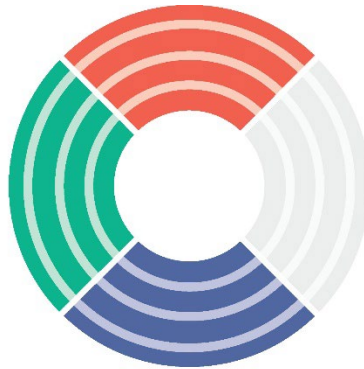


**Cornerstone Center for the Arts**

**Wheelchair Lift**

**Bid Packet**

**City of Muncie, Department of Community Development**



**CORNERSTONE**  
CENTER FOR THE ARTS

**REQUEST FOR QUOTES**  
**for**  
**Wheelchair Lift**

The City of Muncie Community Development Department, on behalf of the Department of Public Works and Safety, is seeking quotes for a wheelchair lift for Cornerstone Center for the Arts.

A quote packet, including federal requirements, instructions to bidders/quoters, sample contract and quote forms, will be available at:

Muncie.in.gov > Departments > Community Development > Topics of Interest > Bids and RFPs > Cornerstone Wheelchair Lift

A pre-quote conference held on Wednesday, August 09, 2023 at 10:00 AM at Cornerstone Center for the Arts, 520 E Main St., Muncie, IN. This project will be subject to the Davis Bacon Wage Act. General Decision Number: IN20230002. Winning Quoter **MUST NOT** be debarred from federal work on the **SAM.gov** website prior to contract being signed.

Quotes proposals must be submitted at the Office of the City Clerk by 8:45 AM on the Quote opening date stated below, in a sealed, opaque envelope marked with the quoter's name, address and telephone number and bearing the following caption:

Quote for: Cornerstone Wheelchair Lift  
Quote Opening Date: Wednesday, August 16, 2023

Quote responses will be opened by the Board of Public Works and Safety on Wednesday, August 16, 2023 at 9:00 AM. Quote responses may be held by the Board of Works for a period not to exceed sixty (60) days. No quoter may withdraw his/her quote for a period of sixty days after the date set for opening of quotes. The Board of Works has the right to reject any and all quote responses.

All communication regarding this quote, including any addenda issued, will be conducted by email only. Further questions may be submitted to Allen Wiseley at [awiseley@muncie.in.gov](mailto:awiseley@muncie.in.gov).

## INSTRUCTIONS TO QUOTERS for PUBLIC FACILITIES CONTRACT

Work to be performed shall be in accordance with instructions as provided within.

### ARTICLE 1. Definitions

Whenever the words hereinafter or pronouns used in their stead occur in these documents, they shall have the meaning herein given:

**"Bid" or "quote"** used interchangeably throughout these documents, meaning the price which one will perform the work described in the bid or quote documents.

**"Quote packet"** documents including, but not limited to, federal requirements, Instructions to Quoters, Sample Contract, and Bid Forms.

**"Quoter"** the individual or entity who is submitting a response to the Notice to Quoters. Used in these Instructions as the individual/entity who has not been yet awarded the contract to perform the deconstruction or demolition project. Once awarded the contract, this individual/entity becomes/is referred to as the Contractor.

**"Community Development"** refers to the City's Office of Community Development or Local Public Agency that administers these projects on behalf of the City's Department of Public Works and Safety.

**"Contract"** shall include the entire component parts of the Contract as well as the plans, drawings, wage determinations and federal requirements referred to herein.

**"Contractor"** shall mean the person, firm or corporation entering into a contract with Owner to complete the work herein specified, set out and shown. Used in these Instructions as the individual/entity who was the successful Quoter and has entered into a contract to perform the infrastructure project.

**"Inspector"** shall be the person who is the designated representative of the Project Supervisor and who is in charge of the inspection of the work.

**"Owner"** shall mean the municipality, person, firm or corporation as specified in the Advertisements for Bids, for whom the work is to be done.

**"Project Supervisor" or "Supervisor"** shall be the designee or authorized agent of Community Development for the project.

**"Specifications"** shall include the general conditions, detail specifications, diagrams, plans and drawings.

**"Subcontractor"** shall mean a person, firm or corporation other than the Contractor supplying labor and materials or labor for work at the site of the project.

### ARTICLE 2. Receipt and Opening of Bids

2.1 The Office of Community Development (herein called the "Owner") will give proper notice of its invitation to bid for the performance of labor and provision of materials as

called for in drawings and specifications. The name of the notice document is "Notice to Quoters." Information as to the requirements to respond to this bid invitation is available in the Quote packet.

- 2.2 Bid proposals shall be submitted to the City Clerk's Office, City Hall, 300 North Street, 1st Floor, Muncie, Indiana, on or before the date and time called for in the "Notice to Quoters". All documents needing to be completed will be included in the Quote packet including the bid form. All fields on these forms must be appropriately filled-in to meet the completed bid response.
- 2.3 Strict compliance will be complied with the requirements of these "Instructions to Quoters", and the instructions on the document forms.
- 2.4 Bid responses will be opened by the City's Board of Public Works and Safety at its weekly meeting. Bid responses may be held by the City's Board of Public Works and Safety for a period of time not to exceed sixty (60) days. The City's Board of Public Works and Safety reserves the right to reject any and all bid responses.

### **ARTICLE 3. Preparation of the Bid Proposal**

- 3.1 All bid responses must be submitted on the forms included in the Quote packet. The quoter shall fill in the lump sum base bid for the purpose of determining the best and lowest bid and the unit price bid amount in the event of additional work being required. These unit prices shall be used to determine the costs for changes in the work agreed to and authorized by the Owner.
- 3.2 Amounts shall be written with ink or typewritten in words and figures, if required. Should there be any discrepancies between words and figures indicating any amount in proposal, amount written in words shall prevail. Bids written in pencil will NOT be accepted.
- 3.3 Spaces for amount of bids not bid upon shall be filled with "NO BID" so that all blanks are filled. REMEMBER: BID RESPONSES WITH BLANK SPACES WILL BE REJECTED.
- 3.4 Each multi-page document submitted as part of the bid must be stapled. Do not submit any documents over one-page in length without being stapled. However, do not staple all of the pages of the bid response together as one. Please do NOT submit bound bids. The following documents shall constitute a Contractor's bid proposal and are to be properly executed and submitted in this order:
  - A. Bid Submittal Form, properly executed and completed
  - B. Request for Sub-Contractor(s), if any
  - C. Non-Collusion Affidavit, **notarized**
  - D. Certificate of Non-Segregated Facilities
  - E. Certification regarding debarment, suspension, and other responsibility matters
  - F. Affidavit concerning employment of unauthorized aliens

3.5 The bid proposal shall be enclosed in a sealed, opaque envelope, properly marked with the name of the company of the quoter and bearing the following caption:

Bid of: (Name of Firm)

Bid for: **Public Facilities Contract**

Click or tap to enter a date.

3.6 Bid responses must be submitted to the Office of the City Clerk, City Hall, 300 N High Street, 1st Floor, Muncie, IN 47305 by 8:45 a.m. ON DATE. If you are submitting the bid response via Federal Express or another common carrier, the outermost envelope must also be marked in permanent marker with the following at least one-inch high words:

**BID ENCLOSED, BID OPENING DATE** Click or tap to enter a date.

Packages delivered after the time stated in the Notice to Quoters will be returned unopened. It is very important to make these fully-completed form and date/time deadlines.

NOTE: FedEx generally delivers directly to the City Clerk's Office; UPS and USPS deliver all packages to the City Controller's Office on the 3rd Floor of City Hall regardless of how the envelopes are addressed. DO NOT BRING BID RESPONSES TO THE COMMUNITY DEVELOPMENT OFFICE – THEY WILL BE REFUSED!

#### **Article 4. State of Quoters Qualifications**

4.1 The City will not award the contract to any quoter who does not furnish satisfactory evidence that they have the ability and experience in this area of work, there is sufficient capital and plan to complete the work specified.

4.2 A financial statement of the quoter is mandatory to be awarded a contract. Any bid response submitted without this financial statement will be rendered invalid. The information provided by the quoter in this financial statement must be detailed so that the City can be assured of the quoter's financial capability to complete the awarded deconstruction or demolition project.

4.3 The Standard Questionnaire and Financial Statement for Quoters (Indiana State Board of Accounts Form 96 Part II and III; available at <http://www.in.gov/sboa/files/Form96.pdf>) may be substituted for the City's financial statement, but is NOT required to use.

#### **ARTICLE 5. Signature of Quoters**

5.1 Bid responses not signed by the Quoter may be signed by the Quoter's Attorney-In-Fact. The Power of Attorney document authorizing said Attorney-In-Fact needs to be included in the bid response in order for bid response to be accepted. This applies if the Quoter is an individual, partnership, or corporation.

- 5.2 Any bid proposal signed for a partnership shall be signed by all partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to bid a "Power of Attorney," evidencing authority to sign bids, executed by the partners.
- 5.3 Any bid proposal submitted by a corporation shall have correct corporate name and the signature of the President (or other authorized officer of the corporation) and Secretary, manually written below corporate name, following the word "by" and shall have affixed the corporate seal.
- 5.4 Limited or qualified bid proposals will not be accepted.

#### **ARTICLE 6. Quoter to Examine Site/**Mandatory Pre-Bid Conference****

- 6.1 Attendance at the pre-bid conference is mandatory if stated in the Notice to Quoters. Bid responses submitted by Quoters not present at the specified pre-bid conference will be rejected.
- 6.2 All quoters shall examine the Contract Documents and construction site to acquaint themselves with the conditions under which the work is to be performed, and the existence of the obstacles which may be encountered, (above and underground) and all other relevant matters concerning work to be performed. The successful quoter will not be allowed any extra compensation by reason of any matter or thing concerning which said quoter might have fully acquainted himself because of his failure to have so acquainted himself prior to the bidding.

#### **ARTICLE 7. All Communications including Questions, Addendums to Quote packet or Contract Documents & Bid Response Submission Are Required by Email**

- 7.1 Any and all inquiries pertaining to Contract Documents or process of responding, addendums to documents required for Quoters or Contractors, and submission of Bid Responses need to be made via email to the Office of Community Development, Allen Wiseley Planner 1 at [awiseley@muncie.in.gov](mailto:awiseley@muncie.in.gov). Any response will be made via email to all Quoters.
- 7.2 If any person submitting a bid proposal for work is in doubt as to true meaning of any part of Contract Documents, he may submit request for an interpretation made via email to the Office of Community Development, Allen Wiseley Planner 1 at [awiseley@muncie.in.gov](mailto:awiseley@muncie.in.gov). Any interpretation of such Contract Documents will be made to addendum issued.
- 7.3 Addendum may be issued by the Office of Community Development no later than 4:00 p.m. on the Monday prior to the Bid opening date. Any addendums will be emailed to each Quoter or Quoter's Attorney-in-fact who attended the mandatory Pre-bid Conference. Addendums will NOT be faxed or mailed. When issued, the addendums become part of the Quote packet and Contract Documents. Receipt of these addendums, when issued, should be noted on the Bid Form. Failure to note receipt of such addendums does NOT exempt Quoter from compliance with the addendum information or requirements.

## **ARTICLE 8. Withdrawal of Bid Proposal**

Any quoter may withdraw his bid proposal at any time until scheduled time for receipt of bid proposals. No bid proposal shall be withdrawn after scheduled time for receipt of bid proposals without consent of Owner for a period of 60 days.

## **ARTICLE 9. Award of Contract - Rejection of Bids**

- 9.1 The Owner intends not to award the Contract to any quoter who does not furnish satisfactory evidence that he has the ability and experience in this class of work, and that he has sufficient capital and plant to enable him to procure the same successfully and to complete the work in the time named in the proposal. The Board reserves the right to reject any and all bids.
- 9.2 The award of Contract will be made to the lowest and/or best quoter in accordance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. Under the provisions of Section 3, businesses that qualify may be eligible for preference in the awarding of contracts.
- 9.3 The Contract shall be deemed as having been awarded when the Owner has officially acknowledged award of the Contract.
- 9.4 The Owner reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejections or waiver is in the interest of the Owner.

## **ARTICLE 10. Execution of Contract - Performance and Payment Bond**

- 10.1 The successful quoter will be notified and required to attend a Pre-Construction Conference where the Contract shall be executed. Prior to executing the Contract, however, the successful quoter shall submit the following documents which will become a part of the Contract Documents. Should the successful quoter fail to produce the following documents, he shall forfeit his right to form a contract with the Owner.
  - A. Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements.
  - B. Current Certificate of Insurance (see Article 11 for insurance requirements)
  - C. Contracts awarded in excess of \$75,000.00 shall automatically require a One Year Performance and Payment Bond which shall be delivered by the successful quoter to the Owner at the Pre-Construction Conference. Upon execution of the Contract, the Bid Security shall be returned.
- 10.2 The successful Quoter will execute the Contract with the City within seven (7) days of being notified via email by the City that the contract is prepared, awaiting signatures. A Notice to Proceed will be issued when the Contract is signed.

