in these General Conditions on the basis of a claim made by either party.

The Department may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the Contractor believes that any minor change or alteration authorized by the Department entitles him to an increase in the Contract Price, he may make a claim therefore.

Additional work performed by the Contractor without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except as otherwise provided herein.

The Owner shall execute appropriate Change Orders prepared by the Department covering changes in the Work to be performed as provided herein and any other claim of the Contractor for a change in the Contract Time or the Contract Price which is confirmed by the Department. It is the Contractor's responsibility to notify his Surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly.

4.11 CHANGE OF CONTRACT PRICE, COST OF WORK, AND SUPPLEMENTAL COSTS

4.11.1 CHANGE OF CONTRACT PRICE: The Contract Price constitutes the total compensation payable to the Contractor for performing the Work. All duties,

responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Price.

The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to the Owner and Department within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless the Department allows an additional period of time to ascertain accurate cost data. All claims for adjustments in the Contract Price shall be determined by the Department if the Owner and the Contractor cannot otherwise agree on the amount involved. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order. All changes requested by the Department or Owner must be submitted to the Contractor in the form of a Field Order, at which time, the contractor shall provide in return a request for a change order with the prices for said requested work detailed by item and quantity for the Department and Owner to review for acceptance and so they can issue a Change Order for the approved work.

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

- 1) Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
- 2) By mutual acceptance of a lump sum.
- 3) On the basis of the Cost of the Work plus a Contractor's Fee for overhead and profit (determined in accordance with the following paragraphs).

4.11.2. COST OF THE WORK: The term "Cost of the Work" means the sum of all costs necessarily incurred and paid by the Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by the Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, and shall include only the following items:

- 1) Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications set forth in the Wage Scale Determination. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by the Owner.

- 2) The cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to

the Contractor unless the Owner deposits funds with the Contractor with which to make payments, in which case the cash discounts shall accrue to the Owner. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they may be obtained.

3) Payments made by the Contractor to the Subcontractors for Work performed by the Subcontractors. If required by the Owner, the Contractor shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such bids to the Owner, who will then determine with the advice of the Department which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as the Contractor's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

4) Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.

4.11.3 SUPPLEMENTAL COSTS include the following:

1) The proportion of necessary transportation, traveling and subsistence expenses of the Contractor's employees incurred in discharge of duties connected with the Work.

2) The cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of the Contractor.

3) Rentals of all construction equipment and machinery and the parts thereof whether rented from the Contractor or others in accordance with the rental agreements approved by the Owner with the advice of the Department, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

4) Sales, use or similar taxes related to the Work, and for which the Contractor is liable, imposed by any governmental authority.

5) Deposits lost for causes other than the Contractor's negligence, royalty payments and fees for permits and licenses.

6) Losses, damages and expenses, not compensated by insurance or otherwise, sustained by the Contractor in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of the Owner. No such

losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining the Contractor's fee. If, however, any such loss or damage requires reconstruction and the Contractor is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated under Contractor's Fee.

7) The cost of utilities, fuel and sanitary facilities at the site.

8) Minor expenses such as telegrams, long distance phone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

9) The cost of premiums for additional bonds and insurance required because of changes in the Work.

4.11.4 The term "**COST OF THE WORK**" shall *not* include any of the following:

1) Payroll costs and other compensation of the Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by the Contractor, whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications - all of which are to be considered administrative costs covered by the Contractor's Fee.

2) Expenses of the Contractor's principal and branch offices other than his office at the site.

3) Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work and charges against the Contractor for delinquent payments.

4) Cost of premiums for all bonds and for all insurance policies whether or not the Contractor is required by the Contract Documents to purchase and maintain the same (except as otherwise provided above).

5) Costs due to the negligence of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

6) Other overhead or general expense costs of any kind not specifically and expressly included in the Cost of the Work.

4.11.5 CONTRACTOR'S FEE. The Contractor's Fee which includes his overhead and profit shall be determined as follows:

1) A mutually acceptable fee; or , if none can be agreed upon,

2) A fee based on the following percentages of the various portions of the Cost of the Work:

- for payroll costs and the cost of all materials and equipment included in the Work, the Contractor's Profit shall be ten percent.
- for payments to Subcontractors, the Contractor's Profit shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten percent, and
- no fee shall be payable on the basis of costs of special consultants or supplemental costs.

4.11.6 CREDIT. The amount of credit to be allowed by the Contractor to the Owner for any such change which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

Whenever the cost of any Work is to be determined pursuant to preceding paragraphs, the Contractor will submit in form prescribed by the Department an itemized cost breakdown together with supporting data.

4.12 CHANGE OF CONTRACT TIME.

The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to the Owner and Department within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless the Department allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by the Department if the Owner and the Contractor cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order. Computation of Contract time shall be in accordance with the contract agreement.

The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if he makes a claim therefore as provided in the preceding paragraph. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by the Owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God. All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions made herein shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

4.13 LIQUIDATED DAMAGES.

Liquidated damages shall be paid to the Owner in accordance with the Special Conditions if specified therein. If no provision is made in the Special Conditions, liquidated damages shall be paid as follows:

In the event the Contractor fails to satisfactorily complete the entire Work contemplated and provided for under this contract on or before the date of completion as determined and described elsewhere herein, the Owner shall deduct from the amount due the Contractor the sum as indicated on the table below for each calendar day (Sundays and legal holidays excluded) of delay, which sum is agreed upon not as a penalty, but as a fixed and liquidated damage for each day of such delay, to be paid in full and subject to no deduction, it being understood and agreed that timely completion is of the essence. If the monies due the Contractor are less than the amount of such liquidated damages, then the Contractor or his surety shall pay the balance to the Owner.

SCHEDULE FOR LIQUIDATED DAMAGES FOR EACH DAY OF OVERRUN IN CONTRACT TIME

Original Contract Amount		Daily Charge	
From More Than	To and Including	Calendar Day or Fixed Date	Work Day
\$0	\$100,000.00	\$200.00	\$200.00
\$100,000.00	\$500,000.00	\$300.00	\$400.00
\$500,000.00	\$2,000,000.00	\$400.00	\$800.00
\$2,000,000.00	\$7,000,000.00	\$500.00	\$1,500.00
\$7,000,000.00	-----	\$700.00	\$2,000.00

4.14 WARRANTY AND GUARANTEE: TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK.

4.14.1 WARRANTY AND GUARANTEE. The Contractor warrants and guarantees to the Owner and Department that all materials and equipment will be new unless otherwise specified and that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents and of any inspections, tests or approvals referred to in the Tests and Inspection paragraph. All unsatisfactory Work, all faulty or defective Work, and all Work not conforming to the requirements of the Contract Documents at the time of acceptance thereof or of such inspections, tests or approvals, shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective Work, whether or not in place, may be rejected, corrected, or accepted as provided herein.

4.14.2 TESTS AND INSPECTIONS. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by some public body, the Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish the Department the required certificates of inspection, testing, or approval. All other inspections, tests, or approvals required by the Contract Documents shall be performed by organizations acceptable to the Owner and the Contractor and the costs thereof shall be borne by the Owner unless otherwise specified.

The Contractor shall give the Department timely notice of readiness of the Work for all inspections, tests or approvals. If any such Work required so to be

inspected, tested or approved is covered without written concurrence of the Department, it must, if requested by the Department, be uncovered for observation, and such uncovering shall be at the Contractor's expense unless the Contractor has given the Department timely notice of his intention to cover such Work and the Department has not acted with reasonable promptness in response to such notice. This timeframe of notification shall be no less than 2 hours, and occur during normal working hours of the City of Bloomington (Monday through Friday – 8:00a.m. to 5:00p.m.) Requests for inspection during all other hours shall receive 48 hours notice

Neither observations by the Department nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the Work in accordance with the Contract Documents.

4.14.3 ACCESS TO WORK. The Department and his representatives and other representatives of the Owner will at reasonable times have access to the Work. The Contractor shall provide proper and safe facilities for such access and observation of the Work and also for any inspection or testing thereof by others.

4.14.4 UNCOVERING WORK. If any Work is covered contrary to the written request of the Department, it must, if requested by the Department, be uncovered for his observation and replaced at the Contractor's expense.

If any Work has been covered which the Department has not specifically requested to observe prior to its being covered, or if the Department considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Department's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Department may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefore.

4.14.5 OWNER MAY STOP THE WORK. If the Work is defective, or the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if the Contractor fails to make prompt payment to Subcontractors or for labor, materials or equipment, the Owner may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other party.

4.14.6 CORRECTION OR REMOVAL OF DEFECTIVE WORK. If required by the Department prior to his recommendation of final payment, the Contractor shall promptly, without cost to the Owner and as specified by the Department, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the Department, remove it from the site and

replace it with non-defective Work. If the Contractor does not correct such defective Work within a reasonable time, all as specified in a written notice from the Department, the Owner may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by the Contractor, and an appropriate deductive Change Order shall be issued. The Contractor shall also bear the expenses of making good all Work of others destroyed or damaged by his correction, removal or replacement of his defective Work.

4.14.7 CORRECTION PERIOD. If, after final payment and prior to the expiration of one year after the date of Substantial Completion (unless a longer period is set forth in the Supplementary Conditions) or such longer period as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, the Contractor shall promptly, without cost to the Owner and in accordance with the Owner's written instructions, either correct such defective Work or, if it has been rejected by the Owner, remove it from the site and replace it with non-defective Work. If the Contractor does not promptly comply with the terms of such instructions, the Owner may have the defective Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.

4.14.8 ACCEPTANCE OF DEFECTIVE WORK. If, instead of requiring correction or removal and replacement of defective Work, the Owner (and, prior to final payment, the Department) prefers to accept it, he may do so. In such case, if acceptance occurs prior to final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after final payment, an appropriate amount shall be paid by the Contractor to the Owner.

4.14.9 NEGLECTED WORK BY THE CONTRACTOR. If the Contractor should fail to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, the Owner, after seven days written notice to the Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and the cost thereof (including compensation for additional professional services) shall be charged against the Contractor if the Department agrees with such action, in which case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents including an appropriate reduction in the Contract Price. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

4.15 PAYMENTS AND COMPLETION.

4.15.1 APPLICATION FOR PROGRESS PAYMENT. The Contractor may, no more frequently than every two weeks, make an estimate of the value of the Work completed, and submit an Application for Payment. The estimated cost of repairing, replacing, or rebuilding any part of the Work or replacing materials which do not conform to the Contract Documents will be deducted from the estimated value. The Application for Payment shall be submitted to the Department for review and approval.

4.15.2 CONTRACTOR'S WARRANTY OF TITLE. The Contractor warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to the Owner at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

4.15.3 REVIEW OF APPLICATION FOR PAYMENT. The Contractor shall furnish to the Department such detailed information as he may request to aid in the review and approval of such Estimates. The Department will, within five working days after receipt of each Application for Payment, either recommend payment and present the Application to the Owner, or return the Application to the Contractor indicating in writing his reasons for refusing to recommend payment. In the latter case, the Contractor may make the necessary corrections and resubmit the Application. The Owner will pay to the Contractor within forty-five days after receipt of Application. Retainage shall be withheld from each payment in the amount of 10% of each Application up to 50% completion. At 50% completion further payments shall be made in full to the contractor and no further amounts may be retained unless the Department certifies that the job is not proceeding satisfactorily, but amounts previously retained shall not be paid to the Contractor. At 50% completion or any time thereafter when the progress of the Work is not satisfactory, additional amounts may be retained, but in no event shall the total retainage be more than 10% of the value of the work completed. Upon substantial completion of the work, any amount retained may be paid to the Contractor. When the work has been substantially completed except for the work which cannot be completed due to weather conditions, lack of materials or other reasons which in the judgment of the Owner are valid reasons for noncompletion, the Owner may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed. Such Applications for Payment are processed on a regular biweekly schedule, which will be provided to the Contractor.

