Professional

Engineering

Services

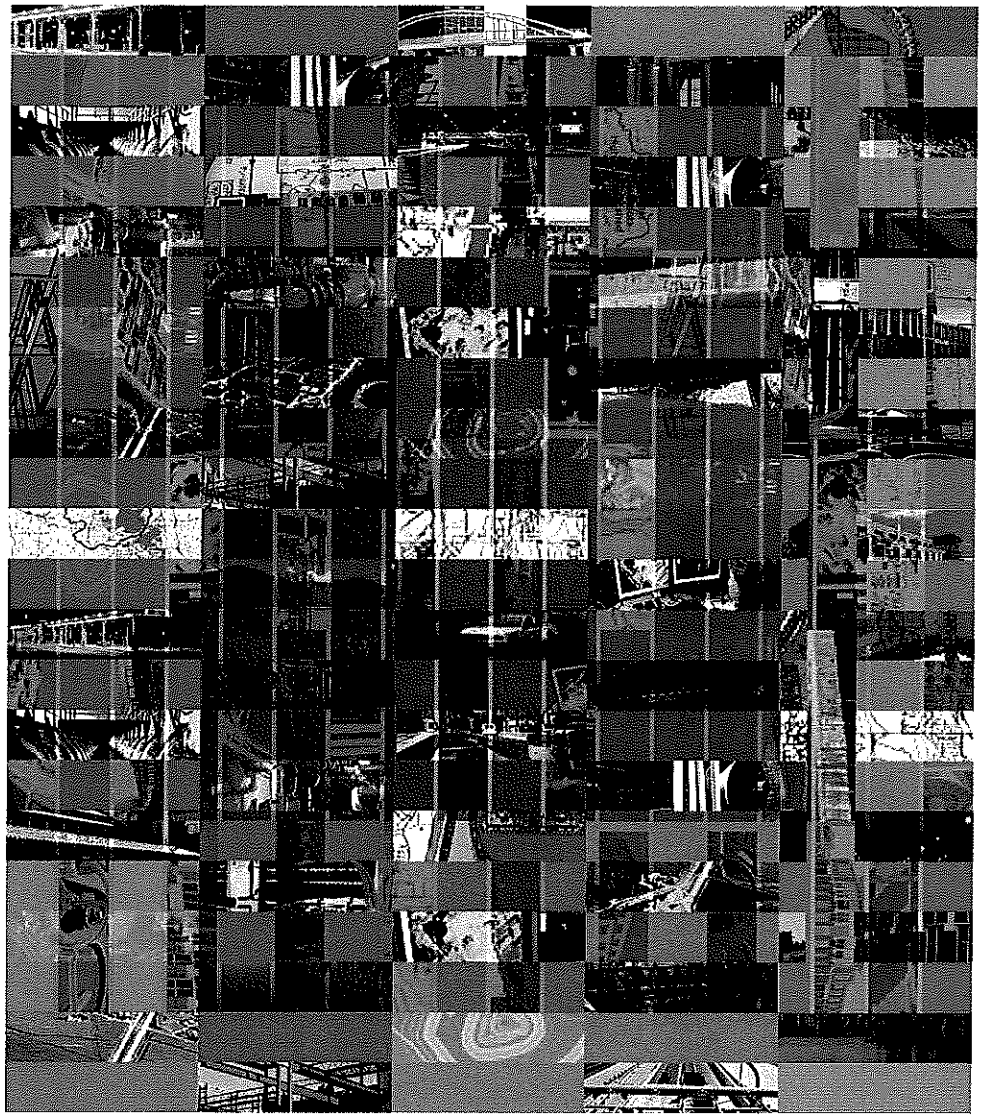
Whitewater Campground Roads Improvement

E030291-A

Technical Specifications

State of Indiana

October 21, 2016



STRAND ASSOCIATES®

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PROJECT ESTIMATED BY DEPARTMENT OF ADMINISTRATION, PUBLIC WORKS DIVISION TO BE BID AT ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000) AND ABOVE

01 GENERAL

A. This project is estimated by the Public Works Division, Indiana Department of Administration (the Owner), as stated in the Notice to Bidders, at One Hundred Fifty Thousand Dollars ($150,000) and above.

B. QUALIFICATION BY THE CERTIFICATION BOARD IS REQUIRED FOR THIS PROJECT PRIOR TO BID OPENING DATE. For information and procedure contact Executive Secretary, Certification Board, Indiana Department of Administration, 402 W. Washington St., Room W467, Indianapolis, Indiana 46204 or phone (317) 232-3005.

02 PROJECT NUMBER, DESCRIPTION AND LOCATION is as stated in the Notice to Bidders.

03 TITLE AND DEFINITIONS

Said building and/or land upon which it stands is the property of the State of Indiana. All references to the title owner of said property hereinafter will be by the term "State" and all references to the person, firm, or corporation awarded the contract for the project will be by the term "Contractor". All references to Designer shall refer to the consulting person or firm employed to contract with the Public Works Division, Indiana Department of Administration to provide architectural, engineering or other consulting services for the project, or to the Public Works Division. The preparation and issuance of contracts for this project are the responsibility of the Commissioner of the Indiana Department of Administration acting with approval of the Governor.