## **ARTICLE 11. Insurance and Legal Responsibility**

- 11.1 The Contractor shall not commence any work until he obtains, at his own expense, all required insurance. Such insurance must have the approval of the Owner as to limit, form, and amount. The Contractor will not permit any Subcontractor to commence work on this project until the same insurance requirements have been complied with by each Subcontractor. The Contractor or Insurance Company shall furnish proof that said insurance company is bondable.
- 11.2 The type of insurance the Contractor is required to obtain and maintain for the full period of the Contract will be Workmen's Compensation Insurance, Comprehensive General Liability Insurance, and Builder's Risk "All-Risk" Insurance (see 10.7).
- 11.3 If the Contractor or any Sub-contractor claims exemption from the Workers Compensation Insurance requirement based on contract-employee status, a current and valid certificate of exemption issued by the Indiana Department of Revenue and duly stamped by the Worker's Compensation Board of Indiana will need to be submitted to the City (See Appendix).
- 11.4 The Contractor shall carry or require that there be carried Manufacturer's and Contractor's Public Liability Insurance with limits of \$100,000/\$300,000 to the City of Muncie, Contractor or his Sub-Contractor against claims for injury to death of one or more persons due to fire, explosion and all other accidents which may occur or result from operations under the Contract on or off the premises. Such insurance shall cover the use of all equipment, hoists, and motor vehicles on the site or going to and from the site.
- 11.5 Each and every employee of the Contractor and the Sub-contractor are exclusive employees of the Contractor or Sub-contractor.
- 11.6 The Contractor will name the City as an additional insured and hold the City harmless on all aspects of the performance of this Contract.
- 11.7 The Contractor shall furnish evidence of Insurance providing the following coverages and limits:

<b>Coverage</b>	<b>Limits</b>
Comprehensive General Liabilities (including Contractual)	\$500,000 each person \$500,000 each accident \$1,000,000 aggregate
Property Damage	\$500,000 each person \$1,000,000 aggregate or \$500,000 CSL Bodily Injury and Property Damage
Workmen's Compensation	Statutory
Employer's Liability	\$250,000
Automobile Liability/Bodily Injury	\$500,000 each person



\$500,000 each accident

Umbrella

\$1,000,000

#### **ARTICLE 12. Notice to Proceed**

Contractor shall commence work immediately following the receipt of Notice to Proceed. The work of the Contract shall be completed within the period of time indicated in the Contract.

#### **ARTICLE 13. Tax Exemptions**

No state sales tax is due or payable on any material furnished to the project. A Sales Tax Exemption form will be furnished by the Department upon request.

#### **ARTICLE 14. Unavailability of Materials**

- 14.1 Bids must be based on the use of materials specified, subject to the provisions of any addenda issued. If the Contractor is unable to furnish or use any of the materials or equipment specified because of any order by a governmental agency limiting the manufacturer or use, or because the supply situation in the general market for such materials or equipment is affected, the Contractor shall offer substitutes therefore. The substitutes shall be suitable for the purpose, considering the factors of quality, serviceability, appearance, and maintenance. No substitute shall be used until it has been approved by the project inspector.
- 14.2 No consideration will be given to the use of substitutes on account of market conditions, unless the Contractor demonstrates that for the item in question, he placed his order and submitted shop drawings without delay; that he has shown due diligence in attempting to locate the item as specified; and that the unavailability is due to market conditions in general throughout the particular industry.
- 14.3 If substitutes are used in the work, the compensations to be paid the Contractor shall be subject to review and adjustment. As a general principle, if the Project Inspector shall determine that the substitute will be less satisfactory, the Contractor shall allow a credit to the Owner. Only under unusual circumstances shall there be an increase in compensation to the Contractor. Adjustments will be based on the cost of the appropriate items at the time the bids were opened.

#### **ARTICLE 15. Change in Scope of Project**

The Owner reserves the right to re-bid any portion of this project when alterations of design or the scope of the work is expanded to such a degree that additional costs are anticipated to exceed 10% of the Contract amount.

#### **ARTICLE 16. Change Orders**

Contractor will NOT be allowed any extra compensation for any matter or thing which Contractor could reasonably ascertain or acquaint him/her/itself prior to bidding. No change

order will be recognized without prior approval of the Owner. If the Contractor performs any work prior to receiving approval of the Owner, any such work will be at his own expense, and the Owner shall not consider any request for reimbursement.

#### **ARTICLE 17. Right of Access**

The quoter, if awarded the Contract for this project, agrees that the representatives of the Environmental Protection Agency, the State of Indiana, and all other regulatory agencies will have access to the work whenever it is in preparation or progress, and that the Contractor will provide facilities for such access and inspections.

#### **ARTICLE 18. Night and Weekend Work**

No night or weekend work (Saturday and Sunday) requiring the presence of a Project Supervisor Inspector will be permitted except in case of emergency, and then only to such extent as it is absolutely necessary, and with written approval of the Project Supervisor.

#### **ARTICLE 19. Safety and Health Regulations**

The successful quoter shall be responsible for all obligations prescribed as employer obligations under Chapter XVII of Title 29 Code of Federal Regulations, Part 1926, otherwise known as "Safety and Health Regulations for Construction."

#### **ARTICLE 20. Suspension of Work by Owner**

The Project Supervisor or Inspector shall have the authority to suspend the work, wholly or in part, for such period or periods as he may deem necessary due to unsuitable weather or such other conditions as are considered detrimental to carrying out the provisions of the Contract. Additionally, the work or any portion thereof may be suspended at any time at the discretion of the Project Supervisor or Project Inspector. This stop order will be followed by written notice and reason for the stoppage.

#### **ARTICLE 21. General Contractor's Liability**

Liability of Contractor for Employees: Each and every employee of the Contractor and each and every one of his Sub-contractors engaged in the said work shall for all purposes be deemed and taken to the exclusive servants of the Contractor and not for any purpose or in any manner be relieved from responsibility or liabilities on account of any fault or delay in the execution of the said work, or any part thereof, by any such employee, or any such Subcontractor, or any material men whatsoever.

#### **ARTICLE 22. Intent of the Contract Documents**

22.1 The Notice to Quoters, Instructions to Quoters, Contract, and Specifications/Scope of Work are complementary and what is called for by one shall be as binding as if called for by all. The intention of the Contract Documents is to include in the Contract price of all

labor and materials, water, fuel, tools, plants, equipment, light, transportation and all other expenses as may be necessary for the proper execution of the work.

- 22.2 In interpreting the Contract Documents, words describing material or work which have well known technical or trade meanings unless otherwise specifically defined in the Contract Documents shall be construed in accordance and with such well known meanings recognized by registered engineers and the trade.

#### **ARTICLE 23. Compliance with the Law**

Contractor is responsible for providing all notices, payment of all fees, and complying with all laws, ordinances, rules, and regulations bearing on the performance of the work.

#### **ARTICLE 24. Public Rights-of-Way**

In public thoroughfares, all operations of the Contractor, including those of temporary nature, must be confined within the applicable right-of-way limits. If the methods of construction employed by the Contractor are such as to require the use of land beyond the public thoroughfares, he shall make his own agreements with the property owners affected for the use of such additional land. The City Engineering Department shall be notified of any agreements for additional land use, and a copy of said agreements shall be provided to the Engineer upon request.

#### **ARTICLE 25. Existing Utilities**

All existing public and private utility systems which conflict with the construction of the work herein described shall be relocated or temporarily removed and replaced as required. Such relocating or temporary removal and replacement shall be accomplished at the expense of the Contractor and the work shall be done by the public or private utility unless the utility approves in writing that the work may be done by the Contractor.

#### **ARTICLE 26. Utility Protection**

Public and private utilities: It shall be the duty of the Contractor to make final and exact determination of the location and extent of all utilities and he will be liable for any expense resulting from damage to these utilities.

#### **ARTICLE 27. Interference with and Protection of Streets**

- 26.1 The Contractor shall not close any portion of a street, road, or private way without obtaining permits therefore from the proper authorities and without notifying the Police Department, Fire Department, Hospitals, Ambulance Services, etc., at least seventy-two (72) hours prior to the closing. If any street or private way shall be rendered unsafe by the Contractor's operations, he shall make such repairs or provide such temporary ways or guards as shall be acceptable to the City Engineer.

- 26.2 Streets, roads, private ways, walks, and alleys shall be maintained passable by the Contractor at his expense, and the Contractor shall assume full responsibility for the adequacy and safety of provisions made.
- 26.3 Where construction necessitates the temporary removal of mailboxes used by the U.S. Postal Service, said mailboxes shall be replaced within twenty-four (24) hours after filling in excavated or disturbed areas to an equal or better condition to the satisfaction of the City Engineer.

#### **ARTICLE 28. Protection to Property**

Materials delivered shall be neatly, safely and compactly piled up along the sides of the roadway in which the improvements are located or adjacent thereto, as the Engineer may direct in such a manner as to cause the least inconvenience and damage to property and to the general public, and not within fifteen (15) feet of any fire hydrant. Public and private drives, street crossings, and walkways shall be kept open to the greatest degree possible.

#### **ARTICLE 29. Barricades**

The Contractor shall provide adequate signs, barricades, warning lights and watchmen and take all necessary precautions for the protection of the work and the safety of the public. All barricades and obstructions shall be protected at night by suitable signal lights which shall be kept burning from sunset to sunrise. Barricades shall be of substantial construction and shall be painted such as to increase their visibility at night. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction, barricades, or detours exist. A snow fence shall be placed around all excavation at night and any time no one is working at the site.

#### **ARTICLE 30. Public Convenience**

The Contractor shall at all times so conduct his work as to ensure the least possible obstruction to traffic and inconvenience to the general public and residents in the vicinity of the work, and to ensure the protection of person and property. No road or street shall be closed to the public except with the permission of the proper authorities. Fire hydrants on or adjacent to the work shall be kept accessible to fire fighting equipment at all times.

1 **PUBLIC FACILITY CONSTRUCTION CONTRACT**  
2 **PROJECT TITLE**

3  
4 This Contract made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the Office of Community  
5 Development, City of Muncie, Indiana, (hereinafter referred to as the "Owner"),  
6 \_\_\_\_\_, (hereinafter referred to as the "Subrecipient"), and \_\_\_\_\_, (hereinafter  
7 referred to as the "Contractor").  
8

9 **WITNESSETH**

10  
11 That for and in consideration of the mutual covenants herewith enumerated, the Owner does  
12 hereby hire and employ the Contractor to furnish all materials, equipment and labor  
13 necessary to fully perform, and complete the construction described as follows:  
14  
15

---

16 **AS PER SPECIFICATIONS**

17 Construction will be performed according to the plans, standard specifications, drawings and  
18 any additional specifications which are on file in the office of Community Development, City  
19 of Muncie (hereinafter referred to as CD) and will also reflect any supplemental, general, or  
20 special provisions either set out or referred to in the Contractor's bid proposal to the Owner.  
21 The Contractor will be paid upon completion of this work, when done to these specifications.  
22 Instructions to Bidders and provisions referred to herein are made a part of this Contract the  
23 same as herein fully set forth. The Owner and Contractor expressly agree that CD shall have  
24 full authority to directly enforce the terms and conditions of this Contract for and on behalf  
25 of the Owner. Additionally, they agree that CD shall possess each and every right afforded  
26 to the Owner by this Contract, as well as any other right specifically provided herein.  
27

28 **CONTRACT DOCUMENTS AND SPECIFICATIONS**

29  
30 Work to be performed shall be in accordance with drawings and specifications included with  
31 this bid packet and prepared by the Owner, Subrecipient, or their duly authorized architect(s)  
32 or engineer(s).  
33

34 **SPECIFICATIONS / SUMMARY OF WORK**

35 The detailed project scope of work and specifications are included in ATTACHMENT  
36 \_\_\_\_.  
37

38 **ARTICLE 1. Compensation**

39 The Owner agrees to pay to the Contractor the sum of \$ \_\_\_\_\_ () based on the  
40 estimate unit quantities at the specified unit prices stated on the Contractor's attached  
41 proposal. The Contractor's attention is drawn to the fact that the estimate of quantities of  
42 work to be done and materials to be furnished as shown on the proposal form is

1 approximate, and is given only as a basis of calculation upon which the award of the  
2 contract is made. Final contract amount will be determined by actual measured quantities  
3 of work in place by a duly authorized representative of the Engineering Department. The  
4 Contractor shall not plead misunderstanding or deception because of these quantities, or  
5 because of the character, location, or other conditions pertaining thereto. Actual  
6 quantities paid for will be at the contract unit price or prices; or otherwise as agreed upon  
7 by the Contractor or the Owner. The right is reserved for the Owner to increase or  
8 decrease any or all of the above-mentioned quantities of work or to omit certain quantities,  
9 as it may deem necessary.

10  
11 **ARTICLE 2. Time of Performance**

12 The Contractor hereby agrees to commence work under this Contract within 30 days  
13 following the signing of this contract. Starting from the date of such conference, the  
14 Contractor has 30 days in order to complete the project and to remove all surplus materials  
15 and other clean-up work as so ordered by the Department.