4.15.4 FINAL INSPECTION. When the Work has been substantially completed and at a time mutually agreeable to the Owner, Department, and Contractor, the Department and Contractor shall make a final walk-through inspection of the Work. The Department shall report to the Owner his findings as to the acceptability and completeness of the Work.

4.15.5 APPLICATION FOR FINAL PAYMENT. Upon written notice from the Department that Work is completed and acceptable as provided in the Supplementary Conditions, the Contractor shall make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all other documentation including but not limited to 'Contractor's Affidavit of Payment of Debts and Claims' called for in the Contract Documents and such other data and schedules as the Department may reasonably require.

4.15.6 FINAL PAYMENT. If, on the basis of his observation and review of the Work during construction, his final inspection and his review of the final Application for Payment, all as required by the Contract Documents, the Department is satisfied that the Work has been completed and the Contractor has fulfilled all of his obligations under the Contract Documents, he will, within

ten days after receipt of the final Application for Payment, present the Application to the Owner for Payment. Thereupon the Department will give written notice to the Contractor that the Work is acceptable subject to the provisions of the paragraph regarding waiver of claims. Otherwise, he will return the Application to the Contractor, indicating in writing his reasons for refusing to recommend final payment, in which case the Contractor shall make the necessary corrections and resubmit the Application. The Owner shall, within thirty days of presentation to him of the final Application for Payment, pay the Contractor the entire sum found to be due after deducting all amounts to be retained under any provision of the Contract Documents.

4.15.7 CONTRACTOR'S CONTINUING OBLIGATION. The Contractor's obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the Department, nor the issuance of a certificate of Substantial Completion, nor any payment by the Owner to the Contractor under the Contract Documents, nor any use or occupancy of the Project or any part thereof by the Owner, nor any act of acceptance by the Owner nor any failure to do so, nor any correction of defective Work by the Owner shall constitute an acceptance of Work not in accordance with the Contract Documents.

4.15.8 WAIVER OF CLAIMS. The making and acceptance of final payment shall constitute:

- 1) a waiver of all claims by the Owner against the Contractor other than those arising from unsettled Liens, from defective Work appearing after final inspection or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantees specified therein, and
- 2) a waiver of all claims by the Contractor against the Owner other than those previously made in writing and still unsettled.

4.16 SUSPENSION OF WORK AND TERMINATION.

4.16.1 OWNER MAY SUSPEND WORK. The Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of ninety days by notice in writing to the Contractor, which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore as provided in these General Conditions.

4.16.2 OWNER MAY TERMINATE. If the Contractor is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of the Department, or if he otherwise violates any provision of the Contract Documents, then the Owner

may, without prejudice to any other right or remedy and after giving the Contractor and his Surety seven days written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excesses shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. Such costs incurred by the Owner shall be incorporated in a Change Order.

1) Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any rights of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from liability.

2) Upon seven days written notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus a reasonable profit.

4.16.3 CONTRACTOR MAY STOP WORK OR TERMINATE. If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety days by the Owner or under an order of court or other public authority, or the Department fails to act on any Application for Payment within thirty days after it is submitted, or the Owner fails to pay the Contractor any sum recommended by the Department or awarded by arbitrators within thirty days of its approval and presentation, then the Contractor may, upon seven days written notice to the Owner and Department, terminate the Agreement and recover from the Owner payment for all Work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Agreement, if the Department has failed to act on an Application for Payment or the Owner has failed to make any payment as aforesaid, the Contractor may upon seven days notice to the Owner and Department stop the Work until he has been paid all amounts then due.

4.17 ARBITRATION.

Except as otherwise required by the Supplementary Conditions, all claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining. This agreement so to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

Notice of the demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association, and a copy shall be filed with the Department. The demand for arbitration shall be made within

thirty days after the Department has rendered his decision where applicable, and in all other cases within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The Contractor will carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise agreed by him and the Owner in writing.

4.18 MISCELLANEOUS.

4.18.1 GIVING NOTICE. Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to be validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by first class, registered or certified mail, postage prepaid, to the business address provided on the Contractual Agreement.

4.18.2 COMPUTATION OF TIME. Computation of time shall be set forth by the number of calendar days allowed for in the contract agreement. Calendar days shall consist of Monday through Sunday excluding City of Bloomington observed holidays.

5.0 Technical Specifications

5.1 HVAC CONTROL SYSTEM ATTRIBUTES AND CAPABILITIES

1. Controller shall be of the PLC or microcontroller type. User interface can be either a stand alone PC or PC emulation by controller.

2. Contractor shall be responsible to furnish and install all control hardware and software necessary for complete control system as specified. Contractor shall furnish all modules, temperature sensors, flow sensors, humidity sensors, IAQ sensors, control valves, control valve actuators, dampers, damper actuators and any other items necessary for a complete system and sequence of control, except those valves, dampers and actuators specified to be furnished by equipment supplier.

3. A graphic user interface shall be included in the system and it shall display real time values of all system operating conditions. Additionally, it shall include graphic displays of system programming, operating logic and logic flow. It shall be capable of displaying that logic flow with real time values of logical inputs and outputs. This graphical display capability is required for system diagnostics of both the mechanical systems controlled by the control system and of the operating logic and sequences themselves. The features of the system must be fully installed, configured and demonstrated in a manner that provides maximum benefit to the end user.

4. The system shall be programmed using a graphical programming language for ease of operator understanding. Operating sequences and logic flow shall be assembled in a schematic format representing inputs, outputs and logical functions such as set points, switches, limits, relays, PIDs etc.

5. Thermal graphic floor plans shall display each temperature zone in a color appropriate to current space temperature conditions. The system shall display in 8 separate colors the following conditions: High or low temperature alarm, temperature at set point, cooling call, heating call, more than 2° above set point, more than 2° below set point, unoccupied, between set points and no communication. Floor plans shall also include color graphic indicators for non-zone specific mechanical equipment operation showing On/Off and Alarm Conditions. Status indication colors shall be updated dynamically as conditions change.

The DDC system shall have the ability to schedule each individual zone. Additionally the operator shall have the capability of assembling groups of zones for single entry programming, e.g. several offices may be grouped for scheduling of Saturday operations. Available schedule types shall include normal operation, unoccupied operation, setback override and holidays. Dated schedules shall be self managing and automatically delete after execution.

6. Contractor shall be responsible for control wiring to all control modules, sensors, pilot duty control relays and actuators required to provide sequences of operation. Contractor shall provide control interface to all HVAC equipment within the facility. This shall include pilot duty relays where interface to line voltage switching devices is required.

7. The system shall have the capability of monitoring conditions throughout the system and sending alarms or messages to an e-mail address, local PC or printer or to remote PC's, printers or to dial-up pagers. Alarms and messages shall be able to be prioritized for various levels of reporting and action. The operator shall have the ability to customize alarm text and messages.

8. The system shall be capable of generating reports of equipment run times, all trended points, temperature conditions, electric demand and usage and alarms or messages.

9. Minimum Outside Air Ventilation - Carbon Dioxide (CO₂) Control:

a. When in the occupied mode, the controller shall measure the return air CO₂ levels and modulate the outside air dampers open on rising CO₂ concentrations, overriding normal damper operation to maintain a CO₂ set point of 750 ppm (adj.).

b. Alarms shall be provided as follows:

High Return Air Carbon Dioxide Concentration: If the return air CO₂ concentration is greater than 1000 ppm (adj.).

5.2 SOLUTION OF EXCESS POSITIVE AIR PRESSURE IN FACILITY

The solution for the high static pressure problem is to be determined by the proposer. Barometric louvers, increased return air capacity, or any other solution that is economical and efficient will be considered. A opportunity to inspect the facility and all elements of the HVAC system will be provided during the mandatory pre-proposal conference, or at any scheduled time prior to the submission deadline. Please schedule all visits to the facility with the Departments contact person.

5.2 CONTRACTOR RESPONSIBILITIES

7. Contractor shall provide all conduit within mechanical room or at equipment locations. The Contractor shall also be responsible for required line voltage connection to any panel.

8. Contractor shall be responsible for self-commissioning of all hardware and software furnished with the project. Completed field commissioning sheets shall be included with the final "as-built" O&M manuals. These sheets shall include validation check fields for all physical and LAN inputs and outputs and graphics for each operating unit or system within the facility. Each system and point shall be listed, using logical names for future reference by the owner. Commissioning shall include calibration and verification of operation of each I/O and graphic field. Functional commissioning of software programming to meet sequences of operation as submitted and approved shall be verified on the field commissioning sheets.

9. Contractor shall provide 16 hours of on-site training to owner representatives on operation and servicing of automatic temperature control system. Training shall be oriented to making the owner self sufficient in the day to day use and operation of the system. Additionally the training shall include information

specifically focused on showing the owners representative methods of troubleshooting the mechanical systems using the system. For this purpose, the trainer must be well grounded in both system operation and in mechanical systems service.

10. The contractor shall provide unlimited phone technical support to the owner's representative during the warranty period. If the technical support location of the contractor is outside of the toll free calling area for the customer, the contractor shall have a toll free number or accept collect calls for the purpose of providing technical support.

11. All relevant control elements shall have battery backup capable of maintaining all programs, set points, schedules and trend information for a minimum of 7 days.

12. All wiring in open areas must be run in conduit, otherwise control wiring may be run open in accessible ceiling or under floor areas. Control wiring in nonaccessible ceilings, walls or floors shall be in conduit. All wiring not in conduit or control cabinets shall be rated for plenum installation. Communication wiring shall be run in data cable tray whenever possible.

13. Required submittals:

A. Shop Drawings with:

Title Page

Table of Contents

Typical Device Wiring Drawings

Summary Bill of Materials

Sequences of Operation

Local Area Network Drawings

Drawings for all operating systems showing both equipment and
Module connections

(Note: drawings for individual operating systems shall include individual Bills of Materials)

B. Manufacturer's specification data sheets for all control modules, sensors, dampers, valves, actuators, flow switches, current sensors and transducers required in the project.

(Note: If the contractor wishes to substitute any item after approval of submittal they shall submit appropriate data sheets for approval before including substituted product on the project.)

C. O&M Manuals

1. O&M Manuals shall be furnished upon project completion and include technical instructions for all items originally included in the submittal with "as built" modifications and completed Commissioning Worksheets. O&M Manuals shall be in a separate three ring binder. Contractor's toll free technical support number or the words "Call Collect" with the contractor's regular phone number shall be on the front of the manual. Three manuals required.

- D. . All operating program and site specific software shall be furnished to the owner on CD ROM disks.

