



# Request for Quotation

Restroom additions to 12 Preschool Classrooms

Transition Resources Corporation

600 Corporation Drive, Suite 105  
Pendleton, IN 46064

**Issue Date:** 03/02/2022

**Due Date:** 04/08/2022

## Submission Deadlines

All submissions for responding to this request must be submitted on paper or electronically, as stated below, no later than:

**04/08/2022**  
**4:30 PM EST**

## Submission Delivery Address

The delivery address to be used for submissions in person or mailed is:

**Marla Monday**  
Transition Resources Corporation 600 Corporation Drive, Suite 105  
Pendleton, IN 46064

The address for electronic submissions is

[mmonday@transitionresources.org](mailto:mmonday@transitionresources.org)

## Submission of Quote

If quote is mailed or hand delivered, please provide two (2) copies. Please use fonts no smaller than 10 point.

## Submission Questions and Clarifications

Questions on any topics covered in this Request for Quote may be emailed to:

**Gordon Upchurch and Jesse Wilkerson**  
**Email: [gupchurch@transitionresources.org](mailto:gupchurch@transitionresources.org) and [jesse@jessejwilkerson.com](mailto:jesse@jessejwilkerson.com)**

Jesse J. Wilkerson (architect) will be the General Contractor (GC) on this project. Questions will be accepted via email and at the pre-bid meeting scheduled for 03/11/2022 at 9:00 a.m. at 3900 E. Wysor Street, Muncie, IN.

## Introduction

Transition Resources Corporation (TRC) is accepting quotes from qualified companies to add restrooms in preschool classrooms at three TRC Head Start centers. The project may have to be delivered in phases based on school schedules. The priority is to add restrooms in nine (9) classrooms at the TRC Muncie Head Center at 3900 E. Wysor Street. Classroom numbers are 8, 10, 12, 13, 14, 15, 16, 17 and 19 and are located on the east and the westside of the facility.

Requirements include:

- Miscellaneous blocking in the walls for hardware and accessories.
- Wood doors with privacy hardware.
- Metal stud and drywall partition for toilet rooms. Acoustical ceiling in toilet rooms.
- Painting of walls and door frames.
- Resilient tile flooring (Epoxy and Seal) in toilet rooms and patch in corridors at plumbing tie-in.
- Toilet accessories include toilet paper & soap dispensers, grab bars, frameless mirrors, and a paper towel dispenser.
- New plumbing for toilet and sink in toilet rooms.

- Electrical includes lay-in light in toilet room on a separate switch, and 2 GFCI receptacles for Sani-Flo with Hot water tank and exhaust fan switched with light.
- Supply water will come from existing sink removal with existing isolation ball valves in each classroom.
- It may be necessary to complete the restroom install in phases if unable to finish project during times while school is not in session. If time becomes an issue the work will be completed as follows:

**Phase One**

- Install nine (9) restrooms at TRC Muncie Head Start at 3900 E. Wysor Street

**Phase Two**

- Install one (1) restroom addition at the TRC Muncie Central Classroom – Muncie Central High School 801 N. Walnut Street

**Phase Three**

- Install two (2) restroom additions in rooms 114 and 130 at the TRC Anderson Head Start center located at 812 W. 13<sup>th</sup> Street, Anderson
- Required supervision, permits and temporary protection, and general conditions.
- **All contractors will need to wear masks while on premises working.**

**Business Overview & Background**

Telamon/TRC Corporation is a multi-state, multi-funded, private non-profit organization which was organized in 1965 to provide assistance to those in need. In Indiana, Telamon Corporation operates as Transition Resources Corporation.

Transition Resources Corporation (TRC) is a 501(c)(3) not-for-profit organization. TRC operates Head Start and Early Head Start programs in Delaware and Madison counties serving children birth through five years. TRC also provides the Jobs for America’s Graduates (JAG) opportunity to high school students in Marion County and is a HUD-approved Housing Counseling program in Indiana.

MISSION: To provide educational services that lead to better jobs, better lives, and better communities.

**Purpose, Specifications/Scope, Timeline & Budget**

**Purpose**

Transition Resources Corporation (TRC) is accepting quotes from qualified companies for any and all work identified in the scope and construction documents.

The selected bidder must:

- Present construction drawings for review by owners of all proposed changes for renovation and additions
- Make all necessary revisions to the drawings for state review and local permitting
- Present final documents for approval
- Provide all necessary drawings for permit approval architectural, mechanical, electrical, and plumbing
- Include project detail and costs for all three of the project phases which include a total of 12 restrooms at 3 locations

## Specifications & Project Scope

The scope of this project includes:

- Phase One priority to Add restrooms in classrooms 8, 10, 12, 13, 14, 15, 16, 17, and 19. Will add a 7' x 8' restroom with Dutch door. Required supervision, permits and temporary protection, general conditions.

### **Phase One**

- Install nine (9) restrooms at TRC Muncie Head Start at 3900 E. Wysor Street

### **Phase Two**

- Install one (1) restroom addition at the TRC Muncie Central Classroom – Muncie Central High School 801 N. Walnut Street

### **Phase Three**

- Install two (2) restroom additions in rooms 114 and 130 at the TRC Anderson Head Start center located at 812 W. 13<sup>th</sup> Street, Anderson
- Install 6" Mtl stud 16" o.c. with 5/8- X 4-ft X 8 ft Mold Resistant Moisture Resistant Drywall Green Board Panel.
- Electrical includes lay-in LED light in restroom on a separate switch, and 2 GFCI receptacles and exhaust fan switched with light.
- Lavatory Trap and Supply Kit on all sinks.
- All Restrooms will include an isolated tankless hot water tank or a 6-gallon minimal for both sinks 120 v GFCI Receptacle along with the anti-scold protector for hot water safety precautions
- Install circuits and GFCI receptacles for (12) Sani-Flush and (12) Hot Water units (1) per classroom.
- Furnish and install (12) restroom exhaust fans. (Ductwork for ventilation tie in with existing system in school.
- Furnish and install (12) LED flat panel 2x4 panel fixtures. Lights to be switched with exhaust fans.
- Furnish all necessary breakers as needed for a complete installation.
- This will include all patching, painting, or repairing of finished surfaces before or after completion of project.
- Horn/Strobe Light in each restroom (per fire code NFPA 72)
- Metal stud and drywall partition for toilet rooms. Acoustical ceiling in toilet rooms.
- Painting of walls and door frames.
- Vinyl Base Cove (Color to be selected by owner).
- Resilient tile flooring in toilet rooms and patch in corridors at plumbing tie-in.
- Wood doors with privacy hardware set and hollow metal frames.
- Miscellaneous blocking in the walls for hardware and accessories.
- Toilet accessories include toilet paper & soap dispensers, grab bars, frameless mirrors, paper towel dispenser meeting all ADA requirements per Feds, State Regs, and OHS.
- Supply Hot and Cold water and 2inch drains for Sani-Flo water system will come from removal of each classroom existing sink base in corner of new restroom installation. These will be placed on new interior outside wall for use of classroom restroom on same line with sink, toilet in restroom so all drains and water are hidden.
- New plumbing for Sani-toilet and wall hung or vanity base (TBD) sink in toilet rooms.
- New plumbing for Sani-Flo toilet and wall hung or vanity base (TBD) sink in toilet rooms. All existing faucets will be replaced along with drains. We'll need to make sure all existing 2-inch drains are cleared before installation of new equipment.