16  
17 **ARTICLE 3. Contract Security**

18  
19 Contract Security on this contract will consist of material and payment bond. On  
20 Contracts exceeding \$75,000.00 the Contractor shall furnish a performance bond in an  
21 amount of 100% of the Contract Price as security for faithful performance of the contract  
22 for a period of one year. Such security must be furnished at the Pre-Construction  
23 Conference. Such surety must be signed by an approved Surety (Sureties) that is  
24 registered with the Indiana Department of Insurance and appears on the current List of  
25 Certified Companies for the State of Indiana published by the U.S. Bureau of the Fiscal  
26 Service.

27  
28 **ARTICLE 4. Insurance**

29 The Contractor shall not commence any work until he obtains, at his own expense, all  
30 required insurance. Such insurance shall name the City as an additional named insured with  
31 regard to the operation(s) being performed, and insert a clause holding the City harmless.  
32 The Contractor will not permit any Subcontractor to commence work on this project until the  
33 same insurance requirements have been complied with by each Subcontractor. The  
34 Contractor shall furnish evidence of Insurance providing the following coverage and limits:

<b>Coverage</b>	<b>Limits</b>
36 Comprehensive General Liabilities 37 (Including Contractual)	\$500,000 each person \$500,000 each accident \$1,000,000 aggregate
40 Property Damage	\$500,000 each person \$1,000,000 aggregate Or \$500,000 CSL Bodily Injury & Property Damage

41  
42  
43  
44

1	Workmen's Compensation	Statutory
2		
3	Employer's Liability	\$250,000.00
4		
5	Automobile Liability/Bodily Injury	\$500,000 each person
6		\$500,000 each accident
7		
8	Excess (Umbrella)	\$1,000,000
9		

10 The Contractor and Subcontractor(s) are required to maintain the above insurance  
 11 requirement until the project is completed and final payment is issued.

12  
 13 **ARTICLE 5. Termination for Default or Convenience**

14 5.1 The Department may terminate this Contract, in whole or in part, at any time by  
 15 written notice to the Contractor. The Contractor shall be paid its costs, including  
 16 Contract close-out costs and profit on work performed up to the time of termination.  
 17 The Contractor shall promptly submit its termination claim to be paid to the Owner. If  
 18 the Contractor has any property in its possession belonging to the City, the  
 19 Contractor will account for the same, and dispose of it in the manner the Owner  
 20 directs. The parties agree that the Owner shall not be liable for the cost of the  
 21 Contractor doing business, his overhead, or salaries if this Contract is terminated.

22 5.2 If the Contractor fails to perform in the manner called for in this Contract, or if the  
 23 Contractor fails to comply with any other provisions of this Contract, the Department  
 24 may terminate this Contract for default. Termination shall be affected by serving a  
 25 "Notice of Termination" on the Contractor setting forth the manner in which the  
 26 Contractor is in default. The Contractor will only be paid the Contract price for  
 27 services performed in accordance with the manner of performance set forth in this  
 28 Contract.

29 5.3 In the event of a strike, fire, flood, or events which are not the fault of the Contractor,  
 30 or events that make it impossible or impractical for the Contractor to complete said  
 31 work on schedule, the Department, after setting up a new performance schedule,  
 32 may allow the Contractor to continue work, or may treat the said events as a  
 33 termination for convenience.

34  
 35 5.4 In accordance with 24 CFR 85.44 *Termination for Convenience*, this Agreement  
 36 may also be terminated for convenience by either CD or the Contractor, in whole  
 37 or in part, by setting forth the reasons for such termination, the effective date,  
 38 and, in the case of partial termination, the portion to be terminated. However, if in  
 39 the case of a partial termination, CD determines that the remaining portion of the  
 40 award will not accomplish the purpose for which the award was made; CD may  
 41 terminate the award in its entirety.

42  
 43 **ARTICLE 6. Equal Employment Opportunity (Executive Order 11246)**

44 During the performance of this contract, the Contractor agrees as follows:

- 1 6.1 The Contractor will not discriminate against any employee or applicant because of  
2 race, creed, color, age, sex, handicap or national origin. The Contractor will take  
3 affirmative action to ensure that applicants are employed and that employees are  
4 treated during employment without regard to their race, religion, color, sex, age,  
5 handicap, familial status or national origin. Such action shall include, but not be  
6 limited to the following: Employment, upgrading, demotion or transfer; recruitment  
7 advertising, layoff or termination, rates of pay or other forms of compensation, and  
8 selection for training, including apprenticeship. The Contractor agrees to post in  
9 conspicuous places, available to employees and applicants for employment, notices,  
10 to be provided, setting forth the provisions of this nondiscrimination clause.
- 11 6.2. The Contractor will, in all solicitations or advertisements for employees place by or  
12 on behalf of the Contractor, state that all qualified applicants will receive  
13 consideration for employment without regard to race, religion, color, sex, age,  
14 handicap, familial status or national origin.
- 15 6.3 The Contractor will send to each labor union or representative of workers with which  
16 he has a collective bargaining agreement of other contract or understanding, a notice  
17 advising the said labor union or worker's representatives of commitments under this  
18 section, and shall post copies of the notice in conspicuous places available to  
19 employees and applicants for employment.  
20
- 21 6.4 The Contractor will not discriminate against any employee or applicant for  
22 employment because he or she is a disabled veteran or a veteran of the Vietnam Era  
23 in regard to any position for which the employee or applicant for employment is  
24 qualified. The Contractor agrees to take affirmative action to employ, advance in  
25 employment, and otherwise treat qualified disabled veterans and veterans of the  
26 Vietnam Era without discrimination based upon their disability or veteran status in all  
27 employment practices such as the following: employment upgrading, demotion or  
28 transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of  
29 compensation, and selection for training, including apprenticeship.
- 30 6.5 The Contractor will comply with all provisions of E.O. 11246, "Equal Employment  
31 Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246  
32 Relating to Equal Employment Opportunity," and as supplemented by regulations at  
33 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal  
34 Employment Opportunity, Department of Labor." No segregated facilities will be  
35 maintained as required by Title VI of Civil Rights Acts of 1964.
- 36 6.6 The Contractor will furnish all information and reports required by E.O. 11246, "Equal  
37 Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order  
38 11246 Relating to Equal Employment Opportunity," and as supplemented by  
39 regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs,  
40 Equal Employment Opportunity, Department of Labor.", and will permit access to his  
41 book, records, time cards, and accounts by the administering agency and the  
42 Secretary of Labor for the purposes of investigation to ascertain compliance with  
43 such rules, regulations and orders.



1 6.7 In the event of the Contractor's non-compliance with the non-discriminatory clauses  
2 of this Contract or with any of the said rules, regulations or orders, this Contract may  
3 be cancelled, terminated, or suspended in whole or in part and the Contractor may  
4 be declared ineligible for further grantee contracts or Federally assisted construction  
5 contracts in accordance with procedures authorized in Executive Order 11246 of  
6 September 24, 1965, and such other sanctions may be imposed and remedies  
7 invoked as provided in E.O. 11246, "Equal Employment Opportunity," as amended  
8 by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment  
9 Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of  
10 Federal Contract Compliance Programs, Equal Employment Opportunity,  
11 Department of Labor."

12 6.8 The Contractor will include the portion of the sentence immediately preceding  
13 paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract  
14 or purchase order unless exempted by rules, regulations or orders of the Secretary  
15 of Labor issued pursuant to Section 204 of E.O. 11246, "Equal Employment  
16 Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246  
17 Relating to Equal Employment Opportunity," and as supplemented by regulations at  
18 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal  
19 Employment Opportunity, Department of Labor.", so that such provisions will be  
20 binding upon each subcontractor or vendor. The Contractor will take such action with  
21 respect to any subcontract or purchase order as the administering agency may direct  
22 as a means of enforcing such provisions, including sanctions for noncompliance.  
23 Provided, however, that in the event a contractor becomes involved in, or is  
24 threatened with, litigation with a subcontractor or vendor as a result of such direction  
25 by the administering agency, the Contractor may request the United States to enter  
26 into such litigation to protect the interests of the United States.  
27

## 28 **ARTICLE 7. Federal Labor Standards Provisions**

29 The most recent labor wage decision is included in ATTACHMENT B.  
30

31 7.1 **Applicability.** The project to which the work covered by this Contract pertains is  
32 being assisted by the United States of America and the following Federal Labor  
33 Standards Provisions are included in this Contract pursuant to the provisions  
34 applicable to such Federal Assistance.

35 7.2 **Minimum Wage Rates and Laborers.** All laborers and mechanics employed under  
36 the work covered by this Contract shall be paid unconditionally and not less than  
37 once each week. This will be without subsequent deductions as are permitted by the  
38 applicable regulations issued by the Secretary of Labor, United States Department  
39 of Labor pursuant to the Anti-kickback Act hereinafter identified. They must be paid  
40 the full amount due at time of payment computed at wage rates not less than those  
41 contained in the wage determination decision of said Secretary of Labor (a copy of  
42 which is attached and herein incorporated by reference). This amount must be paid  
43 regardless of any contractual relationship, which may be alleged to exist between the  
44 Contractor or any subcontractor and such laborers and mechanics. For all contracts

1 and subcontractors executed for projects that have been determined to require  
2 Davis-Bacon wages, the contractor or subcontractor shall comply with the Davis-  
3 Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor  
4 regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts  
5 Governing Federally Financed and Assisted Construction"). Under this Act,  
6 contractors shall be required to pay wages to laborers and mechanics at a rate not  
7 less than the minimum wages specified in a wage determination made by the  
8 Secretary of Labor. In addition, contractors shall be required to pay wages not less  
9 than once a week. For the purpose of this clause, contributions made or costs  
10 reasonably anticipated under Section 1(b)(2) of the Davis-Bacon Act on behalf of  
11 laborers or mechanics are considered wage paid to such laborers or mechanics,  
12 subject to the provisions of Section 5.5 (a)(1)(iv) of Title 29, Code of Federal  
13 Regulations. Also for the purpose of this clause, regular contributions made or costs  
14 incurred for more than a weekly period, are deemed to be consecutively made or  
15 incurred during such weekly periods.

16 **7.3 Underpayment of Wages or Salaries.** The Department reserves the right to  
17 request canceled checks or other supporting documentation to verify that amounts  
18 reflected on certified payrolls were indeed paid to employees. When requested, such  
19 documentation will be presented to the Board prior to release of final payment. In  
20 case of underpayment of wages by the Contractor or subcontractor to laborers or  
21 mechanics employed by the Contractor or subcontractor upon the work covered by  
22 this Contract, the Department, in addition to such other rights as may be afforded it  
23 under this Contract, shall withhold from the Contractor, out of any payments due the  
24 Contractor, so much thereof as the Department may consider necessary to pay such  
25 laborers or mechanics the full amount of wages required by this Contract. The  
26 amount so withheld may be disbursed by the Department, for and on account of the  
27 Contractor or the subcontractor (as may be appropriate) to the respective laborers or  
28 mechanics to whom the same is due or on their behalf to plans, funds, or programs  
29 for any type of fringe benefit prescribed in the applicable wage determination.

30 **7.4 Anticipated Costs of Fringe Benefits.** If the Contractor does not make payments  
31 to a trustee or other third party, he/she may consider as part of the wages of any  
32 laborer or mechanic the amount of any costs reasonable anticipated in providing  
33 fringe benefits under a plan or program of a type expressly listed in the wage  
34 determination decision of the Secretary of Labor which is part of this Contract;  
35 provided, however, the Secretary of Labor has found, upon the written request of the  
36 Contractor, that the applicable standards of the Davis-Bacon Act have been met. The  
37 Secretary of Labor may require the Contractor to set aside in a separate account  
38 assets for the meeting of obligations under the plan or program. A copy of any finding  
39 made by the Secretary of Labor in respect to fringe benefits being provided by the  
40 Contractor must be submitted to the Board with the first payroll filed by the Contractor  
41 subsequent to receipt of the findings.

