

Tuhey Pool Bathhouse Roof

Bid Packet

November 12, 2024



B-24-MC-18-0010

CFDA # 14.218

Bids Due By:

Wednesday, December 6, 2024

8:45 AM

Notice to Bidders

Legal Notice

Notice to Bidders
for
Roof and Gutter Replacement
Tuhey Pool Bathhouse

The City of Muncie Community Development Department, on behalf of the Department of Public Works and Safety, is seeking bids for roof and gutter replacement at Tuhey Pool Bathhouse, located in Tuhey Park, just south of the intersection of W. North St. and N. Alameda Ave. in Muncie, IN.

A bid packet, including federal requirements, instructions to bidders, sample contract, wage determination, specifications, and bid forms, will be available at:

Muncie.in.gov > Departments > Community Development > Topics of Interest > Bids and RFPs > Tuhey Pool Roof and Gutter Replacement Bid Packet

A MANDATORY pre-bid conference held on **Monday, November 25, 2024 at 11:30 AM** at Tuhey Pool Bathhouse in Tuhey Park. Attendance is not required IF a representative of your firm was present at the 10/28/24 pre-bid conference. This project will be subject to the Davis Bacon Wage Act. General Decision Number IN20240002. Winning bidders **MUST NOT** be debarred from federal work on the **SAM.gov** website prior to contract award.

Bids over \$50,000 must be accompanied by a bid bond or certified check in the amount of 5% of the bid amount.

Bids must be submitted at the Office of the City Clerk, City Hall, 300 N. High St., Muncie, IN 47305 by 8:45 AM on the bid opening date stated below, in a sealed, opaque envelope marked with the bidder's name, address and telephone number and bearing the following caption:

Bid for: Tuhey Pool Bathhouse
Bid Opening Date: Wednesday, December 04, 2024

Bid responses will be opened by the Board of Public Works and Safety on Wednesday, December 04, 2024 at 9:00 AM in City Hall Auditorium. Bid responses may be held by the Board of Works for a period not to exceed sixty (60) days. No bidder may withdraw his/her bid for a period of sixty days after the date set for opening of bids. The Board of Works has the right to reject any and all bid responses.

All communication regarding this bid, including any addenda issued, will be conducted by email only. Further questions may be submitted to Nikita Adams, nadams@muncie.in.gov.

Ad runs Friday 11/15/24 and Friday 11/22/24

Instructions to Bidders

INSTRUCTIONS TO BIDDERS
Tuhey Pool Bathhouse Roof Replacement

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

"Bid or Bid packet" documents including, but not limited to, federal requirements, Notice to Bidders, Instructions to Bidders, Sample Contract, Wage Determination and Bid Forms.

"Bidder" the individual or entity who is submitting a response to the Notice to Bidders. 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 Bidder 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 Bidders." Information as to the requirements to respond to this bid invitation is available in the Bid 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 Bidders". All documents needing to be completed will be included in the Bid 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 Bidders", 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 State Board of Accounts Form: Contractor's Bid for Public Work – Form 96: **(available at <https://www.in.gov/sboa/about-us/electronic-forms/>)** and include a financial statement and any forms included in the Bid packet. The Bidder 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. **State Board of Accounts Contractor's Bid for Public Work - Form 96 (rev. 2013)**
Sections I through V including Section III CONTRACTOR'S FINANCIAL STATEMENT
- B. Unit Price Bid Form
- c. Request for Sub-Contractor(s), if any will be used
- D. Non-Collusion Affidavit, notarized, (included as Section IV of Form 96)
- E. Certification regarding debarment, suspension, and other responsibility matters
- F. Affidavit concerning employment of unauthorized aliens
- G. A bid of \$50,000.00 or more shall be accompanied by 5% Bid Security

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

Bid for: Tuhey Pool Bathhouse

Bid from: Contractor Name

Contractor Phone: XXX-XXX-XXXX

Bid Opening Date: Wednesday, November 06, 2024

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. November 6, 2024**. 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 for: Tuhey Pool Bathhouse

Bid Opening Date: Wednesday, November 06, 2024

Packages delivered after the time stated in the Notice to Bidders will be returned unopened.

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 Bidders Qualifications

- 4.1 The City will not award the contract to any Bidder 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 Bidder must be submitted with the bid and is mandatory to be awarded a contract. Financial Statement is Section III of the FORM 96 Bid Form. Any bid response submitted without this financial statement will be rendered invalid. The information provided by the Bidder in this financial statement must be detailed so that the City can be assured of the Bidder's financial capability to complete the awarded deconstruction or demolition project.

ARTICLE 5. Signature of Bidders

- 5.1 Bid responses not signed by the Bidder may be signed by the Bidder'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 Bidder 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. Bidder to Examine Site/Mandatory Pre-Bid Conference

- 6.1 Attendance at the pre-bid conference is mandatory if stated in the Notice to Bidders. Bid responses submitted by Bidders not present at the specified pre-bid conference will be rejected.

- 6.2 All Bidders 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 Bidder will not be allowed any extra compensation by reason of any matter or thing concerning which said Bidder might have fully acquainted himself because of his failure to have so acquainted himself prior to the bidding.

ARTICLE 7. All Communications including Questions, Addenda to Bid 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, addenda to documents required for Bidders or Contractors, and submission of Bid Responses need to be made via email to the Office of Community Development, Nikita Adams, nadams@muncie.in.gov. Any response will be made via email to all Bidders.
- 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, Nikita Adams, nadams@muncie.in.gov. Any interpretation of such Contract Documents will be made to addendum issued.
- 7.3 Addendum may be issued by the Architect or Office of Community Development no later than 4:00 p.m. on the Monday prior to the Bid opening date. Any addenda will be emailed to each Bidder or Bidder's Attorney-in-fact who attended the mandatory Pre-bid Conference. Addenda will NOT be faxed or mailed. When issued, the addenda will become part of the Bid packet and Contract Documents. Receipt of these addenda, when issued, should be noted on the Bid Form. Failure to note receipt of such addenda does NOT exempt Bidder from compliance with the addendum information or requirements.

ARTICLE 8. Withdrawal of Bid Proposal

Any Bidder 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 Bidder 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 Bidder 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 it has been signed by all parties.
- 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 Bidder 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 Bidder shall submit the following documents which will become a part of the Contract Documents. Should the successful Bidder 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 \$150,000.00 shall automatically require a One Year Performance and Payment Bond which shall be delivered by the successful Bidder to the Owner at the Pre-Construction Conference. Upon execution of the Contract, the Bid Security shall be returned.
- 10.2 The successful Bidder 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:

Coverage	Limits
Comprehensive General Liabilities (including Contractual)	\$1,000,000 each person \$1,000,000 each accident \$2,000,000 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 Bidder, 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 Bidder 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 Bidders, Instructions to Bidders, 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.

Sample Contract



PUBLIC FACILITY CONSTRUCTION CONTRACT Tuhey Pool Bathhouse Roof Replacement

This Contract made **this ____ day of _____, 20** by and between the Office of Community Development, City of Muncie, Indiana, (hereinafter referred to as the "Owner") and _____, (hereinafter referred to as the "Contractor")

WITNESSETH

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

AS PER SPECIFICATIONS

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

CONTRACT DOCUMENTS

Contract documents consist of legal notice, instructions to bidders, contract, **wage determination # IN20240002 with ____modifications (attached)**, drawings and specifications, and bid.

SPECIFICATIONS / SUMMARY OF WORK

Work to be performed shall be in accordance with drawings and specifications included with this bid packet and prepared by the Owner, or their duly authorized architect(s) or engineer(s). The detailed project scope of work and specifications are attached.