The selected bidder(s) will be responsible for completing their portion of the work, including site cleanliness. Also, all access to the facility must be through entrance and around the back playground area on the west side of the building Door 4 mechanical room.

The following criteria must be met to achieve a successful project (**see drawing for details**):

- Paint walls (color to be selected by owner). 1 coat primer. 2 coats final color.
- Recoat epoxy and seal on existing flooring or replace with VCT (seal and wax) and vinyl cove base. (Color and manufacturer to be selected by owner).
- Electrical includes lay-in light in restroom on a separate switch, and 2 GFCI receptacles for Sani- Flo and Hot Water tank with exhaust fan switched with light.
- Owner purchased contractor installed cabinets (3) two installed on sink wall and one installed inside restroom all locking. Heavy – duty 6 -foot locking cabinet model# dg218 unit measures 30"W x 23"D x 72"H (Lakeshore)

IN23 Classroom Cabinets w/ Restroom

Room 08 - 1 Cabinet  
Room 10 - 2 Cabinets  
Room 12 - 3 Cabinets  
Room 13 - 3 Cabinets  
Room 14 - 1 Cabinet  
Room 15 - 3 Cabinets  
Room 16 - 1 Cabinet  
Room 17 - 2 Cabinets  
Room 19 - 2 Cabinets

TRC/ MUNCIE CENTRAL

801 N Walnut St  
MUNCIE, IN 47303  
IN29 Muncie Central Classroom Cabinets w/ Restroom  
Room 200- 3 Cabinets

TRC/ ANDERSON

812 W 13<sup>th</sup> St  
Anderson, IN 46016  
IN24 Classroom Cabinets w/ Restroom  
Room 114- 2 Cabinets  
Room 130- 2 Cabinets

- Cabinet lower and upper removed and relocated to wall with new plumbing on restroom wall along w/ new cabinets installed (existing to be reinstalled).
- Install 6" Mtl Stud 16" o.c. with 5/8- X 4-ft X 8 ft Mold Resistant Moisture Resistant Drywall Green Board Panel.
- Install new hardware to match school requirements.
- Miscellaneous blocking in the walls for hardware and accessories
- Each restroom will need a Dutch door without the top (When ordering for (12) classrooms. So, we can order whatever is readily available 3'0 x 6'8 OR 3'0 x 7'0.

- Remove and fill in transition in ceiling grid with acoustical tile. Replace any damaged ceiling tile.
- Armstrong tile model # 266 Brighton 24' X 24' Muncie Phase 1
- Armstrong tile model # 769 A Brighton 24' X 48' Muncie Phase 3
- Toilet accessories include Paper towel, toilet paper, & soap dispensers, grab bars, frameless mirrors, meeting all ADA requirements per Feds, State Regs, and OHS. New plumbing for Sani-Flo toilet and wall hung or vanity base (TBD) sink in toilet rooms. All existing faucets will be replaced along with drains. We'll need to make sure all existing 2-inch drains are cleared before installation of new equipment.
- Supply water and 2-inch drains for Sani-Flo water system will come from removal of each classroom existing sink base in corner of new restroom installation. These will be placed on new interior outside wall for use of classroom restroom on same line with sink, toilet in restroom so all drains and water are hidden.
- New plumbing for Sani-Flo toilet and wall hung or vanity base (TBD) sink in toilet rooms. All existing faucets will be replaced along with drains. We'll need to make sure all existing 2-inch drains are cleared before installation of new equipment.
- We may have to complete these restrooms in phases 1-3 if unable to finish during times while no school in session. If this is the case, we'll do completion while on school breaks for safety concerns and licensing requirements. The Claypool project is the most urgent completion. Then Phase 2 Muncie Central Classroom 200 restroom addition. Leaving Phase 3 the 2-restroom addition in classrooms 114&130 at the Anderson facility being the last phase.
- Lavatory Trap and Supply Kit on all sinks.
- All Restrooms will include an isolated tankless hot water tank or a 6-gallon minimal for both sinks 120 v GFCI Receptacle along with the anti-scald protector for hot water OHS, FED, State requirement for safety precautions.

## Timeline

All proposals in response to this RFP are due no later than **4:30 p.m. EST on Friday, April 8, 2022. All proposal costs must be valid for 90 days from the submission due date of April 8, 2022.**

**A Pre-Bid meeting and walk through** for all potential bidders will be held on Friday, March 18, 2022 at 9:00 a.m. at 3900 E. Wysor Street, Muncie, IN 47303.

Evaluation of proposals will be conducted from Friday, April 11, 2022, until Friday, April 15, 2022. If additional information or discussions are needed with any bidders during this window, the bidders will be notified.

The selection decision for the winning bidder will be made no later than Friday, April 15, 2022.

Upon notification, the contract negotiation with the winning bidder will begin immediately. Notifications to bidders who were not selected will be completed by Wednesday, April 20, 2022.

## Project Timeline:

The Project begin date is scheduled for Monday, May 23, 2022, and at a minimum the completion of Phase One by Wednesday, July 27, 2022.

## Budget

All proposals must include proposed costs to complete the tasks described in the project scope. **All proposal costs must be valid for 90 days from the submission due date of March 31, 2022.** Costs should be

individually detailed per the project scope on a separate attachment. Pricing must be listed for each job. In-kind contribution should be identified and itemized.

### ***IN-KIND CONTRIBUTION for Restroom Installation:***

The Administration for Children and Families (ACF) requires all Head Start grantees such as Transition Resources Corporation to provide contributions equal to 50% of their total Federal Head Start funding (or 20% of the total Federal and non-Federal combined). Transition Resources Corporation is asking for an in-kind contribution from the Contractor selected that might range from 30% - 50% of Base bid.