Contract: A written agreement between two or more parties enforceable by law.

Contractor: A person who has entered into or seeks to enter into a contract with Public Works Division.

Prime Contractor: A person or business which is primarily responsible for providing goods and service or performing a specific service, etc. under contract. A prime contractor can also be a Minority Business Enterprise.

Subcontractor: A person or a business who has a direct contract with a prime contractor who is under contract to provide goods and services or perform a specific service.

Joint Venture: An association of two or more businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge.

Manufacturer: A supplier that produces goods from raw materials or substantially alters them before resale.

Minority or Women Business Enterprise (M/WBE): A business concern which is certified as at least fifty-one percent (51%) owned and controlled by a woman or women or, one or more of the individuals classified as a minority group which includes: African Americans, Hispanic Americans, Asian Americans, and other racial minorities.

Supplier: Any person or entity engaged to furnish goods, materials and/or equipment, but no on-site labor, is capable of furnishing such goods, materials and/or equipment either directly from its own stock or by ordering materials and/or equipment directly from a manufacturer, and is engaged to furnish such goods, materials and/or equipment directly to a prime contractor or one of its subcontractors.

04 PRE-BIDDING, BIDDING AND POST BIDDING REQUIREMENTS

A. The Director, Public Works Division will authorize the Designer to issue bidding documents, construction documents and addenda to bidders.

B. It is recommended that all Bidders visit the site prior to submitting bid, and become thoroughly familiar with the existing site conditions and work to be performed, as indicated in the bidding documents, construction documents and addenda. Extra compensation or extension of time will not be allowed for failure to examine the site prior to bidding.

C. During the bidding period, should questions arise as to the meaning of any part of the bidding documents, construction documents or addenda that may affect the Bidder, the Bidder shall contact the Designer and/or Public Works Division and submit a written request for clarification. The Designer and/or Public Works Division will make such clarification only by written Addendum that will be mailed to each document holder or may be obtained at the office of the Designer and/or Public Works Division. By submitting a bid, the Bidder acknowledges procurement of all Addenda. No written request for clarification will be accepted by the Designer and/or Public Works Division later than fourteen (14) calendar days prior to the scheduled bid date.

D. Bid as described in Contractor's Bid (DAPW 13) shall include Base Bid (in figures and in words) and Alternates as specified in Section entitled Alternates. In verifying bids, word amounts shall have precedence over figure amounts.

E. Alternate amount(s) shall be listed where indicated. Add Alternates are not to be included in the Base Bid Scope of Work. Deduct Alternates are to be included in the Base Bid Scope of Work. The bid form must be signed. Note that by signing the bid document, the Bidder is acknowledging the procurement of all addenda and is a certifying that the bid recognizes all items in all addenda.

F. A bid by a corporation shall be in the legal name of the corporation followed by the word "by" and the signature of the president. The secretary of the corporation shall sign indicating his/her authority to sign. A Certificate of Corporate Resolution (DAPW 41) is required with and as a part of the bid if anyone other than the president of the corporation is signing bid documents.

G. *The Form 96A-Questionnaire and Financial Statement is no longer required to be submitted.* The Director, Public Works Division reserves the right to request additional financial information or contractor experience as a basis for rejection of bid or award of contract.

H. Each Bidder must file with his bid a Non-Collusion Statement (DAPW-121) signed by the same authorized person(s) who signed the bid.

I. Each Bidder must file with his bid a completely filled in and executed Bid Bond (DAPW 15A) in accordance with IC 4-13.6-7-5. The bid bond penal sum shall be the minimum amount of five percent (5%) of the bid including all additive alternates.

J. Each Bidder must file with his bid a completed M/WBE Participation Plan and Good Faith Effort Work Sheet (DAPW 26SUP2). Refer to the Supplement to the General Conditions for M/WBE Participation Policy (DAPW 26SUP1) for specific requirements.

K. Each Bidder must file with his bid, the completed Contractor's Affidavit of Subcontractors Employed (DAPW 12) only if he proposes to perform any work with a subcontract amount of $150,000.00 or more.

L. Each bidder must file with his bid an Employee Drug Testing Plan (DAPW 150A) in accordance with IC 4-13-18 (P.L. 160-2006), or evidence that the contractor is subject to a collective bargaining agreement containing drug testing requirements that comply with IC 4-13-18.

M. Each Bidder must include his Federal ID number or Social Security number on page 1 of 3 of the Bid Form (DAPW 13). All required bid documents must contain original hand written signatures.

N. All documents required by statute, rule or these instructions to be included in the bid, must be submitted together in a single sealed envelope, plainly marked with the Name of Bidder, Project Identification, Project Number, Bid Time and Bid Date. Bids shall be rejected if all required documents are not in the single sealed envelope.

O. A Bidder with proper identification may withdraw his bid at any time prior to the scheduled time for receipt of the bids; however, no bid may be withdrawn without written consent of the Director, Public Works Division for a *period of sixty (60) days after the date of the bid opening*, or unless extended in accordance with IC 4-13.6-6-4. Bids received after the designated due time for any reason, shall be rejected and returned unopened to the Bidder. The Director, Public Works Division reserves the right to reject any or all bids.