42  
43 **7.5 Overtime Compensation Required by Contractor Work Hours and Safety**  
44 **Standards Act (76 Stat. 357-360: Title U.S.C., Section 327-332)**

- 1 A. **Overtime Requirements.** No Contractor or subcontractor contracting for any  
2 part of the Contract work which may require or involve the employment of  
3 laborers of mechanics, including watchmen and guards, shall require or  
4 permit any laborer or mechanic in any work week in which he is employed on  
5 such work to work in excess of forty (40) hours in such work week unless such  
6 laborer or mechanic receives compensation at a rate not less than one and  
7 one-half times the basic rate of pay for all hours worked in excess of 40 hours  
8 in such work week, as the case may be.
- 9 B. **Violation.** Liability for unpaid wage liquidated damages. In the event of any  
10 violation of the clause set forth in paragraph (a) the Contractor and any  
11 subcontractor responsible therefore shall be liable to: (1) Any affected  
12 employee for his/her unpaid wages, and (2) The United States for liquidated  
13 damages. Such liquidated damages shall be computed with respect to each  
14 individual laborer and mechanic employed in violation of the clause set forth  
15 in paragraph (a) in the sum of \$10.00 for each calendar day on which such  
16 employee was required or permitted to work in excess of the standard work-  
17 week of forty (40) Hours without payment of the overtime wages required by  
18 the clause set forth in paragraph (a). This amount may be deducted from final  
19 payment to the Contractor.
- 20 C. **Withholding for Liquidated Damages.** The Owner shall withhold or cause  
21 to be withheld, from any monies payable on account of work performed by the  
22 Contractor or subcontractor, such sums as may administratively be  
23 determined to be necessary to satisfy any liabilities of such Contractor or  
24 subcontractor for liquidated damages as provided in the clause set forth in  
25 paragraph (b).
- 26 D. **Subcontractors.** The Contractor shall insert in any subcontracts the clauses  
27 set forth in paragraphs (a)(b) of this Section and also a clause requiring the  
28 subcontractor to include these clauses in any lower tier subcontracts which  
29 they may enter into, together with a clause requiring this insertion in any  
30 further subcontract that may in turn be made.

## 31 7.6 Employment of Apprentices/Trainees

- 32 A. **Apprentices.** Apprentices will be permitted to work at less than the  
33 predetermined rate for the work they performed when they are employed and  
34 individually registered with the U.S. Department of Labor, Manpower  
35 Administration, Bureau of Apprenticeship and Training, or with a State  
36 Apprenticeship Agency recognized by the Bureau, or if a person is employed  
37 in his first ninety (90) days of probationary employment as an apprentice in  
38 such an Apprenticeship Agency (where appropriate) to be eligible for  
39 probationary employment as an apprentice. The allowable ratio of  
40 apprentices to journeymen in any craft classification shall not be greater than  
41 the ratio permitted to the Contractor as to his/her entire work force under the  
42 registered program. Any employee listed on a payroll at an apprentice wage  
43 rate, who is not a trainee as defined in subdivision (2) of this subparagraph or  
44 is not registered or otherwise employed as stated above, shall be paid the

1 wage rate determined by the Secretary of Labor for the classification of work  
2 he/she actually performed. The Contractor or subcontractor will be required  
3 to furnish to the contracting officer or a representative of the Wage Hour  
4 Division of the U.S. Department of Labor written evidence of the registration  
5 of his/her program and apprentices as well as the appropriate ratios and wage  
6 rates (expressed in percentages of the journeymen hourly rates) for the area  
7 of construction prior to using any apprentices on the Contract work. The wage  
8 rate paid to apprentices shall be not less than the appropriate percentage of  
9 the journeymen's rate contained in the applicable wage determination.

10 B. **Trainees.** Except as provided in 29 CFR 5.15, trainees will not be permitted  
11 to work at less than the predetermined rate for the work performed unless they  
12 are employed pursuant to and individually registered in a program which has  
13 received prior approval, evidenced by formal certification, by the U.S.  
14 Department of Labor, Manpower Administration, Bureau of Apprentice and  
15 Training. The ratio of trainees to journeymen shall not be greater than  
16 permitted under the plan approved by the Bureau of Apprenticeship and  
17 Training. Every trainee must be paid at not less than the rate specified in the  
18 approved program for his/her level of progress. Any employee listed on the  
19 payroll at a trainee rate who is not registered in participating in a training plan  
20 approved by the Bureau of Apprenticeship and Training shall be paid not less  
21 than the wage rate determined by the Secretary of Labor for the classification  
22 of work he actually performed. The Contractor or subcontractor will be  
23 required to furnish the contracting officer or a representative of the Wage-Hour  
24 Division of the U.S. Department of Labor written evidence of the certification  
25 of his/her program, the registration of the trainees, and the ratio and wage  
26 rates prescribed in that program. In the event the Bureau of Apprenticeship  
27 and Training withdraws approval of a training program, the Contractor will no  
28 longer be permitted to utilize trainees at less than the applicable  
29 predetermined rate for the work performed until an acceptable program is  
30 approved.

31 C. **Equal Employment Opportunity.** The utilization of apprentices, trainees  
32 and journeymen under this part shall be in conformity with the equal  
33 employment opportunity requirements of Executive Order 11246, as  
34 amended, and 29 CFR Part 30.

35 7.7 **Employment of Certain Persons Prohibited.** No person under the age of sixteen  
36 years and no person who, at the time, is serving sentence in a penal or correctional  
37 institution shall be employed on work covered by this Contract.

38 7.8 **Regulations Pursuant to So-Called "Anti-Kickback Act".** The Contractor shall  
39 comply with the applicable regulations of the Secretary of Labor, United States  
40 Department of Labor, made pursuant to the So-called "Anti-Kickback Act" of June  
41 13, 1934, \*48 Stat/ 948" 862; Title 40 U.S.C., Section 276(c), as supplemented by  
42 Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors  
43 on Public Building or Public Work Financed in Whole or in Part by Loans or Grants  
44 from the United States") and any amendments or modifications thereof shall cause  
45 appropriate provisions to be inserted in subcontracts to ensure compliance

1 therewithal by all subcontractors subject thereto, and shall be responsible for the  
2 submission of affidavits required by subcontractors thereunder, except as for the  
3 submission of affidavits required by subcontractors thereunder, except as said  
4 Secretary of Labor may specifically provide for reasonable limitations, variations,  
5 tolerances, and exemptions from the requirements thereof. The Act provides that  
6 each contractor or sub recipient shall be prohibited from inducing, by any means, any  
7 person employed in the construction, completion, or repair of public work, to give up  
8 any part of the compensation to which he is otherwise entitled. The recipient shall  
9 report all suspected or reported violations to the Federal awarding agency.

10 **7.9 Employment of Laborers for Mechanics not Listed in Aforesaid Wage**  
11 **Determination Decision.** Any class of laborer or mechanic which is not listed in the  
12 wage determination and which is to be employed under the Contract will be classified  
13 or reclassified conformably to the wage determination by the Board and a report of  
14 the action taken shall be submitted by the Board through the Secretary of Housing  
15 and Urban Development, to the Secretary of Labor, United States Department of  
16 Labor. In the event the interested parties cannot agree on particular class of laborers  
17 and mechanics to be used, the question accompanied by the recommendation of the  
18 Board shall be referred, through the Secretary of Housing and Urban Development,  
19 to the Secretary of Labor for final determination.

20 **7.10 Fringe Benefits not expressed as Hourly Wage Rates.** The Owner shall require,  
21 whenever the minimum wage rate prescribed in the Contract for a class of laborers  
22 or mechanics includes a fringe benefit which is not expressed as an hourly wage rate  
23 and the Contractor is obligated to pay cash equivalent of such a fringe benefit, an  
24 hourly cash equivalent thereof to agree upon a cash equivalent to the fringe benefit,  
25 the question, accompanied by the recommendation of the Board, shall be referred,  
26 through the Secretary of Housing and Urban Development, to the Secretary of Labor  
27 for determination.

28 **7.11 Posting Wage Determination Decisions and Authorized Wage Deduction.** The  
29 applicable wage poster of the Secretary of Labor, United States Department of Labor,  
30 and the applicable wage determination decisions of said Secretary of Labor with  
31 respect to the various classifications of laborers and mechanics employed and to be  
32 employed upon the work covered by this Contract, and a statement showing all  
33 deductions, if any, in accordance with the provisions of this Contract, to be made  
34 from wages actually earned by persons so employed in such classifications, shall be  
35 posted at appropriate conspicuous points at the site of the work.

36 **7.12 Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic  
37 to whom the wage, salary, or other labor standards provisions of this Contract are  
38 applicable shall be discharged or in any other manner discriminated against by the  
39 Contractor or any subcontractor because such employee filed any complaint or  
40 instituted or caused to be instituted any proceeding or has testified or is about to  
41 testify in any proceeding under or relating to the labor standards applicable under  
42 this Contract to his/her employer.

43 **7.13 Claims and Disputes Pertaining to Wage Rates.** Claims and disputes pertaining  
44 to wage rates or to classifications of laborers and mechanics employed upon the

1 work covered by this Contractor shall be promptly reported by the Contractor in  
2 writing to the Department for referral by the latter to the Secretary of Housing and  
3 Urban Development to the Secretary of Labor, United States Department of Labor,  
4 whose decision shall be final with respect thereto.

5 **7.14 Questions Concerning Certain Federal Statutes and Regulations.** All questions  
6 arising under this Contract which relate to the application or interpretation of (a) the  
7 aforesaid Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act,  
8 (c) the aforesaid Davis-Bacon Act, (d) the regulations issued by the Secretary of  
9 Labor, United States Department of Labor, pursuant to said Acts, or (e) the labor  
10 standards provisions of any other pertinent Federal statute, shall be referred, through  
11 the Department and the Secretary of Housing and Urban Development, to the  
12 Secretary of Labor, United States Department of Labor, for said Secretary's  
13 appropriate ruling or interpretation which shall be authoritative and may be relied  
14 upon for the purposes of this Contract.

15 **7.15 Payrolls and Basic Payroll Records of Contractor and Subcontractors.** The  
16 Contractor and each subcontractor shall prepare his/her payrolls on forms  
17 satisfactory to and in accordance with instructions to be furnished by the Owner. The  
18 Contractor shall submit weekly to the Department certified copies of all payrolls of  
19 the Contractor and the subcontractors, it being understood that the Contractor shall  
20 be responsible for the submission of copies of payrolls of all subcontractors. Each  
21 such payroll shall contain the "Weekly Statement of Compliance" set forth in Section  
22 3.3 of title 29, Code of Federal Regulations. The payrolls, time cards, and basic  
23 payroll records of the Contractor and each subcontractor covering all laborers and  
24 mechanics employed upon the work covered by the Contract shall be maintained  
25 during the course of the work and preserved for a period of three years thereafter.  
26 Such payrolls and basic payroll records shall contain the name and address of each  
27 such employee, his/her correct classification(s), rate of pay (including rates of  
28 contributions or costs anticipated of the types described in Section 1 (b)(2) of the  
29 Davis-Bacon Act), daily and weekly number of hours worked in each classification,  
30 deductions made, and actual wage paid. In addition, whenever the Secretary of  
31 Labor has found under Section 5.5 (a)(1)(iv) of Title 29, Code of Federal Regulations,  
32 that the wages of any laborer or mechanic include the amount of any costs  
33 reasonably anticipated in providing benefits under a plan or program described in  
34 Section 1 (b)(2)(b) of the Davis-Bacon Act, the Contractor or subcontractor shall  
35 maintain records which show that the commitment to provide such benefits is  
36 enforceable, that the plan or program is financially responsible, and that the plan or  
37 program has been communicated in writing to the laborers or mechanics affected,  
38 and records which show the costs anticipated or the actual cost incurred providing  
39 benefits. The Contractor and each subcontractor shall make his employment records  
40 and time cards with respect to persons employed by him/her under the work covered  
41 by this Contract, available for inspection by authorized representatives of the  
42 Secretary of Housing and Urban Development, the Board and U.S. Department of  
43 Labor. Such representatives shall be permitted to interview employees of the  
44 Contractor or of any subcontractor during working hours on the job. Such interviews  
45 shall be sufficient in scope to resolve satisfactorily questions concerning compliance.

1 7.16 **Specific Coverage of Certain Types of Work by Employees.** The transporting of  
2 materials and supplies to or from the site of the Project to which this Contract pertains  
3 by employees of the Contractor or of any subcontractor, and the manufacturing of  
4 furnishing of materials, articles, supplies, or equipment on the site of the Project to  
5 which this Contract pertains by persons employed by the Contractor or by any  
6 subcontractor, shall, for the purposes of this Contract, and without limiting the  
7 generality of the foregoing provisions of this Contract, be deemed to be work to which  
8 these Federal Labor Standards Provisions are applicable.

9 7.17 **Ineligible Contractors.** The Contractor shall not subcontract any part of the work  
10 covered by this Contract or permit subcontracted work to be further subcontracted  
11 without the Departments prior written approval of the subcontractor. The Owner will  
12 not approve any subcontractor for work covered by this Contract who is at the time  
13 ineligible under the provisions of any applicable regulations issued by the Secretary  
14 of Labor, United States Department of Labor, of the Secretary of Housing and Urban  
15 Development, to receive an award of such Contract.

16 7.18 **Provisions to be Included in Certain Subcontracts.** The Contractor shall include  
17 or cause to be included in each subcontract covering any of the work covered by this  
18 Contract, provisions which are consistent with these Federal Labor Standards  
19 Provisions and also a clause requiring the subcontractors to include such provisions  
20 in any lower tier subcontracts which they may enter into, together with a clause  
21 requiring such insertion in any further subcontracts that may in turn be made.