**In-kind is defined as** property or services that benefit a grant supported project or program (such as the Head Start Program) and are contributed by non-Federal third parties without charge to the grantee. In-kind contributions may consist of the value of real property and equipment and the value of goods and services directly benefiting the grant program and specifically identifiable to it.

NOTE: All costs and fees must be clearly described in each proposal.

## **Bidder Qualifications**

Bidders should provide the following items as part of their proposal for consideration:

- Two references
- Employee Qualifications
- Previous job/Work samples
- Date when able to begin and complete the project

## **Terms and Conditions**

TRC reserves the right to reject any and all bids. Transition Resources Corporation is an equal opportunity employer and service provider.

## **Evaluation Criteria**

Transition Resources Corporation will evaluate all proposals based on the following criteria. To ensure consideration for this Request for Quotation, your proposal should be complete and include all of the following criteria:

- Overall proposal suitability: proposed solution(s) must meet the scope and needs included herein and be presented in a clear and organized manner
- Organizational Experience: Bidders will be evaluated on their experience as it pertains to the scope of this project
- Previous work: Bidders will be evaluated on examples of their work pertaining to the scope of work.
- Value and cost: Bidders will be evaluated on the cost of their solution(s) based on the work to be performed in accordance with the scope of this project
- Technical expertise and experience: Bidders must provide descriptions and documentation of staff technical expertise and experience
- Ability to meet the specified timeframe for work completion

### **Scoring of Proposal**

- Overall Project Design & Proposed Solution – **25 pts**
- Pricing – **30 pts**
- Expertise and Experience – **25 pts**
- In-Kind contribution or Cost saving measures - **20 pts**

# Our Mission

is to provide educational services that lead to better jobs, better lives, and better communities.



## PURPOSE

Empowering Individuals,  
Improving Communities

## BELIEF

- We believe that **BETTER EDUCATION** leads to **BETTER JOBS**
- **BETTER JOBS** lead to **BETTER LIVES** which create **BETTER COMMUNITIES**
- **BETTER COMMUNITIES** supply **BETTER EDUCATION**
- And the cycle of **CONTINUOUS IMPROVEMENT** from individuals to communities continues

## CORE VALUES

- My **WORD** means something
- I act as an **OWNER** of this corporation
- I embrace **CONTINUOUS IMPROVEMENT**
- I am **OPEN TO LEARNING** from anyone, anywhere
- I communicate with **RESPECT** and **TRANSPARENCY**

Empowering Individuals, Improving Communities  
[www.telamon.org](http://www.telamon.org) | [www.transitionresources.org](http://www.transitionresources.org)



# TELAMON CORPORATION

## Transition Resources Corporation

### Procurement Contract Provisions

The following provisions, as applicable, are conditions and assurances agreed and certified to by the contractor upon acceptance of a contract to provide certain goods or services, and are made part thereof.

1. The contractor shall comply with Executive Order 11246, as amended by Executive Order 11375, "Amending Executive Order 1246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. All contracts and subgrants more than \$2000 for construction or repair of facilities awarded by recipients and subrecipients are subject to the Copeland "Anti-Kickback" Act, 18 U.S.C. 874, as supplemented by Department of Labor regulations, (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which s/he is otherwise entitled.
3. When required by Federal program legislation, all construction contracts awarded by recipients and subrecipients of more than \$2000 are subject to the Davis-Bacon Act, (40 U.S.C., 276a to a-7) and as supplemented by Dept of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction". Under this Act contractors are required to pay wages to laborer and mechanics at a rate not less than the minimum wages specified in the current wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. **Copies of these provisions are attached and made part of this contract.**

**Weekly payroll information recorded on Optional Form WH-347 or its equivalent (also attached) must be submitted to the local Telamon project official for inclusion with billing information.**

4. Where applicable, all contracts awarded by recipients more than \$2000 for construction contracts and more than \$2500 for other contracts that involve the employment of laborers or mechanics are required to comply with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, (40 U.S.C. 327-333) as supplemented by Department of Labor regulations (29 CFR part 5). Section 102 requires the contractor to compute the wages of every mechanic and laborer based on a standard, work week of 40 hours. Work more than the standard work week is permissible provided that the payment of wages more than 40 hours at 1 ½ times the basic pay rate. Section 107 provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.
5. Any inventions resulting from experimental, developmental or research work shall be subject to 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
6. Recipients of contracts and subgrants more than \$100,000 agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, (42 U.S.C., 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.).
7. Contractors who bid for an award of more than \$100,000 must file, with Telamon, a certification of compliance with restrictions of the Byrd Anti-Lobbying Amendment, (31 U.S.C., 1352), that it has not and will not use federally appropriated funds to pay any person or organization for influencing or attempting to influence a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or other award covered by the amendment. Contractors shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
8. Contractors shall certify that they are not prohibited from receiving procurement awards pursuant to Executive Orders 12549 and 12689, "Debarment and Suspension", and do not appear on the General Services Administration's "List of Parties Excluded from Federal Procurement or No procurement Programs."
9. Contractors shall provide a current Certificate of Insurance naming Telamon Corporation as an additional insured, and which verifies general liability and Workers Compensation coverage. In West Virginia in lieu of a Workers Compensation certificate of insurance, a valid current Certificate of coverage from the WV Workers Compensation Commission is required.

CONTRACTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

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

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

# Copeland Act Contract Provisions

## **(1) Purpose:**

This part prescribes “anti-kickback” regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

## **(2) Weekly statement with respect to payment of wages.**

- (a) As used in this section, the term employee shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.
- (b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this chapter during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 348, “Statement of Compliance”, or on an identical form on the back of WH 347, “Payroll (For Contractors Optional Use)” or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.
- (c) The requirements of this section shall not apply to any contract of \$2,000 or less.
- (d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.[29 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982]

## **(3) Submission of weekly statements and the preservation and inspection of weekly payroll records.**

- (a) Each weekly statement required under Sec. 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

- (b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

(Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1215-0017)

#### **(4) Payroll deductions permissible without application to or approval of the Secretary of Labor.**

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

- (a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.
- (b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A bona fide prepayment of wages is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.
- (c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.
- (d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met:
  - (1) The deduction is not otherwise prohibited by law;
  - (2) It is either:
    - (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or
    - (ii) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;
  - (3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and
  - (4) The deductions shall serve the convenience and interest of the employee.
- (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.
- (f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.
- (g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.
- (h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.
- (i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.
- (j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under Sec. 516.25(a) of this title shall be kept.

- (k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either
  - (1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or
  - (2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

## **(5) Payroll deductions permissible with the approval of the Secretary of Labor.**

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Sec. 3.5. The Secretary may grant permission whenever he finds that:

- (a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;
- (b) The deduction is not otherwise prohibited by law;
- (c) The deduction is either
  - (1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or
  - (2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and
- (d) The deduction serves the convenience and interest of the employee.