ARTICLE 1. Compensation

The Owner agrees to pay to the Contractor the sum of \$_____ based on the base bid and any accepted alternates and any estimated unit quantities at the specified unit prices stated on the Contractor's attached proposal. The Contractor's attention is drawn to the fact that any estimate of quantities of work to be done and materials to be furnished as shown on the proposal form is approximate, and is given only as a basis of calculation upon which the award of the contract is made. Final contract amount will be determined by actual measured quantities of work in place by a duly authorized Architect or representative of the Engineering Department. The Contractor shall not plead misunderstanding or deception because of these quantities, or because of the character, location, or other conditions pertaining thereto. Actual quantities paid for will be at the contract unit price or prices; or otherwise as agreed upon by the Contractor or the Owner. The right is reserved for the Owner to increase or decrease any or all of the above-mentioned quantities of work or to omit certain quantities, as it may deem necessary.

ARTICLE 2. Time of Performance

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

ARTICLE 3. Contract Security

Contract Security on this contract will consist of performance and payment bond. On Contracts exceeding \$75,000.00 the Contractor shall furnish a payment and performance bond in an amount of 100% of the Contract Price as security for faithful performance of the contract for a period of one year. Such security must be furnished

at the Pre-Construction Conference. Such surety must be signed by an approved Surety (Sureties) that is registered with the Indiana Department of Insurance and appears on the current List of Certified Companies for the State of Indiana published by the U.S. Bureau of the Fiscal Service.

ARTICLE 4. Insurance

The Contractor shall not commence any work until he obtains, at his own expense, all required insurance. Such insurance shall name the City of Muncie as an additional named insured with regard to the operation(s) being performed, and insert a clause holding the City of Muncie harmless. 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 shall furnish evidence of Insurance providing the following coverage and limits:

Coverage	Limits
Comprehensive General Liabilities (Including Contractual)	\$1,00,000 each person \$1,000,000 per occurrence t \$2,000,000 aggregate
Property Damage	\$500,000 each person \$1,000,000 aggregate Or \$500,000 CSL Bodily Injury & Property Damage
Workmen's Compensation	Statutory
Employer's Liability	\$250,000.00
Automobile Liability/Bodily Injury	\$500,000 each person \$500,000 each accident

Excess (Umbrella)

\$1,000,000

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

ARTICLE 5. Termination for Default or Convenience

- 5.1 The Department may terminate this Contract, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its costs, including Contract close-out costs and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to be paid to the Owner. If the Contractor has any property in its possession belonging to the Owner, the Contractor will account for the same, and dispose of it in the manner the Owner directs. The parties agree that the Owner shall not be liable for the cost of the Contractor doing business, his overhead, or salaries if this Contract is terminated.
- 5.2 If the Contractor fails to perform in the manner called for in this Contract, or if the Contractor fails to comply with any other provisions of this Contract, the Department may terminate this Contract for default. Termination shall be affected by serving a "Notice of Termination" on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the Contract price for services performed in accordance with the manner of performance set forth in this Contract.
- 5.3 In the event of a strike, fire, flood, or events which are not the fault of the Contractor, or events that make it impossible or impractical for the Contractor to complete said work on schedule, the Department, after setting up a new performance schedule, may allow the Contractor to continue work, or may treat the said events as a termination for convenience.
- 5.4 In accordance with 24 CFR 85.44 *Termination for Convenience*, this Agreement may also be terminated for convenience by either CD or the Contractor, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, CD determines that the remaining portion of the award will not accomplish the purpose for which the award was made; CD may terminate the award in its entirety.

ARTICLE 6. Equal Employment Opportunity (Executive Order 11246)

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

- 6.1 The Contractor will not discriminate against any employee or applicant because of race, creed, color, age, sex, handicap or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, age, handicap, familial status or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices, to be provided, setting forth the provisions of this nondiscrimination clause.
- 6.2. The Contractor will, in all solicitations or advertisements for employees place by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, handicap, familial status or national origin.
- 6.3 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement of other contract or understanding, a notice advising the said labor union or worker's representatives of commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 6.4 The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or a veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based upon their disability or veteran status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 6.5 The Contractor will comply with all provisions of E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." No segregated facilities will be maintained as required by Title VI of Civil Rights Acts of 1964.
- 6.6 The Contractor will furnish all information and reports required by E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs,

Equal Employment Opportunity, Department of Labor.”, and will permit access to his book, records, time cards, and accounts by the administering agency and the Secretary of Labor for the purposes of investigation to ascertain compliance with such rules, regulations and orders.

- 6.7 In the event of the Contractor's non-compliance with the non-discriminatory clauses of this Contract or with any of the said rules, regulations or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further grantee contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in E.O. 11246, “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- 6.8 The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of E.O. 11246, “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 7. Federal Labor Standards Provisions

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

- 7.1 **Applicability.** The project to which the work covered by this Contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal Assistance.
- 7.2 **Minimum Wage Rates and Laborers.** All laborers and mechanics employed under the work covered by this Contract shall be paid unconditionally and not less than

once each week. This will be without subsequent deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor pursuant to the Anti-kickback Act hereinafter identified. They must be paid the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (a copy of which is attached and herein incorporated by reference). This amount must be paid regardless of any contractual relationship, which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. For all contracts and subcontractors executed for projects that have been determined to require Davis-Bacon wages, the contractor or subcontractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wage paid to such laborers or mechanics, subject to the provisions of Section 5.5 (a)(1)(iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period, are deemed to be consecutively made or incurred during such weekly periods.

- 7.3 **Underpayment of Wages or Salaries.** The Department reserves the right to request canceled checks or other supporting documentation to verify that amounts reflected on certified payrolls were indeed paid to employees. When requested, such documentation will be presented to the Board prior to release of final payment. In case of underpayment of wages by the Contractor or subcontractor to laborers or mechanics employed by the Contractor or subcontractor upon the work covered by this Contract, the Department, in addition to such other rights as may be afforded it under this Contract, shall withhold from the Contractor, out of any payments due the Contractor, so much thereof as the Department may consider necessary to pay such laborers or mechanics the full amount of wages required by this Contract. The amount so withheld may be disbursed by the Department, for and on account of the Contractor or the subcontractor (as may be appropriate) to the respective laborers or mechanics to whom the same is due or on their behalf to plans, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.
- 7.4 **Anticipated Costs of Fringe Benefits.** If the Contractor does not make payments to a trustee or other third party, he/she may consider as part of the wages of any laborer or mechanic the amount of any costs reasonable anticipated in providing fringe benefits under a plan or program of a type expressly listed in the wage

determination decision of the Secretary of Labor which is part of this Contract; provided, however, the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account asset for the meeting of obligations under the plan or program. A copy of any finding made by the Secretary of Labor in respect to fringe benefits being provided by the Contractor must be submitted to the Board with the first payroll filed by the Contractor subsequent to receipt of the findings.

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

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

they may enter into, together with a clause requiring this insertion in any further subcontract that may in turn be made.

7.6 Employment of Apprentices/Trainees

- A. **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed and individually registered with the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his first ninety (90) days of probationary employment as an apprentice in such an Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to his/her entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in subdivision (2) of this subparagraph or is not registered or otherwise employed as stated above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he/she actually performed. The Contractor or subcontractor will be required to furnish to the contracting officer or a representative of the Wage Hour Division of the U.S. Department of Labor written evidence of the registration of his/her program and apprentices as well as the appropriate ratios and wage rates (expressed in percentages of the journeymen hourly rates) for the area of construction prior to using any apprentices on the Contract work. The wage rate paid to apprentices shall be not less than the appropriate percentage of the journeymen's rate contained in the applicable wage determination.
- B. **Trainees.** Except as provided in 29 CFR 5.15, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification, by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training. The ratio of trainees to journeymen shall not be greater than permitted under the plan approved by the Bureau of Apprenticeship and Training. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress. Any employee listed on the payroll at a trainee rate who is not registered in participating in a training plan approved by the Bureau of Apprenticeship and Training shall be paid not less than the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Contractor or subcontractor will be required to furnish the contracting officer or a representative of the Wage-Hour Division of the U.S. Department of Labor

written evidence of the certification of his/her program, the registration of the trainees, and the ratio and wage rates prescribed in that program. In the event the Bureau of Apprenticeship and Training withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