22 7.19 **Breach of Foregoing Federal Labor Standards Provision.** In addition to the  
23 causes for termination of this Contract as herein elsewhere set forth, the Department  
24 reserves the right to terminate this Contract if the Contractor or any Subcontractor  
25 whose subcontract covers any of the work covered by this Contract shall breach any  
26 of the Federal Labor Standards Provisions. A breach of these Labor Standards  
27 Provisions may also be grounds for debarment as provided by the applicable  
28 regulations issued by the Secretary of Labor, United States Department of Labor.  
29

30 **ARTICLE 8. Section 3 Clause - Contracts over \$200,000**

31 8.1 The work to be performed under this contract is subject to the requirements of section  
32 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u  
33 (section 3). The purpose of section 3 is to ensure that employment and other  
34 economic opportunities generated by HUD assistance or HUD-assisted projects  
35 covered by section 3, shall, to the greatest extent feasible, be directed to low- and  
36 very low-income persons, particularly persons who are recipients of HUD assistance  
37 for housing.

38 8.2 The parties to this contract agree to comply with HUD's regulations in 24 CFR part  
39 135, which implement section 3. As evidenced by their execution of this contract, the  
40 parties to this contract certify that they are under no contractual or other impediment  
41 that would prevent them from complying with the part 135 regulations.

42 8.3 The contractor agrees to send to each labor organization or representative of  
43 workers with which the contractor has a collective bargaining agreement or other

1 understanding, if any, a notice advising the labor organization or workers'  
2 representative of the contractor's commitments under this section 3 clause, and  
3 will post copies of the notice in conspicuous places at the work site where both  
4 employees and applicants for training and employment positions can see the  
5 notice. The notice shall describe the section 3 preference, shall set forth minimum  
6 number and job titles subject to hire, availability of apprenticeship and training  
7 positions, the qualifications for each; and the name and location of the person(s)  
8 taking applications for each of the positions; and the anticipated date the work shall  
9 begin.

10 8.4 The contractor agrees to include this section 3 clause in every subcontract subject to  
11 compliance with regulations in 24 CFR part 135, and agrees to take appropriate  
12 action, as provided in an applicable provision of the subcontract in this section 3  
13 clause, upon a finding that the subcontractor is in violation of the regulations in 24  
14 CFR part 135. The contractor will not subcontract with any subcontractor where the  
15 contractor has notice or knowledge that the subcontractor has been found in violation  
16 of the regulations in 24 CFR part 135.

17 8.5 The contractor will certify that any vacant employment positions, including training  
18 positions, that are filled (1) after the contractor is selected but before the contract is  
19 executed, and (2) with persons other than those to whom the regulations of 24 CFR  
20 part 135 require employment opportunities to be directed, were not filled to  
21 circumvent the contractor's obligations under 24 CFR part 135.

22 8.6 Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions,  
23 termination of this contract for default, and debarment or suspension from future HUD  
24 assisted contracts.

25 8.7 With respect to work performed in connection with section 3 covered Indian housing  
26 assistance, section 7(b) of the Indian Self-Determination and Education Assistance  
27 Act (25 U.S.C. 450e) also applies to the work to be performed under this contract.  
28 Section 7(b) requires that to the greatest extent feasible (i) preference and  
29 opportunities for training and employment shall be given to Indians, and (ii)  
30 preference in the award of contracts and subcontracts shall be given to Indian  
31 organizations and Indian-owned Economic Enterprises. Parties to this contract that  
32 are subject to the provisions of section 3 and section 7(b) agree to comply with  
33 section 3 to the maximum extent feasible, but not in derogation of compliance with  
34 section 7(b).

## 35 36 **ARTICLE 9. Retention, Audit, and Inspection of Records**

37 9.1 The Subrecipient and Contractor shall maintain all records required by the Federal  
38 regulations specified in 24 CFR 570.506 that are pertinent to the activities to be  
39 funded under this Agreement. Such records shall include but not be limited to:

40 A. Records providing a full description of each project undertaken, including work  
41 write-ups, picture of project asset or area, documentation on all necessary  
42 licenses and permits, and site visit/inspection reports (including final  
43 inspection);



- 1 B. Records demonstrating clientele eligibility for services provided, including, but  
2 not limited to, application, client name, address, number of household  
3 members, verification of income of all household members age 18 or older,  
4 percent of median income according to current published HUD Income Limits  
5 for Muncie MSA,
- 6 C. Records verifying property ownership, Beacon Report, current property taxes  
7 and sewage, proof of insurance;
- 8 D. Records documenting activities and services provided daily, such as client  
9 records and staff time cards or other CD-approved staff time records; When  
10 Subrecipient staff have work time unrelated to this contract and paid by other  
11 funding sources, time and payroll records shall demonstrate that funds from  
12 this contract are only paying for services covered herein.
- 13 E. Records to document demographics of program beneficiaries, including race  
14 and ethnicity.
- 15 F. Records documenting compliance with the fair housing and equal opportunity  
16 components of the CDBG program, including records of persons denied  
17 services and reason(s);
- 18 G. Financial records as required by 24 CFR 570.502, and 2 CFR 200.327  
19 (formerly 24 CFR 84.21-28), and record of disbursements from all funding  
20 sources for services under this Agreement; and
- 21 H. Other records necessary to document compliance with Subpart K of 24 CFR  
22 Part 570.

23 9.2 The Subrecipient and Contractor shall retain all financial records, supporting  
24 documents, statistical records, and all other records pertinent to the Agreement for a  
25 period of four (4) years. The retention period begins on the date of the submission of  
26 CD's annual performance and evaluation report to HUD in which the activities  
27 assisted under the Agreement are reported on for the final time.

28 A. Notwithstanding the above, if there are claims, litigation, audits, negotiations  
29 or other actions that involve any of the records cited and that have started  
30 before the expiration of the four-year period, then such records must be  
31 retained until completion of the actions and resolution of all issues, or the  
32 expiration of the four-year period, whichever occurs later.

33 9.3 The Subrecipient and Contractor understand that client information collected under  
34 this contract is private and the use or disclosure of such information, when not directly  
35 connected with the administration of CD's or Subrecipient's or Contractor's  
36 responsibilities with respect to services provided under this contract, is prohibited by  
37 the Privacy Act of 1974 as amended, unless written consent is obtained from such  
38 person receiving service and, in the case of a minor, that of a responsible  
39 parent/guardian.

40 9.4 The Subrecipient's and Contractor's obligation to CD shall not end until all close-out  
41 requirements are completed. Activities during this close-out period shall include, but  
42 are not limited to: making final payments, disposing of program assets (including the

1 return of all unused materials, equipment, unspent cash advances, program income  
2 balances, and accounts receivable to CD), submission of final Subrecipient and  
3 Contractors reports to CD, and determining the custodianship of records.  
4 Notwithstanding the foregoing, the terms of this Agreement shall remain in effect  
5 during any period that the Subrecipient and/or Contractor has control over CDBG  
6 funds, including program income.

7 9.5 All Subrecipient and Contractor records with respect to any matters covered by this  
8 Agreement shall be made available to CD, grantor agency, the U.S. Department of  
9 Labor, the Comptroller General of the United States or any of their authorized  
10 representatives, or Indiana State Board of Accounts at any time during normal  
11 business hours, as often as deemed necessary, to audit, examine, and make  
12 excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports  
13 must be fully cleared by the Subrecipient and/or Contractor within 30 days after  
14 receipt by the Subrecipient of written notice thereof. Failure of the Subrecipient to  
15 comply with the above audit requirements will constitute a violation of this contract  
16 and may result in the withholding of future payments and/or debarment. The  
17 Subrecipient hereby agrees to have an annual agency audit conducted in  
18 accordance with current City policy concerning Subrecipient audits and OMB Circular  
19 A-133.

20 A. A-133 AUDIT REQUIREMENTS: Nonprofit agencies for fiscal years that  
21 start after 12/21/2003, in accordance with the Office of Management and  
22 Budget Circular A-133, the Federal Government requires that  
23 organizations expending \$500,000 or more in Federal financial assistance  
24 in a fiscal year must secure audit. For fiscal years that start after  
25 12/31/2014, the Federal Government requires that organizations  
26 expending \$750,000 or more in Federal financial assistance in a fiscal year  
27 must secure an audit. All Federal Funds received by the organization,  
28 whether directly from a Federal agency or passed through a state or local  
29 government or some nonprofit organizations are counted toward the  
30 \$500,000/\$750,00 threshold. If the Borrower is required to conduct an  
31 audit in accordance with either OMB Circular A-128 or OMB Circular A-  
32 133, the following language should be included in the request for audit  
33 proposals and/or engagement letter: "This audit is to be conducted in  
34 accordance with Government Auditing Standards and OMB Circular A-  
35 133 (or A-128, as appropriate)".  
36

37 A copy of the audited financial statements and the auditor's opinion letter should be  
38 submitted to the Department within forty-five (45) days of their completion.  
39

#### 40 **ARTICLE 10. Responsibility for Damage Claims**

41 The Contractor shall save and hold harmless the City and its officers, agents and employees  
42 from and against all suits or claims that may be based upon alleged injury to any person or  
43 property that may occur, or may be alleged to have occurred, in the course of the  
44 performance of this Contract by the Contractor, whether such claims shall be made by an  
45 employee of the Contractor; and the charges of attorneys and all other costs and other

1 expenses arising therefrom or incurred in connection therewith; and if any judgment shall  
2 be rendered against the City or any of its officers, and expenses, satisfy and discharge the  
3 same.  
4

5 **ARTICLE 11. Removal of Defective and Unauthorized Work**

6 11.1 **Defective Work** - Whenever inspections show that portions of the work were not  
7 constructed in compliance with the terms of this Contract or specifications, the Owner  
8 will require the Contractor to remove and replace such portions, and any expense  
9 incurred by such correction will be borne by the Contractor.

10 11.2 **Unauthorized Work** - Work done beyond the plans or as otherwise given, will be  
11 considered unauthorized and at the expense of the Contractor, and will not be paid  
12 for by the Owner. Work so done may be ordered removed and replaced at the  
13 Contractor's expense. Should the Contractor fail to remove or renew defective  
14 material or work, or unauthorized work, within the time specified, the Owner shall  
15 have authority to cause such work to be done at the Contractor's expense, or to  
16 default this Contract.  
17

18 **ARTICLE 12. Workmanship**

19 Contractor shall have competent supervision on the job at all times to direct the work. The  
20 construction methods used and workmanship performed shall conform to the best-accepted  
21 practice and specification for the work to be performed.  
22

23 **ARTICLE 13. Protection of Work and Safety Measures**

24 Contractor shall use care and diligence and shall see that all work performed shall at all  
25 times be guarded and protected from any and all loss or damage until the work done is  
26 accepted by the Owner. Any loss of or damage to the work performed prior to its acceptance  
27 by the Owner due to Contractor's failure to properly guard or protect such work shall be  
28 made good by Contractor at his own expense.  
29

30 **ARTICLE 14. Percentage of Work to be Performed by Prime Contractor**

31 At least 51% of this Contract must be performed by the Prime Contractor with whom this  
32 Contract is made.  
33  
34

35 **ARTICLE 15. Warranty of Construction**

36 In addition to any other warranties set out elsewhere in this Contract, the Contractor  
37 warrants that the work performed under this Contract conforms to the Contract requirements  
38 and is free of any defect of equipment, material, or design furnished, or workmanship  
39 performed by the Contractor or any of his subcontractors or suppliers at any tier. Such  
40 warranty shall continue for a period of one year from the date of final acceptance of the work,  
41 but with respect to any part of the work of which the Owner takes possession and use, such  
42 warranty shall start on the date of possession. Under this warranty, the Contractor shall  
43 remedy at his own expense any such failure to conform to Contract requirements or any  
44 such defect of equipment, material, workmanship or terms of this clause. The Contractor's

1 warranty with respect to work repaired or replaced hereunder will run for one year from the  
2 date of such repair or replacement.

3 15.1 The Owner shall notify the Contractor in writing within a reasonable time after the  
4 discovery of any failure, defect, or damage.

5 15.2 Should the Contractor fail to remedy any failure, defect or damage described in  
6 Article 10 within a reasonable time (as determined by the Owner) after receipt of  
7 notice thereof, the Owner shall have the right to replace, repair, or otherwise remedy  
8 such failure, defect, or damage at the Contractor's expense and to recover such cost  
9 from the Contractor.

10 15.3 In addition to the other rights and remedies provided by this clause, all subcontractor,  
11 manufacturer and supplier warranties, expressed or implied, respecting any work  
12 and/or materials shall, at the direction of the Owner, be enforced by the Contractor  
13 for the benefit of the Owner. In such case, if the Contractor's warranty under Article  
14 11 above should expire prior to the extended warranties, the Contractor shall execute  
15 such warranties with the Owner and its successors named in the warranty provisions.

16 15.4 Notwithstanding any other provision of this clause, unless such a defect is caused by  
17 the negligence of the Contractor or his subcontractors or suppliers at any tier, the  
18 Contractor shall not be liable for the repair or any damage which results from such  
19 defect in Owner-furnished material or design.

