ADDENDUM NO. 1 TO THE BIDDING REQUIREMENTS AND CONTRACT DOCUMENTS FOR THE LIFT STATION AND FORCE MAIN IMPROVEMENTS

OWNER: Town of Montgomery

ISSUED BY/ENGINEER: Egis BLN USA, Inc.

8320 Craig Street

Indianapolis, Indiana 46250

ISSUED TO: All Plan and Specifications Holders of Record

ISSUE DATE: December 6, 2024

BID DATE: December 12, 2024

This Addendum No. 1, consisting of 2 pages, shall clarify, correct, or change the Bidding Requirements or the proposed Contract Documents. This Addendum is a part of the Bidding Requirements and the proposed Contract Documents and shall govern in the performance of the Work.

PART 1 - PROJECT MANUAL

1.1 ITEM NO. 1 - SECTION 00311 - PERMITS

A. The IDEM construction permit and CSX Railroad Agreement are attached. The contractor awarded the job will need to sign the CSX Railroad Agreement. Railroad protective liability insurance is not required but the contractor will have to provide general liability in accordance with this agreement

1.2 ITEM NO. 2 – SECTION 00833 – LABOR STANDARDS PROVISIONS

A. Replace the wage scale in this section with the attached General Decision No. IN20240006 12/6/2024 with 29 modifications.

1.3 ITEM NO. 3 – SECTION 02539 – TEMPORARY BYPASS PUMPING, 1.2 SYSTEM REQUIREMENTS

A. The flows that the bypass system needs to pump are 230 gpm for the Petty and Walker lift stations and 400 gpm for the Main lift station.

1.4 ITEM NO. 4 – SECTION 02539 – TEMPORARY BYPASS PUMPING, 3.3.B DISCHARGE PIPING SYSTEM

A. Discharge piping system must be located no further than 20 feet from the US 50 right-of-way. If buried, it does not have to be deep to prevent freezing.

PART 2 - DRAWINGS - NOT APPLICABLE

PART 3 - ADDITIONAL TECHNICAL INFORMATION

The following technical information is not part of the Contract Documents, but Bidder is entitled to rely upon this "technical data" as provided in Paragraph 4.02 of the General Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions or information contained in such information.

3.1 ITEM NO. 5 – PRE-BID MEETING MINUTES

A. Pre-bid meeting minutes and sign-in sheets are attached to this addendum.

Except as modified by this Addendum and other Addenda, the Bidding Requirements and the proposed Contract Documents shall remain unchanged. You will receive no other notification of this Addendum. RECEIPT OF THIS ADDENDUM MUST BE ACKNOWLEDGED IN SECTION 00410 - BID FORM, PAGE 00410-1.

CERTIFIED BY:

Brian A. Bullock, P.E. Registered P.E. No. 10302266

a. Bullad

State of Indiana

Encls.: IDEM Construction Permit

CSX Railroad Agreement

Wage Scale

Pre-bid meeting minutes and sign in sheet



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We Protect Hoosiers and Our Environment.

100 N. Senate Avenue • Indianapolis, IN 46204

(800) 451-6027 • (317) 232-8603 • www.idem.IN.gov

Eric J. Holcomb

Governor

Brian C. Rockensuess

Commissioner

December 4, 2024

VIA ELECTRONIC MAIL

Mr. Mike Healy, Council President Town of Montgomery 370 Main Street Montgomery, Indiana 47558

Dear Mr. Healy:

Re: 327 IAC 3 Construction
Permit Application
Sanitary Sewer
Montgomery Lift Stations and Force Main
Improvements
SRF Project Permit Approval No. L-0764
Montgomery, Indiana
Daviess County

The application, plans and specifications, and supporting documents for the above-referenced project have been reviewed and processed in accordance with rules adopted under 327 IAC 3. Enclosed is the Construction Permit (Approval No. L-0764), which applies to the construction of the above-referenced proposed sanitary sewer system to be located near the Town of Montgomery Wastewater Treatment Plant. Construction will also occur near the intersection of Park Road and County Road 100 North and along US 50 between the intersections with Westview Drive and Meyers Street.

Please review the enclosed permit carefully and become familiar with its terms and conditions. In addition, it is imperative that the applicant, consulting architect/engineer (A/E), inspector, and contractor are aware of these terms, conditions, and reporting and testing requirements.

It should be noted that any person affected or aggrieved by the agency's decision in authorizing the construction of the above-referenced facility may, within fifteen (15) days from date of mailing, appeal by filing a request with the Office of Administrative Law Proceedings for an adjudicatory hearing in accordance with IC 4-21.5-3-7 and IC 13-15-6. The procedure for appeal is outlined in more detail in Part III of the attached construction permit.

The approval applies to the technical and operational acceptability of the submitted plans and does not imply that the entire project is eligible for SRF financing or that funds are available.



Plans and specifications were prepared by Egis BLN USA, Inc., certified by Mr. Brian A. Bullock, P.E., and submitted for review on November 22, 2024.

Any technical/engineering questions concerning this permit may be addressed to Mr. Mike Miles of our staff, at 317/232-6548.

Sincerely,

Kevin D. Czerniakowski, P.E.

Kein D. Czermislevisle

Section Chief

Facility Construction and Engineering Support Section

Office of Water Quality

Project No. SRF-0807

Enclosures

cc: Daviess County Health Department

EGIS BLN USA, Inc.

Page 1 of 7 Permit Approval No. L-0764

INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT AUTHORIZATION FOR CONSTRUCTION OF SANITARY SEWER SYSTEM UNDER 327 IAC 3

DECISION OF APPROVAL

The Town of Montgomery, in accordance with the provisions of IC 13-15 and 327 IAC 3 is hereby issued a permit to construct the sanitary sewer system to be located near the Town of Montgomery Wastewater Treatment Plant. Construction will also occur near the intersection of Park Road and County Road 100 North and along US 50 between the intersections with Westview Drive and Meyers Street. The permittee is required to comply with requirements set forth in Parts I, II and III hereof. The permit is effective pursuant to IC 4-21.5-3-4(d). If a petition for review and a petition for stay of effectiveness are filed pursuant to IC 13-15-6, an Environmental Law Judge may be appointed for an adjudicatory hearing. The force and effect of any contested permit provision may be stayed at that time.

NOTICE OF EXPIRATION DATE

Authorization to initiate construction of this sanitary sewer system shall expire at midnight one year from the date of issuance of this construction permit. In order to receive authorization to initiate construction beyond this date, the permittee shall submit such information and forms as required by the Indiana Department of Environmental Management. It is requested that this information be submitted sixty (60) days prior to the expiration date to initiate construction. This permit shall be valid for a period of five (5) years from the date below for full construction completion.

Issued on <u>December 4, 2024</u>, for the Indiana Department of Environmental Management.

Kevin D. Czerniakowski, P.E.

Kein D. Czernislavisli

Section Chief

Facility Construction and Engineering Support Section

Office of Water Quality

SANITARY SEWER SYSTEM DESCRIPTION

The proposed project shall consist of the construction of improvements to two (2) existing sanitary sewer lift stations and the construction of three (3) new sanitary sewer force mains. There are no new sanitary sewer connections in the proposed project and there is no expected increase in the existing average daily wastewater flow in the project areas. Bypass pumping during construction will be provided.

The proposed project shall consist of the following construction:

- Approximately 555 feet of 12-inch diameter HDPE (ASTM F714 DR-11, 160 PSI) and 1,000 feet of 8-inch diameter HDPE (ASTM F714 DR-11, 160 PSI) sanitary sewer force main to be connected to the Main Lift Station located near the wastewater treatment plant. The horizontal directional drilling (HDD) installation is approved as an alternate to the Technical Standards per 327 IAC 3-6-32.
- Improvements to the Walker Lift Station located near the northeast side of the intersection of Park Road and County Road 100 North. The improvements will consist of the replacement of the two existing submersible pumps and a new valve vault. Each new pump will have a capacity of 400 GPM at 53' of TDH.
- Approximately 2,700 feet of 8-inch diameter HDPE (ASTM F714 DR-11) force main to be connected to the Walker Lift Station. The HDD installation is approved as an alternate to the Technical Standards.
- Improvements to the Petty Lift Station located near the northwest corner of the intersection of US 50 and Westview Drive. The improvements will consist of the replacement of the two submersible pumps and a new valve vault. Each new pump will have a capacity of 400 GPM at 75' of TDH.
- Approximately 3,170 feet of 8-inch diameter HDPE (ASTM F714 DR-11) force main to be connected to the Petty Lift Station. The new force main will be installed by pipe bursting an existing force main.

The force main from the Main Lift Station will be connected to existing piping at the wastewater treatment plant. The Walker Station will be connected to the new force main from the Main Lift Station. The force main from the Petty Lift Station will be connected to an existing sanitary sewer manhole located near the intersection of Meyers Street and Hasting Street. The force main from the Walker Lift Station will cross a railroad near the Wastewater Treatment Plant.

Inspection during construction will be provided by the Town of Montgomery and Egis Group. Maintenance after completion of construction will be provided by the Town of Montgomery. Wastewater treatment will be provided by the Town of Montgomery Wastewater Treatment Plant.

Page 3 of 7 Permit Approval No. L-0764

CONDITIONS AND LIMITATIONS TO THE AUTHORIZATION FOR CONSTRUCTION OF SANITARY SEWERS

During the period beginning on the effective date of this permit and extending until the expiration date, the permittee is authorized to construct the above-described sanitary sewer system. Such construction shall conform to all provisions of State Rule 327 IAC 3 and the following specific provisions:

PART I

SPECIFIC CONDITIONS AND LIMITATIONS TO THE CONSTRUCTION PERMIT

Unless specific authorization is otherwise provided under the permit, the permittee shall comply with the following conditions:

- 1. Any local permits required for this project, along with easement acquisition, shall be obtained before construction is initiated.
- 2. As-built plans shall be submitted to this office pursuant to 327 IAC 3-3-1.
- 3. If pollution or nuisance conditions are created, immediate corrective action will be taken by the permittee.
- 4. If construction is located within a floodway, a permit may also be required from The Department of Natural Resources prior to the start of construction. It is the permittee's responsibility to coordinate with that agency and obtain any required approvals if applicable. Questions may be directed to the Technical Services Section, Division of Water at 317/232-4160.
- 5. The separation of sanitary sewers from water mains and drinking water wells must comply with 327 IAC 3-6-9.
- 6. All gravity sewer pipe must be leak tested using either a hydrostatic test or air test in accordance with 327 IAC 3-6-19(d). If using a hydrostatic test, the rate of exfiltration or infiltration shall not exceed 200 gallons per inch of pipe diameter per linear mile per day. Air tests shall be as prescribed.
- 7. The results of the gravity sewer leakage test and/or force main leakage test on the completed sewer shall be submitted to this office within three months of completion of construction.

Page 4 of 7 Permit Approval No. L-0764

- 8. Deflection tests must be performed on all flexible* pipe after the final backfill has been in place at least 30 days. No pipe shall exceed a vertical deflection of 5%. Deflection test results shall be submitted with the infiltration/exfiltration test results. (*The following are considered nonflexible pipes: vitrified clay pipe, concrete pipe, ductile iron pipe, cast iron pipe, asbestos cement pipe.)
- 9. Manholes shall be air tested in accordance with ASTM C1244-93, Standard Test Method for Concrete Sewer Manholes by the Negative Air Pressure (Vacuum) Test. The manhole test results shall be submitted with the gravity sewer leakage test results.
- 10. Air relief valves shall be installed at high points in a new force main.
- 11. All force mains must be pressure and leak tested in accordance with 327 IAC 3-6-19(e).
- 12. An audio-visual alarm shall be installed at the rehabilitated lift stations.

Failure to submit test results within the allotted time period or failure to meet guidelines as set forth in the above conditions could be subject to enforcement proceedings as provided by 327 IAC 3-5-3.

Page 5 of 7 Permit Approval No. L-0764

PART II

GENERAL CONDITIONS

- 1. No significant or material changes in the scope of the plans or construction of this project shall be made unless the following provisions are met:
 - a. Request for permit modification is made 60 days in advance of the proposed significant or material changes in the scope of the plans or construction;
 - b. Submit a detailed statement of such proposed changes;
 - c. Submit revised plans and specifications including a revised design summary; and
 - d. Obtain a revised construction permit from this agency.
- 2. This permit may be modified, suspended, or revoked for cause including, but not limited to the following:
 - a. Violation of any term or conditions of this permit:
 - b. Obtaining this permit by misrepresentation or failure to disclose fully all relevant facts.
- 3. Nothing herein shall be construed as guaranteeing that the proposed sanitary sewer system shall meet standards, limitations or requirements of this or any other agency of state or federal government, as this agency has no direct control over the actual construction and/or operation of the proposed project.