P. Subcontractors whose work will equal or exceed One Hundred Fifty Thousand Dollars ($150,000.00) must attain a Certificate of Qualification by the Certification Board before commencing any work on this project. Note paragraph 01. (B) above.

Q. All Bidders (corporations) must be in good standing with the Indiana Secretary of State.

05 SIGNATURE AFFIDAVIT

A. A Signature Affidavit (DAPW-14) containing the Bidder's authorized signature(s), properly notarized, may be submitted as a signature supplement to all other bid documents, except the bid bond, including:

1. Contractor's Bid (DAPW 13)
2. Non-Collusion Statement (DAPW-121)
3. Contractor's Affidavit of Subs Employed (DAPW 12)
4. M/WBE Participation Plan and Good Faith Effort Work Sheet (DAPW 26 SUP 2)

B. All documents herein before required with the bid may be unsigned if the signature affidavit is submitted, except for the BID BOND. BIDDER MUST SIGN THE BID BOND.

NOTE: SIGNING THE SIGNATURE AFFIDAVIT OR BID FORM IS ACKNOWLEDGMENT OF PROCUREMENT OF ALL ADDENDA AND CERTIFICATION BY BIDDER THAT THE BID RECOGNIZES ALL ITEMS IN ALL ADDENDA.

06 WORK BY CONTRACTOR

The Contractor shall perform a minimum of 15% of the value of work (measured in dollars of the total contract price) with his own forces, and not more than 85% of the value of work is to be subcontracted.

07 SUBSTITUTIONS

The materials, products, systems and equipment described in the bidding documents, construction documents and addenda establish a standard or required function, dimension, appearance and quality that shall also be met by any proposed substitution. No substitution by manufacturer, or trade name of product named, or of a quality specified will be considered unless written request for approval has been submitted by the Bidder and has been received by the Designer and/or Public Works Division at least fourteen (14) calendar days prior to the date for receipt of bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The Designer and/or Public Works Division decision of approval or disapproval of the proposed substitution shall be final. Products, materials or systems not specified or approved prior to bidding, shall not be accepted for use in this project. All such substitutions accepted shall be acknowledged by addendum. See paragraph. 04 (C).

08 NONDISCRIMINATION

Pursuant to IC 22-9-1-10, the Contractor and subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the contract. Pursuant to IC 5-16-6-1, the contractor agrees:

A. that in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor shall, by reason of race, religion, color, sex, disability, national origin or ancestry, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates; and

B. that no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry; and

C. that there may be deducted from the amount payable to the contractor by the State of Indiana or by any municipal corporation thereof, under this contract, a penalty of five dollars ($5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and

D. that this contract may be canceled or terminated by the State of Indiana or by any municipal corporation thereof, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.

09 EMPLOYMENT ELIGIBILITY VERIFICATION

The Contractor affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

The Contractor shall require his/her/its subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

The contractor shall submit, before work begins the E-Verify case verification number for each individual who is required to be verified under IC 22-5-1.7. An individual who is required to be verified under IC 22-5-17 whose final case result is final nonconfirmation may not be employed on the public works project.

A contractor may not pay cash to any individual employed by the contractor for work done by the individual on the public works project.

A contractor must be in compliance with the federal Fair Labor Standards Act of1938, as amended (29 U.S.C. 201-209) and IC 22-2-2-1through IC 22-2-2-8. A contractor must be in compliance with IC 22-3-5-1 and IC 22-3-7-34. A contractor must be in compliance with IC 22-4-1 through IC 22-4-39.5. A contractor must be in compliance with IC 4-13-18-1 through IC 4-13-18-7.

10 NOTICE OF AWARD

A. Prior to execution of the Contract, in accordance with IC 4-13.6-5-2, the Director of Public Works may require additional submittals from Bidder/s to clarify contractor's experience and plans for performing the proposed work. Submittals which may be required include a critical path construction schedule which coordinates all significant tasks sequences and durations; schedule of values, and documentation of efforts to include minority and woman owned businesses in the proposed work. The Director may require Bidder/s to provide a comprehensive list of subcontractors and suppliers within 24 hours of receipt of bids.

B. Prior to execution of the Contract, the successful Bidder shall furnish a completed Domestic Steel Affidavit (DAPW-11) to Public Works Division, Indiana Department of Administration as part of the contract. The Domestic Steel Affidavit is included for Bidder's review but need not be submitted at the time of the bid opening. Definition of Steel Products:

"Steel products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

C. Prior to execution of the Contract, the successful Bidder shall furnish a completed Contractor's Bond for Construction (DAPW 15) (combined performance and payment bond) to Public Works Division, Department of Administration as part of the contract. The Bond form is included for Bidder's review but need not be submitted at the time of the bid opening.

D Prior to execution of the Contract, the successful Bidder shall furnish a completed Contractor's Certificate of Insurance (DAPW 16) to Public Works Division, Department of Administration as part of the contract. The Insurance form is included for Bidder's review but need not be submitted at the time of the bid opening.