7.8 **Regulations Pursuant to So-Called "Anti-Kickback Act".** The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the So-called "Anti-Kickback Act" of June 13, 1934, *48 Stat/ 948" 862; Title 40 U.S.C., Section 276(c), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") and any amendments or modifications thereof shall cause appropriate provisions to be inserted in subcontracts to ensure compliance therewithal by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by subcontractors thereunder, except as for the submission of affidavits required by subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof. The Act provides that each contractor or sub recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

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

- 7.10 **Fringe Benefits not expressed as Hourly Wage Rates.** The Owner shall require, whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the Contractor is obligated to pay cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to agree upon a cash equivalent to the fringe benefit, the question, accompanied by the recommendation of the Board, shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for determination.
- 7.11 **Posting Wage Determination Decisions and Authorized Wage Deduction.** The applicable wage poster of the Secretary of Labor, United States Department of Labor, and the applicable wage determination decisions of said Secretary of Labor with respect to the various classifications of laborers and mechanics employed and to be employed upon the work covered by this Contract, and a statement showing all deductions, if any, in accordance with the provisions of this Contract, to be made from wages actually earned by persons so employed in such classifications, shall be posted at appropriate conspicuous points at the site of the work.
- 7.12 **Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his/her employer.
- 7.13 **Claims and Disputes Pertaining to Wage Rates.** Claims and disputes pertaining to wage rates or to classifications of laborers and mechanics employed upon the work covered by this Contractor shall be promptly reported by the Contractor in writing to the Department for referral by the latter to the Secretary of Housing and Urban Development to the Secretary of Labor, United States Department of Labor, whose decision shall be final with respect thereto.
- 7.14 **Questions Concerning Certain Federal Statutes and Regulations.** All questions arising under this Contract which relate to the application or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the aforesaid Davis-Bacon Act, (d) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, or (e) the labor standards provisions of any other pertinent Federal statute, shall be referred, through the Department and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.

- 7.15 **Payrolls and Basic Payroll Records of Contractor and Subcontractors.** The Contractor and each subcontractor shall prepare his/her payrolls on forms satisfactory to and in accordance with instructions to be furnished by the Owner. The Contractor shall submit weekly to the Department certified copies of all payrolls of the Contractor and the subcontractors, it being understood that the Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. Each such payroll shall contain the "Weekly Statement of Compliance" set forth in Section 3.3 of title 29, Code of Federal Regulations. The payrolls, time cards, and basic payroll records of the Contractor and each subcontractor covering all laborers and mechanics employed upon the work covered by the Contract shall be maintained during the course of the work and preserved for a period of three years thereafter. Such payrolls and basic payroll records shall contain the name and address of each such employee, his/her correct classification(s), rate of pay (including rates of contributions or costs anticipated of the types described in Section 1 (b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked in each classification, deductions made, and actual wage paid. In addition, whenever the Secretary of Labor has found under Section 5.5 (a)(1)(iv) of Title 29, Code of Federal Regulations, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1 (b)(2)(b) of the Davis-Bacon Act, the Contractor or subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred providing benefits. The Contractor and each subcontractor shall make his employment records and time cards with respect to persons employed by him/her under the work covered by this Contract, available for inspection by authorized representatives of the Secretary of Housing and Urban Development, the Board and U.S. Department of Labor. Such representatives shall be permitted to interview employees of the Contractor or of any subcontractor during working hours on the job. Such interviews shall be sufficient in scope to resolve satisfactorily questions concerning compliance.
- 7.16 **Specific Coverage of Certain Types of Work by Employees.** The transporting of materials and supplies to or from the site of the Project to which this Contract pertains by employees of the Contractor or of any subcontractor, and the manufacturing of furnishing of materials, articles, supplies, or equipment on the site of the Project to which this Contract pertains by persons employed by the Contractor or by any subcontractor, shall, for the purposes of this Contract, and without limiting the generality of the foregoing provisions of this Contract, be deemed to be work to which these Federal Labor Standards Provisions are applicable.

- 7.17 **Ineligible Contractors.** The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the Departments prior written approval of the subcontractor. The Owner will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, of the Secretary of Housing and Urban Development, to receive an award of such Contract.
- 7.18 **Provisions to be Included in Certain Subcontracts.** The Contractor shall include or cause to be included in each subcontract covering any of the work covered by this Contract, provisions which are consistent with these Federal Labor Standards Provisions and also a clause requiring the subcontractors to include such provisions in any lower tier subcontracts which they may enter into, together with a clause requiring such insertion in any further subcontracts that may in turn be made.
- 7.19 **Breach of Foregoing Federal Labor Standards Provision.** In addition to the causes for termination of this Contract as herein elsewhere set forth, the Department reserves the right to terminate this Contract if the Contractor or any Subcontractor whose subcontract covers any of the work covered by this Contract shall breach any of the Federal Labor Standards Provisions. A breach of these Labor Standards Provisions may also be grounds for debarment as provided by the applicable regulations issued by the Secretary of Labor, United States Department of Labor.

ARTICLE 8. Section 3 Clause – Applicable to Contracts OVER \$200,000 ONLY

- 8.1 The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- 8.2 The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- 8.3 The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth

minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- 8.4 The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- 8.5 The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- 8.6 Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- 8.7 With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

ARTICLE 9. Retention, Audit, and Inspection of Records

- 9.1 The Contractor shall retain all financial records pursuant to 2 CFR 200.334-338, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of CD's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time.
 - A. Notwithstanding the above, if there are claims, litigation, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be

retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

- 9.2 The Contractor's obligation to CD shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to CD), submission of final Contractor reports to CD, and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Contractor has control over CDBG funds, including program income.
- 9.3 All Contractor records with respect to any matters covered by this Agreement shall be made available to CD, grantor agency, the U.S. Department of Labor, the Comptroller General of the United States or any of their authorized representatives, or Indiana State Board of Accounts at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Contractor within 30 days after receipt by the Contractor of written notice thereof. Failure of the Contractor to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments and/or debarment.

ARTICLE 10. Responsibility for Damage Claims

The Contractor shall save and hold harmless the City of Muncie and its officers, agents and employees from and against all suits or claims that may be based upon alleged injury to any person or property that may occur, or may be alleged to have occurred, in the course of the performance of this Contract by the Contractor, whether such claims shall be made by an employee of the Contractor; and the charges of attorneys and all other costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the City of Muncie or any of its officers, and expenses, satisfy and discharge the same.

ARTICLE 11. Removal of Defective and Unauthorized Work

- 11.1 **Defective Work** - Whenever inspections show that portions of the work were not constructed in compliance with the terms of this Contract or specifications, the Owner will require the Contractor to remove and replace such portions, and any expense incurred by such correction will be borne by the Contractor.
- 11.2 **Unauthorized Work** - Work done beyond the plans or as otherwise given, will be considered unauthorized and at the expense of the Contractor, and will not be paid for by the Owner. Work so done may be ordered removed and replaced at the

Contractor's expense. Should the Contractor fail to remove or renew defective material or work, or unauthorized work, within the time specified, the Owner shall have authority to cause such work to be done at the Contractor's expense, or to default this Contract.