Page 6 of 7 Permit Approval No. L-0764

PART III

NOTICE OF RIGHT TO ADMINISTRATIVE REVIEW

Anyone wishing to challenge this construction permit must do so by filing a Petition for Administrative Review with the Office of Administrative Law Proceedings (OALP), and serving a copy of the petition upon IDEM. The requirements for filing a Petition for Administrative Review are found in IC 4-21.5-3-7, IC 13-15-6-1 and 315 IAC 1-3-2. A summary of the requirements of these laws is provided below.

A Petition for Administrative Review must be filed with the Office of Administrative Law Proceedings (OALP) within fifteen (15) days of the issuance of this notice (eighteen (18) days if notice was received by U.S. Mail), and a copy must be served upon IDEM. Addresses are:

Director
Office of Administrative Law Proceedings
Indiana Government Center North
Room 802
100 North Senate Avenue
Indianapolis, Indiana 46204

Commissioner
Indiana Department of Environmental
Management
Indiana Government Center North
Room 1301
100 North Senate Avenue
Indianapolis, Indiana 46204

The petition must contain the following information:

- 1. The name, address and telephone number of each petitioner.
- 2. A description of each petitioner's interest in the permit.
- 3. A statement of facts demonstrating that each petitioner is:
 - a. a person to whom the order is directed;
 - b. aggrieved or adversely affected by the permit; or
 - c. entitled to administrative review under any law.
- 4. The reasons for the request for administrative review.
- 5. The particular legal issues proposed for review.
- 6. The alleged environmental concerns or technical deficiencies of the permit.
- 7. The permit terms and conditions that the petitioner believes would be appropriate and would comply with the law.
- 8. The identity of any persons represented by the petitioner.
- 9. The identity of the person against whom administrative review is sought.
- 10. A copy of the permit that is the basis of the petition.
- 11. A statement identifying petitioner's attorney or other representative, if any.

Page 7 of 7 Permit Approval No. L-0764

Failure to meet the requirements of the law with respect to a Petition for Administrative Review may result in a waiver of the Petitioner's right to seek administrative review of the permit. Examples are:

- 1. Failure to file a Petition by the applicable deadline;
- 2. Failure to serve a copy of the Petition upon IDEM when it is filed; or
- 3. Failure to include the information required by law.

If Petitioner seeks to have a permit stayed during the administrative review, he or she may need to file a Petition for a Stay of Effectiveness. The specific requirements for such a Petition can be found in 315 IAC 1-3-2 and 315 IAC 1-3-2.1.

Pursuant to IC 4-21.5-3-17, OALP will provide all parties with notice of any prehearing conferences, preliminary hearings, hearings, stays, or orders disposing of the review of this action. Those who are entitled to notice under IC 4-21.5-3-5(b) and would like to obtain notices of any pre-hearing conferences, preliminary hearings, hearings, stays, or orders disposing of the review of this action without intervening in the proceeding must submit a written request to OALP at the address above.

More information on the review process is available at the website for the Office of Administrative Law Proceedings at http://www.in.gov/oalp.

FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and effective as of February 13, 2024, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and TOWN OF MONTGOMERY, INDIANA, a municipal corporation, political subdivision or state agency, under the laws of the State of Indiana, whose mailing address is 370 Main Street, Montgomery, Indiana 47558, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) eight inch (8") diameter sub-grade pipeline crossing, solely for the conveyance of potable water, located at or near Montgomery, Daviess County, Indiana, Louisville Division, Indiana Subdivision, Milepost BC-162.01, Latitude N38:40:02., Longitude W87:02:11.;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

- 1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:
- (A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes, including but not limited to Licensor's track(s) structure(s), power lines, communication, signal or other wires, train control system, cellular or data towers, or electrical or electronic apparatus, or any appurtenances thereto ("Licensor's Facilities") and any other facilities as now exist or which may in the future be located in,upon, over, under or across the property;
- (B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and
- (C) Compliance by Licensee and its agent or contractor ("Licensee's Contractor") with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

- 1.2 The term <u>Facilities</u>, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.
- 1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensor.

2. ENCROACHMENT FEE; TERM:

- 2.1 Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of FIVE THOUSAND ONE HUNDRED AND 00/100 U.S. DOLLARS (\$5,100.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.
- 2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Facilities or Encroachment.
- 2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.
- 2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part. Licensee agrees it shall not assess Licensor any stormwater or drainage fee associated with such Facilities. Furthermore, Licensee shall be responsible for any stormwater or drainage fees assessed by any County or State agency managing such systems.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

- 3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.
- 3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

- 3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.
- 3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives on or adjacent to Licensor's property of any type or perform or cause any blasting without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.
- 3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.
- 3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.
- 3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.
- 3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.
- 3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.
- 3.10 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit, Licensee shall seek prior approval from Licensor, or when applicable, an official field representative of Licensor permitted to approve changes, authorizing the necessary field changes and Licensee shall provide Licensor with complete As-Built Drawings of the completed work. As-Built Drawings shall be submitted to Licensor in either electronic or hard copy form upon the substantial completion of the project and upon Licensor's request.
- 3.11 In the event of large scale maintenance/construction work to railroad bridges Licensee is required to protect power lines with insulated covers or comparable safety devices at their costs during construction/maintenance for safety of railroad employees.

4. PERMITS, LICENSES:

- 4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" "Call Before You Dig" requirements.
- 4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

- 5.1 With respect to any <u>subsurface</u> installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:
 - (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.
 - 5.2 After construction or maintenance of the Facilities, Licensee shall:
 - (A) Restore any track(s), roadbed and other disturbed property; and
- (B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.
- 5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

6. TRACK CHANGES:

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event

future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

7. FACILITY CHANGES:

- 7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.
- 7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

- 8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's Facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of Licensor's Facilities; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.
- 8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

- 9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.
- 9.2 Licensee's Contractor shall hereby agree to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whosoever, arising out of resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.
- 9.3 Use of Licensor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.
- 9.4 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any

claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage; and (d) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any drainage or runoff on or off the Encroachment area as a result of the Facilities/Encroachment herein permitted.

- 9.5 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.
- 9.6 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.
- 9.7 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.
- 9.8 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

10. INSURANCE:

- 10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of
 - (i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00).
 - (ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00)in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement and naming Licensor, and/or its designee, as additional insured. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180,

- 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOl@csx.com.
- (iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence naming Licensor, and/or its designee, as additional insured.
- (iv) The insurance policies must contain a waiver of subrogation against CSXT and its Affiliates, except where prohibited by law. All insurance companies must be A.
 M. Best rated A- and Class VII or better.
- (v) Such other insurance as Licensor may reasonably require.
- (vi) Licensee shall require its contractors to meet minimum insurance requirements above when performing work in relation to this agreement. Licensee will procure and review contractor's insurance certificates to confirm requirements are met. Licensor may request a copy of the insurance certificate.
- 10.2 If Licensee's Contractor's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee's Contractor. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.
- 10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.
- 10.4 To the extent permitted by law and notwithstanding anything to the contrary in this Agreement, the insurance required and provided by Utility shall not be subject to the limitations of sovereign immunity.
- 10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require Licensee's Contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor,
 - i) Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 04 13) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period. The original of such RPL policy shall be sent to and approved by Licensor prior to

commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

OR

- ii) The CGL policy shall include endorsement ISO CG 24 17 and the Auto Liability Policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsements are not included, RPL insurance must be provided.
- (B) At Licensor's option, in lieu of purchasing RPL insurance or the 50 foot endorsements from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.
- 10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

11. GRADE CROSSINGS; PROTECTION SERVICES:

- 11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor.
- 11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, or field construction managers for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.
- 11.3 Subject to consent of Licensor, in its sole discretion, and subject to Licensor's operating rules and labor agreements, Licensee may provide flagmen, in place of Licensor's provision, at Licensee's sole risk, cost and expense, and in such event, Licensor shall not be liable for the failure or neglect of such flagmen. Such flagmen shall be approved by Licensor and shall meet all Licensor's requirement for performing such work.

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or changes to Licensor's Facilities shall also be paid by Licensee.

- 12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.
- 12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

13. DEFAULT, BREACH, WAIVER:

- 13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.
- 13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.
- 13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

14. TERMINATION, REMOVAL:

- 14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.
- 14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to

Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

15. NOTICE:

- 15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:
- a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link: https://propertyportal.csx.com/pub ps res/jsf/public/index.faces
- b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 812-259-4543.
- 15.2 All other notices and communications concerning this Agreement shall be addressed to <u>Licensee</u> at the address above, and to <u>Licensor</u> at the address shown on Page 1, c/o CSXT Contract Management, J180; <u>or</u> at such other address as either party may designate in writing to the other.
- 15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

- 16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.
- Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.
- 16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.
- 16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

- 17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.
- 17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensor's existing rights therein.
- 17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.
- 17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

- 17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.
- 17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.
- 17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.
- 17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

18. GENERAL PROVISIONS:

- 18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.
- 18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.
- 18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.
- 18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.
- 18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

- 18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.
- 18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.
- 18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.
- 18.9 Within thirty (30) days of an overpayment in a cumulative total amount of One Hundred Dollars (\$100.00) or more by Licensee to Licensor, Licensee shall notify Licensor in writing with documentation evidencing such overpayment. Licensor shall refund the actual amount of Licensee's overpayment within one hundred twenty (120) days of Licensor's verification of such overpayment.
- 18.10 This Agreement may be executed in any number of counterparts, and such counterparts may be exchanged by electronic transmission. Upon execution by the parties hereto, each counterpart shall be deemed an original and together shall constitute one and the same instrument. A fully executed copy of this Agreement by electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

19. CONTRACTOR'S ACCEPTANCE:

19.1 Licensee shall observe and abide by, and shall require Licensee's Contractors to observe and abide by the terms, conditions and provisions set forth in this Agreement. Prior to any commencement of work under this Agreement by Licensee's Contractor, Licensee shall require Licensee's Contractor to execute and deliver to Licensor the Contractor Acceptance form attached hereto as Schedule A to acknowledge Licensee's Contractor's agreement to observe and abide by terms and conditions of the Agreement.

[signature page follows]

PS - FORM 1001-G REVISED APRIL 29, 2008 AGREEMENT NO. CSX980946

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

CSX TRANSPORTATION, INC.

Witness for Licensor:

John Wlate	Ву:
V	Print/Type Name: Eric Harton
	Print/Type Title: Maryer - Real Estate
Witness for Licensee:	Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.
	Print/Type Name: John M. Hegly Print/Type Title: PRES, DENT TOWN BOARD
	Print/Type Title: PRES, DENT TOWN BOARD
	Tax ID No.: 35-6007366

Schedule "A"

CONTRACTOR'S ACCEPTANCE

This Amendment is and shall be a part of Agreement No. CSX980946, and is incorporated therein.

To and for the benefit of CSX TRANSPORTATION, Inc. (Licensor") and to induce Licensor to permit Contractor on or about Licensor's property for the purposed of performing work in accordance with the Agreement dated February 13, 2024, between Licensee and Licensor, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Sections 3, 9, 10 of the Agreement.