20 15.5 The Warranty specified herein shall not limit the Owner's rights under this Contract  
21 with respect to latent defects, gross mistake or fraud.  
22

## 23 **ARTICLE 16. Contract Documentation**

24 The Contractor shall furnish upon request, any documentation relating to his performing as  
25 a Contractor or Subcontractor under this Contract. The requested information may be, but  
26 is not limited to the following: payroll records, material invoices, subcontract agreements  
27 with pertinent attachments, and Section 3 Compliance documentation.  
28

## 29 **ARTICLE 17. Illegal Immigration Reform and Immigration Responsibility**

30 The Contractor understands and agrees that it is required to enroll in and verify the work  
31 eligibility status of all employees hired after the date of this contract through the E-verify  
32 program. This requirement shall be waived if the E-Verify program ceases to exist. For  
33 the purposes of this paragraph, the E-Verify program means the electronic verification of  
34 work authorization program of the Illegal Immigration Reform and Immigration  
35 Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s. 403 (a), as amended,  
36 operated by the United States Department of Homeland Security or a successor work  
37 authorization program designated by the United States Department of Homeland Security  
38 or other federal agency authorized to verify the work authorization status of newly hired  
39 employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). An  
40 authorized representative of the Contractor has signed the affidavit attached hereto  
41 concerning the employment of unauthorized.  
42

## 43 **ARTICLE 18. Debarment and Suspension**

1 A contract award (see 2 CFR 180.220) must not be made to parties listed on the  
2 government wide Excluded Parties List System in the System for Award Management  
3 (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive  
4 Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p.  
5 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains  
6 the names of parties debarred, suspended, or otherwise excluded by agencies, as well  
7 as parties declared ineligible under statutory or regulatory authority other than Executive  
8 Order 12549. To do this the Contractor must go to [www.sam.gov](http://www.sam.gov), print off pages  
9 showing its contractors and sub-contractors are or are not debarred, suspended,  
10 proposed for debarment, declared in-eligible, or voluntarily excluded from participating  
11 in this transaction by the Department of any Federal Agency before any work can begin  
12 on a project.

13

#### 14 **ARTICLE 19. Use and Reversion of Assets**

15 The use and disposition of real property and equipment under this Agreement shall be  
16 in compliance with the requirements of 2 CFR Part 200 24 (formerly CFR Part 84) and  
17 24 CFR 570.502, 570.503, 570.504, and 570.505, as applicable, which include but are  
18 not limited to the following:

19 19.1 The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any  
20 accounts receivable attributable to the use of funds under this Agreement at the  
21 time of expiration, cancellation, or termination.

22 19.2 When real property within the subrecipient's control which was acquired or  
23 improved in whole or in part using CDBG funds in excess of \$25,000. These  
24 standards shall apply from the date CDBG funds are first spent for the property  
25 until five (5) years after closeout of an entitlement recipient's participation in the  
26 entitlement CDBG program or, with respect to other recipients, until five (5) years  
27 after the closeout of the grant from which the assistance to the property was  
28 provided.

29 A. A subrecipient may not change the use or planned use of any such  
30 property (including the beneficiaries of such use) from that for which the  
31 acquisition or improvement was made unless the recipient provides  
32 affected citizens with reasonable notice of, and opportunity to comment  
33 on, any proposed change, or

34 1. The new use of such property qualifies as meeting one of the  
35 national objectives in § 570.208 and is not a building for the general  
36 conduct of government; or

37 2. The subrecipient determines, after consultation with affected  
38 citizens, that it is appropriate to change the use of the property to a  
39 use which does not qualify under section (A)(1) of this article, it may  
40 retain or dispose of the property for the changed use if the  
41 recipient's CDBG program is reimbursed in the amount of the

1 current fair market value of the property, less any portion of the  
2 value attributable to expenditures of non-CDBG funds for  
3 acquisition of, and improvements to, the property.

4 B. If the change of use occurs after closeout, the provisions governing  
5 income from the disposition of the real property in § 570.504(b)(4) or (5),  
6 as applicable, shall apply to the use of funds reimbursed.

7 C. The Subrecipient must have or develop procedures for managing  
8 equipment (including replacement equipment), whether acquired in whole  
9 or in part under a Federal award, until disposition takes place will, as a  
10 minimum, meet the following requirements:

11 1. Property records must be maintained that include a description of  
12 the property, a serial number or other unique identification number,  
13 the source of funding for the property, who holds title, the  
14 acquisition date, and cost of the property, percentage of Federal  
15 participation in the project costs for the Federal award under which  
16 the property was acquired, the location, use and condition of the  
17 property, and any ultimate disposition data including the date of  
18 disposal and sale price of the property.

19 D. A control system must be developed to ensure adequate safeguards to  
20 prevent loss, damage, or theft of the property. Any loss, damage, or theft  
21 must be investigated.

22 E. Following the reimbursement of the CDBG program in accordance with  
23 section (A)(2) of this article, the property no longer will be subject to any  
24 CDBG requirements.

## 25 **ARTICLE 20. Additional Federal Statutory and Regulatory Requirements**

26 20.1 For contracts and subcontracts of amounts in excess of \$100,000 the contractor  
27 or subcontractor shall comply with all applicable standards, orders, or regulations  
28 issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal  
29 Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended. Violations  
30 shall be reported to the Federal awarding agency and the Regional Agency  
31 (EPA).

32 20.2 Contractors who apply or bid for an award of \$100,000 or more shall file the  
33 required certification. Each tier certifies to the tier above that it will not and has  
34 not used Federal appropriated funds to pay any person or organization for  
35 influencing or attempting to influence an officer or employee of any agency, a  
36 member of Congress, officer or employee of Congress, or an employee of a  
37 member of Congress in connection with obtaining any Federal contract, grant or  
38 any other award covered by the Byrd Anti-Lobbying Amendment (31 U.S.C.  
39 1352). Each tier shall also disclose any lobbying with non-Federal funds that

1 takes place in connection with obtaining any Federal award. Such disclosures  
2 are forwarded from tier to tier up to the recipient.

3 20.3 All contractors must complete the "AFFIDAVIT CONCERNING EMPLOYMENT  
4 OF UNAUTHORIZED ALIENS", "NON-COLLUSION AFFIDAVIT", the  
5 "CERTIFICATION REGARDING DEBARMENT, SUSPENSION, & OTHER  
6 RESPONSIBILITY MATTERS", and "CERTIFICATE OF NON-SEGREGATED  
7 FACILITIES" as provided in the "Bid Packet Insertions."

**ACKNOWLEDGMENT**

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

**MUNICIPALITY**

Name: Gretchen Cheesman  
Title: Director  
Department: Community Development

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**SUBRECIPIENT**

Name:  
Title:  
Organization:

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

DRAFT

**CONTRACTOR**

Name:  
Title:  
Company:  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**BOARD OF PUBLIC WORKS AND SAFETY**

Name:  
Title: President  
Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## SCOPE OF WORK

### SUBRECIPIENT CONTACT INFORMATION:

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---

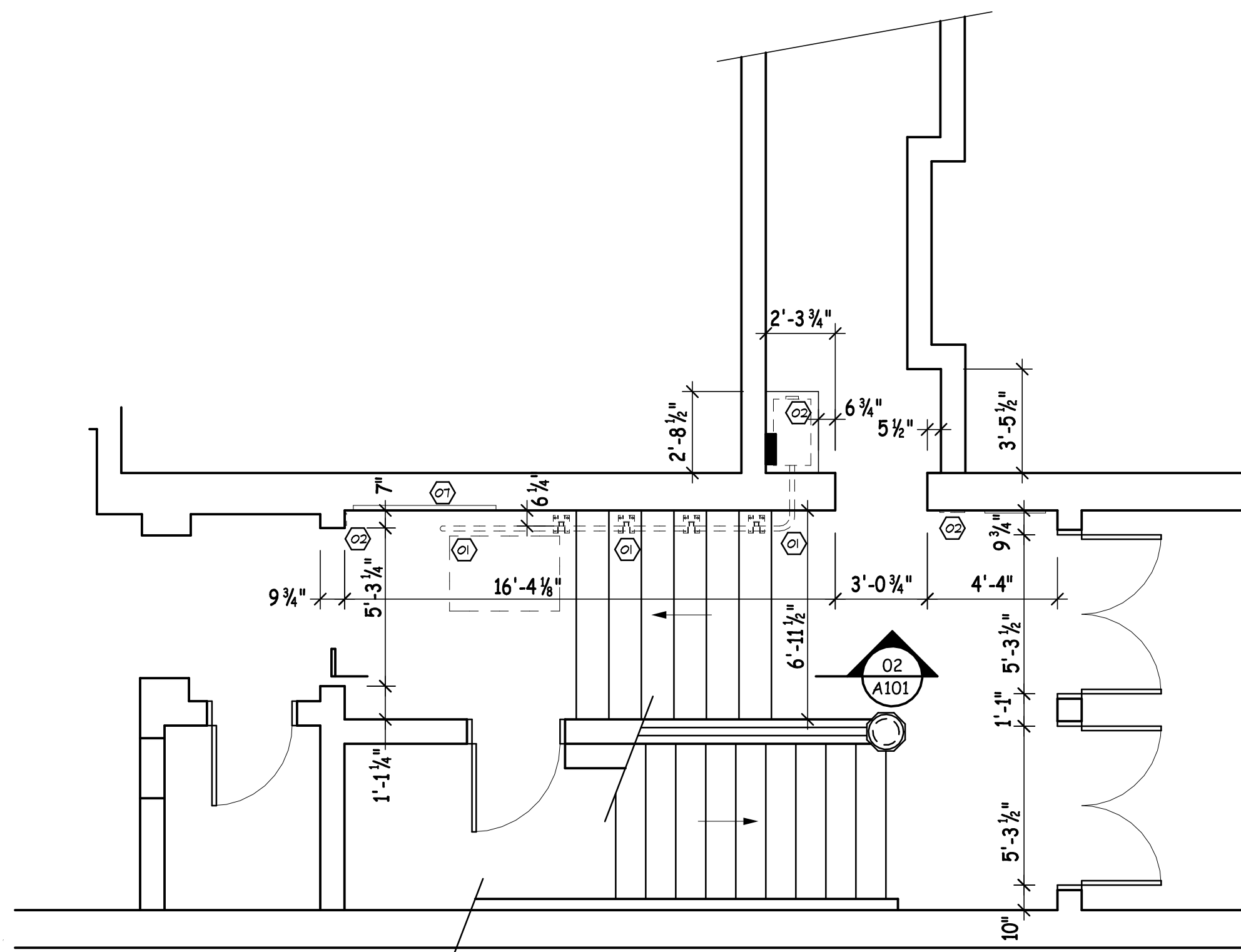
### CONTROL OF WORK

1. All work performed and materials furnished shall be in conformance with the MUNCIE MUNCIPIAL BUILDING CODES (CHAPTER 152).
2. COOPERATION WITH SUBRECIPIENT: The Contractor shall notify the subrecipient contact prior to work notifying of when work will begin.
3. No additional allowance or compensation of any kind will be made on this contract for any delay, inconvenience or suspension of, construction caused by the work or relocation and/or reconstructing the existing facilities either at a temporary location or at their permanent location by any utility companies involved, except as otherwise provided for herein.
4. INCREASED OR. DECREASED QUANTITIES OF WORK: The right is reserved for the Project Supervisor to make such alterations in the plans, or in the character or quantity of the work, as may, be necessary or desirable from time to time during the progress of the work. In this specification a major contract item shall be construed to be any item in the proposal constituting more than 5 percent of the amount of the contract, and a minor contract item shall be construed to be any item in the proposal constituting 5 percent or less of the amount of the contract.
5. No single major contract item shall be changed more than 10 percent from, the, original contract quantity without a negotiated unit price having been agreed upon for the item involved. Any minor item may be decreased by any amount, or may be increased not to exceed 5 percent of the total amount of the contract without a negotiated unit price having been agreed upon for the item involved.
6. Such alterations shall not be considered a waiver of any conditions of the contract or invalidate any of the provisions thereof. Should any alterations in the plans, as described above, result in an increase or decrease in the quantities of work to be performed, the Contractor shall accept payment in full at the contract