ARTICLE 12. Workmanship

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

ARTICLE 13. Protection of Work and Safety Measures

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

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

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

ARTICLE 15. Warranty of Construction

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

- 15.1 The Owner shall notify the Contractor in writing within a reasonable time after the discovery of any failure, defect, or damage.
- 15.2 Should the Contractor fail to remedy any failure, defect or damage described in Article 10 within a reasonable time (as determined by the Owner) after receipt of notice thereof, the Owner shall have the right to replace, repair, or otherwise remedy such failure, defect, or damage at the Contractor's expense and to recover such cost from the Contractor.
- 15.3 In addition to the other rights and remedies provided by this clause, all subcontractor, manufacturer and supplier warranties, expressed or implied, respecting any work and/or materials shall, at the direction of the Owner, be enforced by the Contractor for the benefit of the Owner. In such case, if the Contractor's warranty under Article 11 above should expire prior to the extended warranties, the Contractor shall execute such warranties with the Owner and its successors named in the warranty provisions.
- 15.4 Notwithstanding any other provision of this clause, unless such a defect is caused by the negligence of the Contractor or his subcontractors or suppliers at any tier, the Contractor shall not be liable for the repair or any damage which results from such defect in Owner-furnished material or design.
- 15.5 The Warranty specified herein shall not limit the Owner's rights under this Contract with respect to latent defects, gross mistake or fraud.

ARTICLE 16. Contract Documentation

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

ARTICLE 17. Illegal Immigration Reform and Immigration Responsibility

The Contractor understands and agrees that it is required to enroll in and verify the work eligibility status of all employees hired after the date of this contract through the E-verify program. This requirement shall be waived if the E-Verify program ceases to exist. For the purposes of this paragraph, the E-Verify program means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s. 403 (a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986

(P.L. 99-603). An authorized representative of the Contractor has signed the affidavit attached hereto concerning the employment of unauthorized.

ARTICLE 18. Debarment and Suspension

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

ARTICLE 19. Additional Federal Statutory and Regulatory Requirements

- 19.1 For contracts and subcontracts of amounts in excess of \$100,000 the contractor or subcontractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended. Violations shall be reported to the Federal awarding agency and the Regional Agency (EPA).
- 19.2 Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- 19.3 All contractors must complete the "AFFIDAVIT CONCERNING EMPLOYMENT OF UNAUTHORIZED ALIENS", "NON-COLLUSION AFFIDAVIT", the "CERTIFICATION REGARDING DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY MATTERS", and "as provided in the "Bid Packet Insertions."

ARTICLE 20. Control of Work

- 20.1 All work performed and materials furnished shall be in conformance with the MUNCIE MUNICIPAL BUILDING CODES (CHAPTER 152).
- 20.2 COOPERATION WITH Owner: The Contractor shall notify the Owner contact prior to work notifying of when work will begin.
- 20.3 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.
- 20.4 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.
- 20.5 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.
- 20.6 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.
- 20.7. 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.

ACKNOWLEDGMENT

IN WITNESS WHEREOF, the Parties have executed this contract as of the date all parties have signed below.

MUNICIPALITY

Name: Gretchen Cheesman

Title: Director

Department: Community Development Dept.

Signature: _____

Date: _____

CONTRACTOR

Name:

Title:

Company:

Signature: _____

Date: _____

BOARD OF PUBLIC WORKS AND SAFETY

Name: Ted Baker

Title: President

Signature: _____

Date: _____

Attachment A:

Unit Price Bid Form

Request for Sub Contractors

**Certification Regarding Debarment,
Suspension, and other responsibility
Matters**

**Affidavit Concerning Employment of
Unauthorized Aliens**

Tuhey Pool Bathhouse Unit Price BID FORM

(To be completed for all bids. Please type or clearly print in Black or Blue Ink)

Owner: City of Muncie, Indiana

1. Name of Bidder (Firm/Company): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the **RE-ROOFING WORK AT THE HISTORIC TUHEY POOL HOUSE** for the City of Muncie, Indiana in accordance with plans, specifications, and documents dated **10/16/2024**.

The base bid is to include all work as described in Specifications and Drawings entitled Tuhey Pool House Re-Roofing for the sum of _____

\$ _____

UNIT PRICES:

Should any of building fascia supporting the guttering require replacement the following UNIT PRICES shall be used to determine the amount below shall be "added to" or the base bid.

Remove and Replace Fascia Board per lineal foot

_____ Dollars

(\$ _____)

PROJECT TIME:

The bidder agrees to complete the project in _____ work days as defined by the City of Muncie from the date established in the Notice to Proceed, if awarded the contract for this Project.

Bidder can start the project on _____.

ADDENDA:

The Bidder acknowledges receipt of all Addenda as listed below and has incorporated their provisions into this bid:

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

The undersigned further agrees to furnish a bond or certified check with this bid for an amount of the base bid specified in the notice of the letting and Instructions to Bidders.

List 3 references for which you have performed work similar in nature of the work of this contract.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

REQUEST FOR SUBCONTRACTORS
Tuhey Pool Bathhouse Roof Replacement:

If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond.

If you are unable to provide a listing at this time, a listing must be provided prior to signing the contract. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the City in the event that you subsequently determine that you will use a subcontractor on this project.

My firm intends to use the following subcontractors on this job.

Subcontractor 1

Firm Name _____

Firm Owner _____

Firm Address _____

Type of Work/Equipment _____

Bond Required? YES NO (circle one)

Subcontractor 2

Firm Name _____

Firm Owner _____

Firm Address _____

Type of Work/Equipment _____

Bond Required? YES NO (circle one)

(signature required at bottom of page 2)

Subcontractor 3

Firm Name _____

Firm Owner _____

Firm Address _____

Type of Work/Equipment _____

Bond Required? YES NO (circle one)

Subcontractor 4

Firm Name _____

Firm Owner _____

Firm Address _____

Type of Work/Equipment _____

Bond Required? YES NO (circle one)

I acknowledge that all provisions of this contract flow down to all subcontractors.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

**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.

Company Name

Company Owner

Company President

Company Address

City, State, Zip

Authorized Signature

Date

Title

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 knowingly employ any “unauthorized aliens” as that term is defined in 8 U.S.C 1324a(h)(3).

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

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

Signature: _____

Printed Name: _____

Title: _____

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.

Attachment B

Wage Determination

IN 20240002

With 21 Modifications

"General Decision Number: IN20240002 10/04/2024

Superseded General Decision Number: IN20230002

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)(1).

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 \$17.20 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 2024.
_____	_____

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:	\$12.90 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 2024.
_____	_____

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 01/05/2024
- 1 02/16/2024
- 2 02/23/2024
- 3 03/22/2024
- 4 04/05/2024
- 5 04/19/2024
- 6 05/17/2024
- 7 05/31/2024
- 8 06/07/2024
- 9 06/14/2024
- 10 07/05/2024
- 11 07/12/2024
- 12 07/19/2024
- 13 07/26/2024
- 14 08/09/2024
- 15 08/16/2024
- 16 08/23/2024
- 17 08/30/2024
- 18 09/06/2024
- 19 09/13/2024

20 09/20/2024
 21 10/04/2024

ASBE0018-004 06/01/2024

BARTHOLOMEW, BENTON, BOONE, CARROLL, CLINTON, DELAWARE, FOUNTAIN, HAMILTON, HANCOCK, HENDRICKS, HOWARD, JOHNSON, MADISON, MARION, MONROE, MONTGOMERY, MORGAN, SHELBY, TIPPECANOE, TIPTON, AND WARREN COUNTIES:

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 38.55	23.53
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

BRIN0019-001 06/01/2023

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

	Rates	Fringes
Bricklayer, Stonemason, Pointer, Caulker & Cleaner.....	\$ 33.83	20.14
TERRAZZO FINISHER.....	\$ 23.38	13.15
TERRAZZO WORKER/SETTER.....	\$ 36.38	17.24
Tile & Marble Finisher.....	\$ 23.38	13.15
Tile & Marble Setter; Mosaic Worker.....	\$ 35.63	17.23

CARP0912-001 06/01/2024

	Rates	Fringes
CARPENTER		
ZONE 2: BOONE, FOUNTAIN, HENDRICKS, MONROE, MONTGOMERY AND MORGAN COUNTIES		
Carpenters, Drywall.....	\$ 35.55	23.80
Millwright.....	\$ 36.94	25.42
ZONE 4: BLACKFORD, DELAWARE , JAY AND MADISON COUNTIES		
Carpenters, Drywall.....	\$ 35.26	23.80
Millwright.....	\$ 36.94	25.42

ELEC0855-003 06/01/2024

BLACKFORD, **DELAWARE**, AND JAY COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 38.53	21.42

ELEV0034-001 01/01/2024

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.....	\$ 57.68	37.885+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.