Witness for Licensor:	CSX TRANSPORTATION INC.
	By:
	Print/Type Name:
	Print/Type Title:
Witness for Licensee's Contractor	LICENSEE'S CONTRACTOR
	By: Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement
	NAME:
	TITLE:
	DATE:

This review is for the general conformance with CSX utility design specifications only. Sole responsibility for all aspects of the overall design shall remain with the facility owner. This review does not constitute approval to proceed without meeting all of CSX's safety and contractual requirements. CSX PROPERTY SERVICES REVIEW

EXHIBIT A

- CSXT owns its right-of-way for the primary purpose of operating a railroad, and shall maintain unrestricted use of its property for current and future operations.
- Agency or its contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damages to CSXT's process. operty, or to poles, wires, and other facilities of tenants of CSXT's
- Refer to the CSXT's "Design & Construction Standard Specifications Pipeline Occupancies" revised June 5, 2018 (4.1.2).
- property, operations or safety without the prior completion and approval of the required aforementioned information and approvals. monitoring, concrete placement work, structural lifting/rigging plans for hoisting operations, substructure construction plans, steel erection plans, roadwork plans, etc. No work may begin on, over, or Construction submittals will be based upon the proposed scope of work and may include, but are not limited to; proposed work plan, project schedule, means and methods, site access, dewatering, ter Work schedule is subject to the approval of all required construction submittals by the CSXT Construction Representative, verification that proposed work will not conflict with any CSXT U.G. Facilities, and the availability of CSXT Flagging and Protection Services adjacent to CSXT property, or that could potentially impact CSXT iporary excavation/shoring, soil disposition/management, track
- Prior to construction, all signal facilities and/or warning devices at proposed facility crossing, i.e. cantilevers, flashers, and gates must be located and marked/flagged by CSXT. The traditional "One Call" utility locate services are not responsible for locating any CSX under-grade utilities or facilities Contractor shall be held liable for any damages to CSXT communication & signal facilities.
- 9 underground facilities and utility owners when prosecution of the work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. Contractor also has the sole responsibility of ascertaining that all other utilities have been properly located by complying with the local "call before you dig" regulation(s). Contractor shall solely be responsible for notifying owners of adjacent properties and of
- .7 The use of construction safety fencing is required when a CSXT Flagman is not present. Distance of fencing from nearest rail to be determined by the CSXT Track Supervisor and shall be removed upon completion of the project
- Contractor access will be limited to the immediate project area only. The CSXT property outside the project area may not be used for contractor access to the project site and no temporary at-grade crossings will be allowed.
- will be laid out and approved by CSXT's representative prior to equipment set-up. Agency and contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations. All material and equipment will be staged to not block any CSXT access or maintenance roads. No hoisting or auxiliary equipment necessary for the procedure shall be placed on CSXT track structure and / or ballast section. Clear working locations for equipment used
- 10. CSXT requires contractors, subcontractors, and vendors to participate in job safety briefings daily and as necessary with the CSXT flagger. The scope of work may require that various protection against CSXT does not grant or convey an easement for this installation. until such time as satisfactory modifications have been reviewed and approved. shall only be undertaken with the presence and permission of the CSXT flagger. If at any time the CSXT flagger perceives that the hoisting procedure is causing or has the potential to cause a hazard or delay to CSXT operations through the project site, work will cease train movements be discussed, understood, and utilized. Work
- 12. Erosion and Sedimentation Control (E&SC) — Clearing and grubbing operations shall not adversely impact the stability of CSXT property. Temporary (and permanent) erosion and sedimentation (E&S) control devices shall be provided to prevent the flow of sediment onto and adjacent to CSXT property. The addition of permanent E&SC control Best Management Practices (BMP) devices may be required at the project's expense. E&SC devices shall not restrict or prevent access to CSXT operations and shall be maintained by the activities from CSXT's property. contractor for the life of the project. No additional drainage (construction or permanent) may be directed onto CSXT property. Upon completion of the project, contractor shall remove all temporary erosion and sedimentation control devices used during construction of the project, contractor shall remove all temporary erosion and sedimentation control devices used during construction of the project.
- 13. The right of way shall be restored to a condition equal to or better than the condition prior to beginning the project before final acceptance will be provided. Punch lists shall be responded to prior to issuance of an acceptance memorandum signed by the CSXT
- No construction or entry upon the CSXT corridor is permitted until the document transaction is completed, you are in receipt of a fully executed document, and you have obtained authority from CSXT's
- CSX does not represent or warrant the right-of-way dimensions depicted on these drawings. A third party survey is recommended for verification and accuracy.
- The front of the pipe shall be provided with mechanical arrangements or devices that will positively prevent the auger from leading the pipe so that no unsupported excavation is ahead of the pipe. The contractor and accepted by assigned CSXT representative prior to start of the jack & bore. bore head / auger set-up (sketch or photos) shall be submitted by
- The operation shall be progressed on a 24-hour basis without stoppage (except for adding lengths of pipe) until the leading edge of the pipe has reached the receiving pit.
- The auger and cutting head arrangement shall be removable from within the pipe in the event an obstruction is encountered

Blasting is not permitted under, on, or adjacent to CSXT property.

- Pipeline shall be prominently marked at both sides of the CSXT property lines by durable, weatherproof signs located over the centerline of the pipe in accordance with CSXT specifications.
- If required, a dewatering plan in accordance with CSXT specifications will be submitted to the CSXT representative for review and approval prior to any dewatering operations. Dewatering drawdown level at tracks shall be field verified that it meets the approved dewatering design prior to commencement of jack and bore operations.
- Jacking pit: identify hazards and put controls in place prior to start of excavation. Contractor shall erect a barrier and construction fence along the face of jacking pit construction limits and not encroach past it when preparing the pit. Stake or mark pit as needed for digging. Erosion control devices shall be placed at the jacking and receiving pits protecting CSXT property and ditches to the satisfaction of the CSXT representative
- Excavation: If the excavation is 5 feet or greater in depth, the walls may be sloped at 1.5 horizontal to 1 vertical to reduce the risk of cave-ins or slides. A safe manner in which to enter and exit the excavation must be established. The toe of slopes in excavation shall in no case be undercut by power shovels, bulldozers, graders, blasting, or in any manner. Excavation shall not be made in excess of the authorized cross-section.
- 24. Backfill, cover or fence all excavations when unattended. The CSXT representative will approve the protection method and the type of fencing material. Set fencing back at least 3 feet (91 centimeters) ground and insure the fencing is securely tied to posts with zip ties or some other tie wrap product. from the edges of the excavation. Set fence posts securely in the
- For any excavations permitted on CSXT property, all backfill in excavations and trenches shall be compacted to 95% maximum dry density as defined in ASTM standard d1557 and installed in six-inch lifts. In-situ soil shall be used for backfill material. Should additiona offsite backfill material be needed, offsite material sources are to meet state and residential clean fill requirements and be preapproved by CSXT's representative. CSXT does not require a specific testing requirement or standard for stone.
- Track monitoring: prior to commencing jack & bore operations, contractor shall be required to conduct and submit a baseline survey along the top of each rail under CSXT flagger protection and in accordance with the preapproved settlement monitoring construction submittal. Additional survey data shall be collected and submitted once each day during casing pipe installation, or as directed by CSXT representative. Contractor shall also take elevation shots at top depth of cover proposed for the work has been met. of tie and top of casing pipe before starting the bore to verify

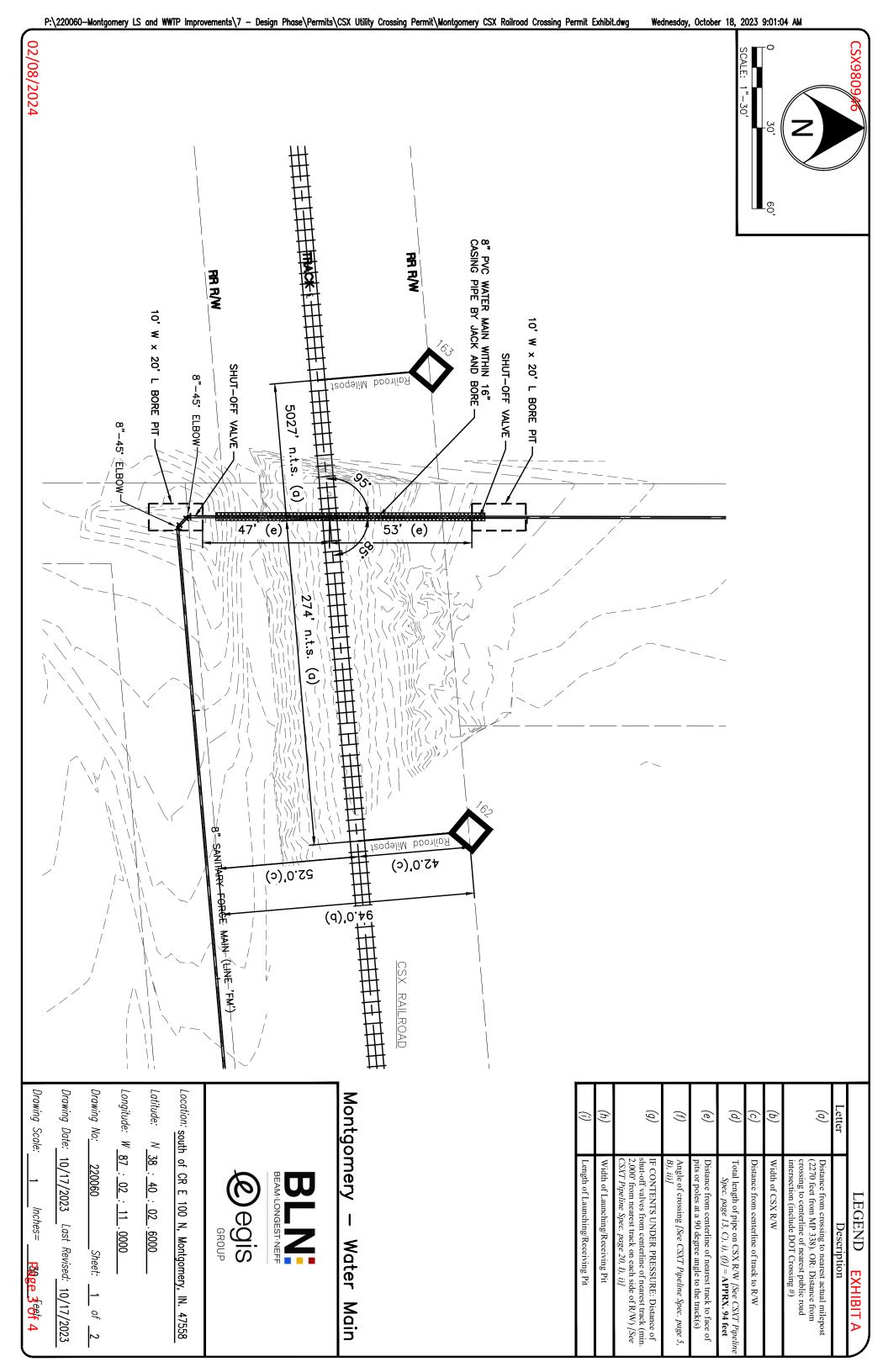
02/08/2024 Page 1 of 4

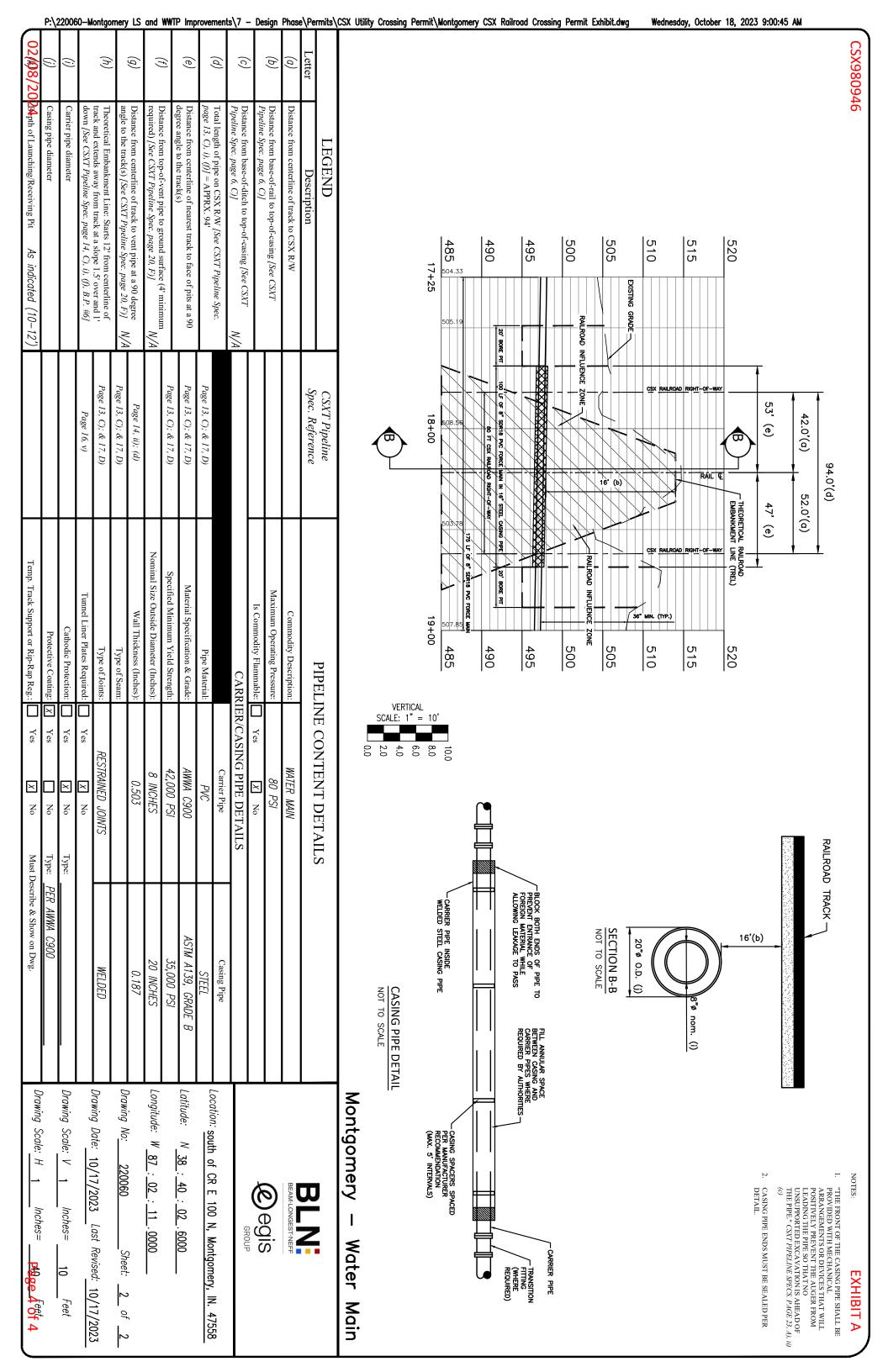
CSX980946

JACK AND BORE **EXHIBIT A**

26. Projects that generate soils from CSXT property must adhere to CSXT's soil management policies. CSXT requires soils generated from its property to either be reused on CSXT property disposed in a CSXT approved disposal facility. CSXT environmental department will handle waste characterization and profiling into an approved disposal facility. CSXT prohibits any environmental sampling on its property unless granted through a written environmental right-of-entry or approved in writing by the CSXT environmental department. The management of soils generated from CSXT property should be planned for and properly permitted (if applicable) prior to initiating any work on CSXT property. A list of CSXT approved laboratories and/or disposal facilities may be obtained from the CSXT manager environmental programs.