E. Prior to execution of the Contract, the State of Indiana will issue to the successful Bidder a letter stating that his bid was the lowest responsible and responsive bid and that the enclosed contract document is submitted to him for his consideration. If he finds it in accordance with the bid documents, it is to be returned to Public Works Division by certified mail or in person within ten (10) calendar days after receipt for further execution and with the caution that a contract will not exist until it is signed by all signatories required. Failure to execute the proper contract and furnish the ancillary documents shall constitute reason to surrender the bid bond.

F. Concurrent with execution of the Contract, the successful Bidder may be required to furnish executed copies of Contractor-Subcontractor agreements as required in Article 5 of the General Conditions.

11 SUMMARY

All required bid documents must contain original hand written signatures. Complete documents to be submitted with this bid:

A. The Bid Bond (DAPW-15A) must be signed by both the Bidder and Bonding Company. The Bonding Company must also attach a Power of Attorney. Bid bond information, may be on the Bonding Company's standard form.

B. The Contractor's Bid (DAPW-13)

Page 1: State the amount of the bid in figures and words.

Page 2: State the amount of the alternate(s), indicate add, deduct or no change (READ CAREFULLY).

Page 3: Authorized signature of the Company. If the signature affidavit is completed and submitted with the bid, this page must be submitted but need not be signed or notarized.

C. The Signature Affidavit (DAPW-14) must contain the completed authorized signatures properly notarized and submitted with the bid as a supplement.

This Signature Affidavit shall fulfill all of the signature requirements. NOTE: The Signature Affidavit does not apply to the Bid Bond (DAPW 15A). The Bid Bond document must be fully completed with all required signatures and submitted with the bid.

D. The Non-Collusion Statement (DAPW-121) must be signed by the same authorized person(s) who signed the bid documents. If the signature affidavit is completed and submitted with bid, this form shall be submitted, but need not be signed.

E. For corporations, if anyone other than the president of the corporation signs, a Certificate of Corporate Resolution (DAPW 41) giving signature authority for the signer must be included.

F. M/WBE Participation Plan and M/WBE Good Faith Effort Work Sheet (DAPW 26SUP2) must be completed and signed by the same authorized person who signed the bid documents.

G. The completed Contractor's Affidavit of Subcontractors Employed (DAPW-12) whose subcontract amount will be $150,000.00 or more.

H. The completed plan for Contractor's Employee Drug Testing Plan (or statement of collective bargaining agreement).

I. One copy only of the Bid Documents is required. Bidders may remove and use the Documents included in the project specifications or use reproductions of the Documents.

12 INDIVIDUAL BIDS SHALL BE REJECTED BY THE DIRECTOR, PUBLIC WORKS DIVISION FOR THE FOLLOWING REASONS (IC 4-13.6-5-2; IC 4-13.6-6-1; 25 IAC 2-6-5)

A. If the bid envelope is not sealed at the time of submission; if the envelope does not clearly identify the project number and description; if the name of the Bidder is not clearly indicated on the outside of the envelope and/or if the envelope is not date and time stamped by Public Works Division prior to the stated time for receipt of bids.

B. If the estimated base bid cost exceeds $150,000.00 and the bidding contractor is not certified by Public Works Certification Board to offer bids in one of the specified categories.

C. If the bidding contractor is under suspension by the Director of Public Works or by the Public Works Certification Board.

D. If the bidding contractor is a trust and does not identify all beneficiaries and empowered settlors of the trust.

E. If the contractor's drug plan is not included in the bid documents pursuant to and complies with IC 4-13-18

13 INDIVIDUAL BIDS MAY BE REJECTED BY THE DIRECTOR, PUBLIC WORKS DIVISION FOR THE FOLLOWING REASONS (25 IAC 2-6-5)

A. If the Contractor's Bid (DAPW 13) Non-Collusion Statement (DAPW 121) and/or Bid Bond (DAPW 15A) are not signed and notarized as required by these instructions, or the Signature Affidavit (DAPW 14) and the Bid Bond (DAPW 15A) are not signed and notarized as allowed as an alternative.

B. If all required bid or alternate(s) amounts, or unit prices are not submitted with the bid when specifically called for by the specifications issued for the project.

C. When the Bidder adds any provision reserving the right to accept or reject the award, or if the Bidder adds conditions or alternates to his bid not requested (voluntary alternates), or if there are unauthorized additions or irregularities of any kind which tend to make the proposal incomplete, indefinite or ambiguous as to its meaning or amount.

D. When no bids received are under or within funds that can be appropriated, or within the Designer's estimate or when situations develop which make it impossible or not practical to proceed with the proposed work.

E. If, subsequent to the opening of the bids, facts exist which would disqualify the Bidder, or that such Bidder is not deemed by the Director, Public Works Division to be responsive or responsible.

F. If an out-of-state contractor is not registered with the Indiana Secretary of State or if any bidding contractor is not in good standing with the Secretary of State.

CONTRACTOR'S AFFIDAVIT OF SUBS EMPLOYED

Public Works Project Number: _____ Date: _____

Project Description: _____

Prime Contractor: _____

Form Submitted for Bid:_____Contract:_____ or Payment No.:_____

The following companies are subcontractors on this project for the amount indicated:

Subcontractor Name	Subcontract For	Subcontract Amount	Revised Amount	DAPW Certified Y/N	MBE WBE	On Site Y/N

_____being duly sworn upon oath, deposes and says that he is _____ of the firm of _____ and is familiar with the affidavit herewith and that these entries are complete and true.