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; Batcher Plant (automatic dry batch); Bending Machine-Power Driven; Bituminous Mixer; Bituminous Paver; Bituminous Plant Engineer; Boatman; Bull Float; Compactor or Tamper-Self Propelled; Concrete Mixer (21 cu.

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

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

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

IRON0022-004 06/01/2024

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.....	\$ 36.70	25.69

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.

IRON0147-004 06/01/2024

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.....	\$ 34.20	30.51

LABO1112-001 06/01/2024

BLACKFORD, **DELAWARE**, GRANT, HAMILTON, HANCOCK, HENRY, JAY, & MADISON COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 26.56	18.00
GROUP 2.....	\$ 27.31	18.00
GROUP 3.....	\$ 28.06	18.00

LABORER CLASSIFICATIONS

GROUP 1: Building and construction laborers, scaffold builders (other than for masons of plasterers), mechanic tenders, window washers and cleaners, railroad workers, masonry wall washers, portable water pumps with discharge up to 3 inches, signal & flag person, Waterproofing, hauling of creosote lumber or like treated material (excluding railroad material), asphalt rakers and lutemen, kettlemen, air tool operator, pneumatic tool operator, air & electric vibrators and chipping hammer operator, earth compactors, jackman & sheetmen in ditches more than 6 feet

deep, laborers in ditches 6' deep or deeper, assembly of uniconrete 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 conveyer 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

PAIN0669-001 05/01/2023

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

Rates Fringes

Painters:

Brush; Roller;		
Paperhanging; Drywall		
Finishers.....	\$ 23.70	15.79
Spray/Waterblasting;		
Sandblasting.....	\$ 24.70	15.79

PAIN1165-016 01/01/2024

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.....	\$ 34.03	20.05

PLAS0692-009 06/01/2024

AREA #83

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 31.25	20.34
PLASTERER.....	\$ 29.99	16.60

PLUM0440-003 06/04/2024

DELAWARE, JAY and MADISON COUNTIES

	Rates	Fringes
Plumber and Steamfitter.....	\$ 46.50	19.89

* ROOF0119-005 09/01/2024

	Rates	Fringes
ROOFER.....	\$ 31.00	15.11

SFIN0669-002 04/01/2024

	Rates	Fringes
SPRINKLER FITTER.....	\$ 45.40	27.29

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

TEAM0135-001 06/01/2024

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.....	\$ 32.10	a
GROUP 2.....	\$ 32.60	a
GROUP 3.....	\$ 32.80	a
GROUP 4.....	\$ 32.95	a
GROUP 5.....	\$ 33.45	a

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.

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

=====

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

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

The body of each wage determination lists the 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.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- * 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.

=====

END OF GENERAL DECISION"