5.3 INFORMATION TO INCLUDE WITH PROPOSAL:

1. Discuss expansion capabilities and limitations.
2. Proposal shall include information sufficient to evaluate the hardware, software, and general capabilities. Include manufacture's literature and/or other information to demonstrate this capability. At a minimum address the following areas:
3. Proposal shall describe general system architecture and product line of manufacturer.
4. Proposal shall include a drawing indicating general equipment layout proposed and a typical as-built wiring diagram for the controls serving a typical zone .
5. Proposal shall describe web accessibility, and requirements thereof, and address any costs associated with additional client access.
6. Discuss your programming, initial setup and subsequent modifications, including costs for subsequent programming changes.
7. Describe field or operator graphic screen modifications for setting schedules and changing set points. (Finalists selected to demonstrate their system will be given the opportunity to fully explain these aspects of the operator interface and usability.)
8. Where a product, feature, or service is not as specified, the proposal must clearly be marked "**alternative proposal**", a sample supplied where appropriate, and/or a clear specification of the substitute must be provided, in order for it to be considered a competitive proposal. The Departments decision of alternate's acceptability is final. Proposers are also encouraged to indicate areas where their product or service exceeds specifications and how those features would be of benefit.
9. Describe typical service agreement and training offerings from your company.

6.0 RFP PRICE SHEET

HVAC CONTROLS CONTRACTOR:

A. Controls Programmer \$_____/Hour

B. Controls Engineer/Designer \$_____/Hour

C. Project Manager \$_____/Hour

D. Controls Service Technician \$_____/Hour

E. Field Installer \$_____/Hour

F. **Materials:** Materials (to be furnished by the Contractor if and when requested by the Owner) shall be at the Contractor's actual cost PLUS a percentage markup, as herein specified. _____%

G. **Other Labor:** Other labor not listed (to be furnished by the Contractor if and when requested by the Owner) shall be at the Contractor's actual cost PLUS a percentage Markup, as herein specified. _____%

8.0 Appendices

Affirmative Action Plan Requirements

Sample contract documents

Indiana State Board of Accounts – Form 96

Davis-Bacon wage rate sheet

Technical reference material



**City of Bloomington
Legal Department**

401 North Morton Street – Bloomington, IN 47404 Phone: (812) 349.3426 - Fax: (812) 349.3441

www.bloomington.in.gov

email: mckinneb@bloomington.in.gov

2009

RE: Affirmative Action and Living Wage Ordinance

To Prospective Proposers:

Affirmative Action: All proposers with the City of Bloomington for projects in excess of \$10,000.00 must submit an affirmative action plan to my office. This plan must insure that applicants are employed and that employees are treated in a manner that provides equal employment opportunity and tends to eliminate inequality based upon race, religion, color, sex, national origin, ancestry or disability.

In addition, some City proposers are covered by the City's Living Wage Ordinance. The purpose of this letter is to explain what is required to be included in your plan for it to be acceptable under the Contract Compliance Regulations of the City of Bloomington and to make sure you are aware of the City's Living Wage Ordinance.

Even if your company already has a plan on file with the City, you must check with me to make sure that it complies with our current requirements. If you already have a plan, but it does not cover all of the City's current requirements, you may submit a separate supplement with your plan to fill any gaps.

You must submit your written affirmative action plan (or supplement) to me AT LEAST

TWENTY- FOUR HOURS BEFORE THE BID DEADLINE. You must submit your plan to me separately from your bid. The twenty-four hours will give me sufficient time to review your and the other proposers' plans. I advise you to submit your affirmative action plan to me earlier, if possible, so that you and I will have time to work out any problems that may be in your plan. PROPOSERS WHO FAIL TO SUBMIT ACCEPTABLE PLANS BY THE DEADLINE ARE SUBJECT TO DISQUALIFICATION. NON-DISCRIMINATION CLAUSES WILL BE INCLUDED IN ALL CONTRACTS AWARDED.

I strongly advise you to confirm with me that I have received your plan and that it meets our requirements well before the bid deadline. We will make every effort to work with you to clear up problems. But it remains your responsibility to confirm that I received your plan and that it complies with our requirements. If you fail to confirm that I received and approved your plan, you risk losing your eligibility to bid. We will be glad to provide a receipt upon request. Please let us know if you want a receipt when you submit your plan.

You must insure that all the protected classes listed above are included in your plan. In addition to other requirements, your plan MUST include a workforce breakdown, an internal grievance procedure, a non-retaliation statement, designation of a person by name or position who is responsible for implementing the plan, applicability to both applicants and employees, recruitment of minorities, equal access to training programs, and an explanation of your methods of communicating the operations of your affirmative action plan to your employees and prospective applicants.

Accompanying this letter you will find the following materials:

(1) A workforce breakdown form. You MUST submit a workforce breakdown (sometimes called a "utilization report") with your Affirmative Action plan. This form is provided for your convenience. If you already have a current form you have completed for another jurisdiction that includes the same type of information, you may substitute a copy of that form instead of using our form. YOUR WORKFORCE BREAKDOWN FIGURES MUST BE UPDATED EVERY SIX MONTHS. Even if you already have an acceptable affirmative action plan on file with my office, you should submit a new workforce breakdown each time you bid for a City Contract, to be sure we have up-to-date figures.

(2) An affirmative action plan checklist. I will use this checklist to review your affirmative action plan. If you compare your plan with this list, you should be able to tell whether your plan fulfills the City's requirements. If you omit any of the elements on the checklist, YOUR PLAN WILL NOT BE APPROVED.

(3) A sample affirmative action plan. This may be useful if your company has never designed an affirmative action plan before. Feel free to adopt this plan as your own or to amend it to meet your needs.

Additional materials, such as the City of Bloomington's Contract Compliance Regulations, are available from my office upon request.

Living Wage: Also, please be aware that you may be required to comply with the Bloomington Living Wage Ordinance. Whether the LWO applies to your project depends upon the size and type of your project and the number of people you employ. If you have questions about the applicability of the LWO, click on the LWO flow chart at www.bloomington.in.gov/livingwage or call me. For 2009, the living wage is \$11.25 an hour.

If you have any questions, contact me at (812) 349-3429 or e-mail me at mckinneb@bloomington.in.gov. My office hours are Monday through Friday, 8-5. Thank you.

Barbara E. McKinney, Human Rights Director/Contract Compliance Officer

BLOOMINGTON HUMAN RIGHTS COMMISSION
Model Affirmative Action Plan
Policy Statement

_____, Inc., declares its policy to provide equal opportunity in employment, training and advancement, and to administer its employment practices without regard to race, color, religion, sex, national origin, ancestry or disability. Our policy of nondiscrimination will prevail throughout every aspect of our employment practices, including recruitment, hiring, training and all other terms and conditions of employment. We shall implement an affirmative action plan to make it widely known that equal employment opportunities are available on the basis of individual merit. We shall survey and analyze our employment workforce annually to determine what steps, if any, are needed to conform effectively with this equal employment policy.

Responsible Officer

Mr. or Ms. _____ (or the _____ officer) is the equal employment opportunity officer for our company and is responsible for implementing this affirmative action policy.

Publication of Policy

Our employees will be made aware of our commitment to affirmative action through the following procedures:

- posting notices on employee bulletin boards,
- including our policy statement and plan in our personnel manual,
- regularly sending out notice of our policy in paycheck envelopes, and
- training supervisors to recognize discriminatory practices.

We will make potential employees aware of our policy through the following procedures:

- including the words "Equal Opportunity Employer" in all of our advertisements and notices for Job openings,
- notifying employment agencies about our commitment, and
- sending notice of our policy to unions.

Implementing Our Policy

Our affirmative action plan will be implemented by widening our recruitment sources. We shall advertise in newspapers and other media that reach people in protected classes. We shall send job notices to schools with large percentages of students in the protected classes and to local groups that serve these classes.

We shall examine our hiring practices periodically to insure that we consider only job-related qualifications in filling our positions. We shall discard irrelevant educational requirements and unnecessary physical requirements. We shall retain only job-related questions on our employment application.

We shall keep affirmative action information on each applicant, but separate from his or her application. We shall keep records on our hiring decisions to evaluate the success of our affirmative action measures. We shall decide placement, duties, benefits, wages, training prospects, promotions, layoffs and terminations without regard to race, sex, religion, color, national origin, ancestry or disability.

Grievance Procedure

If an employee feels he or she has been discriminated against on the basis of race, sex, religion, color, national origin, ancestry or disability he or she may bring the complaint to his or her immediate supervisor. If the complaint is not resolved readily at that level, he or she may submit it to _____ (personnel officer, corporate president, other) who will make a final decision on its validity. This grievance process does not preclude his or her complaining to local, state or federal civil rights agencies. We will not retaliate against an employee or applicant for voicing a grievance or for filing a complaint with the appropriate agency.
Our current workforce breakdown is shown on the attached form.

Corporate President

Date

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON, INDIANA, DEPARTMENT OF PARKS AND RECREATION
AND

_____ Company Name _____

FOR

HVAC CONTROLS INSTALLATION, HVAC SYSTEM MAINTENANCE CONTRACT, AND RESOLUTION OF EXCESSIVE POSITIVE AIR PRESSURE WITHIN THE TWIN LAKES RECREATION CENTER

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Department of Parks and Recreation (hereinafter CITY), and , _____(hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for HVAC Control Installation, HVAC System Maintenance Contract, and resolution of excessive positive air pressure within the Twin Lakes Recreation Center (more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing HVAC control, repair, and installation work as per his/her bid on the proposal Summary sheet; and

WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive proposer for said project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as follows:

ARTICLE 1. TERM

1.01 This Agreement shall be in effect upon execution of this Agreement by all parties.

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement within (30) calender days from the written Notice to Proceed. Substantial Completion shall mean completion of all work.

2.02 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by lost revenue opportunities (such as facility rentals, etc.) and/or Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

2.03 CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the

parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

3.01 CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in lump sum of _____ (\$ _____). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

1. Defective work.
2. Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.
3. Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.
4. Damage to CITY or a third party.

3.03 The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

3.04 CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours.

3.05 CONTRACTOR shall submit time sheets (WH-347) for his own and all subcontracted employees, to City Engineer or his representative for approval and review, including review for compliance with current Davis Bacon Act Wage requirements.

ARTICLE 4. GENERAL PROVISIONS

4.01 CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified hereinunder. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

4.02 Abandonment, Default and Termination

4.02.01 CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment as made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder.

4.02.02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been

delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY.

4.02.03 **Default:** If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default. Any one or more of the following will be considered a default:

1. Failure to begin the work under this Agreement within the time specified.
2. Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.
3. Unsuitable performance of the work as determined by CITY ENGINEER or his representative.
4. Neglecting or refusing to remove defective materials or failure to perform a new such work as shall have been rejected.
5. Discontinuing the prosecution of the work or any part of it.
6. Inability to finance the work adequately.
7. If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

4.02.04 CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Contract according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

4.02.05 All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his Surety for his failure to complete the work in the time specified.