02/08/2024 Page 2 of 4





"General Decision Number: IN20240006 12/06/2024

Superseded General Decision Number: IN20230006

State: Indiana

Construction Types: Heavy and Highway

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

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an |. The contractor must pay option is exercised) on or after January 30, 2022:

- . Executive Order 14026 generally applies to the contract.
 - all covered workers at 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

generally applies to the contract.

|. The contractor must pay all | covered workers at least | \$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 Numb	per Publication Date
0	01/05/2024
1	01/19/2024
2	02/16/2024
3	03/01/2024
4	03/22/2024
5	03/29/2024
6	04/05/2024
7	04/19/2024
8	05/03/2024
9	05/17/2024
10	05/31/2024
11	06/14/2024
12	07/05/2024
13	07/12/2024
14	07/19/2024
15	07/26/2024
16	08/09/2024
17	08/16/2024
18	08/23/2024
19	08/30/2024
20	09/06/2024
21	09/13/2024
22	09/20/2024
23	10/04/2024
24	10/18/2024

25	11/01/2024
26	11/15/2024
27	11/22/2024
28	11/29/2024
29	12/06/2024

ASBE0008-004 03/01/2024

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

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings & finishings to all types of mechanical systems) 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)		21.94
ASBF0017-008 06/01/2024		

ASBE0017-008 06/01/2024

NEWTON COUNTY:

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST	4	25 75
INSULATOR HAZARDOUS MATERIAL HANDLER	\$ 55.02	35.75
(INCLUDES PREPARATION, WETTING, STRIPPING REMOVAL		
SCRAPPING, VACUUMING, BAGGING		
AND DISPOSAL OF ALL INSULATION MATERIALS, WHETHER		
THEY CONTAIN ASBESTOS OR NOT, FROM MECHAINCAL SYSTEMS)	\$ 44.02	32.76

ASBE0018-005 06/01/2024

BROWN, BARTHOLOMEW, BENTON, BOONE, CARROLL, CASS, CLAY, CLINTON, DECATUR, DELAWARE, ELKHART. FOUNTAIN, FULTON, GREENE,

HAMILTON, HANCOCK, HENDRICKS, HENRY, HOWARD, JASPER, JOHNSON, KOSCIUSKO, LAGRANGE, MARSHALL, MADISON, MARION, MONROE, MONTGOMERY, MORGAN, OWEN, PARKE, PULASKI, PUTNAM, RUSH, SHELBY, STARKE, TIPPECANOE, TIPTON, VERMILLION, VIGO, WARREN and WHITE Counties

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems)		23.53
ASBE0037-004 04/02/2024		

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

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST		
TNCH ATOR /includes		

INSULATOR (includes application of all insulating materials protective coverings, coatings an finishes to all types of mechanical systems. Also the application of firestopping, material openings and penetrations in walls, floors, ceilings, curtain walls and all lead abatement.)...\$ 27.19 22.06 HAZARDOUS MATERIAL HANDLER (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all

insulation materials, whether
they contain asbestos or not,
from mechanical systems)......\$ 33.44 21.84

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

Rates Fringes ASBESTOS WORKER/HEAT & FROST INSULATOR (includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....\$ 35.10 19.39 HAZARDOUS MATERIAL HANDLER (includes preparation, wettings, stripping, removal, scrapping, vaccuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....\$ 35.10 19.39

ASBE0051-003 03/01/2024

ASBE0041-002 07/01/2024

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

Rates

Fringes

ASBESTOS WORKER/HEAT & FROST INSULATOR (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems)	\$ 29.31	18.47

mechanical systems)\$	19.80	13.30
ASBE0079-002 07/01/2023		

RANDOLPH AND WAYNE COUNTIES

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Includes application of all insulating materials, protective coverings, coatings & finishings to all types of mechanical systems)		16.14

BRIN0003-001 06/01/2023

INDIANAPOLIS

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

	Rates	Fringes
Bricklayer, Stone Mason,		
Pointer, Caulking	\$ 36.24	17.39
TERRAZZO FINISHER	\$ 23.38	13.15
TERRAZZO WORKER/SETTER	\$ 36.38	17.24
Tile & Marble Finisher	\$ 24.33	13.16
Tile, Marble Setter	\$ 35.63	17.23

BRIN0004-004 06/01/2024

FORT WAYNE

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

Rates Fringes

BRICKLAYER (STONE MASON,

MARBLE MASONS, POINTER,		
CLEANER, AND CAULKER)\$	35.00	21.60
Terrazzo Grinder Finisher\$	31.00	17.89
Terrazzo Worker Mechanic\$	36.30	22.04
Tile Setter & Marble Mason		
Mechanic\$	31.55	19.08
Tile, Marble & Terrazzo		
Finisher\$	31.55	19.08

BRIN0004-005 06/01/2024

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

	Rates	Fringes
BRICKLAYER	\$ 35.34	21.72
TILE FINISHER	\$ 29.08	17.32
TILE SETTER	\$ 29.08	17.32

BRIN0004-009 06/01/2024

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

	Rates	Fringes
Bricklayer, Stonemason		18.19
TERRAZZO FINISHER	.\$ 25.33	14.19
TERRAZZO WORKER/SETTER	.\$ 37.97	18.06
Tile & Marble Finisher	.\$ 25.33	14.19
Tile, Marble Setter	.\$ 37.22	18.05

BRIN0004-010 06/01/2024

CLARK, FLOYD, and HARRISON Counties

	Rates	Fringes
BRICKLAYER BRICKLAYERS, STONEMASONS		
AND CEMENT MASONS	\$ 33.70	16.57

BRIN0004-015 06/01/2024

TERRE HAUTE

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

R	ates	Fringes
BRICKLAYER BRICKLAYERS, STONE MASONS and POINTER/		
CLEANER/CAULKER\$	38.16	18.22
CEMENT MASON (Greene and Sullivan Counties)\$ CEMENT MASON (REMAINING	27.78	11.02
COUNTIES)\$	37.16	18.22
TERRAZO FINISHER\$	25.33	14.19
TERRAZZO WORKER\$ TILE LAYER, MARBLE MASON,	37.97	18.06
MOSAIC WORKER\$	38.16	18.22

BRIN0004-016 06/01/2024

MUNCIE

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

	Rates	Fringes
Bricklayer, Stonemason,		
Pointer, Caulker & Cleaner	\$ 35.83	20.89
TERRAZZO FINISHER	\$ 25.33	14.19
TERRAZZO WORKER/SETTER	\$ 37.97	18.06
Tile & Marble Finisher	\$ 25.33	14.19
Tile & Marble Setter; Mosaic		
Worker	\$ 35.83	20.89

BRIN0006-001 06/01/2023

JASPER, NEWTON & STARKE COUNTIES

I	Rates	Fringes
BRICKLAYER (Including		
Stonemason, and Pointer,		
Caulker & Cleaner)\$	42.05	28.22
Tile, Marble & Terrazzo Worker\$	42.05	28.22

BRIN0011-001 06/01/2023

LAFAYETTE

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

	Rates	Fringes
Bricklayer, Stonemason,		
Pointer, Caulker & Cleaner	\$ 33.75	20.12
TERRAZZO FINISHER		13.15
TERRAZZO WORKER/SETTER	\$ 36.38	17.24
Tile & Marble Finisher	\$ 24.33	13.16
Tile & Marble Setter; Mosaic		
Worker	\$ 35.63	17.23
PRTURATE AND OC 104 12022		

BRIN0018-002 06/01/2023

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

	Rates	Fringes
Bricklayer, Caulker, Cleaner,		
Pointer	\$ 34.00	19.71

CARP0002-023 04/01/2024

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

	Rates	Fringes
CARPENTER	\$ 29.28	27.90

CARP0133-001 04/01/2024

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

	Rates	Fringes
CARPENTER	\$ 32.93	24.91

CARP0133-003 04/01/2024

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

	Rates	Fringes
CARPENTER	-	24.91
CARP0175-004 04/01/2024		
CLARK, FLOYD, HARRISON, JEFFERSO	N,SCOTT AND	WASHINGTON COUNTIES
	Rates	Fringes
CARPENTER	.\$ 28.71	28.47
CARP0215-002 04/01/2024		
BENTON, CARROLL, CLINTON, PULASK COUNTIES	I, TIPPECANO	DE, WARREN AND WHITE
	Rates	Fringes
CARPENTER		
CARP0224-011 04/01/2024		
CRAWFORD, DUBOIS, PERRY, PIKE, P WARRICK COUNTIES:	OSEY, SPENCE	ER, VANDERBURGH AND
	Rates	Fringes
CARPENTER	-	28.40
CARP0224-012 04/01/2024		
DAVIESS, GIBSON, GREENE, KNOX, SULLIVAN COUNTIES:	LAWRENCE, MA	ARTIN, ORANGE AND
	Rates	Fringes
CARPENTER		28.45
CARP0232-003 04/01/2024		
ALLEN, DEKALB, LAGRANGE, NOBLE,	STEUBEN and	WHITLEY COUNTIES
	Rates	Fringes
CARPENTER	.\$ 32.10	25.04

CARP0301-001 04/01/2024

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

	Rates	Fringes	
CARPENTER	•	24.91	
CARP0413-003 04/01/2024			
ADAMS, CASS, ELKHART, FULTON, GRANT, HOWARD, HUNTINGTON, KOSCIUSKO, MARSHALL, MIAMI, TIPTON, WABASH AND WELLS COUNTIES:			
	Rates	Fringes	
CARPENTER	\$ 32.42	24.87	
CARP0999-001 06/01/2024			
JASPER, NEWTON, AND STARKE COUNTE	ES		
	Rates	Fringes	
CARPENTER	•	34.68	
CARP1016-001 04/01/2024			
BLACKFORD, DELAWARE, FAYETTE, HENRY, JAY, MADISON, RANDOLPH, UNION AND WAYNE COUNTIES			
	Rates	Fringes	
CARPENTER	•	24.91	
CARP1076-004 04/01/2016			
HAMILTON and MARION Counties, and the following Townships in JOHNSON County: Camp Atterbury (North of Hospital Rd.), Clark, Pleasant, and White River			
	Rates	Fringes	
MILLWRIGHT		19.28	

CARP1076-005 06/01/2017

JASPER, NEWTON, PULASKI, and STARKE Counties

	Rates	Fringes
MILLWRIGHT	.\$ 37.66	26.42
CARP1076-006 06/01/2018		

BARTHOLOMEW, BLACKFORD, BOONE, BROWN, CLAY, DECATUR, DELAWARE, FAYETTE, FOUNTAIN, FRANKLIN, HAMILTON, HANCOCK, HENDRICKS, HENRY, JAY, JOHNSON, MADISON, MARION, MONROE, MONTGOMERY, MORGAN, OWEN, PARKE, PUTNAM, RANDOLPH, RUSH, SHELBY, UNION, VERMILLION, VIGO, AND WAYNE COUNTIES

	Rates	Fringes
MILLWRIGHT	\$ 28.18	22.39
CARP1080-001 04/01/2021		

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

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

ELEC0016-003 04/01/2023

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

	Rates	Fringes
ELECTRICIAN	\$ 41.04	18.94
ELEC0016-006 08/31/2024		

CRAWFORD, DAVIESS, DUBOIS, GIBSON, LAWRENCE, MARTIN, ORANGE,

PERRY, PIKE, POSEY, SPENCER, VANDERBURGH, WARRICK

	Rates	Fringes	
ELECTRICIAN (Communication Technician Only)		18.04	
ELEC0071-006 01/02/2024			
DEARBORN, OHIO, and SWTIZERLAND COUNTIES			
	Rates	Fringes	
Line Construction: Equipment Operator Groundman Lineman & Cable Splicers	.\$ 25.90	4%+15.57 4%+12.93 4%+16.65	
ELEC0153-003 06/01/2023			