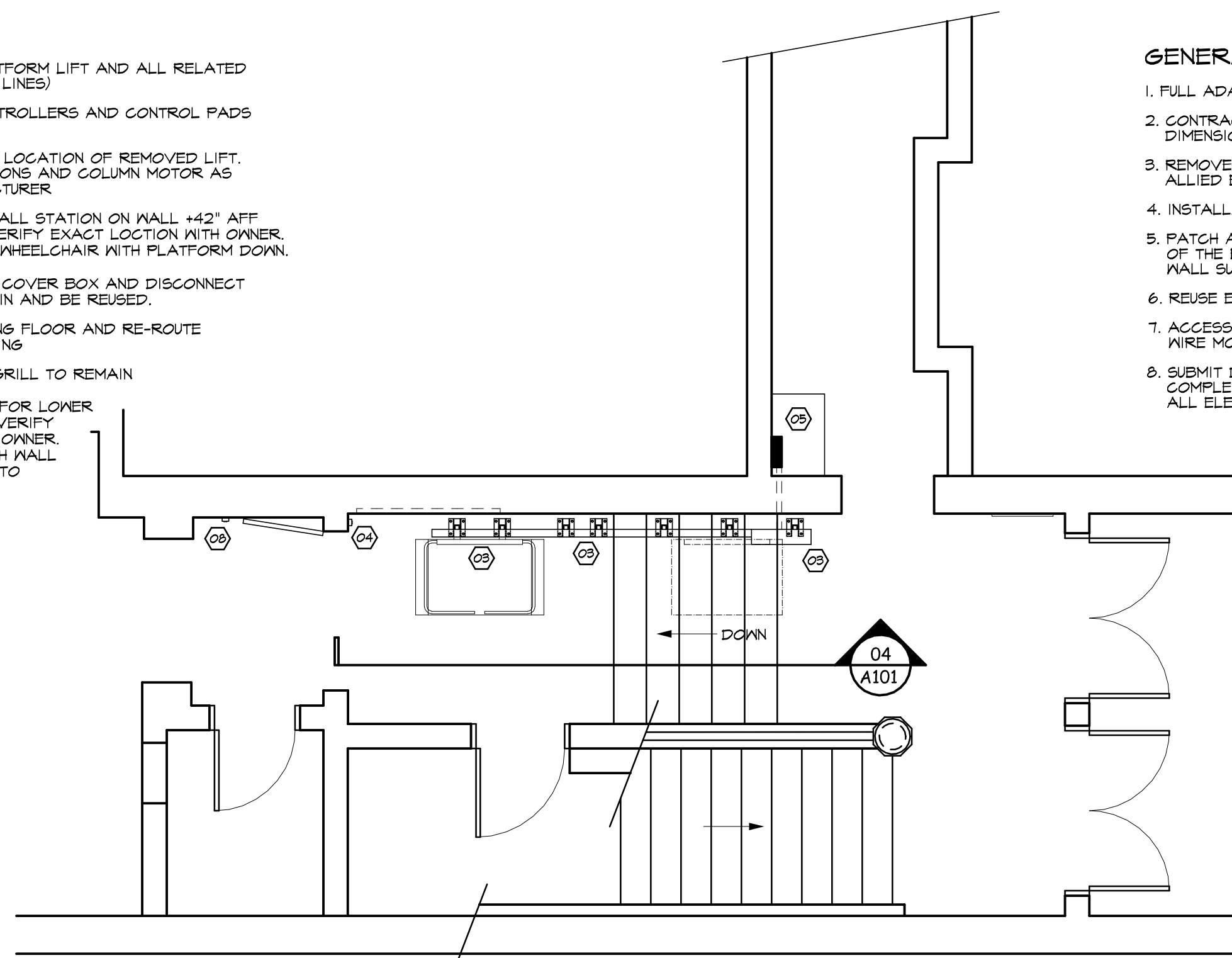
unit prices for the actual quantities of work done except that, should any such alteration directly cause the loss of any work or material already furnished by the Contractor under the terms of the original contract, he shall be reimbursed for the actual cost of such work or of salvaging such materials. Any such materials may, at the option of the Owner be purchased at its actual cost to the Contractor.

7. Should any increase or decrease in any contract item be greater than provided above, the contract unit price shall be negotiated prior to performance of the work involving such item. The negotiation shall be based on the portion of any major item over or under 10 percent of the contract quantity of such item, and on that portion of any minor item exceeding 5 percent of the total amount of the contract. In the event the parties cannot agree upon a negotiated unit price, the Owner may require the Contractor to do such work on a "Force Account" basis.

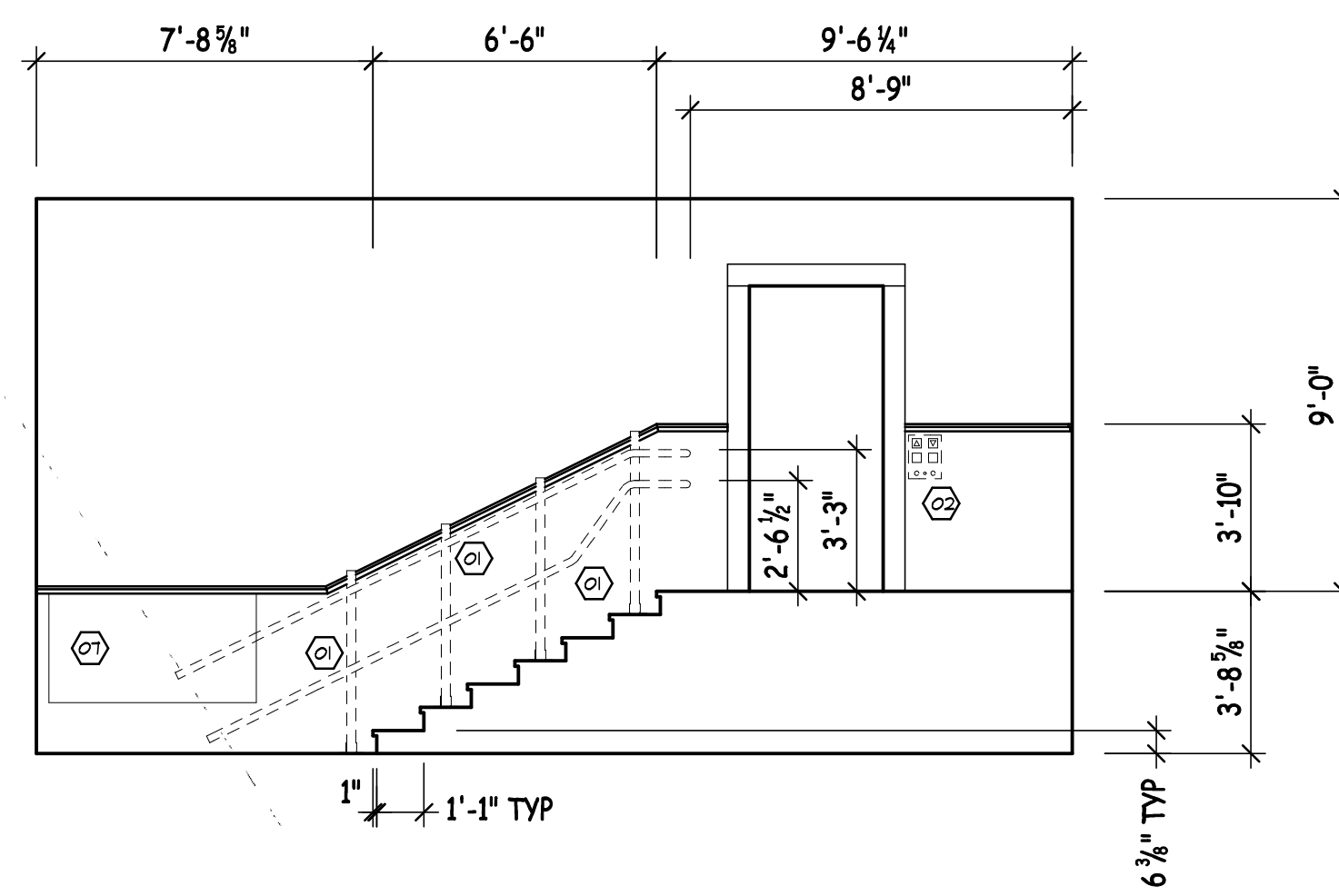




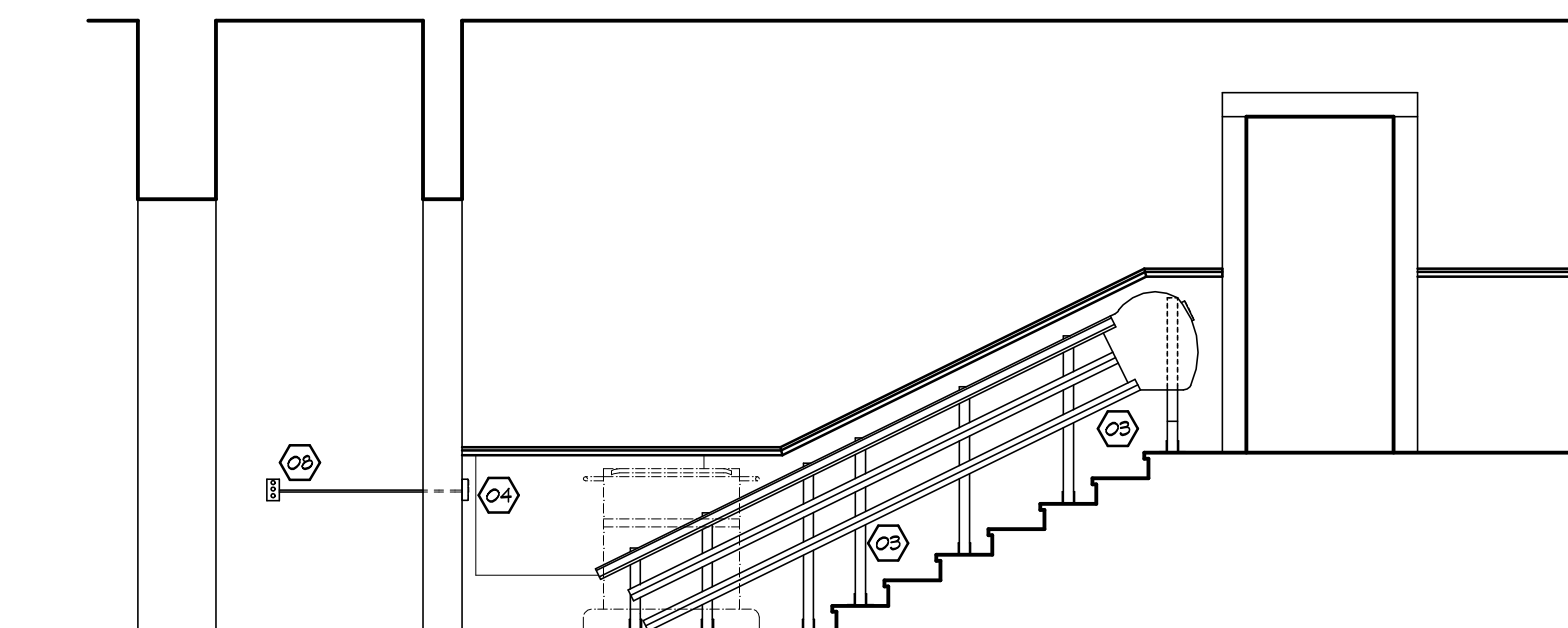
**01 Existing Floor Plan**  
1/4" = 1'-0"



**03 New Floor Plan**  
1/4" = 1'-0"



**02 Existing South Elevation - Inclined Lift**  
1/4" = 1'-0"



**04 New South Elevation - Inclined Lift**  
1/4" = 1'-0"

- KEYNOTES:**
- 01 REMOVE EXISTING PLATFORM LIFT AND ALL RELATED COMPONENTS (DASHED LINES)
  - 02 REMOVE EXISTING CONTROLLERS AND CONTROL PADS (DASHED LINES)
  - 03 NEW PLATFORM LIFT IN LOCATION OF REMOVED LIFT. MOUNT ALL NEW STATIONS AND COLUMN MOTOR AS REQUIRED BY MANUFACTURER
  - 04 SURFACE MOUNT NEW CALL STATION ON WALL 42" AFF APPROX AS SHOWN. VERIFY EXACT LOCATION WITH OWNER. \* VERIFY ACCESS VIA WHEELCHAIR WITH PLATFORM DOWN.
  - 05 EXISTING CONTROLLER COVER BOX AND DISCONNECT IN THIS AREA TO REMAIN AND BE REUSED.
  - 06 REMOVE CONDUIT ALONG FLOOR AND RE-ROUTE TO LAY ABOVE MOULDING
  - 07 EXISTING FLUSH WALL GRILL TO REMAIN
  - 08 ALTERNATE LOCATION FOR LOWER LEVEL CALL STATION. VERIFY EXACT LOCATION WITH OWNER. \* RUN CONDUIT THROUGH WALL FOR CONTROL WIRE TO CALL STATION.