4.02.06 Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

4.02.07 CITY agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

4.03 Successors and Assigns

4.03.01 Both parties agree that for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY.

4.03.02 No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

4.04 Extent of Agreement: Integration

4.04.01 This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

1. This Agreement
2. Technical Specification (Attachment A, "Scope of Work")
3. Where applicable, proposal Prices (Attachment B)
4. Upfront Specifications (Definitions and Proposer's Responsibilities)
5. Information for Proposers
6. Advertisement
7. CONTRACTOR'S submittals
8. The current Indiana Department of Transportation Standard Specifications and the latest addenda
9. All plans as provided for the work that is to be completed

4.04.02 In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by CONTRACTOR, and other rights and obligations of CITY and CONTRACTOR, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon CONTRACTOR and affording the greater right or remedy to CITY shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

4.05 Insurance

4.05.01 CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis)	\$1,000,000 per occurrence
Bodily Injury, personal injury, property damage,	and \$2,000,000 in the
contractual liability, products-completed	aggregate
operations, General Aggregate Limit (other than	
Products/Completed Operations)	
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned,	\$1,000,000 each accident
hired and non-owned)	

Bodily injury and property damage
E. Umbrella Excess Liability \$5,000,000 each
occurrence and aggregate

The Deductible on the Umbrella Liability shall not
be more than \$10,000

4.05.02 CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following:

1. Premises and operations;
2. Contractual liability insurance as applicable to any hold-harmless agreements;
3. Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;
4. Broad form property damage - including completed operations;
5. Fellow employee claims under Personal Injury; and
6. Independent Contractors.

4.05.03 With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

4.05.04 Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled or non renewed until at least sixty (60) days' prior written notice has been received by CITY. The CITY shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker's Compensation policy.

4.06 Necessary Documentation CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

4.07 Applicable Laws CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

4.08 Non-Discrimination

4.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because

of race, sex, color, religion, national origin, ancestry, age, handicap, or disabled veteran status. Breach of this covenant may be regarded as a material breach of the Agreement.

4.08.02 CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the State of Indiana and the United States regarding:

1. Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, age, disability, or any other legally protected classification;
2. The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:
 - a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
 - b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

4.08.03 FURTHER, PURSUANT TO INDIANA CODE 5-16-6-1, CONTRACTOR AGREES:

- A) That in the hiring of employees for the performance of work under this Agreement or any subagreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, disability, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
- B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, disability, or any other legally protected classification.
- C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
- D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

4.09 Workmanship and Quality of Materials

4.09.01 CONTRACTOR shall guarantee the work for a period of one (1) year from the date of Substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR's Performance Bond.

4.09.02 OR EQUAL: Wherever in any of the Contract Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or

equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

4.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the Director of Public Works and are not subject to arbitration.

4.10 **Safety**. CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

4.11 **Amendments/Changes**

4.11.01 Except as provided in Paragraph 4.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

4.11.02 Without invalidating the Agreement and without notice to any surety, CITY may at any time or from time to time, order, in writing, additions, deletions or revisions in the work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Contract Documents.

4.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 4.11.02, or any other event or condition, will result in an increase in the Contract time or price, he shall file written notice with CITY no later than twenty (20) days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

4.11.04 CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

4.12 **Performance Bond and Payment Bond**

4.12.01 CONTRACTOR shall provide CITY with a Performance Bond and Payment Bond in the amount of one hundred percent (100%) of the contract amount.

4.12.02 Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR'S Performance Bond.

4.12.03 If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty (30) days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

4.13 **Payment of Subcontractors** CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient

amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.

4.14 Written Notice Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY:

J. D. Boruff
Superintendent of Operations
City of Bloomington Parks & Recreation
Post Office Box 848
Bloomington, Indiana 47402

TO CONTRACTOR:

Contact Person
Company Name
Address
City, State, Zip

4.15 Severability and Waiver In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

4.16 Notice to Proceed CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City Engineer. Contractor shall start active and continuous work on the contract within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any contract is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands.

DATE: _____

CITY OF BLOOMINGTON
DEPARTMENT OF PARKS & RECREATION

Company Name
Address
City, State, Zip

BY:

BY:

J. D. Boruff, Superintendent of Operations

Name Printed: _____

Title: _____

Mick Renneisen, Director of Parks & Recreation

Mark Kruzan, Mayor

CONTRACTOR'S 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. Proposer (Firm): _____

Address: _____

City/State: _____

4. Telephone Number: _____

5. Agent of Proposer (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 proposer 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: _____

Proposer (Firm) _____

Date: _____

These statements to be submitted under oath by each proposer 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	Completion Date	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 references 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 proposer'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 proposer's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON - COLLUSION AFFIDAVIT

The undersigned proposer 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.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR 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 _____)

) ss

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 _____



Davis-Bacon Wage Rate Information

GENERAL DECISION: IN20100002 04/23/2010 IN2

Date: April 23, 2010

General Decision Number: IN20100002 04/23/2010

Superseded General Decision Number: IN20080002

State: Indiana

Construction Type: Building

Counties: Adams, Allen, Bartholomew, Benton, Blackford, Boone, Carroll, Cass, Clinton, DeKalb, Delaware, Fountain, Fulton, Grant, Hamilton, Hancock, Hendricks, Howard, Huntington, Jay, Johnson, Madison, Marion, Miami, Monroe, Montgomery, Morgan, Noble, Shelby, Steuben, Tippecanoe, Tipton, Wabash, Warren, Wells, White and Whitley Counties in Indiana.

CASS, FULTON AND WHITE COUNTIES:

BUILDING CONSTRUCTION(does not include single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	03/12/2010
1	03/19/2010
2	04/02/2010
3	04/09/2010
4	04/16/2010
5	04/23/2010

ASBE0018-004 06/01/2009

BARTHOLOMEW, BENTON, BOONE, CARROLL, CLINTON, DELAWARE, FOUNTAIN, HAMILTON, HANCOCK, HENDRICKS, HOWARD, JOHNSON, MADISON, MARION, MONROE, MONTGOMERY, MORGAN, SHELBY, TIPPECANOE, TIPTON, AND WARREN 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).....	\$ 31.14	12.84
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).....	\$ 18.75	9.70

ASBE0041-002 07/05/2009

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

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 29.04	12.36
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).....	\$ 18.70	9.70

ASBE0075-003 06/01/2009

CASS, FULTON 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).....	\$ 31.40	13.09
HAZARDOUS MATERIAL HANDLER (includes preparation, wetting, stripping, removal, scrapping, vaccuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....	\$ 19.35	10.35

BOIL0374-002 07/01/2007

	Rates	Fringes
BOILERMAKER.....	\$ 32.00	17.72

BRIN0003-001 06/01/2009

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

	Rates	Fringes
Bricklayer, Stone Mason, Pointer, Caulking.....	\$ 29.85	10.13
TERRAZZO FINISHER.....	\$ 18.92	5.70
TERRAZZO WORKER/SETTER.....	\$ 29.50	9.33
Tile & Marble Finisher.....	\$ 19.80	5.72
Tile, Marble Setter.....	\$ 28.90	9.23

BRIN0004-004 06/01/2009

FORT WAYNE

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

	Rates	Fringes
BRICKLAYER (STONE MASON, MARBLE MASONS, POINTER, CLEANER, AND CAULKER).....	\$ 27.72	11.05
Terrazzo Grinder Finisher.....	\$ 22.26	8.45
Terrazzo Worker Mechanic.....	\$ 26.77	10.10
Tile Setter & Marble Mason Mechanic.....	\$ 24.11	10.10
Tile, Marble & Terrazzo Finisher.....	\$ 19.09	8.45

BRIN0004-021 06/01/2009

BLOOMINGTON

BARTHOLOMEW AND MONROE COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 27.45	9.51
TERRAZZO FINISHER.....	\$ 18.00	4.10
TERRAZZO WORKER/SETTER.....	\$ 27.80	7.07
Tile & Marble Finisher.....	\$ 18.82	4.10
Tile & Marble Setter; Mosaic Worker.....	\$ 27.27	6.97

BRIN0011-001 06/01/2009

LAFAYETTE

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

	Rates	Fringes
Bricklayer, Stonemason, Pointer, Caulker & Cleaner.....	\$ 27.00	12.79
TERRAZZO FINISHER.....	\$ 18.92	5.70
TERRAZZO WORKER/SETTER.....	\$ 29.50	9.33
Tile & Marble Finisher.....	\$ 19.80	5.72
Tile & Marble Setter; Mosaic Worker.....	\$ 28.90	9.23

BRIN0018-001 06/01/2009

SOUTH BEND CHAPTER

CASS, FULTON, GRANT, HOWARD, MIAMI AND WABASH COUNTIES:

	Rates	Fringes
Bricklayer, Stonemason, Pointer, Caulker & Cleaner.....	\$ 27.00	11.19
Terrazzo Worker Finisher.....	\$ 26.05	9.59
TERRAZZO WORKER/SETTER.....	\$ 28.08	10.63
Tile & Marble Finisher.....	\$ 25.05	9.59
Tile, Marble Setter.....	\$ 27.08	10.63

BRIN0019-001 06/01/2009

MUNCIE CHAPTER

BLACKFORD, DELAWARE, HAMILTON, JAY, MADISON AND TIPTON COUNTIES:

	Rates	Fringes
Bricklayer, Stonemason, Pointer, Caulker & Cleaner.....	\$ 28.05	12.14
TERRAZZO FINISHER.....	\$ 18.48	4.40
TERRAZZO WORKER/SETTER.....	\$ 28.53	7.54
Tile & Marble Finisher.....	\$ 19.33	4.40
Tile & Marble Setter; Mosaic Worker.....	\$ 27.98	7.44

CARP0107-001 06/01/2009

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

	Rates	Fringes
CARPENTER.....	\$ 24.15	11.49
MILLWRIGHT.....	\$ 23.45	14.68
Piledriver.....	\$ 20.83	6.21

CARP0110-002 06/01/2008

ALLEN, DEKALB, NOBLE, STEUBEN AND WHITLEY COUNTIES:

	Rates	Fringes
CARPENTER.....	\$ 23.46	11.16
MILLWRIGHT.....	\$ 23.40	14.28
Piledriver.....	\$ 20.77	6.21

CARP0111-001 06/01/2009

BARTHOLOMEW, JOHNSON (Townships of Union, Hensley, Franklin,
Nineva, Needham and Blue River), SHELBY COUNTIES

	Rates	Fringes
--	-------	---------

Carpenters:

Carpenters, Drywall		
Installers, Piledrivers.....	\$ 25.10	11.82
Millwrights.....	\$ 25.91	14.00
Soft Floor Layers.....	\$ 25.12	9.88

CARP0215-001 06/01/2009

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

	Rates	Fringes
CARPENTER.....	\$ 25.32	13.59
MILLWRIGHT.....	\$ 25.34	14.15

CARP0912-001 06/01/2009

Carpenters:

BLACKFORD, DELAWARE, JAY AND MADISON COUNTIES		
Carpenters, Drywall,		
Installers, Piledrivers....	\$ 26.29	11.82
Millwrights.....	\$ 25.91	14.00
Soft Floor Layers.....	\$ 25.12	9.88
BOONE, FOUNTAIN, HENDRICKS, MONROE, MONTGOMERY AND MORGAN COUNTIES		
Carpenters, Drywall.....	\$ 26.58	11.82
Millwrights.....	\$ 25.91	14.00
Soft Floor Layers.....	\$ 25.12	9.88

CARP0912-002 06/01/2009

HAMILTON, HANCOCK, JOHNSON (Townships of White River, Pleasant
and Clark), MARION

	Rates	Fringes
Carpenters:		
Carpenters, Drywall		
Installers, Piledrivers.....	\$ 28.09	11.82
Millwrights.....	\$ 25.91	14.00
Soft Floor Layers.....	\$ 25.12	9.88

ELEC0305-003 10/01/2009

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

	Rates	Fringes
ELECTRICIAN.....	\$ 28.98	10.67

ELEC0481-005 01/01/2009

BARTHOLOMEW, BOONE, HAMILTON, HANCOCK, HENDRICKS, JOHNSON,
MADISON, MARION, MONTGOMERY, MORGAN AND SHELBY COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 31.45	14.74

ELEC0538-006 06/01/2005

FOUNTAIN AND WARREN COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 28.21	11.21

ELEC0668-002 12/01/2009

BENTON, CARROLL, CASS, FULTON, TIPPECANOE AND WHITE COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 31.16	13.12

FOOTNOTE:

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

ELEC0725-006 09/01/1999

MONROE COUNTY

	Rates	Fringes
Communication Technician.....	\$ 18.70	3.80+3%

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.