ELKHART, KOSCIUSKO and MARSHALL COUNTIES

	Rates	Fringes
Communication Technician	\$ 26.50	18.33
ELECTRICIAN	\$ 38.00	26.47

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

ELEC0212-002 11/30/2023

DEARBORN, OHIO, and SWITZERLAND COUNTIES

Rates Fringes

ELECTRICIAN (Communication

Technician Only)	.\$ 27.20	14.54
ELEC0212-009 06/07/2024		
DEARBORN, OHIO, and SWITZERLAND	COUNTIES	
	Rates	Fringes
ELECTRICIAN	.\$ 35.43	22.05
ELEC0305-003 12/01/2023		
ADAMS, ALLEN, DE KALB, HUNTINGTO WELLS, and WHITLEY COUNTIES	N, LAGRANGE, NO	BLE, STEUBEN,
	Rates	Fringes
ELECTRICIAN	·	
ELEC0305-004 08/31/2023		
ADAMS, ALLEN, DE KALB, HUNTINGTO WELLS, and WHITLEY COUNTIES	N, LAGRANGE, NC	BLE, STEUBEN,
	Rates	Fringes
ELECTRICIAN (Communication Technician Only)		18.74
ELEC0369-005 05/29/2024		
CLARK, FLOYD, HARRISON, JACKSON, WASHINGTON Counties	JEFFERSON, SCC	OTT, and
	Rates	Fringes
ELECTRICIAN		21.38
ELEC0481-003 03/31/2024		
BARTHOLOMEW, BOONE, DECATUR, HAM JENNINGS, JOHNSON, MADISON, MARI RIPLEY, RUSH AND SHELBY COUNTIES	ON, MONTGOMERY,	

Rates Fringes

ELECTRICIAN	•	
ELEC0481-004 01/01/2023		
BARTHOLOMEW, BOONE, DECATUR, HAN JENNINGS, JOHNSON, MADISON, MARI RIPLEY, RUSH AND SHELBY COUNTIES	CON, MONTGOMERY,	•
	Rates	Fringes
ELECTRICIAN (Communication Technician Only)		18.96
ELEC0531-002 05/31/2023		
JASPER, PULASKI, and STARKE COUN	NTIES	
	Rates	Fringes
ELECTRICIAN	\$ 43.50	
ELEC0531-003 05/28/2018		
JASPER, PULASKI, and STARKE COUN	NTIES	
	Rates	Fringes
ELECTRICIAN (Communication Technician Only)		13.23
ELEC0538-005 06/01/2023		
FOUNTAIN, VERMILLION, and WARREN	N Counties	
	Rates	Fringes
ELECTRICIAN	•	24.37
ELEC0538-009 09/01/2024		
FOUNTAIN, VERMILLION, and WARREN	N Counties	
	Rates	Fringes
ELECTRICIAN (Communication Technician Only)	\$ 38.88	19.02
ELEC0668-001 06/01/2023		

BENTON.	CARROLL.	CASS.	FULTON,	TIPPECANOE	and	WHITE	COUNTIES
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BENTON, CARROLL, CASS, FULTON,	TIPPECANOE a	nd WHITE COUNTIES
	Rates	Fringes
ELECTRICIAN (Communication Technician Only)	\$ 33.02	
ELEC0668-002 06/01/2024		
BENTON, CARROLL, CASS, FULTON,	TIPPECANOE a	and WHITE COUNTIES
	Rates	Fringes
ELECTRICIAN	\$ 39.33	23.05
FOOTNOTE: a. PAID HOLIDAYS: July 4th, Labor Day, Veterans Christmas Day		
ELEC0697-003 08/31/2024		
NEWTON COUNTY		
	Rates	Fringes
ELECTRICIAN (Communication Technician Only)		29.87
ELEC0697-006 06/01/2024		
NEWTON COUNTY		
	Rates	Fringes
ELECTRICIAN		31.28
ELEC0702-003 01/02/2024		
DUBOIS, GIBSON, PERRY, PIKE, P COUNTIES	OSEY, SPENCE	ER AND VANDERBURGH
	Rates	Fringes
Line Construction: GROUNDMAN, Class A GROUNDMAN-EQUIPMENT OPERATOR (All other	\$ 32.81	30% + 8.60
equipment)	\$ 41.73	30% + 8.60

HEAVY-EQUIPMENT OPERATOR

(All crawler type

equipment D-4 and larger)...\$ 47.63 30% + 8.60 LINEMAN......\$ 58.12 30% + 8.60

ELEC0725-007 06/01/2022

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

Rates Fringes

Communication Technician......\$ 30.00 18.07

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

ELEC0725-014 10/01/2024

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

Rates Fringes

ELECTRICIAN.....\$ 43.30 25.32

ELEC0855-002 06/01/2024

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

Rates Fringes

ELECTRICIAN (Communication Technician Only).....\$ 36.94 17.52

ELEC0855-004 06/01/2024

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

	Rates	Fringes
ELECTRICIAN	.\$ 38.53	21.42
ELEC0873-001 06/01/2021		
CLINTON, GRANT, HOWARD, MIAMI, T	IPTON, AND WABAS	SH COUNTIES
	Rates	Fringes
ELECTRICIAN (Communication Technician Only)	.\$ 30.08	17.23
ELEC0873-002 03/01/2022		
CLINTON, GRANT, HOWARD, MIAMI, T	IPTON AND WABASH	COUNTIES:
	Rates	Fringes
ELECTRICIAN	.\$ 36.59	20.12
* ELEC1393-001 12/02/2024		
REMAINING COUNTIES		
	Rates	Fringes
Line Construction: EQUIPMENT OPERATOR 1: Diggers, 5th wheel type trucks, crawler type, D-4 and smaller, bucket trucks and live boom type line trucks	.\$ 45.53 .\$ 27.57 .\$ 25.04	28%+7.64 28%+7.64 29%+6.75 29%+6.75 28%+7.64

INCLUDING UNDERGROUND AND UTILITY CONSTRUCTION

ADAMS, ALLEN, BENTON, BLACKFORD, CARROLL, CASS, CLINTON, DEKALB, DELAWARE, FAYETTE, GRANT, HAMILTON, HANCOCK, HENRY, HOWARD, HUNTINGTON, JAY, JOHNSON, MADISON, MARION, MIAMI,

RANDOLPH, RUSH, SHELBY, STEUBEN, TIPPECANOE, TIPTON, UNION, WABASH, WAYNE, WELLS, WHITE AND WHITLEY COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1\$	40.55	21.80
GROUP 2\$	38.83	21.80
GROUP 3\$	37.91	21.80
GROUP 4\$	36.41	21.80

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

GROUP 2: Air compressor with throttle valve or clever brooks-type combination; Backfiller; Backhoe on farm-type tractor, under 45 hp; Bull float; Cherry picker under 15 ton; Chip spreader, self-propelled; Concrete pump; Concrete mesh depressor, independently

operated; Concrete spreader, power-driven; End loader under 1 1/2 cu. yd.; Excavating loader, portable; Finishing machine and bull float; Gunite machine; Head greaser; Mesh or steel placer; Multiple tamping machine (RR); P.C.C. concrete belt placer; Pull grader, power control; Refrigerating machine, freezing operation; Ross carrier; Sheepfoot roller (self-propelled); Tamper (multiple vibrating, asphalt, waterbound macadam, bituminous macadam, brick surface); Trench machine, 24"" and under; Tube float; Welder

GROUP 3: Assistant plant engineer; Base paver (Jersey or similar type machine); Concrete finishing machine; Concrete mixer, less than 21 cu. ft.; Curb machine; Farm tractor, including farm tractor with all attachments except backhoe and including high lift end loaders of 1 cu. yd. capacity or less; Fire tender on boiler; Hoist, 1 drum; Operator, 5 pieces of minor equipment; Paving breaker; Power broom, self-propelled; Roller, earth and sub-base material; Slurry seal machine; Spike machine (RR); Tamper (multiple vibrating, earth and sub-base material); Throttle valve and fire tender combination on horizontal or upright boiler; Tractaire with drill; Tractor, 50 h.p. or over; Well point system; Widener, APSCO or similar type

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

FNCT0450 000 04/04/2022

ENGI0150-009 04/01/2023

HEAVY, HIGHWAY AND RAILROAD CONSTRUCTION

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

Rates Fringes

POWER EQUIPMENT OPERATOR

GROUP	1\$	33.90	33.75
GROUP	2\$	32.30	33.75
GROUP	3\$	31.00	33.75
GROUP	4\$	29.60	33.75
GROUP	5\$	24.30	30.85

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

GROUP 2: Air compressor with throttle valve or Clever Brooks type combination; Backfiller; Farm type tractor (under 45

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

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

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

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

ENGI0150-039 06/01/2024

UNDERGROUND & UTILITY CONSTRUCTION:

JASPER, NEWTON, PULASKI AND STARKE COUNTIES:

R	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1\$	46.55	44.48
GROUP 2\$	45.75	44.48
GROUP 3\$	41.45	44.48
GROUP 4\$	39.25	44.48
GROUP 5\$	33.80	44.48

POWER EQUITMENT OPERATOR CLASSIFICATIONS

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

GROUP 2: Combination Backhoe Front End Loader Machine with less than 1/2 cu. yd., Backhoe Bucket or with attachments,

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

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

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

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

ENGI0181-014 04/01/2024

HEAVY AND HIGHWAY CONSTRUCTION:

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

Power equipment operators:

GROUP	A\$	44.70	19.10
GROUP	В\$	42.05	19.10
GROUP	C\$	39.92	19.10

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

GROUP B: Air compressor with throttle valve or clever brooks-type combination; Backfiller, base paver, Jersey or similar type machine; Bull float; Concrete finishing machine; Concrete mesh depressor, independently operated; Concrete spreader, power- driven; Dredge engineer; Excavator loader, portable; Fire tender on boiler; Forklift, regardless of ton; Hoists, 1 drum; Mesh or steel placer; Minor equipment operator, 5 pieces; Multiple tamping machine (RR); P.C.C. concrete placer; Paving breaker; Power broom, self-propelled; Pull grader, power-controlled; Refrigerating machine,

freezing operation; Roller, earth and sub- base material; Ross carrier (Straddle buggy); Sheepfoot roller, self-propelled without blade; Tamper, multiple\vibrating (asphalt, waterbound macadam, bituminous macadam, brick surface); Tamper, multiple vibrating (earth and sub-base material); Trench machine, 24"" and under; Tube float; Well point system; Widener, Apsco or similar type; Winch truck with A-frame.

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

ENGI0181-015 04/01/2022

SEWER WATERLINE & UTILITY CONSTRUCTION:

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

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

SEWER WATERLINE & UTILITY CONSTRUCTION

GROUP A: A-frame winch truck; Air compressor 900 cu. ft. and over; Air tugger; Autograde (CMI); Auto patrol; Backhoe; Ballast regulator (RR); Batch plant (electrical control

concrete); Bending machine (pipe); Bituminous plant (engineer); Bituminous plant; Bituminous mixer travel plant; Bituminous paver; Bituminous roller; Buck hoist; Bulldozer; Cableway; Chicago boom; Clamshell; Concrete mixer, 21 cu. ft. or over; Concrete paver, concrete pump, crete; Crane; Craneman; Crusher plant; Derrick; Derrick boat; Dinky; Dope pots (pipeline); Dragline; Dredge operator; Dredge engineer; Drill operator; Elevator grader; Elevator; Ford hoe, or similar type equipment; Forklift; Formless paver; Gantry crane; Gradall; Grademan; Hopto; Hough loader or similar type; Hydro crane; Motor crane; Mucking machine; Multiple tamping machine (RR); Overhead crane; Pile driver; Pulls; Push dozer; Push boats; Roller (sheep foot); Ross Carrier; Scoop; Shovel; Side boom; Swing crane; Trench machine; Welder (heavy duty; Truck-mounted concrete pump; Truck-mounted drill; Well point; Whirleys.