## **(6) Applications for the approval of the Secretary of Labor.**

Any application for the making of payroll deductions under Sec. 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

- (a) The application shall be in writing and shall be addressed to the Secretary of Labor.
- (b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of Sec. 3.6, and specifies any conditions which have changed in regard to the payroll deductions.
- (c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of Sec. 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.
- (d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.
- (e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

**(7) Action by the Secretary of Labor upon applications.**

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of Sec. 3.6; and shall notify the applicant in writing of his decision.

**(8) Prohibited payroll deductions.**

Deductions not elsewhere provided for by this part and which are not found to be permissible under Sec. 3.6 are prohibited.

**(9) Methods of payment of wages.**

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

**(10) Regulations part of contract.**

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see Sec. 5.5(a) of this subtitle.

# Davis-Bacon Act Contract Provisions

## (1) Minimum wages:

- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **(2) Withholding:**

Telamon Corporation shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **(3) Payrolls and basic records:**

- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate Federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under Sec. 5.5(a) (3) (i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be maintained under Sec. 5.5(a)(3)(i) of Regulations, 29 CFR Part 5 and that such information is correct and complete;
  - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
  - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **(4) Apprentices and trainees:**

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.



- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

## **(5) Compliance with Copeland Act requirements:**

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

## **(6) Subcontracts:**

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Department of Labor may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

## **(7) Contract termination: debarment:**

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

## **(8) Compliance with Davis-Bacon and Related Act requirements:**

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

## **(9) Disputes concerning labor standards:**

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

## **(10) Certification of eligibility:**

- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## **(11) Contract Work Hours and Safety Standards Act:**

- (i) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (ii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (11)(i) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (11)(i) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (11)(i) of this section.
- (iii) Withholding for unpaid wages and liquidated damages. Telamon Corporation shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (11)(ii) of this section.
- (iv) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (11)(i) through (iv) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (11)(i) through (iv) of this section.

## **(12) Record Retention and Maintenance:**

In addition to the clauses contained in paragraph (11) the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of Telamon Corporation, the Department of Labor, or any other duly authorized representative and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

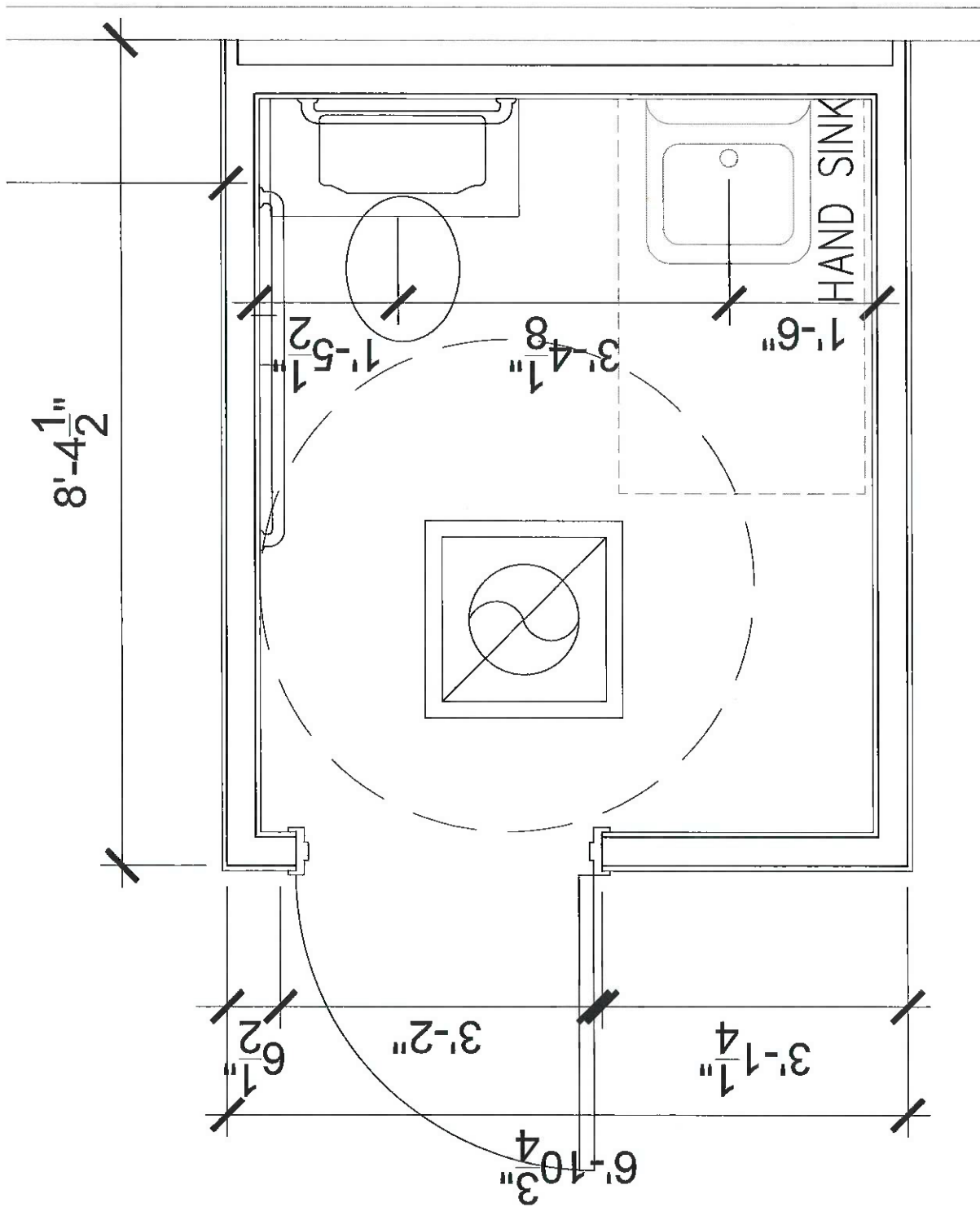
# Bid Form

(To be completed for all bids)

(Please type or print)