Attachment C

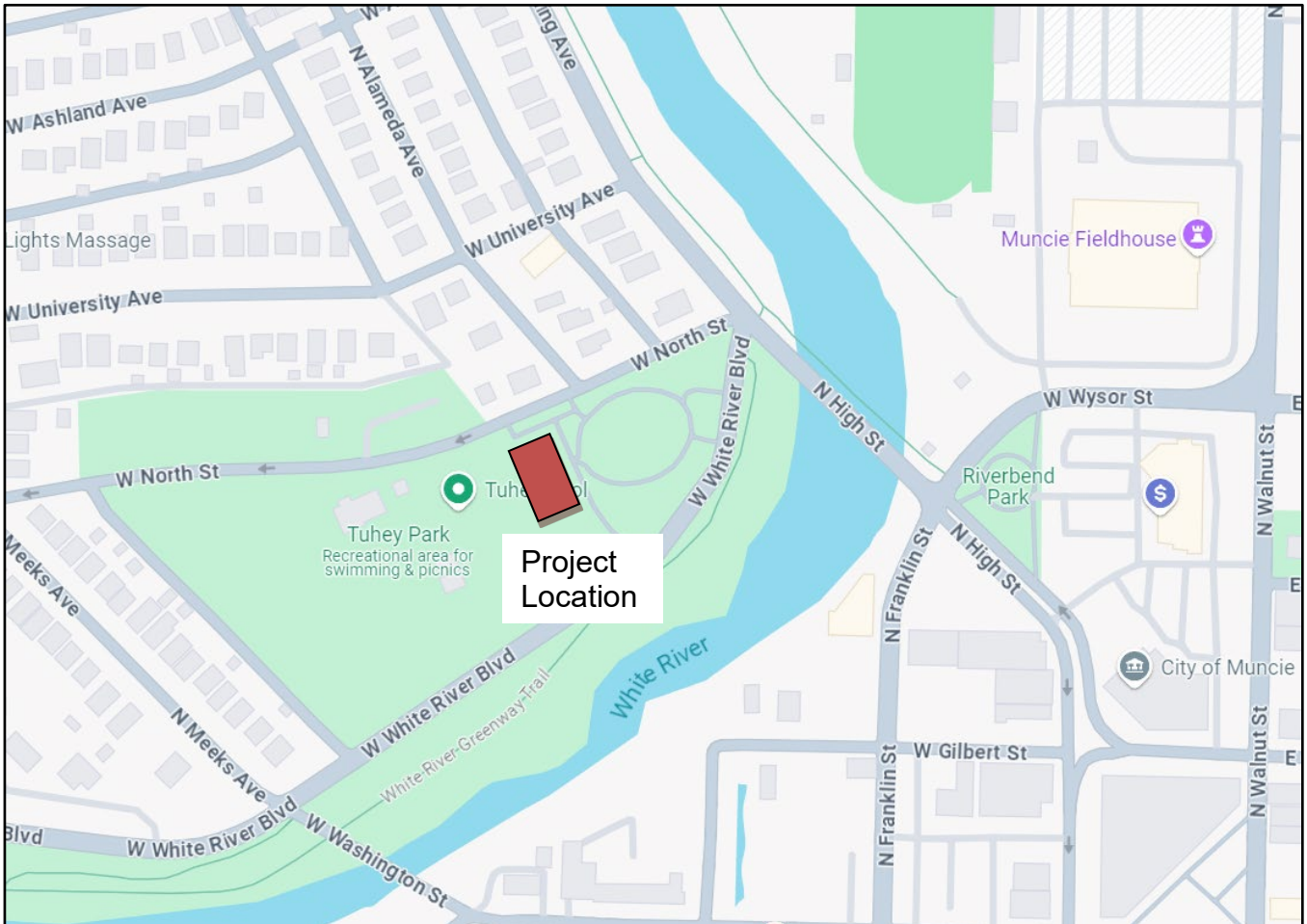
Specifications

Tuhey Pool House Re-Roofing

October 2024

City of Muncie, Indiana
Department of Community Development

October 2024



General Notes and Requirements

1. **General:** The following additional articles supplement or clarify any General Conditions of the Contract.
2. **Safety:**
 - a. State Occupational Safety and Health Standards apply to this project. The Owner, Architect and/or Engineer shall not be held responsible for enforcement of safety conditions. Particular attention to the following subparts must be observed:
 - b. Ladders and Scaffolds - All ladders, scaffolds, or temporary work platforms are to be kept in locked storage or removed from the job site when not in use or when unattended.
 - c. Cranes, Derricks, Hoists, and Conveyors: Cranes are to be guarded and/or secured at all times when on the job site so as to avoid becoming a hazard to the workers. Material hoists, lifts, or conveyors are to be secured so as to avoid becoming a hazard when unattended.
 - d. Motor Vehicles and Mechanized Equipment: Keys must be removed and secured from vehicles and other mobile equipment when not in use or unattended.
 - e. Vehicles and mobile equipment with door locking capability will be locked when not in use.
 - f. Demolition - Pay particular attention to safe procedures for demolition and removal of debris, so as not to create a hazard to the workers. The disposal of solid waste in open dumps is prohibited.
 - g. No firearms, alcohol or drugs may be brought onto the project at any time.
 - h. All poisonous or otherwise hazardous material will be kept in locked containers when not in use or left unattended.
 - i. Contractor's personnel will strictly adhere to all traffic regulations, traffic patterns, and speed limits.
 - j. All contractors working on this site must maintain an adequate safety program to ensure the safety of Contractor employees, subcontractor employees, and all other individuals working under this contract. The Contractor is required to comply with the state OSHA standards.
 - k. Contractor shall conduct product safety meeting and explain Material Safety Data Sheets (MSDS) to all employees on the project. Contractor shall review all safety procedures, especially those related to requirements relating to hazardous communications information.
3. **Applicable Standards And Codes:** Wherever reference is made to any published standards, codes or standard specifications, it shall mean the latest standard code, specification or tentative specification of the technical society, organization, or body referred to, which is in effect on the date of Invitation for Bids unless specifically stated otherwise.
4. **Fire Protection:**
 - a. The Contractor shall not use flammable liquids or gases, stoves, salamanders, tar pots, etc., in and on the building unless approved in writing by the Owner. Where welding, cutting or burning is necessary, incombustible shields shall be used and suitable fire extinguishing equipment shall be maintained nearby. Paints, oils, turpentine and similar materials shall be stored in well-ventilated spaces, and no other materials shall be stored therein. The arrangement for storage must have written approval of the Owner. The Contractor shall provide and maintain an adequate number of fire extinguishers throughout the construction period.
 - b. Free and unobstructed access shall be maintained at all times to fire extinguishing equipment and fire hydrants.
 - c. If any hot, including but not necessarily limited to, welding, burning, or torch cutting is required, the Contractor will station a watchman inside the building with proper fire

- extinguisher equipment.
- d. Open fire, for any purpose, will not be permitted within the building enclosure or on the project site.
5. **Prevention Of Nuisance From Noise, Etc.:** The Contractor shall be responsible for curtailing noise, smoke, fumes or other nuisances resulting from his operations within the limitations set by law and as directed by the Owner.
 6. **Underwriter's Approval:** All fabricated assemblies of electrically operated equipment shall bear the label of the Underwriters' Laboratories or their re-examination listing in every case where such approval has been established for the particular type of material or device in question. This requirement shall apply also to all manufactured items of electrically operated equipment.
 7. **Use Of Construction Chemicals And Miscellaneous Fume Producing Materials:** Contractor shall take precautions as necessary to prevent migration into existing occupied facility of noxious, irritating or hazardous fumes and gases. When sealants, adhesives, compounds, cleaners, lubricants, paints, etc. are to be applied, provide adequate exhaust to exterior of the building. Provide fresh air ventilation as required to work safely in confined areas. Prior to application of form oil or concrete curing compound, arrange for test application to be made on site.
 8. **Discrepancies In Documents:** Should the General Contractor or his subcontractors find discrepancies or ambiguities in, or omissions from, the Drawings or Specifications, or should he be in doubt as to their meaning, he shall at once notify the Owner, who will issue an interpretation in writing. Failure to notify the Owner of discrepancies shall constitute acceptance of the conditions and work necessary to carry out the work.
 9. **Cutting and Patching:**
 - a. Structural members shall not be cut without express written approval of the Owner.
 - b. Except as otherwise indicated use materials for cutting and patching that are identical to existing materials. If identical materials are not available, or cannot be used, use materials that match existing adjacent surfaces to the fullest extent possible.
 10. **Temporary Facilities:**
 - a. Sanitary Facilities: Contractor shall provide and maintain in a neat and sanitary condition chemical type toilet facilities, which comply with the requirements and regulations of the Department of Health or other bodies having jurisdiction. These facilities shall be available to all workers on the job.
 - b. Light and Power Service: Make all arrangements and pay all charges to provide, protect, and maintain a temporary generator for temporary light and power in a safe operating condition and in compliance with applicable state and local requirements.
 11. **Clean-Up:**
 - a. Maintain the project premises and public properties free from accumulation of waste, debris, soil and rubbish caused by operations. Execute cleaning to ensure that the buildings, grounds and public properties are maintained free from accumulations of waste materials. Provide suitable approved containers on the site for collection of waste materials and rubbish.
 - b. At the completion of work, remove waste materials, rubbish, tools, equipment, machinery, and surplus materials. Clean all sight-exposed surfaces. Leave the project clean and ready for occupancy.
 - c. Prevent the accumulation of wastes that create hazardous conditions. Store volatile wastes in covered metal containers and remove from premises daily. Provide adequate ventilation

- during use of volatile and noxious substances.
- d. Conduct clean disposal operations to comply with local ordinances and anti-pollution laws.
- e. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary drains.

12. Warranties:

- a. Provide copies of all warranties and warrantied materials prior to final Application for Payment.
- b. Execute and assemble documents for Subcontractors, suppliers and manufacturers.
- c. Submit prior to final Application for Payment.

- End of General Notes and Requirements -

Demolition and Removal

1. **Scope of Demolition and Removal Work:** Demolition and removal work includes, but is not limited to:
 - a. the removal of existing roofing, associated flashing, gutters, and downspouts.
 - b. Plumbing vents noted on drawing are to be removed below the roof deck as far as possible.
 - c. Flues above utility room be completely removed to connection with equipment below.
 - d. Exhaust hood over covered patio shall be completely removed
2. **Preparation of Substrates:** Materials and coverings of substrates to receive new work shall be cleaned and material removed as necessary to provide a proper, level, and stable substrate for new work indicated.
3. **Condition of Structures:** The Owner assumes no responsibility for the actual condition of structures to be demolished. The Owner will maintain conditions existing at the time of inspection for building purposes in so far as practicable.
4. **Cleaning:** Clean adjacent structures and improvements of all dust, dirt and debris caused by demolition operations, and as directed by the Owner. Return adjacent areas to condition existing prior to the start of the work.
5. **Demolition Guidelines:**
 - a. Remove indicated work and items described in the drawings and specifications completely and remove from site. Use such methods as required to complete the work within the limitations of the governing regulations.
 - b. Any parts of existing construction that are to remain and which are damaged during demolition and preparatory work for new construction work on this project shall be patched to match existing subsurface texture, finish and surface elevation. Adjacent surface patching and finishing of such areas shall conform with all applicable requirements of other technical sections of these specifications, and shall match existing work in material, type, finish, etc.
 - c. Conduct demolition operations and the removal of debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used buildings.
 - d. Do not close or obstruct streets, walks, or buildings without permission from the Owner and the City.
 - e. Contractor shall provide, erect and maintain all barricades, warning signs and guards as necessary for protection of adjacent parts of existing structure, the Owner, and the general public.
 - f. Disposal: All barricades, guards, signs, etc. shall be removed from the site as soon as practical and when approved by the Owner. Removed roofing materials and other materials and debris shall be removed from the site as soon as possible preventing accumulation of debris.
6. **Clean Up:**
 - a. On completion of demolitions and removal work and after removal of all debris, leave site in clean condition satisfactory to the Owner. Clean-up shall include of site disposal of all items and materials not required to remain on the property or be retained by the Owner, as well as all debris and rubbish resulting from demolition operations.
 - b. Clean adjacent structures and improvements of all dust, dirt and debris caused by demolition operations, and as directed by the Owner. Return adjacent areas to condition existing prior to the start of the work.