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

ENGI0841-011 04/01/2024

HEAVY, HIGHWAY AND UTILITY CONSTRUCTION

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

· ·	Rates	Fringes
Power equipment operators:		
GROUP 1\$	38.80	27.15+a
GROUP 2\$	32.55	27.15+a

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Air Compressor Over 600 CU FT, Air Compressors (2), Compressors hooked in Manifold, Asphalt Plant Engineer, Auto Grade and/or C.M.I. or similar type Machine, Auto Patrol, Motor Patrol, Power Blade, Aspco Paver, Asphalt Planer, Asphalt Rollers, Asphalt Paver Operator, Concrete or Asphalt Milling Machine, Self Propelled Widener, Backhoe and/or Pavement Breaker Attachment, Self Propelled Pavement Breaker, Ballast Regulator (R.R), Bituminous Mixer, Bituminous Paver, Bituminous Plant Engineer, Bulk Cement Plant Engineer, Bulldozer, One Drum Hoist with Tower or Boom, Cableways, Tower Machines, Back Filler, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Boring Machine, Bolier Operator, Brush Mulcher, Bull Float, Finishing Machine, Power Cranes, Overhead Cranes, Truck cranes, Piledriver, Skid or Crawler, Guard Rail Post Driver, Tower Cranes, Hydro Crane, Cherry Picker, Draglines, Derricks, Shovels, Clam, Gradalls, Two Drum Machine, Concrete or Asphalt Curb Machine, Self Propelled, Concrete Mixers with Skid, Tournamixer, Concrete Pump (Truck or Skid Mounted), Concrete Plant Engineer, Soil Cement Machine, Formless Paver, Concrete Spreader, Span Saw (and similar types), Chip Spreader, Mesh Placer, Dredging Equipment or Dredge Engineer or Dredge Operator, Tug Boat Operator, Marine Scoops, Ditching Machine with Dual Attachment, Standard or Dinkey Locomotives, Drilling Machine, including Well Testing, Caissons, Shaft or any similar type Drilling Machine (Well Point Systems), 4 Point Life System (Power Lift or similar type), Mud Cat, Mucking Machine, Sull-Air, Mechanics, Welder, Head Equipment Greaser, Tournapull, Tractor Operating Scoops, Push Tractors, Large Rollers on Earth, Loaders (Track or Rubber Mounted), or similar type Machine, Lull, Tournadozer, Scoopmobiles, Elevating Machines, Power Broom (Self Propelled), Power Sub Grader, Hydra Ax, Farm Tractor with Attachments, Soil Stabilizer (Seaman Tiller, Bo mag, Rago Gator and similar types of equipment), Tree Mover, Stump Remover, Root Rake, Hydra Seeder, Straw Blower, Refrigerating Machine, Freezing Operator, Chair Cart-Self Propelled, Helicopter Crew (3), Ross Carrier or Straddle Buggy or similar Machine, Rock Crusher Plant, Gravel Processing Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Pug Mill, Concrete Bump Grinder Machine, Power Curing Spray Machine, Forklift (except when used for landscaping), Snooper Truck Operator.

GROUP 2: Air Compressor 600 cu. ft. and under, Air Tugger, Air Valves, Assistant Concrete Plant Engineer, Assistant Asphalt Plant Engineer, Asphalt Plant Fireman, Bulk Cement Plant Equipment Greaser, Concrete Mixers without Skips,

Curbing Machine, Concrete Saw (Self Propelled), Conveyors, Cement Blimps, Ditching Machine under 6"". Distributor Operator On trucks, Deck Hands, Elevators when used for hoisting material, Engine Tenders, Fork Lift (when used for landscaping), Farm Tractor, Fireman, Fireman on Paint or Dope Pots, Form Tamper, Form Grader, Flex Plane, Generators (two to four), or Welding Machines or Water Pumps, within 400 feet, Gunite Machine, Machine Mounted Post Hole Digger, Mude Jack, One Drum Machines without Tower or Boom, One Water Pump, One Welding Machine, Outboard or Inboard Motor Boat, Pull Broom (Power Type, Siphons and Pulsometer, Switchman, Striping and or Painting Machine (motor driven), Slurry Seal Machine, Track Jack, Temporary Heat, Throttle Valve, Tube Float, Tractaire, Wagon Drill, Multiple Tamping Machine (R.R.), Spike Machine (R.R.), Mechanical Heaters, Brush Burner, Vacuum Truck (Super Sucker and similar types).

FOOTNOTES:

- A. Employees operating booms from 149Ft. to 199 Ft. including jib, shall receceive an additional seventy-five Cents (.75) per hour above the rate. Employees operating booms over 199 Ft. including jib, shall receive an additional one dollar and twenty- five cents (\$1.25) per hour above the regular rate.
- B. Employees operating scoops, pulls, or tractors hooked in tandem shall receive an additional one dollar (\$1.00) per hour above the regular rate.
- C. Employees operating scoops, pulls, or tractors pulling any other hauling unit in tandem shall receive an additional one dollar (\$1.00) per hour above the regular rate.
- D. Underground work Employees working in tunnels, shafts, etc. shall be paid a thirty percent (30%) premium above the wage rate.

IRON0022-001 06/01/2024

BARTHOLOMEW, BENTON, BOONE, BROWN, CARROLL, CASS, CLAY, CLINTON, DAVIESS (REMAINDER OF COUNTY), DECATUR (W 3/4), DELAWARE (REMAINDER OF COUNTY), FAYETTE (W 1/3), FOUNTAIN, FRANKLIN (NW TIP), FULTON (REMAINDER OF COUNTY), GRANT (REMAINDER OF COUNTY), GREENE, HAMILTON, HANCOCK, HENDRICKS, HENRY, HOWARD, JACKSON, JASPER (SOUTHEASTERN 1/2), JENNINGS (NORTHWEST 2/3), JOHNSON, KNOX (REMAINDER OF COUNTY), LAWRENCE,

MADISON, MARION, MARTIN (NW 2/3), MIAMI (REMAINDER OF COUNTY), MONROE, MONTGOMERY, MORGAN, NEWTON (SOUTHERN 1/2), OWEN, PARKE, PULASKI (REMAINDER OF COUNTY), PUTNAM, RANDOLPH (SW TIP), RUSH (REMAINDER OF COUNTY), SHELBY, SULLIVAN, TIPPECANOE, TIPTON, VERMILLION, VIGO, WAYNE, WARREN AND WHITE COUNTIES:

	Rates	Fringes
IRONWORKER	\$ 36.70	26.09

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

IRON0044-010 06/01/2024

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

	Rates	Fringes
Ironworkers:		
FENCE ERECTORS\$	30.75	22.30
ORNAMENTAL\$	35.39	24.80
STRUCTURAL, MACHINERY		
MOVERS, RIGGERS\$	35.39	24.80

IRON0070-002 06/01/2024

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

	Rates	Fringes
IRONWORKER	\$ 34.59	25.00
IRON0070-016 06/01/2024		

DEARBORN, DECATUR (REMAINDER OF COUNTY), FAYETTE (SE CORNER),

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

	Rates	Fringes
IRONWORKER (Reinforcing)	.\$ 34.59	25.00
IRON0103-001 04/01/2024		

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

	Rates	Fringes
IRONWORKER	\$ 35.34	25.75
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
IRON0290-004 06/01/2024		

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

	Rates	Fringes
Ironworkers:	\$ 35.39	24.35
IRON0292-005 06/01/2024		

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

	Rates	Fringes	
IRONWORKER	\$ 37.83	24.75	
IRON0395-002 06/01/2024			

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

	Rates	Fringes
IRONWORKER		
IRONWORKERS	\$ 46.33	39.67
SHEETER	\$ 46.58	39.67
LABO0041-003 04/01/2024		

HEAVY & HIGHWAY CONSTRUCTION

NEWTON COUNTY

	Rates	Fringes
LABORERS		
Group	1\$ 32.95	26.50
Group	2\$ 33.25	26.50
Group	3\$ 33.95	26.50

LABORERS CLASSIFICATIONS (HEAVY AND HIGHWAY)

GROUP 1: Construction Laborer, Carpenter Tender, Fence Erector, Grade Checker, Guard Rail Erector, Continuous Steel Rod or Mat Installer, Wire Mesh Layer, Joint Man (Mortar, Mastic, and all other types), Lighting Installer (Permanent or Temporary), Lineman for Automatic Grade Maker on Paving Machines, Mortar Man, Multi-Plant Erector, Rip-rap Installer (all Products and Materials), Road Marking and Delineation Laborer, Setting and Placing of all Precast Concrete Products, Sing Installation including supporting structure, Spraying of all Epoxy, Curing Compound, or Like Material, Flagperson, Air Tool, Power Tool Operator, Asphalt Raker Man, Batch Truck Dumper, Bridge Hand Rail ERector, Handler (bulk or bag cement), Chain Saw Man, Concrete Puddler, Concrete Rubber, Concrete Saw Operator, Core Drill Operator, Eye Level, Hand Blade Operator Hydro Seeder Man, Motor Driven Georgia Buggy Operator, Power Driven Compactor or Taper Operator, Power Saw Operator, Pump Crete Assembly Man, Sreed Man or Screw Man on Asphalt Paver, Regar Installer, Sandblaster Man,

Sealer Applicator for Asphalt (toxic), Setting and Placing pre-stressed on Pre-cast Concrete Structural Members, Side Rail Setters (for Sidewalk, Side Ditches, Radii, and Pavement), Spreader Box Tender (manua or power driven), Straw Blower Man, Subsureface Drain and Culvert Pipe Layer, Concrete Conveyor, Horizonal Boring and Jackman and Sheetman, Pipe Greade Man, Winch and Windless Operator Conduit Installer, Sod Layer

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

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

LAB00041-005 04/01/2024

UTILITY CONSTRUCTION

JASPER & NEWTON COUNTIES

	Rates	Fringes
Laborers:		
GROUP	1\$ 32.95	26.50
GROUP	2\$ 33.25	26.50
GROUP	3\$ 33.95	26.50

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

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

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

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

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

LABO0041-006 04/01/2024

HEAVY & HIGHWAY CONSTRUCTION

JASPER & STARKE COUNTIES

	Rates	Fringes
LABORERS		
Group	1\$ 30.18	26.50
Group	2\$ 33.25	26.50
Group	3\$ 33.95	26.50

LABORERS CLASSIFICATIONS (HEAVY AND HIGHWAY)

GROUP 1: Construction Laborer, Carpenter Tender, Fence Erector, Grade Checker, Guard Rail Erector, Continuous Steel Rod or Mat Installer, Wire Mesh Layer, Joint Man (Mortar, Mastic, and all other types), Lighting Installer (Permanent or Temporary), Lineman for Automatic Grade Maker on Paving Machines, Mortar Man, Multi-Plant Erector, Rip-rap Installer (all Products and Materials), Road Marking and Delineation Laborer, Setting and Placing of all Precast Concrete Products, Sing Installation including supporting structure, Spraying of all Epoxy, Curing Compound, or Like Material, Flagperson, Air Tool, Power

Tool Operator, Asphalt Raker Man, Batch Truck Dumper, Bridge Hand Rail ERector, Handler (bulk or bag cement), Chain Saw Man, Concrete Puddler, Concrete Rubber, Concrete Saw Operator, Core Drill Operator, Eye Level, Hand Blade Operator Hydro Seeder Man, Motor Driven Georgia Buggy Operator, Power Driven Compactor or Taper Operator, Power Saw Operator, Pump Crete Assembly Man, Sreed Man or Screw Man on Asphalt Paver, Regar Installer, Sandblaster Man, Sealer Applicator for Asphalt (toxic), Setting and Placing pre-stressed on Pre-cast Concrete Structural Members, Side Rail Setters (for Sidewalk, Side Ditches, Radii, and Pavement), Spreader Box Tender (manua or power driven), Straw Blower Man, Subsureface Drain and Culvert Pipe Layer, Concrete Conveyor, Horizonal Boring and Jackman and Sheetman, Pipe Greade Man, Winch and Windless Operator Conduit Installer, Sod Layer

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

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

LAB00081-003 04/01/2024

UTILITY CONSTRUCTION

STARKE COUNTY

	Rates	Fringes
Laborers:		
	1\$ 30.18	26.50
GROUP	2\$ 33.25	26.50
GROUP	3\$ 33.95	26.50

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

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

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

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

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

LABO0120-003 04/01/2024

UTILITTY CONSTRUCTION

MARION & SHELBY COUNTIES

	F	Rates	Fringes
			Ü
Laborers:			
GROUP	1\$	29.60	18.22
GROUP	2\$	30.10	18.22
GROUP	3\$	30.60	18.22

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

GROUP 1: Construction laborer; Fence erector; Flagger; Grade checker; Guard rail erector; Wire mesh layer; Joint man (mortar, mastic and all other types); Lighting installer

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

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

GROUP 3: Air track and wagon drillman; Concrete barrier rail form setter; Dynamite and powder man; General leadman; Concrete Saw Joint Control cutting; Hod Carrier (tending bricklayers)