**GENERAL NOTES:**

1. FULL ADA COMPLIANT
2. CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS, DIMENSIONS AND ANGLES
3. REMOVE & DISPOSE OF EXISTING LIFT AND ALL ALLIED EQUIPMENT
4. INSTALLATION BY CERTIFIED INSTALLER(S) ONLY
5. PATCH ALL SURFACES COMPROMISED BY THE REMOVAL OF THE EXISTING LIFT. REPAINT TO MATCH ENTIRE WALL SURFACES.
6. REUSE EXISTING DISCONNECT
7. ACCESS ALL ELECTRICAL DEVICES VIA SURFACE MOUNTED WIRE MOLD - IN PATH APPROVED BY ARCHITECT
8. SUBMIT DETAILED SHOP DRAWINGS, ILLUSTRATIONS, AND COMPLETE INSTALLATION INSTRUCTIONS INCLUDING ALL ELECTRICAL CONNECTIONS

**Contract Requirements, Conditions, and Bidding Instructions:**

- All work to be in complete compliance with all federal, state, and local codes, laws, rules, and ordinances. In addition, contractor shall comply with all OSHA (and IOSHA) standards and requirements.
- All contractors working on this project are to be aware that ALA Document GC-1-2016, "General Conditions of the Contract" applies to all work associated with this project (copies of this document may be obtained at the office of the architect) and is hereby adopted into the contract by reference.
- Contract between the owner and the general contractor shall be ALA Document AO-1-2016.
- Contractor shall provide to owner a Performance and Payment Bond equal to ALA Document A312 for the entire scope of work.
- Bids shall be submitted on the Contractor's Bid Proposal Form on the Contractor's Letterhead bearing all applicable contract and legal entity information. (or)
- Contractor(s) shall provide all temporary construction as required for all weather conditions, structural integrity, life safety, and security protection throughout the construction process. This requirement includes all OSHA standards.
- Contractor shall protect any and all items that are to remain. In the event that any part of the site, existing building(s) and / or their components, or any other entity which is to remain becomes damaged during the process of this project, the contractor shall be responsible for the repair or replacement of same in accordance with these specifications. In the absence of an appropriate specification section, the contractor shall repair / replace such damages in a manner equal to the condition prior to being damaged.
- Existing conditions information was generated from drawings field observations. All existing conditions must be field verified by contractor. Any discrepancies with the information shown shall be brought to the attention of the architect.
- Within the Construction Drawings, interior walls are typically dimensioned to the finished face of the wall, unless noted otherwise.
- Within the Construction Drawings, keynotes are only placed on drawings in typical locations and not extensively at every required location. Keynotes apply to all locations shown on drawings whether or not keynote is placed at that specific location. Clarify any scope questions with architect if needed.
- All work shall be performed and constructed in a professional and workmanlike manner as needed to obtain the highest quality standards for each portion of the work.
- Project coordination shall be performed by the General Contractor.
- Shop Drawings shall be submitted to architect for review.
- Store and handle all products in accordance with manufacturer's instruction. No used products shall be installed or integrated into this project.
- Provide all warranty documents and copy of shop drawings to owner at end of project in binders and in a neat and organized manner.
- Provide all final cleaning of interiors, exteriors, and site areas throughout project scope and areas affected by project process and present project to owner in complete and useable manner.

**Outline Product Specifications:**

- All products, items, and components shall be installed in accordance with the manufacturer's instructions and/or recommendations, including all surface preparation and cleaning. Installations shall be compliant with all state and local building code requirements as well as OSHA standards. Install all systems plumb and/or level, securely mounted, and ADA compliant; all with the highest quality workmanship.



**Existing Conditions Photos**



**GENERAL SPECIFICATIONS**

MODEL: Titan  
 ACCESS: 180 degrees Right side  
 APPLICATION: Commercial  
 CAPACITY: 1 person on wheelchair  
 LOAD: 550 Lb/USA  
 FLOOR DIMENSION: 30"x44"  
 LEVEL: 2  
 STAIR ANGLE: 26 degrees  
 STAIRCASE WIDTH: 83"  
 TRAVEL: 101"  
 COMMAND: Constant pressure  
 POWER: 120VAC 15A (motor operates on batteries)  
 MOTOR: 24VDC 1HP  
 DRIVE UNIT: Roller chain and sprocket  
 ROLLER CHAIN: #50 ANSI/ASME B29.100  
 VELOCITY: 15 pl/min(0.08m/s)  
 DISCONNECT: 15 A with auxiliary  
 CONTROLLER: Nano  
 SECURITY: -Limit switches at each landing  
 -Extrem limit stoper  
 -Non-skid platform surface  
 -Obstruction sensing safety pan  
 -Emergency lowering device  
 -Control cab panel with manually resettable alarm switch  
 -Grap rail & cab lighting  
 FLOOR: Motorised  
 SAFETY ARM: Curved & motorised  
 ANCHORAGE: -(7) Supporting steel poles  
 CALL STATIONS: -Surface mounted keyed 2252 (lower landing)  
 -Call station mounted on the column keyed 2252(upper landing)

**AmeriGlide**  
 Accessibility Solutions  
 AMERIGLIDE  
 5110 Atlantic Ave,  
 Raleigh, NC 27615  
 Tel:1 (800) 790-1635

THIS PLATFORM IS DESIGNED FOR WHEELCHAIR

PRINTED: 11/9/2022 TIME: 9:57 AM FILE NAME: C:\0-Projects\3822-CornerstoneArts\3822-A101-Floor Plans

**TAYLOR Architects Inc.**  
 804 W. White River Blvd.  
 Muncie, Indiana 47305  
 email: bruce@taylorarchitectsinc.com  
 ph: 765 - 288 - 3615  
 www.taylorarchitectsinc.com

**Cornerstone Center for the Arts**  
 Replace Wheelchair Lift  
 503 E. Washington, Muncie, IN 47302

certified:  
**BL Everts**  
 INDIANA ARCHITECT  
 No. 920097  
 STATE OF INDIANA  
 revisions:  
 drawn: VS  
 project: 3822  
 date: 11/08/2022  
 sheet:  
**A101**



"General Decision Number: IN20230002 06/09/2023

Superseded General Decision Number: IN20220002

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.

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

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

---

If the contract is entered	. Executive Order 14026
into on or after January 30,	generally applies to the
2022, or the contract is	contract.
renewed or extended (e.g., an	. The contractor must pay
option is exercised) on or	all covered workers at
after January 30, 2022:	least \$16.20 per hour (or
	the applicable wage rate
	listed on this wage
	determination, if it is
	higher) for all hours
	spent performing on the
	contract in 2023.
_____	_____
If the contract was awarded on	. Executive Order 13658
or between January 1, 2015 and	generally applies to the
January 29, 2022, and the	contract.
contract is not renewed or	. The contractor must pay all
extended on or after January	covered workers at least
30, 2022:	\$12.15 per hour (or the

	applicable wage rate listed
	on this wage determination,
	if it is higher) for all
	hours spent performing on
	that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/20/2023
2	02/03/2023
3	02/10/2023
4	02/24/2023
5	03/03/2023
6	03/17/2023
7	04/07/2023
8	05/26/2023
9	06/02/2023
10	06/09/2023

ASBE0018-004 06/01/2022

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
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ASBESTOS WORKER/HEAT & FROST INSULATOR (includes application of all insulating materials, protective coverings, coatings and finishings to all types of

mechanical systems).....\$ 34.90	21.58
HAZARDOUS MATERIAL HANDLER (includes preparation, wettings, stripping, removal, scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....\$ 23.00	
	14.40

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BRIN0019-001 06/01/2021

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

	Rates	Fringes
Bricklayer, Stonemason, Pointer, Caulker & Cleaner.....\$ 31.75	18.07	
TERRAZZO FINISHER.....\$ 19.07	7.06	
TERRAZZO WORKER/SETTER.....\$ 29.57	10.96	
Tile & Marble Finisher.....\$ 19.96	7.07	
Tile & Marble Setter; Mosaic Worker.....\$ 28.98	10.85	

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CARP0912-001 10/01/2022

	Rates	Fringes
CARPENTER ZONE 2: BOONE, FOUNTAIN, HENDRICKS, MONROE, MONTGOMERY AND MORGAN COUNTIES		
Carpenters, Drywall.....\$ 30.39	21.52	
Millwright.....\$ 33.06	24.32	
ZONE 4: BLACKFORD, DELAWARE, JAY AND MADISON COUNTIES		
Carpenters, Drywall.....\$ 30.10	21.52	
Millwright.....\$ 33.06	24.32	

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ELEC0855-003 06/01/2022

BLACKFORD, DELAWARE, AND JAY COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 34.77	19.18
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ELEV0034-001 01/01/2023		

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

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 55.30	37.335+a+b

a) PAID HOLIDAYS: 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 with more than 5 years of service; 6% for less than 5 years' service.

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ENGI0103-002 04/01/2021

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

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 37.08	19.96
GROUP 2.....	\$ 36.13	19.96
GROUP 3.....	\$ 32.08	19.96
GROUP 4.....	\$ 28.30	19.96

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; Batch 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; Gunit 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

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IRON0022-004 06/01/2022

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.....	\$ 34.24	25.11

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

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IRON0147-004 06/01/2022

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

	Rates	Fringes
IRONWORKER.....	\$ 31.20	25.12

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IRON0292-006 06/01/2022

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

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

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LABO1112-001 06/01/2023

BLACKFORD, DELAWARE, GRANT, HAMILTON, HANCOCK, HENRY, JAY, &

MADISON COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 25.66	17.50
GROUP 2.....	\$ 26.41	17.50
GROUP 3.....	\$ 27.16	17.50

LABORER CLASSIFICATIONS

GROUP 1: Building and construction laborers, scaffold builders (other than for masons or 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 uncrete 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 and bell men.

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

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

Rates Fringes

Painters:

Brush; Roller;  
Paperhanging; Drywall  
Finishers.....\$ 22.70 15.29  
Spray/Waterblasting;  
Sandblasting.....\$ 23.70 15.29

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PAIN1165-010 07/01/2021

FULTON COUNTY

Rates Fringes

GLAZIER.....\$ 29.81 18.48

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PAIN1165-016 01/01/2022

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.....\$ 30.88 18.70

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PLAS0692-009 04/01/2020

AREA #83

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

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 26.00 15.54  
PLASTERER.....\$ 25.49 11.95  
SHEE0020-004 07/01/2022

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

	Rates	Fringes
Sheet metal worker (Including HVAC Duct Work).....	\$ 38.83	23.84

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SHEE0020-016 07/01/2022

FULTON COUNTY

	Rates	Fringes
SHEET METAL WORKER.....	\$ 36.71	27.78

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TEAM0135-001 06/01/2022

BARTHOLOMEW, BENTON, BLACKFORD, CARROLL, CASS, CLINTON,  
DELAWARE, FOUNTAIN, GRANT, HOWARD, JAY, MADISON, MARION, MIAMI,  
MONROE, MONTGOMERY, TIPPECANOE, TIPTON, WABASH, WARREN, & WHITE  
COUNTIES

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 34.24	31.14
GROUP 2.....	\$ 34.44	31.14
GROUP 3.....	\$ 34.64	31.14
GROUP 4.....	\$ 34.84	31.14
GROUP 5.....	\$ 33.57	31.14

A: \$36.40 PER DAY & 450.00 PER WEEK.

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'x34-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, trounatrailers, 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, tournatrailers, 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, diesel and/or heavy equipment mechanics.

GROUP 5: Mechanic furnishing his own tools.

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave

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

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

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

#### Union Rate Identifiers

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

the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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## WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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



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

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

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END OF GENERAL DECISION

# Cornerstone Center for the Arts

## Wheelchair Lift Quote

August 16, 2023

Contractor Name \_\_\_\_\_

Address \_\_\_\_\_

City State Zip \_\_\_\_\_

Cell Phone \_\_\_\_\_ E Mail \_\_\_\_\_

Signature \_\_\_\_\_

Base QUOTE \$ \_\_\_\_\_

Start Date \_\_\_\_\_ Days needed to complete job \_\_\_\_\_

### Bid Checklist:

- Bid Submittal Form, properly executed and completed
- Request for Sub-Contractor(s), if any
- Non-Collusion Affidavit, **notarized**
- Certificate of Non-Segregated Facilities
- Certification regarding debarment, suspension, and other responsibility matters
- Affidavit concerning employment of unauthorized aliens

# AFFIDAVIT CONCERNING EMPLOYMENT OF UNAUTHORIZED ALIENS

I am a duly authorized officer of \_\_\_\_\_.  
("Contractor") and I hereby certify that as of the date of this Affidavit, Contractor does not employ any "unauthorized aliens" as that term is defined in 8 U.S.C 1324a(h)(3).

I AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING REPRESENTATIONS ARE TRUE AND ACCURATE.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

NOTE: 8 U.S.C 1324a(h)(3) defines an unauthorized alien as an alien that is not at the time of employment either (a) an alien lawfully admitted for permanent residence, or (b) authorized to be so employed by this chapter or by the Attorney General.

# NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce 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.

## OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Authorized Signature/Title

State of \_\_\_\_\_ City/County of \_\_\_\_\_

SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023

by \_\_\_\_\_.

Notary Public \_\_\_\_\_

My Commission expires \_\_\_\_\_.

**CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, & OTHER RESPONSIBILITY  
MATTERS**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
  - B. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and
  - D. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Company Name

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Company Address

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City, State, Zip

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Authorized Signature / Date

## CERTIFICATE OF NON-SEGREGATED FACILITIES

The Company certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Company certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit control where segregated facilities are maintained. The Company agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from contracts with the Department of Community Development. As used in this certification, the "segregated facilities" means any wait in rooms, work area, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, transportation, and housing facilities provided for employees which are segregated by directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Company agrees that (except obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

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

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Company Name

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Company Address

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City, State, Zip

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Authorized Signature / Date