RFQ Due Date: April 08, 2022, 4:30 p.m. EST

<b>Bidder (Firm):</b>	
<b>Address (Street):</b>	
<b>City, State, Zip</b>	
<b>Phone:</b>	
<b>Firm's Contact:</b>	
<b>Phone Number:</b>	
<b>Email Address:</b>	
<b>IN-KIND</b>	<p>IN KIND CONTRIBUTION for Head Start facility remodel project The Administration for Children and Families (ACF) requires all Head Start grantees such as TRC/Telamon Corporation to provide contributions equal to 25% of their total Federal Head Start funding (or 20% of the total Federal and non-Federal combined). TRC/Telamon Corporation is asking for an in-kind contribution from the Contractor that might range from 30% to 50% of Base Hourly Rate.</p> <p><i>In-kind is defined as property or services that benefit a grant supported project or program (such as the Head Start Program) and are contributed by non-Federal third parties without charge to the grantee. In-kind contributions may consist of the value of real property and equipment and the value of goods and services directly benefiting the grant program and specifically identifiable to it.</i></p>
<b>Total Amount of In-Kind Proposed by Bidder:</b>	\$
<b>Total Project Cost:   \$</b>	
<b>Date</b>	<b>Signature</b>



"General Decision Number: IN20220002 02/25/2022

Superseded General Decision Number: IN20210002

State: Indiana

Construction Type: Building

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

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

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination,</li></ul>

if it is higher) for all hours spent performing on that contract in 2022.
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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/18/2022
2	02/25/2022

ASBE0018-004 06/01/2021

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

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 33.90	21.38
HAZARDOUS MATERIAL HANDLER (includes preparation, wettings, stripping, removal, scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....	\$ 23.00	14.40

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ASBE0041-002 07/01/2021

	Rates	Fringes
CARPENTER.....	\$ 30.84	19.59
MILLWRIGHT.....	\$ 31.01	21.99

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 CARP0232-001 06/01/2020

ALLEN, DEKALB, NOBLE, STEUBEN and WHITLEY COUNTIES

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 26.47	21.16

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 CARP0615-001 06/01/2020

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

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 27.01	21.14

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 CARP0912-001 10/01/2021

	Rates	Fringes
CARPENTER		
ZONE 2: BOONE, FOUNTAIN, HENDRICKS, MONROE, MONTGOMERY AND MORGAN COUNTIES		
Carpenters, Drywall.....	\$ 30.39	21.52
Millwright.....	\$ 30.84	19.59
ZONE 4: BLACKFORD, DELAWARE, JAY AND MADISON COUNTIES		
Carpenters, Drywall.....	\$ 30.10	21.52
Millwright.....	\$ 31.03	

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 CARP0912-002 06/01/2021

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

	Rates	Fringes
Carpenters:		
Carpenters, Drywall		



Installers, Piledrivers.....	\$ 30.84	19.59
Millwright.....	\$ 31.07	23.82
Soft Floor Layers.....	\$ 28.85	18.63

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 CARP0999-008 10/01/2021

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

	Rates	Fringes
Carpenters:		
Carpenters, Drywall		
Installers, Piledriver.....	\$ 30.84	21.52
Millwright.....	\$ 30.84	19.59
Soft Floor Layers.....	\$ 28.85	18.63

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 CARP1029-001 06/01/2020

ADAMS, ALLEN, CASS, DEKALB, ELKHART, FULTON, GRANT, HOWARD, HUNTINGTON, KOSCIUSKO, LAGRANGE, MARSHALL, MIAMI, NOBLE, ST. JOSEPH, STEUBEN, TIPTON, WABASH, WELLS and WHITLEY COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 28.58	25.21

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 ELEC0305-002 12/01/2020

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

	Rates	Fringes
ELECTRICIAN.....	\$ 34.69	9.02+28.76%

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 ELEC0481-005 05/31/2021

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

	Rates	Fringes
ELECTRICIAN.....	\$ 36.30	24.85

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 ELEC0538-006 01/01/2020

FOUNTAIN AND WARREN COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 35.30	21.36
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ELEC0668-002 01/01/2021		

BENTON, CARROLL, CASS, FULTON, TIPPECANOE and WHITE COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 34.14	21.13

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

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ELEC0725-006 06/01/2021

MONROE COUNTY

	Rates	Fringes
Communication Technician.....	\$ 29.25	15.96

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.

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ELEC0725-011 10/01/2021

MONROE COUNTY:

	Rates	Fringes
ELECTRICIAN.....	\$ 39.00	21.01
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ELEC0855-003 06/01/2021

BLACKFORD, DELAWARE, AND JAY COUNTIES

	Rates	Fringes
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ELECTRICIAN.....\$ 33.57 19.03

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ELEC0873-002 03/01/2021

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

Rates Fringes  
ELECTRICIAN.....\$ 34.65 19.62

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ELEV0034-001 01/01/2022

Rates Fringes  
ELEVATOR MECHANIC.....\$ 52.98 36.885+a+b

a) PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Vetern's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

b) Employer contributes 8% of regular hourly rate to vacation pay credit for employee with more than 5 years of service; 6% for less than 5 years' service.

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ELEV0044-002 01/01/2022

Rates Fringes  
ELEVATOR MECHANIC.....\$ 54.88 36.885+a+b

a) PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Vetern's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

b) Employer contributes 8% of regular hourly rate to vacation pay credit for employee with more than 5 years of service; 6% for less than 5 years' service.

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ENGI0103-001 04/01/2021

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

Rates Fringes  
Power equipment operators:  
GROUP 1.....\$ 37.08 19.96

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

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 ENGI0103-002 04/01/2021

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

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

GROUP 2: A Frame Truck; Batcher Plant (automatic dry batch); Bending Machine-Power Driven; Bituminous Mixer; Bituminous Paver; Bituminous Plant Engineer; Boatman; Bull Float; Compactor or Tamper-Self Propelled; Concrete Mixer (21 cu. ft. or over); Concrete Spreader-Power Driven; Dinkey Engine; Ditching Machine; Ditching Machine (less than 18"); Drilling Machine; Finish Machine & Bull Float; Finishing Machine; Fireman-Pile Driving and Boilers; Fork

Lift-Masonry & Material; Gunite Machine; Head Greaser; Hoist-Material and/or personnel 3 floors and under; Mechanic in shop; Mesh Depresser-Mesh Placer; P.C.C. Concrete Belt Placer; Ruller-Asphalt, stone & sub base; Sheepsfoot Roller- Self Propelled; Shop Mule; Spreader or Base Paver-Self Propelled; Sub Grader; Throttle valve with air compressor or boiler; Tractor with Backhoe (1/2 yard & under); Tractor-high lift-farm type; Tractor-Industrial Type; Tractor with Winch; Well Points; Winch Trick

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

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

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 ENGI0103-007 04/01/2021

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

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

Pneumatic Tool Operators, Air and Electric Vibrators and Chipping Hammer Operators; Asbestos Removal; Hazardous Waste Removal; Biler Setters Laborers, including expediters, bottom men, bell men, and Mason Tenders