_____

STATE OF }
COUNTY OF } SS:

_____ personally appeared before me, a Notary Public, in and for said County and State, this___day of_____,20__, after being duly sworn upon his oath, says that the facts alleged in the foregoing affidavit are true.

_____
NOTARY PUBLIC - SIGNATURE

My Commission Expires: _____

_____
NOTARY PUBLIC PRINTED NAME

(SEAL)

GENERAL BID FOR PUBLIC WORKS

CONTRACTOR'S BID

For_____
(Insert class of work)

Project Number_____

Project Description (Title)_____

_____

_____

Date_____

To: Department of Administration, Public Works Division
Room W467
402 West Washington Street
Indianapolis, Indiana 46204

Pursuant to notices given, the undersigned proposes to furnish and install work in accordance with the construction documents prepared by:

_____
(Designer Name, Address, Telephone)

---

for the sum of_____
(State amount in words)

_____$_____
(State amount in figures)

If required add attachment for all unit prices called for in the Specifications.

_____ Federal I.D. Number or Social Security Number

Contractor's Email address_____
(Contract and Purchase Order will be sent to email address provided)

Bidder ID Number _____

(If you do not have an Indiana Department of Administration Bidder ID Number, please obtain one online at: http://www.in.gov/idoa/2464.htm)

ALTERNATE BIDS

Add Alternates Are Not to be included as part of the Base Bid Scope of Work.

Deduct Alternates are items of work that Are to be included in the Base Bid Scope of Work, and deducted from the project as described herein.

The work shall be as described in Section, ALTERNATES.

Bidder shall provide a response to each alternate specified. Response must indicate the amount to be ADDED to the base bid, DEDUCTED from the base bid, or that there is NO CHANGE.

Failure to respond to all alternates may cause the bid to be rejected.

BIDDER SHALL CHECK APPLICABLE BOX for each listed alternate.

Alternate No.___ ADD _____ DEDUCT _____ NO CHANGE _____ AMOUNT $_____

Alternate No.___ ADD _____ DEDUCT _____ NO CHANGE _____ AMOUNT $_____

Alternate No.___ ADD _____ DEDUCT _____ NO CHANGE _____ AMOUNT $_____

Alternate No.___ ADD _____ DEDUCT _____ NO CHANGE _____ AMOUNT $_____

Alternate No.___ ADD _____ DEDUCT _____ NO CHANGE _____ AMOUNT $_____

Alternate No.___ ADD _____ DEDUCT _____ NO CHANGE _____ AMOUNT $_____

Ethics Compliance. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated there under, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<http://www.in.gov/ethics/>>>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6-12.

Pursuant to IC 22-9-1-10, the Contractor and subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

IN TESTIMONY WHEREOF, the Bidder (a sole proprietor) has hereunto set his hand
this ___ day of_____, 20__.

_____
Proprietorship (Company Name)

(INDIVIDUAL)

_____
Bidder (Owner)

IN TESTIMONY WHEREOF, the Bidder (a partnership) has hereunto set their hands
this ___ day of _____, 20__.

_____
Company Name

_____
Partner

_____
Partner

IN TESTIMONY WHEREOF, the Bidder (a corporation) has caused this proposal to be signed by its President or other authorized signatory and Secretary this _____ day of _____, 20__.

_____
Corporation Name

_____
By President or Other Authorized Signatory

_____
Secretary

If the bid is signed by other than the President, a Corporation Resolution designating other authorized signatory shall be submitted with this bid unless already on file with the Certification Board of the Public Works Division.

BY SIGNING THIS BID THE BIDDER ACKNOWLEDGES PROCUREMENT OF ALL ADDENDA AND CERTIFIES THAT THIS BID RECOGNIZES ALL ITEMS IN ALL ADDENDA.

SIGNATURE AFFIDAVIT

PROJECT NO:_____

STATE OF }
} SS:
COUNTY OF }

Before me, the undersigned notary public, appeared_____and being duly
(name of bidder)

sworn, on his oath says that he/she is_____
(president, general partner, owner)

of_____, bidder on Project No._____, and
(name of company)

Affirmed that:

1. This bid is submitted in good faith in the amount stated herein, and will be fulfilled according to the Contract Documents (contract, general and supplemental conditions, technical specification, drawings and addenda thereto), if his bid is accepted; and
2. The statements are true contained in the Non-Collusion Statement, and as applicable, the Contractor's Affidavit of Subs Employed, the M/WBE Participation Plan and the M/WBE Good Faith Effort Work Sheet.

By: _____
(Signature)

_____
(Printed name)

_____
(Printed or typed name of company)

(must be signed by principal of organization)

STATE OF }
} SS:
COUNTY OF }

_____ personally appeared before me, a Notary Public, in and for said County and State, this_____day of_____, 20_____, after being duly sworn upon his oath, says that the facts alleged in the foregoing affidavit are true.