- End of General Requirements -

Gutters and Downspouts

1. All gutters to be .032", K-Style, prefinished aluminum
2. Gutter lengths shall be continuous with mitered and sealed corners
3. Attach gutter with screw style gutter hangers at 24" spacing maximum.
4. Hangers shall be one-piece .050" aluminum channel form design with reinforcing ribs

- End of Gutters and Downspouts –

Fascia

1. It is the intent to reuse all wood fascia board to the fullest extent practical.
2. Any fascia board that is damaged or missing shall be replaced with new fascia boards matching size and thickness of existing boards. All fasteners shall be galvanized.
3. New boards shall be clear pine sanded and primed prior to installation.
4. All fascia boards, existing and new, shall be painted prior to gutter installation. Paint all exposed surfaces including back side.
5. Painting
 - a. Color to match existing paint color on the building.
 - b. Remove or protect hardware, accessories, device plated, lighting fixtures, factory finished work, and similar items; provide ample in-place protection. Upon completion carefully replace any removed items.
 - c. Protect adjacent surface and materials not to receive paint.
 - d. Previously Painted Surfaces:
 - i. Remove all blistered, peeling, loose and/or scaling paint to a sound substrate. Remove heavy chalk by hand scrubbing with mild detergent and water. Any existing mildew on the surface must be completely killed and removed before application.
 - ii. Powerwashing, chemical, or heat paint removal methods will not be used.
 - iii. Sanding by use of orbital hand sanders shall be permitted on flat surfaces.
 - iv. Protect adjunct surface during preparation
 - v. Collect all paint chips, shavings, etc. during preparation and dispose of following all relevant regulations.
 - e. Priming:
 - i. All unpainted/new wood surfaces to receive one coat of primer.
 - ii. All previously painted surface shall be spot primed at all areas of bare wood.
 - iii. Primer shall be exterior stain blocking latex primer sealer.
 - f. Finish Coats:
 - i. All surfaces to be painted shall receive two (2) finish coats of paint
 - ii. Finish Coat Paint shall be 100% acrylic latex exterior house paint, satin finish.

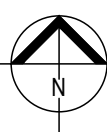
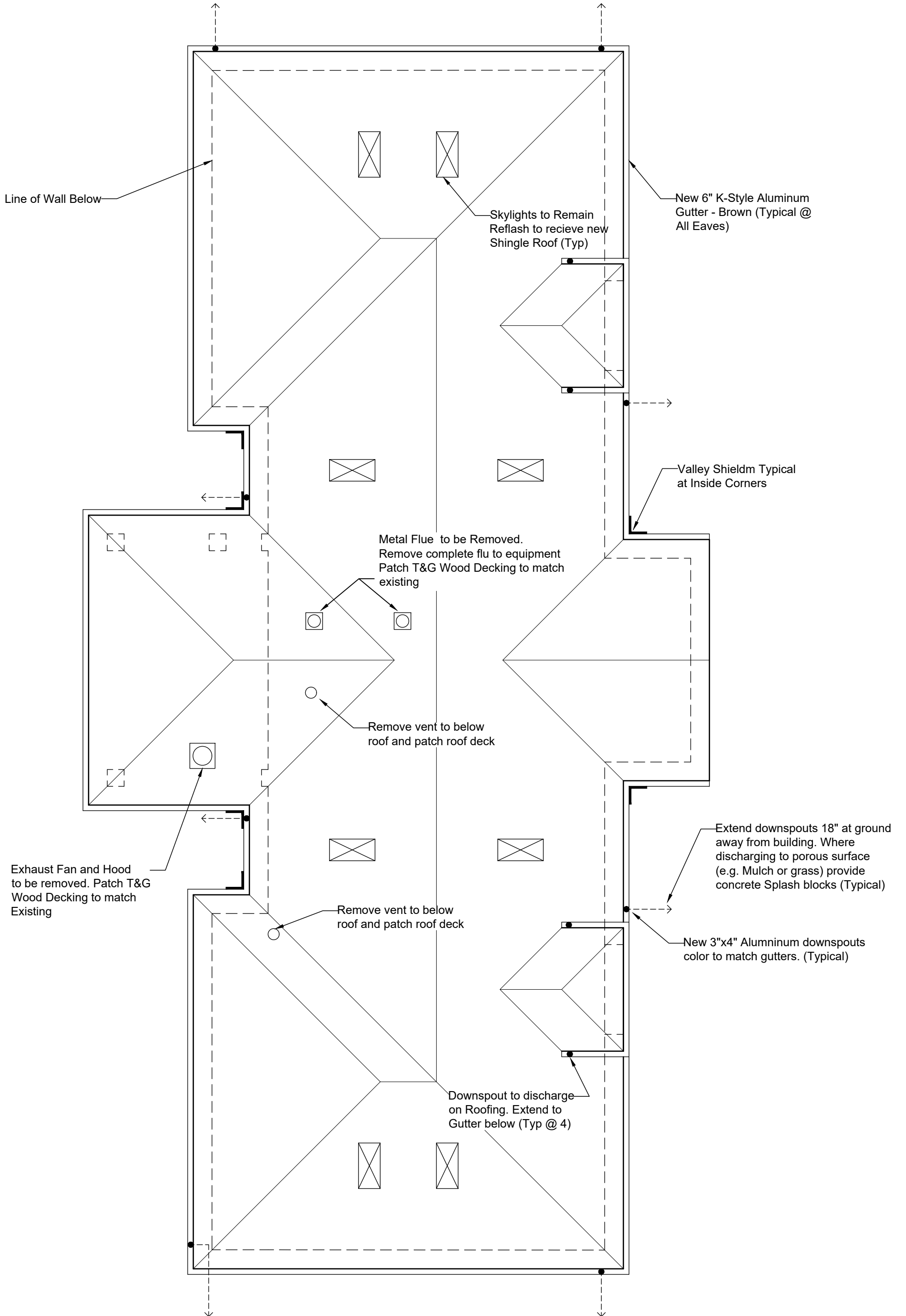
- End of Fascia –

Asphalt Shingle Roofing

1. Submittals
 - a. Product Data: Provide manufacturer's printed product information indicating material characteristics, performance criteria and product limitations.
 - b. Color Samples for Owner selection
 - c. If alternate is proposed, submit Manufacturer's Installation Instructions and Certificate of Compliance that product meets or exceeds:
 - i. ASTM E 108/UL 790 Class A Fire Resistance
 - ii. ASTM D 3161/UL 997 Wind Resistance.
 - iii. ASTM D 3462
 - d. Manufacturer's Warranty Information
2. Installation Conditions: Anticipate and observe environmental conditions (temperature, humidity and moisture) within limits recommended by manufacturer for optimum results. Do not install products under environment conditions outside manufacturer's absolute limits.
3. Extra Material – Provide 100 square feet of extra shingles of each color selected
4. Materials
 - a. Asphalt Fiberglass Shingles: CertainTeed Landmark Pro: Conforming to ASTM D 3018 Type I – Self-Sealing; UL Certification of ASTM D 3462, ASTM D 3161/UL997 80-mph Wind Resistance and UL Class A Fire Resistance; glass fiber mat base; ceramically colored algae resistant granules across entire face of the shingle; two-piece laminated shingle. Color as selected by Owner from manufacturer's standards. Color as selected by Owner.
 - b. Eave and Valley Protection: Install self-adhering polymer modified bitumen ice and water shield protection at eaves and valleys
 - c. Underlayment: Reinforced synthetic roofing underlayment designed for use under asphalt shingle roofing. CertainTeed Diamond Deck ASTM D 226 and ASTM D 4869 synthetic polymer-based scrim reinforced underlayment or approved equal
 - d. Sheet Flashing: ASTM B 209; 0.025 (0.63mm) thick aluminum, Finish to match shingle as close as possible.
 - e. Eave Drip Edge: Type D, "T" style profile. Extend minimum 2-1/2" over roof and 1-1/2" over fascia. Minimum 0.019" thick Aluminum. Finish to match shingle as close as possible.
5. Examination and Weather Conditions
 - a. Verify that roof repairs have been completed to a satisfactory point to install roofing.
 - b. Verify penetrations are in place and flashed to deck surfaces.
 - c. Verify deck surfaces are dry and free of ridges, warps or voids.
 - d. Install ice and water protection, roof underlayment on dry roof deck in temperatures above 45 deg F.
 - e. Install Shingles and accessories following manufactures standards for weather and temperature
 - f. Broom clean deck surfaces under eave protection and underlayment prior to their application
6. Installation – Ice and Water Shield Protection

- a. Place eave edge and gable metal edge drip edge flashing tight with fascia boards. Weather-lap joints 2 inches (50mm). Secure flange with nails spaced 8 inches (200 mm) on center.
 - b. Apply Ice and Water Sheild membrane as eave and valley protection in accordance with manufacturer's instructions.
 - c. Extend membrane minimum 36" up slope from edge of eave, lap joints minimum 6".
 - d. Extend membrane minimum 18" up slope each side of valley, lap joints minimum 6".
7. Installation – Underlayment: Follow manufacturer's printed instructions. Lap minimum 6 inches (100mm) over eave protection. Avoid contact or solvent-based cements with synthetic underlayment
8. Installation – Asphalt Shingles: Install shingles in accordance with manufacturer's instructions for product type and application specified.