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

LAB01112-001 06/01/2020

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

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 22.81	16.00
GROUP 2.....	\$ 23.56	16.00
GROUP 3.....	\$ 23.81	16.00

LABORER CLASSIFICATIONS

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

GROUP 2: Plaster tenders; mortar mixers; welders (acetylene or electric); cutting torch or burner; cement nozzle laborers; cement gun operators; scaffold builders for plasterers; scaffold builders for masons; water blast machine operator; Air tool Operators and all Pnuematic Tool Operators, Air and Electric Vibrators and Chipping Hammer

Operators; Asbestos removal; Hazardous waste removal; All Boiler Setters Laborers, including expeditors, bottom men, bell men, and Mason Tenders

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

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PAIN0047-003 06/01/2020

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

	Rates	Fringes
PAINTER		
Brush and Roller.....	\$ 26.23	15.55
Spray and Sandblasting.....	\$ 27.23	15.55

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PAIN0080-001 06/01/2020

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

	Rates	Fringes
PAINTER		
Brush and Roller.....	\$ 25.05	17.53
Spray and Sandblasting.....	\$ 26.00	17.53

-----  
PAIN0091-005 06/01/2020

FULTON COUNTY

	Rates	Fringes
PAINTER		
Brush & Roller, Drywall Taping & Finishing, Vinyl/Paper Hanging.....	\$ 27.00	16.36
Spray.....	\$ 27.50	16.36

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PAIN0460-002 06/01/2020

WHITE COUNTY

Rates	Fringes
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Painters:

Brush & Roller.....	\$ 37.85	26.21
Drywall Finisher.....	\$ 35.85	26.21

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PAIN0469-001 06/01/2020

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

Rates Fringes

Painters:

Brush, Roller, Paperhanger, & Drywall Finishing.....	\$ 22.86	14.30
Lead Abatement.....	\$ 27.66	14.30
Spray & Sandblast Pot Tenders and Ground Personnel.....	\$ 22.86	14.30
Spray, Sandblast, Power Tools, Waterblast, & Steam Cleaning.....	\$ 22.86	14.30

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PAIN0669-001 05/01/2021

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

Rates Fringes

Painters:

Brush; Roller; Paperhanging; Drywall Finishers.....	\$ 21.70	14.79
Spray/Waterblasting; Sandblasting.....	\$ 22.70	14.79

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PAIN1165-010 07/01/2021

FULTON COUNTY

Rates Fringes

GLAZIER.....	\$ 29.81	18.48
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PAIN1165-013 07/01/2021

ADAMS, ALLEN, BLACKFORD, DEKALB, GRANT, HUNTINGTON, JAY, NOBLE,



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.....	\$ 40.92	17.84

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 PLUM0440-003 06/04/2018

DELAWARE, JAY and MADISON COUNTIES

	Rates	Fringes
Plumber and Steamfitter.....	\$ 37.67	16.79

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 ROOF0023-003 06/01/2021

ALLEN, DEKALB, NOBLE, STEUBEN, and WHITLEY COUNTIES

	Rates	Fringes
ROOFER		
COMPOSITION.....	\$ 30.50	19.03
SLATE & TILE.....	\$ 32.00	19.03

-----  
 ROOF0023-007 06/01/2021

FULTON COUNTY

	Rates	Fringes
ROOFER		
COMPOSITION.....	\$ 30.50	19.03
SLATE & TILE.....	\$ 32.00	19.03

-----  
 ROOF0023-010 06/01/2021

ADAMS, HUNTINGTON, MIAMI, WABASH, and WELLS COUNTIES

	Rates	Fringes
ROOFER		
COMPOSITION.....	\$ 30.50	19.03
SLATE & TILE.....	\$ 32.00	19.03

-----  
 ROOF0119-003 09/01/2021

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

	Rates	Fringes
Sheet metal worker (Including HVAC Duct Work).....	\$ 34.67	25.35

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 TEAM0135-001 04/01/2021

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

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 30.40	.37+A
GROUP 2.....	\$ 30.90	.37+A
GROUP 3.....	\$ 31.10	.37+A
GROUP 4.....	\$ 31.25	.37+A
GROUP 5.....	\$ 31.75	.37+A

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

TRUCK DRIVER CLASSIFICATIONS

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

GROUP 2: Drivers on tandem axle eighteen (18) cu.yds. or twenty- four (24) tons gross, six (6) wheel trucks, Koehring or similar dumpsters, tract trucks, Euclids, hug bottom dumps, tournapulls, tounatrailers, tournarockers, or similar equipment when used for transportation purposes under nine (9) cu.yds. or less than thirteen and one-half (13 1/2) tons, tandems and semi-trailer service trucks,

mixer trucks over three (3) cu.yds. and including six and one-half (6 1/2) cu.yds., fork lift, four (4) wheel A-frame trucks when used for transportation purposes, four (4) wheel winch trucks, pavement breakers, batch trucks-wet or dry- over 2 up to and including 4-"34-E" batches two (2) men oil distributors, fork-lift under four (4) ton and vacuum trucks.

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

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

GROUP 5: Mechanic furnishing his own tools.

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 TEAM0135-012 04/01/2021

HAMILTON, HANCOCK, HENDRICKS, JOHNSON, MORGAN, AND SHELBY COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 30.40	.42+A
Group 2.....	\$ 30.90	.42+A

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

TRUCK DRIVER CLASSIFICATIONS:

GROUP 1: Truck Driver Helper

GROUP 2: Truck Driver on Fork Lifts & Truck Driver on Tandem, Semi, or Tri-axle

""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current

negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

**Note: These Instructions may be found online at [www.dol.gov](http://www.dol.gov). From the DOL home page, follow the sequence of links listed below in yellow to find the Instructions page.**

**April 1, 2003** [DOL Home](#) > [ESA](#) > [WHD](#) > [Forms](#) > [WH-347 Instructions](#)

## Instructions For Completing Payroll Form, WH-347

**General:** The use of the WH-347 payroll form is not mandatory. This form has been made available for the convenience of contractors and subcontractors required by their Federal or Federally aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 CFR, Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

This form meets needs resulting from the amendment of Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay not less than fringe benefits as predetermined by the Department of Labor, in addition to payment of not less than the predetermined rates. The contractor's obligation to pay fringe benefits may be met either by payment of the fringes to the various plans, funds or programs or by making these payments to the employees as cash in lieu of fringes.