My Commission Expires:

_____
NOTARY PUBLIC – SIGNATURE

_____

_____
NOTARY PUBLIC PRINTED NAME

(SEAL)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we_____
(Contractor's Name and Address)

as Principal, hereinafter called the Principal, and the_____
(Bonding Company Name)

a corporation duly organized under the laws of the State of _____
as Surety, hereinafter called the Surety, are held and firmly bound unto Public Works Division/Department of Administration, State of Indiana, as Obligee, hereinafter called the Obligee,

in the sum of _____Dollars ($_____)
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: (insert State Project Number, Description and Location)

Project No. _____

Project Description: _____

Project Location: _____

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this_____day of_____,20____.

_____ (Witness)

_____ (Principal)

By: _____ (Title)

_____ (Surety)

_____ Witness)

_____ (Attorney-in-fact)

I. MINORITY AND WOMEN'S BUSINESS ENTERPRISES PARTICIPATION PLAN

A Respondent is expected to submit in each response a Minority and Women's Business Enterprises Participation Plan in accordance with IC 4-13-16.5 and 25 IAC 5. The Plan must show that there are, participating in the proposed contract, Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) listed in the Minority and Women's Business Enterprises Division (MWBD) directory of certified firms. Respondents must indicate the name of the MBE and WBE with which it will work, the contact name and phone number at the firm(s), the service supplied by the firm(s), the specific dollar amount from this contract that will be directed toward each firm, and the approximate date these products and/or services will be utilized. If participation is met through use of vendors who supply products and/or services, the Respondent must also indicate the vendor's tax ID number as well as provide a description of products and/or services provided to the Respondent that are directly related to this proposal and the cost of direct supplies for this proposal. All prime contractors, including MBE and WBE prime contractors, must meet the contract goals through use of subcontractors. MBE and WBE prime contractors will get no credit toward the contract goal for the use of its own workforce. The State does not accept national plans.

Failure to meet these requirements will affect the evaluation of your Proposal. The Department reserves the right to verify all information included in the Plan.

Respondents are encouraged to contact and work with MWBD to design a plan to meet established goals. MWBD's website address is www.IN.gov/idoa/minority/ and contains a complete list of all the Department's certified MBE's and WBE's.

Minority & Women's Business Enterprises Participation
Letter of Commitment

A signed letter(s), on company letterhead, from the MBE and/or WBE must accompany the Plan. This letter(s) shall state and will serve as acknowledgement from the MBE and/or WBE of its amount of participation, the scope of products and/or services, and approximate date these products and/or services will be utilized.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the regulatory processes involving the State's M/WBE Program. Questions involving the regulations governing the Plan should be directed to MWBD's Compliance Unit at 317/232-3061

MBE/WBE PARTICIPATION PLAN

RFP # / Bid # / Quote # _____ DUE DATE_____

(Circle One)

RFP / BID / QUOTE NAME _____

(Circle One)

RESPONDENT _____

ADDRESS _____

CITY/STATE/ZIP _____

PHONE ( ) _____

The following MBE and/or WBE's listed in the MWBD directory will be participating in the contract:

MBE/WBE	P HONE	COMPANY NAME	SCOPE OF PRODUCTS/SERVICES	UTILIZATION DATE	AMOUNT

***If additional room is necessary, indicate here_____. Please attach a separate page.**

THIS DOCUMENT MUST BE INCLUDED IN YOUR RESPONSE

Indiana Department of Administration
Public Works and State Office Building Commission
GOOD FAITH EFFORTS WORKSHEET

BIDDER _____ BID/PROJECT NUMBER _____

CONTRACT GOALS **7% MBE** **5% WBE**

List the M/WBEs contacted and complete the following information for each. Copies of all communications to and from each vendor should be maintained.

Company Name and Address	MBE	WBE	Type of Contact	Date of Contact	Date Response Due	Goods Or Services Requested	Result (Include Price Quote)

Indicate **Good Faith Efforts** made to utilize MWBEs. Check and explain all that apply or should be considered. Please provide evidence of the efforts that you want to be considered. A complete description of each criteria may be found in the **Indiana Department of Administration Public Works and State Office Building Commission MWBE Participation Policy.**

MBE and WBE Barrier Assistance	Describe
Advertisement	Describe
Agency Assistance	Describe
Other Criteria	Describe

CERTIFICATE OF CORPORATE RESOLUTION

I,_____, do hereby certify that I am the Secretary
Type Name
of_____, a corporation duly organized and existing under and by virtue of the Laws of the State of Indiana;

I further certify that a regular/special meeting of the members of the Board of Directors of said corporation, duly called held and convened in conformity with the Charter and By Laws of said corporation, on the_____day of_____, 20_____, a quorum being present and voting thereon, the following resolution was duly adopted, to-wit:

I further certify that the foregoing resolution is a full, true, and complete copy as the same appears on record in the Minute Record Book of said corporation of which I am the legal custodian; that the same has not been altered, amended or repealed and is now in full force and effect.

In Witness Whereof, I have hereunto set my hand for said corporation this_____day of_____, 20_____.

By:_____
(Signature)

(must be signed by principal of organization)

STATE OF }
} SS:
COUNTY OF }

personally appeared before me, a Notary Public, in and for said County and State, this day of_____, 20_____, after being duly sworn upon his oath, says that the facts alleged in the foregoing affidavit are true.