LAB00204-003 04/01/2024

UTILITY CONSTRUCTION

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

	Rates	Fringes
Laborers:		
GROUP 1	\$ 29.60	18.22

GR	OUP	2\$	30.10	18.22
GR	OUP	3\$	30.60	18.22

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

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

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

GROUP 3: Air track and wagon drillman; Concrete barrier rail form setter; Dynamite and powder man; General leadman; Hod Carrier (tending bricklayers); Concrete Saw Joint Control cutting

LAB00213-003 04/01/2024

UTILITY CONSTRUCTION

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

	Rates	Fringes
Laborers:		
GROUP	1\$ 29.60	18.22
GROUP	2\$ 30.10	18.22
GROUP	3\$ 30.60	18.22

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

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

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

GROUP 3: Air track and wagon drillman; Concrete barrier rail form setter; Dynamite and powder man; General leadman; Hod

Carrier (tending bricklayers); Concrete Saw Joint Control cutting

LAB00274-005 04/01/2024

UTILITY CONSTRUCTION

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

	F	Rates	Fringes
Laborers:			
	1\$	29.60	18.22
	2\$		18.22
GROUP	3\$	30.60	18.22

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

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

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

GROUP 3: Air track and wagon drillman; Concrete barrier rail form setter; Dynamite and powder man; General leadman; Hod Carrier (tending bricklayers); Concrete Saw Joint Control cutting

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LAB00561-015 04/01/2024

UTILITY CONSTRUCTION

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

	Ra	ites	Fringes
Laborers:			
GROUP	1\$ 2	9.60	18.22
GROUP	2\$ 3	0.10	18.22
GROUP	3\$ 3	0.60	18.22

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

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

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

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

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

LAB00645-005 04/01/2024

UTILITTY CONSTRUCTION

ELKHART COUNTY

	Rates	Fringes
Laborers:		
GROUP	1\$ 29.60	18.22
GROUP	2\$ 30.10	18.22
GROUP	3\$ 30.60	18.22

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

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

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

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

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

LABO0645-006 04/01/2024

UTILITY CONSTRUCTION

KOSCIUSKO, LAGRANGE, & MARSHALL COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1	\$ 29.60	18.22
GROUP 2	\$ 30.10	18.22
GROUP 3	\$ 30.60	18.22

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

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

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

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

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

LAB00741-007 04/01/2024

UTILITY CONSTRUCTION

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

	Rates	Fringes
Laborers:		
GROUP	1\$ 29.6	0 18.22
GROUP	2\$ 30.1	0 18.22
GROUP	3\$ 30.6	0 18.22

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

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

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

GROUP 3: Air track and wagon drillman; Concrete barrier rail form setter; Dynamite and powder man; General leadman; Hod Carrier (tending bricklayers); Concrete Saw Joint Control cutting

LAB00795-004 04/01/2024

UTILITY CONSTRUCTION

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

Rates

Fringes

Laborers:

GROUP	1\$	29.60	18.22
GROUP	2\$	30.10	18.22
GROUP	3\$	30.60	18.22

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

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

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

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

HEAVY AND HIGHWAY CONSTRUCTION

ALL COUNTIES EXCEPT: Jasper, Newton, & Starke

	Ra	ntes	Fringes
Laborers:			
GROUP	1\$ 2	28.50	17.72
GROUP	2\$ 2	29.00	17.72
GROUP	3\$ 2	29.50	17.72

LABORERS CLASSIFICATIONS

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

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

GROUP 3: Air track and wagon drillman; Concrete barrier rail

form setter; Dynamite and powder man; General leadman; Hod Carrier (tending bricklayers); Concrete Saw Joint Control cutting

LABO1112-003 04/01/2024

UTILITY CONSTRUCTION

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

	R	ates	Fringes
			J
Laborers:			
GROUP	1\$	29.10	18.22
GROUP	2\$	30.10	18.22
GROUP	3\$	30.60	18.22

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

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

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

GROUP 3: Air track and wagon drillman; Concrete barrier rail form setter; Dynamite and powder man; Hod Carrier (tending bricklayers); General leadman; Concrete Saw Joint Control cutting

PAIN0012-006 05/01/2024

COMMERCIAL AND INDUSTRIAL

DEARBORN, OHIO, RIPLEY AND SWITZERLAND COUNTIES:

	Rates	Fringes
PAINTER		
Bridges, Lead Abatement	\$ 31.68	14.46
Brush & Roller,		
Paperhanger, Drywall Taping	g.\$ 30.34	14.46
Sandblasting, Waterblasting	g.\$ 31.68	14.46
Spray	\$ 28.79	14.46

PAIN0027-005 06/01/2024

NEWTON COUNTY, West of Highway #41

	Rates	Fringes
GLAZIER\$	5 51.55	43.99

PAIN0047-005 06/01/2024

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

1	Rates	Fringes
PAINTER		
BRIDGE WORK		
Concrete/Masonry Bridges\$	26.44	13.30
Steel Bridges\$	30.50	14.50
NON-BRIDGE WORK		

Brush, Roller		
Spray and Sand-Blasting		
PAIN0080-001 06/01/2024		
BENTON, CARROLL, CASS, CLINTON, AND WARREN COUNTIES	FOUNTAIN,	MONTGOMERY TIPPECANOE
	Rates	Fringes
PAINTER		
Brush and Roller	•	17.96
Spray and Sandblasting		
PAIN0091-007 06/01/2024		
ELKHART, FULTON, KOSCIUSKO AND M	IARSHALL CO	DUNTIES
	Rates	Fringes
PAINTER		
Brush & Roller, Drywall		
Taping & Finishing, Vinyl/Paper Hanging	\$ 31.00	18.62
Spray	.\$ 31.50	18.62
PAIN0118-005 06/01/2024		
CLARK, CRAWFORD, FLOYD, HARRISON WASHINGTON COUNTIES	I JEFFERSOI	N, SCOTT AND
	Rates	Fringes
Painters:		
Heavy Construction		
Brush, Roller &		

PAIN0156-001 04/01/2024

Spray, Sandblast &

Spray, Sandblast &

Railroad Bridges Brush, Roller &

Highway Construction &

Paperhanger.....\$ 22.20

Waterblast.....\$ 23.45

Paperhanger.....\$ 36.30

Waterblast.....\$ 36.30 15.85

14.07

13.19

15.85

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

	Rates	Fringes
Painters: BRUSH & ROLLER OF MASTICS,		
CREOSOTES, KEWINCH KOATE,		
& COAL TAR EPOXY	.\$ 30.62	19.32
BRUSH & ROLLER		19.32
DRYWALL FINISHERS	.\$ 30.37	19.32
SPRAY of MASTICS		
CREOSOTES, KWINCH KOATE,		
COAL TAR EPOXY	.\$ 30.62	19.32
SPRAY, SANDBLAST, POWER		
TOOLS, WATERBLAST & STEAM	4 20 60	40.22
CLEANING	.\$ 30.62	19.32
FOOTNOTE A:		
All Structures over 40? \$0.75/ h	our above base w	age
All Structures over 75? \$1.50/ h		•
All Structures over 100? \$2.50/	hour above base	wage

PAIN0197-001 06/01/2024

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

	Rates	Fringes
Painters:		
Brush & Roller	\$ 30.25	15.50
Sandblasting	\$ 32.25	15.50
Spray & Pot Man	\$ 30.75	15.50

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

> \$2.00 premium for work on structures over 100 ft above floor/ground level

PAIN0387-004 11/01/2023

DEARBORN, FRANKLIN, OHIO, RIPLEY, and SWITZERLAND COUNTIES

Rates Fringes

GLAZIER\$	31.95	17.75
PAIN0460-004 06/01/2024		

JASPER, NEWTON, PULASKI, STARKE AND WHITE COUNTIES

F	Rates	Fringes
Painters:		
Brush & Roller		
Building\$	39.00	30.96
Brush and Roller		
Heavy and Highway\$	39.00	30.96
Drywall Taping & Finishing\$	39.80	30.96

PAIN0469-002 06/01/2023

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

I	Rates	Fringes
Painters: Brush, Roller,		
Paperhanger, & Drywall		
Finishing\$	25.04	15.32
Lead Abatement\$	30.24	15.32
Spray & Sandblast Pot		
Tenders and Ground		
Personnel\$	25.05	15.32
Spray, Sandblast, Power		
Tools, Waterblast, & Steam		
Cleaning\$	25.04	15.32

PAIN0669-001 05/01/2024

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

I	Rates	Fringes
Painters:		
Brush; Roller;		
Paperhanging; Drywall		
Finishers\$	25.10	16.39
Spray/Waterblasting;		
Sandblasting\$	26.10	16.39

PAIN1165-014 07/01/2024

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

	Rates	Fringes
GLAZIER	.\$ 32.86	19.34
PAIN1165-017 07/01/2024		
ADAMS, ALLEN, BLACKFORD, DE KALB NOBLE, STEUBEN, WABASH, WELLS AN	•	· -
	Rates	Fringes
GLAZIER	'	18.72
PAIN1165-018 07/01/2023		
JASPER and NEWTON (East of High	way #41) COUNTIE	:S
	Rates	Fringes
GLAZIER	•	27.98
PAIN1165-019 07/01/2024		
ELKHART, FULTON, KOSCIUSKO, LAGRASTARKE COUNTY	ANGE, MARSHALL,	PULASKI, and
	Rates	Fringes

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

GLAZIER.....\$ 32.22 23.57

WHITE COUNTIES

PAIN1165-022 01/01/2024

	Rates	Fringes
CLASTED		· ·
GLAZIER	.\$ 34.03	20.05
PLAS0075-001 06/01/2017		
CLAY, OWEN, PARKE, PUTNAM, VERMI	LLION AND V	IGO COUNTIES:
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	.\$ 25.75	13.50
PLAS0075-002 06/01/2017		
GREENE and SULLIVAN COUNTIES		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		13.50
PLAS0101-001 06/01/2018		
ELKHART, FULTON AND MARSHALL COU 1/2):	NTIES; PULA	SKI COUNTY (SOUTHERN
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	.\$ 31.50	14.30
PLAS0101-008 06/01/2014		
ADAMS, ALLEN, DEKALB, HUNTINGTON STEUBEN, WELLS AND WHITLEY COUNT	-), LAGRANGE, NOBLE,
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER PLASTERER		11.94 11.75
PLAS0438-003 06/01/2018		
PULASKI (NOTHERN 2/3), JASPER (N BUT NOT INCLUDING WHEATFIELD), A		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	.\$ 36.01	25.40
SELIENT THEORY CONCRETE TENEONERS		

PLAS0692-002 06/01/2024

AREA #46

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

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

	Rates	Fringes	
CEMENT MASON/CONCRETE FINISHER AREA #821	\$ 29.02	17.60	
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	

PLAS0692-011 06/01/2024

AREA #83

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

Rates Fringes

CEMENT MASON/CONCRETE FINISHER\$ PLASTERER\$	20.34 16.60
PLAS0692-015 06/01/2024	

AREA #121

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

	Rates	Fringes	
CEMENT MASON/CONCRETE FINISHER.	•	20.20	
PLASTERER	\$ 33.76	20.05	
			-

PLAS0692-018 06/01/2024

AREA #165

NEWTON COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.	\$ 39.74	24.05
PLAS0692-022 06/01/2024		

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER AREA #406	\$ 38.50	25.29
PLAS0692-023 06/01/2024	-	

AREA #532

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

	Rates	Fringes			
CEMENT MASON/CONCRETE FINISHER Slip Form Shift Work Swinging/Suspended Scaffold	.\$ 33.00	20.06 19.56 19.56			
PLAS0692-027 04/01/2024					
AREA #566					
CRAWFORD, DAVIESS, DUBOIS, GIBSO PERRY, PIKE, POSEY, SPENCER, VAN					
	Rates	Fringes			
CEMENT MASON/CONCRETE FINISHER	.\$ 31.25	19.71			
PLUM0136-003 04/01/2024					
BROWN, DAVIESS, DUBOIS, GIBSON, JACKSON, LAWRENCE, MARTIN, MONROE, ORANGE, OWEN, PERRY, PIKE, POSEY, SPENCER, VANDERBURGH, WARRICK, and WASHINGTON Counties					
	Rates	Fringes			
Plumbers and Pipefitters	.\$ 43.67	21.35			
PLUM0157-002 07/01/2024					
BENTON, CARROLL, CLINTON, FOUNTAIN, MONTGOMERY, TIPPECANOE, WARREN AND WHITE COUNTIES:					
	Rates	Fringes			
Plumbers and Pipefitters PLUM0166-001 06/01/2024	.\$ 44.50 	22.50			
ADAMS, ALLEN, BLACKFORD, DE KALB, GRANT, HUNTINGTON, NOBLE, STEUBEN, WABASH, WELLS, and WHITLEY COUNTIES					
	Rates	Fringes			
Plumber and Steamfitter		21.66			
PLUM0166-002 06/01/2024					