ELEC0725-011 06/01/2009

MONROE COUNTY:

	Rates	Fringes
ELECTRICIAN.....	\$ 31.78	12.11

ELEC0855-003 01/01/2010

BLACKFORD, DELAWARE, AND JAY COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 31.30	5.70+17%

 ELEC0873-002 06/01/2009

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

	Rates	Fringes
ELECTRICIAN.....	\$ 30.60	10.77

 ELEV0034-003 01/01/2010

BARTHOLOMEW, BENTON, BLACKFORD, BOONE, CARROLL, CLINTON, DELAWARE, FOUNTAIN, GRANT, HAMILTON, HANCOCK, HENDRICKS, HOWARD, JAY, JOHNSON, MADISON, MARION, MIAMI, MONROE, MONTGOMERY, MORGAN, SHELBY, TIPPECANOE, TIPTON, WABASH, and WARREN COUNTIES

	Rates	Fringes
Elevator Constructor Mechanic.....	\$ 39.275	20.035+a+b

PAID HOLIDAYS:

- a. New Year's Day, Memorial Day, Independence Day, Labor Day, Vetern's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.
- b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.

 ELEV0044-002 01/01/2010

ADAMS, ALLEN, DEKALB, HUNTINGTON, NOBLE, STEUBEN, WELLS, and WHITLEY COUNTIES

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 40.66	20.035+a+b

PAID HOLIDAYS:

- a. New Year's Day, Memorial Day, Independence Day, Labor Day, Vetern's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.
- b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.

 ELEV0057-002 01/01/2005

CASS, FULTON AND WHITE COUNTIES:

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 31.77	12.015

FOOTNOTES:

a. Employer contributes 8% basic hourly rate for 5 years or more of service or 6% basic hourly rate for 6 months to 5 years of service as vacation pay credit.

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

ENGI0103-001 06/01/2009

BENTON, CARROLL, CASS, CLINTON, GRANT, HOWARD, MIAMI, TIPPECANOE, TIPTON, WABASH, and WHITE COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 30.01	11.34
GROUP 2.....	\$ 27.01	11.34
GROUP 3.....	\$ 25.44	11.34
GROUP 4.....	\$ 21.79	11.34

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: A-Frame Winch Truck, Air Compressors over 600 cu.ft., Air Tugger, Autograde (CMI), Auto Patrol, Backhoe, Ballast Regulator (RR), Batcher Plant (electrical control concrete), Bending Machine (pipe), Bituminous Plant (engineer), Bituminous Plant, Bituminous Mixer Travel Plant, Bituminous Paver, Bituminous Roller, Buck Hoist, Bull Dozer, Cable Way, Chicago Boom, Clamshell, Concrete Mixer (21 cu. ft. or over), Concrete Paver, Concrete Pump (crete), Crane, Craneman, Crusher Plant, Derrick, Derrick Boat, Dinkey, Dope Pots (pipeline), Dragline, Dredge Operator, Dredge Engineer, Drill Operator,, Elevating Grader, Elevator, Ford Hoe (or similar type equipment), Forklift, Formless Paver, Gantry Crane, Gradall, Grademan, Grout Pump, Helicopter Crew, Heterington Paver, High-Lift, Hoist, Hopto, Hough Loader (or similar type), Hydro Crane, Hydro Hammer, Locomotive Crane, Locomotive, Mechanic, Mobile Mixer, Motor Crane, Mucking Machine, Multiple Tamping Machine (rr), Overhead Crane, Pile Driver, Pulls, Push Dozer, Push Boats, Roller (sheep foot), Ross Carrier, Scoop, Shovel, Side Boom, Swing Crane, Tail Boom, Tar Machine (pipeline), Throttle Valve, Tower Crane, Trench Machine, Welder (heavy duty), Truck Mounted Concrete Pump, Truck-Mounted Drill, Well Point, Whirleys

GROUP 2: Air Compressor (up to 600 cu. ft.), Brakeman, Bull Float, Concrete Mixer (over 10s and under 21s), Concrete Spreader or Puddler, Deck Engine, Drill Helper, Electric

Vibrator Kompactor (earth or rock), Finishing Machine, Gireman, Greaser (on grease facilities servicing heavy equipment), Material Pump, Motor Boats, Motor Crane Oiler, Portable Loader, Post Hole Digger, Power Broom, Rock Roller, Roller-Wobble Whell (earth or rock), Spike Machine (RR) Seamen Tiller, Spreader Rock, Sub Grader, Tamping Machine, Truck Mounted Drill Oiler, Welding Machine, Widener (apsco or similar type)

GROUP 3: Air Compressor 210 cu ft & over, Bituminous Distributor, Chair Cart, Concrete Curing Machine, Concrete Saw, Dope Pot Power Agitated, Flex Plane, Form Grader, Hydrohammer, Jacks Hydraulic Power Driven, Paving Joint Machine, Post Hole Digger, Roller Earth, Throttle Valve, Track Jack Power Driven, Tractor Farm Type, Truck Crane Driver

GROUP 4: Air Compressor (under 200 cu. fr. per min), Bituminous Distributor, Cement Gun, Concrete Saw, Conveyor, Deck Hand Oiler, Earth Roller, Form Grader, Generator, Guardrail Driver, Heater, Oiler, Paving Joint Machine, Power Traffic Signals, Steam Jenny, Vibrator, Water Pump, "JLG" Lifts and "Scissor" Lift or similar machine

 ENGI0103-002 06/01/2009

BLACKFORD, DELAWARE, HAMILTON, HANCOCK, JAY, JOHNSON, MADISON, MARION, and SHELBY COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 31.35	10.28
GROUP 2.....	\$ 30.40	10.28
GROUP 3.....	\$ 26.35	10.28
GROUP 4.....	\$ 22.65	10.28

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Air Compressor (pressurizing shafts, tunnels & drivers); Air Tugger; Auto Patrol; Back Filler; Back Hoe; Boom Cat; Boring Machine; Bull Dozer; Caisson Drilling Machine; Cherry Picker; Compactor (with dozer blade); Concrete Mixer (dual drum); Concrete plant; Concrete Pump; Crane with all attachments; Crane- Electric overhead; Derrick; Ditching Machine (18' and over); Dredge; Elevators (when hoisting material or tools); Fork Lift (machinery); Formless Paver; Generator (power for welders of compressor); Gradall; Helicopter; Helicopter Winch Operator; High Lift-Front End Loader; Hoist-Material and/or Personnel over 3 Floors; Locomotive; Mechanic on job site; Mucking Machine; Panel Board Concrete Plant; Pile Driver; Push Cat; Scoop & Tractor; Scraper-Rubber Tired; Spreader-Tractor Mounted; Straddle Carrier-Ross Type; Sub Base Finish Machine (C.M.I. or smiliar); Tower Crane; Tractor with Backhoe (over 1/2 yard); Welder (craft)

GROUP 2: A Frame Truck; Batcher Plant (automatic dry batch); Bending Machine-Power Driven; Bituminous Mixer; Bituminous Paver; Bituminous Plant Engineer; Boatman; Bull Float; Compactor or Tamper-Self Propelled; Concrete Mixer (21 cu. ft. or over); Concrete Spreader-Power Driven; Dinkey Engine; Ditching Machine; Ditching Machine (less than 18"); Drilling Machine; Finish Machine & Bull Float; Finishing Machine; Fireman-Pile Driving and Boilers; Fork Lift-Masonry & Material; Gunite Machine; Head Greaser; Hoist-Material and/or personnel 3 floors and under; Mechanic in shop; Mesh Depresser-Mesh Placer; P.C.C. Concrete Belt Placer; Ruller-Asphalt, stone & sub base; Sheepsfoot Roller- Self Propelled; Shop Mule; Spreader or Base Paver-Self Propelled; Sub Grader; Throttle valve with air compressor or boiler; Tractor with Backhoe (1/2 yard & under); Tractor-high lift-farm type; Tractor-Industrial Type; Tractor with Winch; Well Points; Winch Trick

GROUP 3: Air Compressor (210 cu. ft. & over); bituminous Distributor; Chair Cart; Concrete Curing Machine; Concrete Saw; Dope Pot Power Agitated; Flex Plane; Form Grader; Hydrohammer; Jacks-Hydraulic-Power Driven; Minor Equipment opr. 3,4, or 5; Paving Joint Machine; Post Hole Digger; Roller-Earth; Throttle Valve; Track Jack-Power Driven; Tractor-Farm Type; Truck Crane Driver

GROUP 4: Air Compressor (less than 210 cu. ft.); Concrete Mixer (under 21cu. ft.); Conveyor; Generator; Mechanical Heater; Oiler; Operator-2 pieces of miner equipment; Power Broom; Pump; Welding Machine

 ENGI0103-007 04/01/2009

ADAMS, ALLEN, DEKALB, HUNTINGTON, STEUBEN, WELLS, and WHITLEY COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 29.53	11.02
GROUP 2.....	\$ 28.58	11.02
GROUP 3.....	\$ 25.58	11.02
GROUP 4.....	\$ 22.08	11.02

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Air Tugger; Auto Patrol, Back Filler; Back Hoe; Boom Cat; Boring Machine; Bull Dozer; Caisson Drilling Machine; Cherry Picker; Compactor (with dozer blade); Concrete Mixer (dual drum); Concrete Plant; Concrete Pump; Crane with all attachments; Crane Electric overhead; Derrick; Ditching Machine (18" and over); Dredge; Fork Lift (machinery); Formless Paver; Gradall; Helicopter; Helicopter Winch Operator; High Lift Front End Loader; Hoist Material and/or personnel over 3 floors; Locomotive; Mechanic on Job Site; Mucking Machine; Panel Board Concrete Plant; Pile Driver; Push Cat; Scoop & Tractor; Scraper

Tubber Tired; Skid Steer Machine (grading and back hoe);
 Spreader Tractor Mounted; Straddle Carrier Ross Type; Sub
 Base Finish Machine (C.M.I.or similar); Tower Crane;
 Tractor with backhoe (over 1/2 yard); Welder for Craft Work.