My Commission Expires:

_____
NOTARY PUBLIC - SIGNATURE

_____

(SEAL)

_____
NOTARY PUBLIC PRINTED NAME

DAPW 41
Rev. 2/13

NON-COLLUSION STATEMENT

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

_____
Signature

_____
Printed Name

_____
Title

_____
Company

DOMESTIC STEEL AFFIDAVIT

STATE OF }
} SS:
COUNTY OF }

PROJECT NO:_____

I hereby swear, under penalties of perjury, that the steel products furnished for this project shall conform to the following Indiana Code Definitions and contract provisions:

IC 5-16-8-1 Definitions:

"Steel products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

"United States" refers to the United States of America. The term includes all territory, continental or insular, subject to the jurisdiction of the United States.

IC 5-16-8-2 Public agency contract provisions; rules for determining reasonable pricing.

Sec. 2. (a) Each public agency shall require that every contract for the construction, reconstruction, alteration, repair, improvement or maintenance of public works contain a provision that, if any steel or foundry products are to be used or supplied in the performance of the contract or subcontract, only steel or foundry made in the United States shall be used or supplied in the performance of the contract or any of the subcontracts unless the head of the public agency determines, in writing, that the cost of steel or foundry products is deemed to be unreasonable.

_____
(Signature)

_____
(Printed name)

_____
(Attest)
(Vice President/Secretary/Treasurer)

_____
(Printed or typed name of company)

STATE OF }
} SS:
COUNTY OF }

_____ personally appeared before me, a Notary Public, in and for said County and State, this____day of_____,20___, after being duly sworn upon his oath, says that the facts alleged in the foregoing affidavit are true.

My Commission Expires:

_____
NOTARY PUBLIC - SIGNATURE

_____

_____
NOTARY PUBLIC PRINTED NAME

(SEAL)

CONTRACTOR'S BOND FOR CONSTRUCTION

KNOW ALL MEN BY THESE PRESENT, that _____
(Contractor)

_____ of _____
(Address) (City, State)

as principal and _____
(Bonding Company)

_____
(Address) (City, State) (Zip Code)

as surety, are firmly bound unto the State of Indiana in the penal sum of $_____Dollars, for the payment of which, well and truly to be made, we bind ourselves, jointly and severally, and our joint and several heirs, executors, administrators and assigns, firmly by these present, this _____day of , 20_____.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SURE, THAT, WHEREAS the State of Indiana acting by and through the Commissioner, Department of Administration, has entered into a certain written contract dated_____of_____

_____
(Project Number and Description)

_____situated in_____
Indiana, in accordance with the construction documents approved and adopted by said Commissioner, Department of Administration, which are made a part of this bond.

NOW THEREFORE, if the said _____
(Contractor)

_____, shall well and faithfully do and perform the same in all respects according to the plans and specifications adopted by said Commissioner, Department of Administration, and according to the time, terms and conditions specified in said contract and incurred by him or any subcontractor in the prosecution of said work, including labor, service and materials furnished, then this obligation shall be void; otherwise to remain in full force, virtue and effect. This bond shall adhere to the requirements of IC 4-13.6-7-6 and IC 4-13.6-7-7.

IN WITNESS WHEREOF, we hereunto set our hands and seals this _____ day

of_____ , 20_____.

By:_____ (Seal)
(Contractor)

By:_____ (Seal)
(Bonding Company)

By:_____
(Attorney-in-fact)

CONTRACTOR'S CERTIFICATE OF INSURANCE

This certifies to the addressee shown below that the following described policies, subject to their terms, conditions, and exclusions, have been issued to:

NAME AND ADDRESS OF INSURED: _____

COVERING (show State project number, name and location) _____

ADDRESSEE: **PUBLIC WORKS DIVISION/DEPARTMENT OF ADMINISTRATION** DATE: _____

TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
1. General Liability a. Bodily Injury Including Personal Injury				Each Person - Premises and Operations Each Person – Elevators Each Person – Independent Contractor Each Person - Products Completed Including Operations Each Person – Contractual Each Occurrence - Aggregate - Products Completed Including Operations	$ $ $ $ $ $ $
b. Property Damage				Each Occurrence – Premises and Operations Each Occurrence – Elevators Each Occurrence – Independent Contractor Each Occurrence – Products Completed Including Operations Each Occurrence – Contractual Aggregate - Aggregate - Operations Protective Products and Contractual	$ $ $ $ $ $ $
2. Automobile Liability a. Bodily Injury b. Property Damage				Each Person Each Occurrence Each Accident	$ $ $
3. Excess Liability Umbrella					$
4. a. Workmen's Compensation b. Employer's Liability				Statutory Workmen's Compensation One Accident And Aggregate Disease	$ $
5. Builder's Risk					$

	YES	NO
UNDER GENERAL LIABILITY POLICY OR POLICIES		
1. Does Property Damage Liability Insurance shown include coverage for **XC** and **U** hazards?	_____	_____
2. Is Occurrence Basis Coverage provided under Property Damage Liability?	_____	_____
3, Is Broad Form Property Damage Coverage provided for this Project?	_____	_____
4. Is Personal Injury Coverage included?	_____	_____
5. Is coverage provided for Contractual Liability (including indemnification provision) assumed by insured?	_____	_____
UNDER AUTOMOBILE LIABILITY POLICY OR POLICIES	_____	_____
1. Does coverage shown above apply to non-owned and hired automobiles?	_____	_____
2. Is Occurrence Basis Coverage provided under Property Damage Liability?	_____	_____

In the event of cancellation, fifteen (15) days written notice shall be given to the party to whom this certificate is addressed.