- End of Asphalt Shingle Roofing -



Roof Plan

1/8" = 1'-0"



Tuhey Pool House Re-Roofing October 2024

TUHEY POOL BATHHOUSE ROOF PROJECT
B-24-MC-18-0010
CFDA # 14.218

Original Bid Packet Dated October 16, 2024

ADDENDUM NUMBER ONE

ADDENDUM TO THE BID PACKET, DRAWINGS, and SPECIFICATIONS FOR:

Tuhey Pool Bathhouse Roof

Tuhey Park
Muncie, Indiana

October 30, 2024

The information in this Addendum shall become a part of the base Drawings, Specifications and Bid Packet the same as if originally incorporated therein. The original Drawings, Specifications and Bid Packet Documents shall remain in their entirety except as modified by this and previous Addenda.

Acknowledgement of receipt of this Addendum shall be noted in the bid form (page 41 of the Bid Packet Documents)

1. The most recent wage determinations to be used for this project shall be Davis-Bacon Act WD # IN2024002, Modification #23, Construction: Building, Last Revised date Oct 18, 2024. A complete copy of these most recent wage determinations can be found at <https://sam.gov/wage-determination/IN20240002/23>
2. Roof Rafter Replacement: Replace in kind or sister on each side with new rafters of matching size on the side of the skylight north of the main entrance and noted on the addendum #1 drawing dated 10/30/2024 attached to this addendum.
3. Roof Deck Replacement: Provide a square foot unit price to replace damaged and non-serviceable roof deck to match existing deck. See revised Bid Form Unit Price Form, page 40 of the Bid Packet Documentation attached to this addendum

END OF ADDENDUM NUMBER ONE

**Tuhey Pool Bathhouse
Unit Price BID FORM**

(To be completed for all bids. Please type or clearly print in Black or Blue Ink)

Owner: City of Muncie, Indiana

1. Name of Bidder (Firm/Company): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the **RE-AT THE HISTORIC TUHEY POOL HOUSE** for the City of Muncie, Indiana in accordance with plans, specifications, and documents dated **October 16, 2024**. The base bid is to include all work as described in Specifications and Drawings entitled Tuhey Pool House Re-Roofing for the sum of _____

_____ \$ _____

UNIT PRICES:

Should any of building fascia supporting the guttering require replacement the following UNIT PRICES shall be used to determine the amount below shall be "added to" or the base bid.

Remove and Replace Fascia Board per lineal foot

_____ Dollars
(\$ _____)

Should any of building roof deck require replacement the following UNIT PRICES for matching roof deck shall be used to determine the amount below shall be "added to" or the base bid.

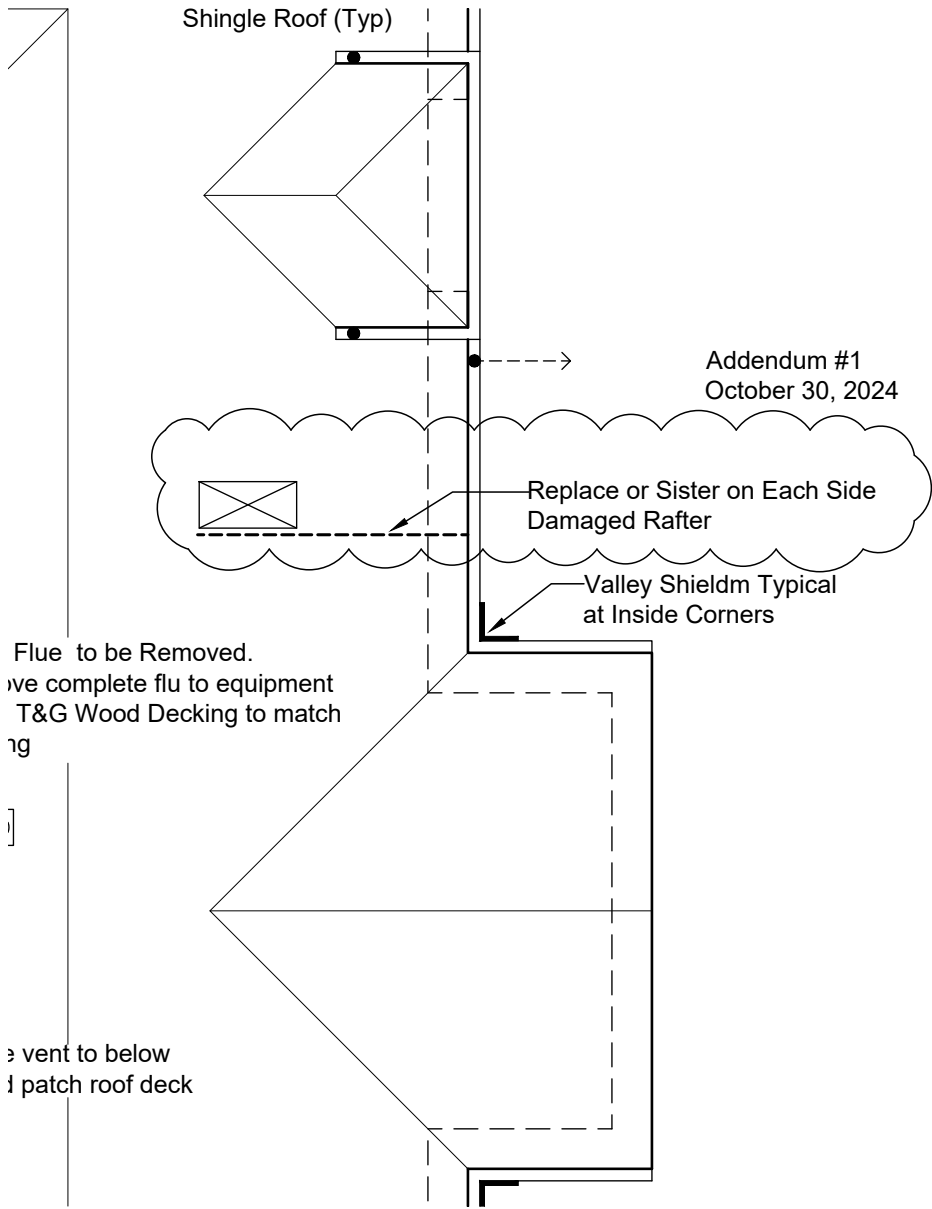
Remove and Replace roof deck per square foot

_____ Dollars
(\$ _____)

PROJECT TIME:

The bidder agrees to complete the project in _____ work days as defined by the City of Muncie from the date established in the Notice to Proceed, if awarded the contract for this Project.

Bidder can start the project on _____



Addendum #1
October 30, 2024

Flue to be Removed.
Complete flu to equipment
T&G Wood Decking to match

Replace or Sister on Each Side
Damaged Rafter

Valley Shieldm Typical
at Inside Corners

vent to below
patch roof deck