GROUP 2: A-Frame Truck; Batcher Plant (automatic dry batch);
 Bending Machine Power Driven; Bituminous Mixer; Bituminous
 Paver; Bituminous Plant Engineer; Boatman; Bull Float;
 Compactor or Tamper Riding Only; Concrete Mixer (21 cu. ft.
 or over); Concrete Spreader Power Driven; Dinkey Engine;
 Ditching Machine (less than 18" riding only); Drilling
 Machine; Elevators (when hoisting material or tools);
 Finish Machine and bull Float (excluding trowelling
 machine); Fireman Pile Driving and Boilers; Gunite Machine;
 Head Greaser; Hoist Material and/or personnel 3 floors and
 under; Mesh Depressor Mesh Placer; P.C.C. Concrete Belt
 Placer; Roller Asphalt, Stone & Sub Base; Sheepsfoot Roller
 Self Propelled; Shop Mule; Spreader or Base Paver Self
 Propelled; Sub Grader; Throttle Valve with Air Compressor
 or Boiler; Tractor with Backhoe (1/2 yard & under); Tractor
 High Lift Farm Type; Tractor Industrial Type; Tractor with
 Winch; Winch Truck.

GROUP 3: Bituminous Distributor; Chair Cart; Concrete Cutting
 Machine; Dewatering Systems; Dope Pot Power Agitated; Flex
 Plane; Fork Lift (masonry and material); Form Grader;
 Hydrohammer; Jacks Hydraulic Power Driven; Paving Joint
 Machine; Post Hole Digger (machine Mounted); Roller Earth;
 Skid Steer Machine (fork lift and transporting); Throttle
 Valve; Track Jack Power Driven; Tractor Farm Type.

GROUP 4: Air Compressor (pressurizing shafts, tunnels and
 divers); Air Compressor (over 210 cu. ft.); Concrete Saw;
 Conveyor; Generators; Oiler; Operating minor equipment;
 Power Broom; Truck Crane Driver; Welding Machines over 300
 amps (2 or more).

 ENGI0150-017 06/01/2009

FULTON and NOBLE COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 26.60	18.00+a
GROUP 2.....	\$ 25.25	18.00+a
GROUP 3.....	\$ 24.45	18.00+a
GROUP 4.....	\$ 23.65	18.00+a
GROUP 5.....	\$ 21.05	18.00+a

FOOTNOTE: a. PAID HOLIDAYS: New Years Day, Memorial Day,
 Fourth of July, Labor Day, Thanksgivng Day, Day After
 Thanksgiving, and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

GROUP 1: Mechanic, Asphalt Plant, Asphalt Spreader, Auto

Grader; Batch Plant, Benoto (requires 2 Engineers), Boiler and Throttle Valve, Boring Machine (road), Bulldozers (with engines of 140 net horse power or more) Caisson Rigs, Central Redi-mix Plant, Concrete Conveyor Systems, Concrete Power (over 27E cu. ft.), Concrete Paver (27E cu. ft. and under), Concrete Pumps/Grout concrete placer (Truck Mounted), Concrete Tower, Cranes and backhoes (all), Cranes, Hammerhead Tower, Creter Crane, Derricks (all), Forklift (capble of hoisting and mechanically moving forks horizontally), Grader, Elevating, Highlift Shovels or Front End Loaders (over 3 yd bucket), Hoists (2 or more drums), Locomotives (all), Laser screed, Motor Patrol, Pile Drivers and Skid Rig, Pre-Stress Machines, Pump Cretes & Similar Types, Rock Drill (Self-Propelled), Rock Drill (self propelled Truck Mounted), Scoops (tractor drawn), Slip-Form Paver, Tournapull, Tractor with Boom & Side Boom, Trenching Machine (12 or more inches in width), Combination Backhoe Front End Loader Machine with backhoe 1/2 yd bucket or attachments.

GROUP 2: Air Compressor (600 cu. ft. and over), Bob Cat (over 3/4 cu. yd.), Boilers, Broom (all powered propelled), Bull Dozers with engines of less than 140 net horsepower, combination backhoe front end loader 1/2 yf bskhhoe or under, Compressor and Throttle Valve, Concrete Breaker (truck mounted), Concrete Mixer (of moore than 21 cu. ft. capacity), Forklift (with fixed or tilt mast), Greaser Engineer, Highlift shovel or front endloader 3 yd bucket and under, Hoists (1 drum), Hydraulic Boom Truck, Post Hole Digger (vehicle mounted), Pump Cretes (squeeze crete type pumps, Gypsum, bulker , Rollers(all), Steam Generators, Stone Crushers, Stradddle Buggies, Tractors, Winch Trucks (with "a" frame.

GROUP 3: Buck Hoist, Combination (small equipment operator), .Conveyor (portable), Grouting Machine, Hoist Elevators (material and personnel), Hydraulic Power Units, Grouting and Pile Driving, Stud Welder, Trenching Machines less than 12 inches in width, Welding Machines (8 through 15).

GROUP 4: Bobcat (up to and including 3/4 cu. yd.). Compressor (over 210 cu. ft. and less than 600 cu. ft.), Generator (over 50 kw.), Heaters, Mechanical, Hoists (all elevator, permanent installation), Hoist (automatic), Hoist (tugger single drum), Oilers, Pumps, Well Points and electric submersible, Small Rubber Tired End Loaders (1/4 cu. yd. and under), Tractors (farm type) Welding Machines (2 through 8).

GROUP 5: Bobcats and forklifts (commercial or residential).

ENGI0181-004 04/01/2010

BARTHOLOMEW COUNTY

Rates

Fringes

Power equipment operators:

GROUP A.....	\$ 27.18	13.00
GROUP B.....	\$ 19.30	13.00

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP A: A-frame winch truck, articulating dump, autograde (CMI), auto patrol, ballast regulator (RR), batcher plant (electrical control concrete), bending machine (pipe), bituminous plant (engineer), bituminous plant, bituminous mixer travel plant, bituminous paver, bituminous roller, boring machine, buck hoist, bull dozer, cable way, Chicago boom, chimney hoist, clamshell, concrete mixer (21 cu.ft. or over), concrete paver, concrete pump (crete), construction elevator (Allmac or similar) creane, creaneman, crawler backhoe, bcreawler high-lift, crusher plant, derrick, derrick boat, dinkey, directional/boring machine, dope pots (pipeline), double drum tugger (electric or air), dragline, dredge operator, dredge engineer, drill operator, elevating grader, extendable boom forklift, formless paver, gantry crane, gator (or similar type tiller), gradeall, grader, grademan, greaser (on grease facility servicing heavy equipment), G.P.S. System (on equipment within the classificaitons), grout pump, head greaser, helicopter crew, Hetherington paver, hoist (motorized, gas or diesel), hydraulic crane, ghdro blaster, Industrial type forklift (over 9,000 lbs.), laser concrete screed, laser or remote controlled equipment (within the classifications), locomotive crane, locomotive, mechanic, mobile mixer, botor creane, mucking machine, multiple tamping machine (RR) overhead crane, pile driver, pulls, push dozer, push boats, roller (sheep foot), rough terrain crain, R.T. backhoe, R.T. endloader, Ross carrier, scoop, shovel, side boom, skidsteer loader (bobcat or similar type), swing crane, tail boom, tar machine (pipeline), tower crane, trench machine, welder (heavy duty), truck mounted concrete pump, truck-mounted drill, vacuum truck, well point, whirleys

GROUP B: Air compressor (1 or more, 600 cfm and over), air compressor with throttle valve, bituminous distributor, brakeman, bullfloat, cement gun, concret mixer, concrete say, soncrete spreader or puddlers, conveyor, deck hand oiler, deck engine, drill helper, earth roller electric vibrator compactor (earth or rock), elevator (in-plant, automatic), finishing machine fireman, form grader, generator, guard-rail driver, heater, oiler, Industrial type forklift (9,000 lbs and under), aterail pump, motor boats, paving joint machine, post hole digger, power broom, power traffic signals, rock roller, rock spreader, Roller (earth or rock), spike machine (RR), steam jenny, sub grader, taping machine, gruck crane oiler, truck mounted drill oiler Tugger (one-drum, air or electric)vibrator, vibro-piling hammer- hydraulic hammer or auger, water pump, widener (apsco or similar type) welding machine, JLG lifts and scissor lifts or similar machine.

BOONE, FOUNTAIN, HENDRICKS, MONROE, MONGOMERY, MORGAN, and
WARREN COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 29.00	13.95
GROUP 2.....	\$ 21.85	13.95

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Power Cranes, Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tournadozer. Concret Mixers with Skip Tournamixer, Two-Drum Machine, One-Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boo Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Truck Crane, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or Similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Farm Tractor with Half Yard Bucket and/or Backhoe Attachments, Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or Similar Type Machine, Truck or Skid Mounted Concrete Pump, Tower Crane, Engine or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with Dual Attachment, Tractor Mounted Loaders, Cherry Picker, Hydro Crane, Standard or Dinkey Locomotives, Scoopmobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machines including Well Testing, Caissons, Shaft or any similartype Drilling Machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Equipment Greased), Barber-Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, Hydra Ax, Span Saw and Similar Types, Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Piledriver-Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart-Self Propelled, Hydra Seeder, Straw Blower Power Sub Grader, Bull Float, Finishing Machine, Self-Propelled Pavement Breaker (Backhoe Attached), Lull (or Similar Type Machine), Two Air Compressors, Compressors Hooked in Manifold, Overhead Crane, Chip Spreader, Mud Cat, Sull-Air Fork Lifts (Except when used for Landscaping Work), Soil Stabilizer (Seaman Tiller, Bo Mag, Rago Gator and Similar types or Equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck Operator.

GROUP 2: Concrete Mixers without Skips, Rock Crusher, Ditching Machine Under 6', Curbing Machine, One Drum Machines without Tower or Boom, Air Tugger, Self-Propelled Concrete Saw, Machin- Mounted Post Hole Digger, Two to Four Generators, Water Pumps, or Welding Machines, with 400 ft.,

Air Compressor 600 cu. ft. and Under, Rollers on Aggregate and Seal Coat Surfaces, Fork Lifts (When used for Landscaping Work), Concrete and Blacktop Curb Machine, Farm Tractor with less than Half Yard Bucket, One Water Pump, Trolleys, Air Valves or Steam Valves, One Welding Machine, Truck Jack, Mud Jack, Gunnite Machine, House Elevators when used for Hoisting Material, Engine Tenders, Wagon Drill, Flex Plane, Conveyor, Siphons and Pulsometer, Switchman, Fireman on Paint Pots, Fireman on Asphalt Plants, Distributor Operators on Trucks, Tampers, Self-Propelled Power Broom, Striping Machine (motor driven), Form Tamper, Bulk Cement Plant Equipment Greaser, Deck Hands, Truck Crane Oiler Driver, Cement Blimps, Form Grader, Temporary Heat, Throttle Valve, Farm Tractor, Super Sucker (and similar type of equipment). FOOTNOTE: Employees operating booms from 149 ft. to 199 ft. including jib, shall receive an additional seventy five cents (.75) per hour above the rate. Employees operating booms over 199 ft. including jib, shall receive an additional one dollar and twenty-five cents (\$1.25) per hour above the regular rate.