This payroll provides for the contractor's showing on the face of the payroll all monies to the employees, whether as basic rates or as cash in lieu of fringes and provides for the contractor's representation in the statement of compliance on the rear of the payroll that he is paying to other fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions concerning the preparation of the payroll follow:

**Contractor or Subcontractor:** Fill in your firm's name and check appropriate box.

**Address:** Fill in your firm's address.

**Column 1 - Name, Address, and Social Security Number of Employee:** The employee's full name and Social Security Number must be shown on each weekly payroll submitted. The employee's address must also be shown on the payroll covering the first week in which the employee works on the project. The address need not be shown on subsequent weekly payrolls unless the address changes.

**Column 2 - Withholding Exemptions:** This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

**Column 3 - Work Classifications:** List classification descriptive of work actually performed by employees. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. Employee may be shown as having worked in more than one classification provided accurate breakdown or hours so worked is maintained and shown on submitted payroll by use of separate entries.

**Column 4 - Hours worked:** On all contracts subject to the Contract Work Hours Standard Act enter as overtime hours worked in excess of 8 hours per day and 40 hours a week.

**Column 5 - Total:** Self-explanatory

**Column 6 - Rate of Pay, including Fringe Benefits:** In straight time box, list actual hourly rate paid the employee for straight time worked plus in cash in lieu of fringes paid the employee. When recording the straight time hourly rate, any cash paid in lieu of fringes may be shown separately from the basic rate, thus \$3.25/.40. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. In overtime box shown overtime hourly rate paid, plus any cash in lieu of fringes paid the employee. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962. In addition to paying no less than the predetermined rate for the classification which the employee works, the contractor shall pay to approved plans, funds or

programs or shall pay as cash in lieu of fringes amounts predetermined as fringe benefits in the wage decision made part of the contract. See "FRINGE BENEFITS" below.

**FRINGE BENEFITS - Contractors who pay all required fringe benefits:** A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of labor shall continue to show on the face of the payroll the basic cash hourly rate and overtime rate paid to his employees just as he has always done. Such a contractor shall check paragraph 4(a) of the statement on the reverse of the payroll to indicate that he is also paying to approved plans, funds or programs not less than the amount predetermined as fringe benefits for each craft. Any exceptions shall be noted in section 4(c).

**Contractors who pay no fringe benefits:** A contractor who pays no fringe benefits shall pay to the employee, and insert in the straight time hourly rate column of the payroll, an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringes at the straight time rate. In addition, the contractor shall check paragraph 4(b) of the statement on the reverse of the payroll to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in Section 4(c).

#### **Use of Section 4(c), Exceptions**

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employee as cash in lieu of fringes and the hourly amount paid to plans, funds, or programs as fringes. The contractor shall pay, and shall show that he is paying to each such employee for all hours (unless otherwise provided by applicable determination) worked on Federal or Federally assisted project an amount not less than the predetermined rate plus cash in lieu of fringes as shown in Section 4(c). The rate paid and amount of cash paid in lieu of fringe benefits per hour should be entered in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

**Column 7 - Gross Amount Earned:** Enter gross amount earned on this project. If part of the employees' weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus \$63.00/\$120.00.

**Column 8 - Deductions:** Five columns are provided for showing deductions made. If more than five deductions should be involved, use first 4 columns; show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 CFR, Part 3. If the employee worked on other jobs in addition to this project, show actual deductions from his weekly gross wage, but indicate that deductions are based on his gross wages.

**Column 9 - Net Wages Paid for Week:** Self-explanatory

**Totals -** Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

**Statement Required by Regulations, Parts 3 and 5:** While this form need not be notarized, the statement on the back of the payroll is subject to the penalties provided by 18 USV 1001, namely, possible imprisonment of 5 years or \$10,000.00 fine or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See paragraph entitled "FRINGE BENEFITS" above for instructions concerning filling out paragraph 4 of the statement.

**U.S. Department of Labor**  
Frances Perkins Building  
200 Constitution Avenue, NW  
Washington, DC 20210

1-866-4-USWAGE

TTY: 1-866-487-9243





**U.S. Department of Labor**  
Wage and Hour Division

**PAYROLL**

(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR  OR SUBCONTRACTOR

ADDRESS

Rev. Dec. 2008

OMB No.: 1235-0008  
Expires: 07/31/2024

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) EMPLOYMENT STATUS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS				(9) NET WAGES PAID FOR WEEK
			HOURS WORKED EACH DAY										FICA	WITH-HOLDING TAX	OTHER	TOTAL DEDUCTIONS	
			S	M	T	W	T	F	S								

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 314b) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

**Public Burden Statement**

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

Date \_\_\_\_\_

I, \_\_\_\_\_ (Name of Signatory Party) \_\_\_\_\_ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ (Contractor or Subcontractor) \_\_\_\_\_ on the

\_\_\_\_\_ (Building or Work); that during the payroll period commencing on the

\_\_\_\_\_ day of \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

\_\_\_\_\_ (Contractor or Subcontractor) \_\_\_\_\_ from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)

EXPLANATION

REMARKS:

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.



## VENDOR CODE OF CONDUCT

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Telamon/Transition Resources Corporation aspires to be more than just a good company – it aspires to be a great company. Toward that goal, we are committed to our mission of improving lives and improving communities. Telamon/Transition Resources Corporation has established company standards that include ethical business practices and regulatory compliance. These standards apply to all of our employees, directors and officers. Similarly, Telamon/Transition Resources Corporation expects its vendors to embrace this commitment by complying with and training its employees on the Telamon/Transition Resources Vendor Code of Conduct.

Vendors and their employees, agents and subcontractors (collectively referred to as “Vendors”) must adhere to this Vendor Code of Conduct while conducting business with or on behalf of Telamon/Transition Resources Corporation. Vendors must promptly inform their Telamon/Transition Resources contact (or a member of Telamon/Transition Resources management) when any situation develops that causes the Vendor to operate in violation of this Code of Conduct. While Telamon/Transition Resources Vendors are expected to self-monitor and demonstrate their compliance with this Code of Conduct, Telamon/Transition Resources may audit Vendors or inspect Vendors’ facilities to confirm compliance. Telamon/Transition Resources may require the immediate removal of any Vendor representative(s) or personnel who behave in a manner that is unlawful or inconsistent with this Code of Conduct or any Telamon/Transition Resources policy. Compliance with this Code of Conduct, and attending training on this Code of Conduct, as may be offered by Telamon/Transition Resources, is required in addition to any other obligations in any agreement a Vendor may have with Telamon/Transition Resources Corporation.

### DEFINITIONS

Vendor means any individual or entity seeking to or doing business with Telamon/Transition Resources within the scope of this Code, including, without limitation, contractors, consultants, suppliers, manufacturers seeking to act as the primary contracting party, officers and employees of the foregoing, as well as any subcontractors, consultants and subsuppliers at all lower tiers.