ELKHART, KOSCIUSKO, and LAGRANGE COUNTIES

	Rates	Fringes		
PLUMBER		21.66		
PLUM0172-001 06/01/2024				
JASPER (S of the N. Side of the PULASKI and STARKE COUNTIES	City of Renssele	ar), MARSHALL,		
	Rates	Fringes		
Plumber, Pipefitter, Steamfitter PLUM0210-003 09/01/2024				
JASPER (to the City of Rensselaer) and NEWTON COUNTIES				
	Rates	Fringes		
PLUMBER PLUM0392-006 06/01/2024	-			
DEARBORN, OHIO, RIPLEY, AND SWIT	ZERLAND COUNTIES	;		
	Rates	Fringes		
Plumbers and Pipefitters				
PLUM0440-002 06/04/2024				
BARTHOLOMEW, BOONE, HAMILTON, HANCOCK, HENDRICKS, HOWARD, JOHNSON AND MARION COUNTIES; MIAMI COUNTY (SOUTH OF A STRAIGHT LINE WHERE ROUTE 218 ENTERS W. BOUNDARY); MORGAN, SHELBY and TIPTON COUNTIES				
	Rates	Fringes		
Plumbers and Pipefitters		19.89		
PLUM0440-004 06/01/2024				
FAYETTE, FRANKLIN, HENRY, RANDOLPH, RUSH, UNION and WAYNE COUNTIES				

	Rates	Fringes		
Plumber and Steamfitter	.\$ 46.50	19.89		
PLUM0502-001 08/01/2016				
CLARK, FLOYD AND HARRISON COUNTI	ES			
	Rates	Fringes		
PLUMBER/PIPEFITTER PLUM0597-004 06/01/2018	.\$ 32.00	20.13		
JASPER (Excluding the city limit (Entire County)	s of Rensselear)	, AND NEWTON		
	Rates	Fringes		
PIPEFITTER ROOF0023-004 06/01/2024	•	31.12		
ADAMS, ALLEN, DEKALB, ELKHART, FULTON, HUNTINGTON, KOSCIUSKO, LAGRANGE, MARSHALL, MIAMI, NOBLE, PULASKI, STARKE, STEUBEN, WABASH, WELLS, and WHITLEY COUNTIES				
	Rates	Fringes		
ROOFER COMPOSITIONSLATE & TILE	·	21.04 21.04		
ROOF0026-002 06/01/2023				
JASPER AND NEWTON COUNTIES				
	Rates	Fringes		
ROOFER	.\$ 42.50	25.76		
R00F0042-002 08/01/2024				
DEARBORN, OHIO and RIPLEY COUNTIES				
	E3			

ROOFER\$		19.51		
ROOF0075-001 05/01/2024				
FAYETTE, RANDOLPH, UNION, and WAYNE Counties				
	Rates	Fringes		
ROOFER Composition\$ Slate & Tile\$	28.95	20.81 20.81		
ROOF0075-002 05/01/2021				
CLINTON COUNTY				
	Rates	Fringes		
ROOFER Composition	24.60	20.09 20.09		
ROOF0106-006 04/01/2023		~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~		
CRAWFORD, DAVIESS, DUBOIS, GIBSON KNOX, MARTIN, ORANGE PERRY, PIKE, POSEY, SPENCER, VANDERBURGH AND WARRICK				
	Rates	Fringes		
ROOFER COMPOSITIONS SLATE & TILES	31.60	19.43		
ROOF0106-012 07/01/2024				
CLARK, FLOYD, HARRISON JEFFERSON, WASHINGTON Counties	SCOTT, SWITZER	LAND, and		
	Rates	Fringes		
ROOFER		13.71		
ROOF0119-002 09/01/2024				
BARTHOLOMEW, BLACKFORD, BOONE, BROWN, DECATUR, DELAWARE, FRANKLIN, GRANT, HAMILTON, HANCOCK, HENDRICKS, HENRY, HOWARD, JACKSON, JAY, JENNINGS, JOHNSON, LAWRENCE, MADISON, MARION,				

MONROE, MONTGOMERY, MORGAN, PUTNAM, RUSH, SHELBY, and TIPTON Counties

	Rates	Fringes			
ROOFER	.\$ 31.00	14.21			
ROOF0150-002 07/01/2024					
CLAY, GREENE, OWEN, PARKE, SULLI COUNTIES	VAN, VERMILLION	AND VIGO			
	Rates	Fringes			
ROOFER	•	18.30			
SHEE0020-003 07/01/2023					
	Rates	Fringes			
Sheet metal worker (HVAC Duct Work)		29.98			
SHEE0020-010 07/01/2023					
BARTHOLOMEW, BOONE, BROWN, DECATUR, DELAWARE, FAYETTE, FRANKLIN, HAMILTON, HANCOCK, HENDRICKS, HENRY, JACKSON, JENNINGS, JOHNSON, LAWRENCE, MADISON, MARION, MONROE, MONTGOMERY, MORGAN, ORANGE, RIPLEY, RUSH, SHELBY, TIPTON, UNION AND WASHINGTON COUNTIES					
	Rates	Fringes			
SHEET METAL WORKER	.\$ 40.91	25.22			
SHEE0020-011 07/01/2023					
CLINTON COUNTY					
	Rates	Fringes			
SHEET METAL WORKER	.\$ 37.82	26.37			
SHEE0020-024 07/01/2023					
CLAY, GREENE, MARTIN, OWEN, PARKE, PUTNAM, SULLIVAN, VERMILLION, and VIGO COUNTIES					

	Rates	Fringes
Sheet metal worker	\$ 40.91	25.22
TEAM0135-003 04/01/2024		

REMAINING COUNTIES

	Rates	Fringes
TRUCK DRIVER		
GROUP 1	\$ 33.86	19.74
GROUP 2	\$ 33.91	19.74
GROUP 3	\$ 33.96	19.74
GROUP 4	\$ 34.01	19.74
GROUP 5	\$ 34.06	19.74
GROUP 6	\$ 34.11	19.74
GROUP 7	\$ 34.16	19.74
GROUP 8	\$ 34.21	19.74
GROUP 9	\$ 34.26	19.74
GROUP10	\$ 33.71	19.74
GROUP11	\$ 34.26	19.74
GROUP12	\$ 34.36	19.74

TRUCK DRIVER CLASSIFICATIONS

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

GROUP 2: Single axle fuel and water trucks

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

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

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

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

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

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

GROUP 9: Low-boys, tandem tri-axle; Acey wagons up to and including 3 buckets; Equipment when not self-loaded or pusher loaded, such as koehring or similar dumpsters, Track Trucks, Euclid bottom dump and hug bottom dump, Tournatrailers, Tournarockers, Acey wagons or for similar equipment (over 12 cu yds.)

GROUP 10: Pick-up trucks

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

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

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

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"



IMAGINE. CREATE. ACHIEVE.

Pre-Bid Meeting Minutes Town of Montgomery Lift Station and Force Main Improvements December 2, 2024

Meeting Location: Montgomery Town Hall, 370 N. Main Street, Montgomery, IN

47558

Time: 1:00 P.M. (Local Time)

1. INTRODUCTION OF RESPONSIBLE PERSONNEL

Brian Bullock opened the meeting and made introductions.

1.1 Town of Montgomery

A. Tim Showalter, Superintendent

i. Phone: (812) 444-9454

B. Mike Healy, Council President

i. Phone: (812) 259-4543

1.2 Egis BLN USA, Inc.

A. Brian A. Bullock, Project Manager

i. Phone: Cell (812) 360- 8443

ii. Email: brian.bullock@egis-group.com

The following items were discussed.

2. PROJECT SCOPE

- 2.1 Sanitary Sewer Collection System Rehabilitation Project
 - A. <u>Main Lift Station Improvements</u> New 8" HDPE force main to be installed from the Main Lift Station to the Waste Water Treatment Plant.
 - B. <u>Walker Lift Station Improvements</u> Both pumps will be replaced, a new 8-inch HDPE force main will be installed with the discharge located at the plant. This requires a railroad crossing. Approval from the railroad to complete this work has already been obtained. New shut off valves and check valves will be installed at this lift station.
 - C. <u>Petty Lift Station</u> Both pumps in the Petty lift station will be replaced. This will also include a new control panel with VFDs. The discharge force main will be



replaced by 8" HDPE pipe installed by pipe bursting. New shut off valves and check valves will be installed at this lift station.

Potholing is required and is a pay item under each area. By-pass pumping is the contractor's responsibility but is not a pay item.

3. PROJECT OVERVIEW

- 3.1 Funding and Agency Requirements
 - A. Project is funded in part by a loan from the State Revolving Fund through the Indiana Finance Authority

This job does have to meet American Iron and Steel requirements but not BABA.

- 3.2 Project Schedule and Time for Completion
 - A. Project is anticipated to be awarded in late February with an NTP following shortly after.
 - B. Substantial Completion is 180 days and Final Completion is 210 days
- 3.3 Preceding Work none.
- 3.4 Owner-Provided Products none
- 3.5 Concurrent Work none.
- 3.6 Utilities
 - A. Water system owned by Town of Montgomery

3.7 Permits

- A. Construction Permit from the Indiana Department of Environmental Management provided by the Owner
- B. Right-of-Way Permit from the Indiana Department of Transportation provided by Owner but may have to be modified with assistance of the contractor. Traffic control must be provided if equipment or material is in r/w.
- C. Railroad agreement provided by the Owner. Railroad Protective Liability insurance is not required.
- D. CSGP and SWP3 (Stormwater Erosion Control) from the Indiana Department of Environmental Management provided by the owner but may have to be modified with the assistance of the contractor. Contractor shall install, maintain and repair all required erosion control measures for implementation.

4. ADDENDA

5. PRE-BID ISSUES

- 5.1 Access to sites
 - A. Contractor is responsible to visit the projects sites to familiar himself with field conditions that may affect their bid.



6. BID TYPE

6.1 Unit price

7. ITEMS TO BE SUBMITTED WITH BIDS

- 7.1 Bid Form (Section 00410)
 - A. Acknowledge addendums on page 00410-01
- 7.2 Bid Form Attachment A (Section 00410)
- 7.3 Bid Proposal Form 96 (Section 00411)
- 7.4 Bid Security (Bid Bond form in Section 00431)
- 7.5 Required Bidder Qualification Statement with Supporting Data
- 7.6 Evidence to do business in the state of Indiana or written covenant to obtain such authority within the time of acceptance of Bids

8. ITEMS TO BE SUBMITTED WITHIN 5 DAYS OF BID OPENING UPON REQUEST

- 8.1 <u>List of Proposed Subcontractors</u>
- 8.2 <u>List of Proposed Suppliers</u>
- 8.3 All SRF Forms in Section 00832

9. BID DATE

- 9.1 Date: December 12, 2024
- 9.2 Bids Due: 1:00 PM Local Time
- 9.3 Location: Town Hall, 370 N. Main Street, Montgomery, IN 47558

Office will be open from 11:00 am to 1:00 pm on December 12 should you wish to hand deliver them.

10. BID HOLDING

10.1 Held 90 days

11. OTHER COMMENTS

INDOT is doing a project in the future at

12. QUESTIONS



- Q1. For the bypass pumping, did you have anything in particular in mind?
- A1. This will be the contractor's responsibility, but additional parameters will be provided in the addendum.
- Q2. What is the by-pass pumping rate the contractor needs to maintain?
- A2. 230 gpm for Petty and Walker lift stations and 400 gpm for the main lift station.
- Q3. Are the HDD locations set in stone?
- A3. The Petty force main along highway 50 must be pipe bursting and the pipe coming out of the Walker lift station in the drive must be HDD as indicated on the plans. The rest of it can be at the contractor's discretion.



Name Email
androw. lord @ plumbing. Representing Andrew Lord Hydromax Plumbing Luke Veithman S.A. M. M Trucking and Excavating lue: Hhman Esamhatrucking.com Miller Tipeline Corp Bill Marsh Kill - Marsha Miller Prochim dgress Odgress const. com Don Gress Don Gress Construction MART BLYTHE LOBERSTEIN mblythe e kobersteins.com Larry Hoog kgis Ooul KIEFFER KIEFFER BROS CONSTRUCTION DOWNER/BAFFER BROS. NET Evan Kieffer Kieffer Bros Construction Evan exieffer Bres. Net TOM VANKOY Van fay Sons Contraly dy Ton UNNHOY DUBNIONS Jeremy Wininger Town of Montgomery fugle of Tim ShowAlter Town of Montgamery I tisdocopotani com Borg Meiring Montgomery Town Board krajgknepp@gmail.com Montgomen Town Board dorg. meint g @ epic brokes con