 IRON0022-004 06/01/2009

BARTHOLOMEW; BENTON, BOONE; CARROLL; CASS; CLINTON; DELAWARE (S 2/3); FOUNTAIN; FULTON (SW 1/4 OF COUNTY); GRANT (SW PORTION); HAMILTON; HANCOCK; HENDRICKS; HOWARD; JOHNSON; MADISON; MARION; MIAMI; MONROE; MONTGOMERY; MORGAN; SHELBY; TIPPECANOE; TIPTON; WARREN AND WHITE COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 26.20	16.80

 * IRON0147-004 06/01/2009

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.....	\$ 24.07	16.82

 IRON0292-006 06/01/2009

FULTON (Remainder of County) and NOBLE (Northeastern Tip) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 24.35	16.76

 LABO0120-001 06/01/2009

MARION AND SHELBY COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 21.53	10.25
GROUP 2.....	\$ 22.28	10.25
GROUP 3.....	\$ 22.53	10.25

LABORER CLASSIFICATIONS

GROUP 1: Building and Construction Laborers; Scaffold Builders (other than for Masons and Plasterers); Mechanic Tenders; Window Washers and cleaners; Railroad Workers; Masonry Wall Washers; Portable Water pumps with discharge up to (3) inches; Flag & Signal Person; Waterproofing; Handling of Creosot Lumber or like treated material (excluding railroad material); Asphalt Rakers and Lutemen; Kettlemen; Air Tool Operators; 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; Chain Saw and Demolition Saw; Tile Layers (sewer or field) and Sewer Pipe Layer (metallic or non-metallic); Motor driven Wheelbarrows and Concrete Buggies; Hyster Operators; Pump Crete Assemblers; Concrete Conveyor 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; Asbestos Removal and Hazardous Waste Removal.

GROUP 2: Plaster Tenders; Mason Tenders; Mortar Mixers; Welders (Acetylene or electric); Cutting Torch or Burner; Cement Nozzle Laborers; Cement Gun Operator; Scaffold Builders when working for Plasterers and Masons; Water Blast Machine.

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

LABO0204-001 06/01/2009

FOUNTAIN, HENDRICKS, WARREN COUNTIES

	Rates	Fringes
Laborers:		
Caisson and Tunnel Work in Compressed and Free Air		
GROUP 1.....	\$ 20.32	10.25
GROUP 2.....	\$ 20.52	10.25
GROUP 3.....	\$ 20.62	10.25
GROUP 4.....	\$ 21.32	10.25
LABORERS		
GROUP 1.....	\$ 20.32	10.25

GROUP 2.....	\$ 21.07	10.25
GROUP 3.....	\$ 21.32	10.25

LABORER CLASSIFICATIONS

GROUP 1: Building and Construction Laborers; Scaffold Builders (other than for Masons and Plasterers); Mechanic Tenders; Window Washers and cleaners; Railroad Workers; Masonry Wall Washers; Portable Water pumps with discharge up to (3) inches; Flag & Signal Person; Waterproofing; Handling of Creosot Lumber or like treated material (excluding railroad material); Asphalt Rakers and Lutemen; Kettlemen; Air Tool Operators; 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; Chain Saw and Demolition Saw; Tile Layers (sewer or field) and Sewer Pipe Layer (metallic or non-metallic); Motor driven Wheelbarrows and Concrete Buggies; Hyster Operators; Pump Crete Assemblers; Concrete Conveyor 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, Asbestos Removal, Hazardous Waste Removal.

GROUP 2: Plaster Tenders; Mason Tenders; Mortar Mixers; Welders (Acetylene or electric); Cutting Torch or Burner; Cement Nozzle Laborers; Cement Gun Operator; Scaffold Builders when working for Plasterers and Masons; Water Blast Machine.

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

LABORER CLASSIFICATIONS For CAISSON AND TUNNEL WORK In COMPRESSED and FREE AIR

GROUP 1: Cage Tenders, Dump Men, Flagman, Signalman, Top Laborers, Rod Men.

GROUP 2: Concrete Repairmen, Lock Tenders (pressure side), Motor men, Muckers, Grout Machine, Track Layers, Air Hoist, Key Board, Agitator Car, Car Pushers, Concrete Laborers, Grout Laborers, Lock Tenders (free air side), Steel Setters, Tuggers, Switchmen.

GROUP 3: Mucking Machine, Laser Beam, Liner Plate & Ring Setter, Shield Drivers, Power Knife, Welders Burners, Pipe Jacking Machine, Skinners, Maintenance Technician, Miner, Bricklayer Tenders, Concrete Blowers, DRillers, Erectors, Form Men, Jackhammermen, Mining Machine.

GROUP 4: Dynamite Men, Drillers air track or wagon drilling for explosives.

LABO0213-001 01/01/2010

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

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 18.75	10.05
GROUP 2.....	\$ 19.25	10.05
GROUP 3.....	\$ 19.75	10.05

LABORERS CLASSIFICATION

GROUP 1: Building and Construction Laborers; Scaffold Builders (other than for Masons and Plasterers); Mechanic Tenders; Window Washers and cleaners; Railroad Workers; Masonry Wall Washers; Portable Water pumps with discharge up to (3) inches; Flag & Signal Person; Waterproofing; Handling of Creosot Lumber or like treated material (excluding railroad material); Asphalt Rakers and Lutemen; Kettlemen; Air Tool Operators; 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; Screed Man or Screw Operator on Asphalt Paver; Chain and Demolition Saw Operators; Concrete Conveyor Assemblers

GROUP 2: Plaster Tenders; Mortar Mixers; Welders (Acetylene or electric); Cutting Torch or Burner; Cement Nozzle Laborers; Cement Gun Operator; Scaffold Builders when working for Plasterers; Water Blast Machine

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

LABO0274-001 06/01/2009

BENTON, BOONE, CARROLL, CASS, CLINTON, FULTON, HOWARD, MIAMI,
MONTGOMERY, TIPPECANOE, TIPTON AND WHITE COUNTIES:

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 20.43	10.25
GROUP 2.....	\$ 21.18	10.25
GROUP 3.....	\$ 21.43	10.25

LABORERS CLASSIFICATION

GROUP 1: Building and construction laborers; Scaffold builders (other than for masons or plasterers); Railroad Workers; Masonry Wall Washers (interior & exterior); All Portable Water Pumps with Discharge of Up to Three (3) Inches; Handling of Creosote Lumber or Like Treated Material (excluding railroad material); Asphalt Rakers and Lutemen; Earth Compactors; Jackmen and Sheetmen Working Ditches Deeper than Six (6) Feet in Depth; Laborers Working Ditches Six (6) Feet in Depth or Deeper; Assembly of Unicrete Pump; Tile Layers (sewer or field) and Sewer Pipe Layers (metallic or non-metallic); Motor Driven Wheelbarrows and Concrete Buggies; Hyster Operators; Pump Crete Assemblers; Core Drill Operators; Cement, Lime or Silica Clay Handler (bulk or bag); Handling of Toxic Material 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 Saw and Demolition Saw Operators; Concrete Saw; Concrete Conveyor Assemblers; Applying of Curing Compound; Sinking of Wellpoints; Dewatering Header Systems

GROUP 2: Plaster Tenders; Mason Tenders; Mortar Mixers; Welders (acetylene or electric); Cutting Torch or Burner; Cement Nozzle Laborers; Cement Gun Operators; Scaffold Builders for Plasterers; Scaffold Builders for Masons; Water Blast Machine Operators, Air and Electric Vibrators and Chipping Hammer Operators; Asbestos Removal; Hazardous Waste Removal; All Boiler Setters Laborers, including Expediters, Bottom Men, Bell Men, and Mason Tenders

GROUP 3: Dynamite man, Drillers-air track or wagon for explosives.

LABO0741-003 06/01/2009

BARTHOLOMEW, JOHNSON, MONROE AND MORGAN COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 20.33	10.25
GROUP 2.....	\$ 21.08	10.25
GROUP 3.....	\$ 21.33	10.25

LABORERS CLASSIFICATIONS

GROUP 1: Building and Construction Laborers; Scaffold Builders (other than for masons or plastersrs); Railroad Workers; Masonry Wall Washers (interior & exterior); Portable Water Pumps with Discharge up to three (3)inches; Handling of Creosote Lumber or Like Treated Material (excluding railroad material); Asphalt Rakers and Lutemen; Earth Compactors; Jackmen and Sheetmen Working Ditches Deeper than Six (6) Feet in Depth; Laborers Working Ditches

Six (6) Feet in Depth or Deeper; Assembly of Unicrete Pump; Tile Layers (sewer or field) and Sewer Pipe Layers (metallic or non-metallic); Motor Driven Wheelbarrows and Concrete Buggies; Hyster Operators; Pump Crete Assemblers; Core Drill Operators; Cement, Lime or Silica Clay Handler (bulk or bag); Handling of Toxic Material 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 Saw and Demolition Saw Operators; Concrete Saw; Concrete Conveyor Assemblers; Applying of Curing Compound; Sinking of Wellpoints; Dewatering Header Systems

GROUP 2: Plaster Tenders; Mason Tenders; Mortar Mixers; Welders (acetylene or electric); Cutting Torch or Burner; Cement Nozzle Laborers; Cement Gun Operators; Scaffold Builders for Plasterers; Scaffold Builders for Masons; Water Blast Machine Operators; Air Tool Operators and all Pneumatic Tool Operators, Air and Electric Vibrators and Chipping Hammer Operators; Asbestos Removal; Hazardous Waste Removal; Biler Setters Laborers, including expediters, bottom men, bell men, and Mason Tenders

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

LABO1112-001 06/01/2009

BLACKFORD, DELAWARE, GRANT, HANCOCK, HAMILTON, JAY AND MADISON COUNTIES:

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 20.01	10.25
GROUP 2.....	\$ 20.76	10.25
GROUP 3.....	\$ 21.01	10.25

LABORER CLASSIFICATIONS:

GROUP 1: Building and construction laborers, scaffold builders (other than for masons of plasterers), mechanic tenders, window washers and cleaners, railroad workers, masonry wall washers, portable water pumps with discharge up to 3 inches, signal & flag person, Waterproofing, hauling of creosote lumber or like treated material (excluding railroad material), asphalt rakers and lutemen, kettlemen, air tool operator, pneumatic tool operator, air & electric vibrators and chipping hammer operator, earth compactors, jackman & sheetmen in ditches more than 6 feet deep, laborers in ditches 6' deep or deeper, assembly of unicrete pump, tile layers (sewer or field), sewer pipe layers, motor- driven wheelbarrows and concrete buggies, hyster operator, pumpcrete assemblers, core drill operator, cement, lime or silica clay handlers, handling of toxic materials damaging to clothing, pneumatic spikers, deck engine & winch operator, water main & cable ducking,

screed man or screw operator on asphalt paver, chain saw & demolition saw operator, concrete conveyor assembler

GROUP 2: Plaster tenders; mortar mixers; welders (acetylene or electric); cutting torch or burner; cement nozzle laborers; cement gun operators; scaffold builders for plasterers; scaffold builders for masons; water blast machine operator; Air tool Operators and all Pnuematic Tool Operators, Air and Electric Vibrators and Chipping Hammer Operators; Asbestos removal; Hazardous waste removal; All Boiler Setters Laborers, including expediters, bottom men, bell men, and Mason Tenders

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

PAIN0047-003 06/01/2008

BARTHOLOMEW, BOONE, HAMILTON, HANCOCK, HENDRICKS, JOHNSON, MARION, MONROE, MORGAN AND SHELBY COUNTIES:

	Rates	Fringes
Painters:		
Brush and Roller.....	\$ 24.95	9.73
Spray and Sandblasting.....	\$ 25.95	9.73

PAIN0080-001 06/01/2008

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

	Rates	Fringes
Painters:		
Brush and Roller.....	\$ 23.00	10.53
Spray and Sandblasting.....	\$ 24.00	10.53