Gift means the transfer, without equivalent consideration, of anything of benefit, tangible or intangible, having more than a nominal value, including but not limited to, loans, forbearance, services, travel, gratuities of any kind, favors, money, meals, refreshments, entertainment, hospitality, promises, tickets to entertainment or sporting events, weekend trips, golf outings, loans of equipment, or other thing or benefit. A Gift need not be intended to influence or reward any individual or entity.

Family Member means any person living in the same household as a Telamon/Transition Resources Employee, domestic partner, and any person who is a direct descendant of the Telamon/Transition Resources Employee's Grandparents or the spouse of such descendant.





## VENDOR CODE OF CONDUCT

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Contract means oral or written communication with any officer, member of the Board or other employee of Telamon/Transition Resources, other than the Designated or Single Point of Contact, where it could be reasonable inferred that such contact was intended to influence, or could reasonably be expected to influence, the subject of the procurement.

Employee means any officer or employee of Telamon/Transition Resources and also includes any member of the Board of Directors.

### **BUSINESS PRACTICES AND ETHICS**

Telamon/Transition Resources Corporation Vendors must conduct their business interactions and activities with integrity and must, without limitation:

Business Records: Honestly and accurately record and report all business information and comply with all applicable laws regarding their completion and accuracy. Create, retain, and dispose of business records in full compliance with all applicable legal and regulatory requirements. Be honest, direct, and truthful in discussions with regulatory agency representatives and government officials.

Gifts: Avoid gifts to Telamon/Transition Resources Corporation employees because even a well-intentioned gift might constitute a bribe under certain circumstances, or create conflicts of interest. Do not offer anything of value to obtain or retain a benefit or advantage for the giver, and do not offer anything that might appear to influence, compromise judgment, or obligate the Telamon/Transition Resources employee.

Conflicts of Interest: Avoid the appearance of or actual improprieties or conflicts of interests. Vendors must not deal directly with any Telamon/Transition Resources employee whose spouse, domestic partner, or other family member or relative holds a significant financial interest in the Vendor. In the course of negotiating the Vendor agreement or performing the Vendor's obligations, dealing directly with a Vendor personnel's spouse, domestic partner, or other family member or relative employed by Telamon/Transition Resources is also prohibited.

### **HEALTH AND SAFETY**

Telamon/Transition Resources Vendors are expected to integrate sound health and safety management practices into all aspects of business, and must, without limitation:

Provide a safe and healthy work environment and fully comply with all safety and health laws, regulations, and practices including those applicable to the areas of occupational safety, emergency preparedness, occupational injury and illness, industrial hygiene, physically demanding work, machine safeguarding, sanitation, food and housing. Adequate steps must be taken to minimize the causes of hazards inherent in the working environment.





## VENDOR CODE OF CONDUCT

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Prohibit the use, possession, distribution, or sale of illegal drugs while on Telamon/Transition Resources-owned or -leased property.

By signing below, the vendor represents it is in compliance with the policy as stated above.

\_\_\_\_\_  
Vendor Name (please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Date



**UNCONDITIONAL WAIVER AND RELEASE  
UPON FINAL PAYMENT**

The undersigned has been paid in full for all labor, services, equipment or material furnished to Telamon Corporation for the job located at: \_\_\_\_\_ except for final payment of \$\_\_\_\_\_ and does hereby release any right to a mechanic's lien, stop notice, or any right against a labor and material bond on the job.

This document also releases \_\_\_\_\_ from liability with subcontractors signed below. (Contractor)

Dated: \_\_\_\_\_

Company Name: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Title

**NOTICE TO PERSONS SIGNING THIS WAIVER: This document waives your rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid.**

**THE UNDERSIGNED HAVE PERFORMED/PROVIDED EITHER LABOR, SERVICES, EQUIPMENT, OR MATERIALS ON THE PROJECT DESCRIBED ABOVE AND HAVE BEEN PAID IN FULL TO DATE**

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature of Subcontractor)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature of Subcontractor)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature of Subcontractor)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Title)



Indiana Department of Revenue  
 Indiana Government Center North Indianapolis, Indiana 46204  
**Indiana Not-For-Profit Tax Registration Certificate**  
 (This certificate may not be used to collect sales tax)

Form NFP-1  
 State Form  
 (R/9-02)

Date Issued  
 12/13/2002

Taxpayer ID No.  
 0007425600 000 0



TRANSITION RESOURCES CORPORATION  
 5809 N POST RD  
 INDIANAPOLIS, IN 46216-1049

- Organization exempt from payment of Sales Tax.
- Organization not exempt from sales tax.

**SALES TAX EXEMPT**

(Detach Here)

This Taxpayer Identification Number (TID) may be used in making purchases exempt from sales tax, provided the merchandise is to be used for purposes as explained in Information Bulletin 10. This Taxpayer Identification Number (TID) may be used on Sales Tax Exemption Certificates (ST-105) when making qualified purchases.

**I. Purchases by Not-For-Profit Organizations**

**A. Purchases for own use**

In order to qualify for Sales Tax exemption on purchases as a not-for-profit organization, the following conditions must prevail:

1. The organization must be named or described in I.C. 6-25521. This includes organizations organized and operated exclusively for one or more of the following purposes:  
 Religious    Fraternal    Literary  
 Charitable    Educational    Civic  
 Scientific
2. Also included are the following specifically named not-for-profit organizations:  
 Labor Unions    Public Schools  
 Licensed Hospitals    Parochial Schools  
 Churches    Pension Trusts  
 Monasteries    Business Leagues  
 Convents    Student Cooperative Housing
3. The article purchased must be used for the same purpose as that for which the organization is being exempted. Purchases for the private benefit of any member of the organization or for any other individual are not eligible for exemption. Purchases used for social purposes are never exempt.
4. The fact that an organization is being exempted by the Federal Government or by the State of Indiana for Sales Tax purposes does not necessarily mean that a purchase made by a not-for-profit organization is exempt.

**B. Purchase for resale**

Tangible personal property purchased for resale by not-for-profit organizations is eligible for Sales Tax exemption.

**C. Purchases by social organizations**

Purchases of tangible personal property by organizations organized and operated predominantly for social purposes are not exempt. If over fifty percent (50%) of its expenditures are for, or related to, social activities such as food and beverage services, golf courses, swimming pools, dances, parties, and other social activities, the organization will be considered to be predominantly organized and operated for social purposes.

If the organization has been classified as a social organization or a water corporation, this Taxpayer Identification Number (TID) MAY NOT be used for exemption from sales tax on items purchased for the purpose of the organization.