PAIN0091-005 06/01/2009

FULTON COUNTY

	Rates	Fringes
Painters:		
Brush & Roller, Drywall		
Taping & Finishing,		
Vinyl/Paper Hanging.....	\$ 24.28	10.65
Spray.....	\$ 24.78	10.65

PAIN0460-002 06/01/2009

WHITE COUNTY

	Rates	Fringes
Painters:		

Brush & Roller.....	\$ 31.64	16.68
Drywall Finisher.....	\$ 32.44	16.68

PAIN0469-001 07/01/2009

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

	Rates	Fringes
Painters:		
101' & over'.....	\$ 22.97	9.43
31' - 60'.....	\$ 22.37	9.43
61' - 100'.....	\$ 22.77	9.43
Brush, Roller, Paperhanger, & Drywall Finishing.....	\$ 21.52	9.43
Lead Abatement.....	\$ 26.52	9.43
Spray & Sandblast Pot Tenders and Ground Personnel.....	\$ 22.42	9.43
Spray, Sandblast, Power Tools, Waterblast, & Steam Cleaning.....	\$ 22.52	9.43

PAIN0669-001 04/01/2009

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

	Rates	Fringes
Painters:		
Brush; Roller; Paperhanging; Drywall & Finishers.....	\$ 20.50	8.64
Drywall w/own tools.....	\$ 20.75	8.64
Spray/Waterblasting; Sandblasting.....	\$ 21.50	8.64

PAIN1165-010 07/01/2009

FULTON COUNTY

	Rates	Fringes
GLAZIER.....	\$ 23.06	12.18

PAIN1165-013 07/01/2009

ADAMS, ALLEN, BLACKFORD, DEKALB, GRANT, HUNTINGTON, JAY, NOBLE,
STEUBEN, WABASH, WELLS, WHITLEY

	Rates	Fringes
GLAZIER.....	\$ 21.88	9.52

PAIN1165-016 07/01/2009

BARTHOLOMEW, BENTON, BOONE, CARROLL, CASS, CLINTON, DELAWARE, FOUNTAIN, HAMILTON, HANCOCK, HENDRICKS, HOWARD, JOHNSON, MADISON, MARION, MIAMI, MONROE, MONTGOMERY, MORGAN, SHELBY, TIPPECANOE, TIPTON, WARREN, and WHITE COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 26.16	11.07

PLAS0101-002 06/01/2007

FULTON COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 23.19	9.75
PLASTERER.....	\$ 24.06	11.25

PLAS0101-003 06/01/2007

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 22.50	8.79
PLASTERER.....	\$ 24.18	9.31

PLAS0692-006 06/01/2006

BARTHOLOMEW, BOONE, HAMILTON (southern half north to Indiana Rt. 32, including the city of Noblesville), HANCOCK(southern and western part), HENDRICKS, JOHNSON, MARION, MONROE, MORGAN AND SHELBY COUNTIES

	Rates	Fringes
PLASTERER		
AREA #46.....	\$ 24.00	10.08

PLAS0692-007 06/01/2007

MONROE COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
AREA #75.....	\$ 22.75	8.40

PLAS0692-009 04/01/2009

BLACKFORD, DELAWARE, GRANT, HAMILTON, Parts of HANCOCK, JAY, MADISON, WABASH COUNTIES:

Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER		
AREA #83.....	\$ 23.85	9.94
PLASTERER		
AREA #83.....	\$ 23.64	9.92

PLAS0692-015 06/01/2009

BENTON, CARROLL, CASS, CLINTON, FOUNTAIN, HOWARD, MIAMI,
MONTGOMERY, TIPPECANOE, WARREN, WHITE AND VERMILLION COUNTY
(Nortrhern portion)

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 25.00	11.10
PLASTERER.....	\$ 25.31	11.50

PLAS0692-023 06/01/2007

BOONE COUNTY; HAMILTON COUNTY (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 AND MARION COUNTIES;
MORGAN COUNTY (NORTHERN HALF)

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
AREA #532.....	\$ 23.15	10.65

PLAS0821-001 05/01/2007

BARTHOLEMEW AND SHELBY COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 21.90	8.25

PLUM0136-006 07/01/2009

MONROE COUNTY:

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 31.12	14.06

PLUM0157-002 01/01/2010

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

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 33.31	12.10

PLUM0166-001 01/01/2010

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

	Rates	Fringes
Plumber and Steamfitter.....	\$ 30.12	13.28

PLUM0172-002 06/01/2009		

CASS, FULTON COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 30.45	13.90

PLUM0440-002 06/01/2009		

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.....	\$ 31.63	13.95

PLUM0661-001 07/01/2009		

DELAWARE, JAY AND MADISON COUNTIES:

	Rates	Fringes
Plumber and Steamfitter.....	\$ 29.27	13.28

ROOF0023-003 09/01/2009		

ALLEN, DEKALB, NOBLE, STEUBEN, and WHITLEY COUNTIES

	Rates	Fringes
Roofers:		
COMPOSITION.....	\$ 18.00	7.70
SLATE & TILE.....	\$ 18.50	7.70

ROOF0023-007 06/01/2009		

FULTON COUNTY

	Rates	Fringes
Roofers:		
COMPOSITION.....	\$ 26.46	10.55
SLATE & TILE.....	\$ 26.96	10.55

ROOF0119-003 09/01/2009		

BARTHOLOMEW, BOONE, HAMILTON, HANCOCK, HENDRICKS, JOHNSON,
MARION, MONROE, MORGAN, and SHELBY COUNTIES

	Rates	Fringes
Roofers:		
COMPOSITION.....	\$ 23.78	9.32
SLATE & TILE.....	\$ 24.78	9.32

ROOF0119-005 09/01/2009

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

	Rates	Fringes
ROOFER, Including Built Up, Composition and Single Ply Roofs (Slate, Tile & Compostion).....	\$ 23.78	9.32

ROOF0205-001 05/01/2009

ADAMS, BLACKFORD, DELAWARE, GRANT, HOWARD, HUNTINGTON, JAY,
MADISON, MIAMI, TIPTON, WABASH, and WELLS COUNTIES

	Rates	Fringes
ROOFER, Including Built Up, Composition and Single Ply Roofs.....	\$ 20.39	7.81

SFIN0669-002 04/01/2008

	Rates	Fringes
SPRINKLER FITTER.....	\$ 33.19	13.30

SHEE0020-003 07/01/2008

ADAMS, ALLEN, BLACKFORD, CASS, DEKALB, GRANT, HOWARD,
HUNTINGTON, JAY, MIAMI, NOBLE, STEUBEN, WABASH, WELLS, and
WHITLEY COUNTIES

	Rates	Fringes
Sheet metal worker (HVAC Duct Work).....	\$ 28.23	15.26

SHEE0020-004 06/01/2009

BARTHOLOMEW, BOONE, DELAWARE, HAMILTON, HANCOCK, HENDRICKS,
JOHNSON, MADISON, MARION, MONROE, MORGAN, SHELBY AND TIPTON
COUNTIES

Rates Fringes

Sheet metal worker (Including HVAC Duct Work).....	\$ 30.43	16.17
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SHEE0020-016 07/01/2009

FULTON COUNTY

	Rates	Fringes
Sheet metal worker.....	\$ 28.39	16.48

SHEE0020-020 07/01/2009

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

	Rates	Fringes
Sheet metal worker (Including HVAC Duct Work).....	\$ 30.07	17.00

TEAM0135-001 06/01/2008

ADAMS, ALLEN, BARTHOLOMEW, BENTON, BLACKFORD, BOONE, CARROLL,
CASS, CLINTON, DE KALB, DELAWARE, FOUNTAIN, GRANT, HAMILTON,
HANCOCK, HENDRICKS, HOWARD, HUNTINGTON, JAY, JOHNSON, MADISON,
MARION, MIAMI, MONROE, MONTGOMERY, MORGAN, NOBLE, SHELBY,
STEUBEN, TIPPECANOE, TIPTON, WABASH, WARREN, WELLS, WHITE and
WHITLEY

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 21.58	324.10/WK
GROUP 2.....	\$ 21.68	324.10/WK
GROUP 3.....	\$ 21.88	324.10/WK
GROUP 4.....	\$ 21.43	324.10/WK
GROUP 5.....	\$ 21.88	324.10/WK

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Single Axle Trucks, seven (7) cu. yds. or less than ten and one-half (10 1/2) tons, dumpsters, scoop-mobiles five (5) cu.yds. and under or less than seven and one-half (7 1/2) tons, mixer trucks three (3) cu.yds. and under, air compressors and welding machines, including those pulled by separate units, batch trucks-wet or dry- 2"34-E" batches or less, truck driver helpers, warehousemen, mechanic's helpers, greasers and tiremen, all pick-up trucks and other vehicles. Drivers on dumpsters or similar dumpsters, mounted on four (4) wheel truck rated two (2) cu.yds. or less, and small pallet type fork-lift operator and drivers on pallet jacks or similar type equipment.

GROUP 2: Drivers on tandem axle eighteen (18) cu.yds. or twenty- four (24) tons gross, six (6) wheel trucks, Koehring or similar dumpsters, tract trucks, Euclids, hug

bottom dumps, tournapulls, tounatrailers, tournarockers, or similar equipment when used for transportation purposes under nine (9) cu.yds. or less than thirteen and one-half (13 1/2) tons, tandems and semi-trailer service trucks, mixer trucks over three (3) cu.yds. and including six and one-half (6 1/2) cu.yds., fork lift, four (4) wheel A-frame trucks when used for transportation purposes, four (4) wheel winch trucks, pavement breakers, batch trucks-wet or dry- over 2 up to and including 4-"34-E" batches two (2) men oil distributors, fork-lift under four (4) ton and vacuum trucks.

GROUP 3: Koehring or similar dumpsters, tract trucks, semi-trailer water trucks, Euclids, hug bottom dumps, tournapulls, tounatrailers, tournarockers, tractor trailers, tandems, Q- frame winch trucks, hydrolift turcks or similar equipment when used for transportation purposes, mixer trucks over six and one- half (6 1/2) cu.yds, batch trucks wet or dry over 4 - "34-E" batches single equipment operated by employees withing this Bargaining unit. Six (6) wheel pole trailers and one (1) man oil distributors, fork-lift over four (4) ton and mobile mixers.

GROUP 4: Drivers on heavy equipment over sixteen (16) cu.yds. or twenty-four (24) ton, such as Koehring or similar dumpsters, tract trucks, Euclids, hug bottom dumps, tournapulls, tournarockers or similar equipment when used for transportation purposes, pole trailers over six (6) wheels, water pulls, low-boy trailers tandem axles, quad axle or more no-weight limitation, diseal and/or heavy equipment mechanics when working on equipment operated by employees with this Bargaining unit.

GROUP 5: Mechanic furnishing his own tools

 TEAM0364-002 06/01/2008

FULTON COUNTY

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 22.16	A+B
GROUP 2.....	\$ 22.37	A+B
GROUP 3.....	\$ 22.45	A+B
GROUP 4.....	\$ 23.03	A+B

FOOTNOTES:

A. HEALTH & WELFARE: \$196.00 per week for each employee.
 PENSION: \$40.00 per week for each employee.

B. HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Pick-up Trucks
GROUP 2: Single Axle Trucks
GROUP 3: Tandem, Tri-axle and Fuel Trucks
GROUP 4: Semi-trailer Trucks

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

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)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

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END OF GENERAL DECISION