_____
NAME OF INSURANCE COMPANY

_____
ADDRESS

_____
SIGNATURE OF AUTHORIZED REPRESENTATIVE

CONTRACTOR'S EMPLOYEE DRUG TESTING

IC 4-13-18 IS ADDED TO THE INDIANA CODE AS A NEW CHAPTER TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2006]:

Chapter 18. Drug Testing of Employees of Public Works Contractors

Sec. 1. This chapter applies only to a public works contract awarded after June 30, 2006.

Sec. 2. As used in this chapter, "bid" includes a quotation.

Sec. 3. (a) As used in this chapter, "contractor" refers to a person who:
(1) submits a bid to do work under a public works contract; or
(2) does any work under a public works contract.
(b) The term includes a subcontractor of a contractor.

Sec. 4. As used in this chapter, "public works contract" refers to:
(1) a public works contract covered by IC 4-13.6;
(2) a public works contract covered by IC 5-16 and entered into by a state agency; or
(3) a state highway contract covered by IC 8-23-9;
when the estimated cost of the public works project is one hundred fifty thousand dollars ($150,000) or more.

Sec. 5. (a) A solicitation for a public works contract must require each contractor that submits a bid for the work to submit with the bid a written plan for a program to test the contractor's employees for drugs.
(b) A public works contract may not be awarded to a contractor whose bid does not include a written plan for an employee drug testing program that complies with this chapter.
(c) A contractor that is subject to a collective bargaining agreement shall be treated as having an employee drug testing program that complies with this chapter if the collective bargaining agreement establishes an employee drug testing program that includes the following:
(1) The program provides for the random testing of the contractor's employees.
(2) The program contains a five (5) drug panel that tests for the substances identified in section 6(a)(3) of this chapter.
(3) The program imposes disciplinary measures on an employee who fails a drug test. The disciplinary measures must include at a minimum, all the following:
(A) The employee is subject to suspension or immediate termination.
(B) The employee is not eligible for reinstatement until the employee tests negative on a five (5) drug panel test certified by a medical review officer.
(C) The employee is subject to unscheduled sporadic testing for at least one (1) year after reinstatement.
(D) The employee successfully completes a rehabilitation program recommended by a substance abuse professional if the employee fails more than one (1) drug test.
A copy of the relevant part of the collective bargaining agreement constitutes a written plan under this section.

Sec. 6. (a) A contractor's employee drug testing program must satisfy all of the following:
(1) Each of the contractor's employees must be subject to a drug test at least one (1) time each year.
(2) Subject to subdivision (1), the contractor's employees must be tested randomly. At least two

percent (2%) of the contractor's employees must be randomly selected each month for testing.

(3) The program must contain at least a five (5) drug panel that tests for the following:

(A) Amphetamines.

(B) Cocaine.

(C) Opiates (2000 ng/ml).

(D) PCP.

(E) THC.

(4) The program must impose progressive discipline on an employee who fails a drug test. The discipline must have at least the following progression:

(A) After the first positive test, an employee must be:

(i) suspended from work for thirty (30) days;

(ii) directed to a program of treatment or rehabilitation; and

(iii) subject to unannounced drug testing for one (1) year, beginning the day the employee returns to work.

(B) After a second positive test, an employee must be:

(i) suspended from work for ninety (90) days;

(ii) directed to a program of treatment or rehabilitation; and

(iii) subject to unannounced drug testing for one (1) year, beginning the day the employee returns to work.

(C) After a third or subsequent positive test, an employee must be:

(i) suspended from work for one (1) year;

(ii) directed to a program of treatment or rehabilitation; and

(iii) subject to unannounced drug testing for one (1) year, beginning the day the employee returns to work.

The program may require dismissal of the employee after any positive drug test or other discipline more severe than is described in this subdivision.

(b) An employer complies with the requirement of subsection (a) to direct an employee to a program of treatment or rehabilitation if the employer does either of the following:

(1) Advises the employee of any program of treatment or rehabilitation covered by insurance provided by the employer.

(2) If the employer does not provide insurance that covers drug treatment or rehabilitation programs, the employer advises the employee of agencies known to the employer that provide drug treatment or rehabilitation programs.

Sec. 7. (a) The public works contract must provide for the following:

(1) That the contractor implement the employee drug testing program described in the contractor's plan.

(2) Cancellation of the contract by the agency awarding the contract if the contractor:

(A) fails to implement its employee drug testing program during the term of the contract;

(B) fails to provide information regarding implementation of the contractor's employee drug testing program at the request of the agency; or

(C) provides to the agency false information regarding the contractor's employee drug testing program.

(b) The provisions of the public works contract relating to cancellation of the contract by the agency awarding the contract apply to cancellation of the public works contract under this section.

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STATE OF INDIANA

GENERAL CONDITIONS

ARTICLE 1 CONTRACT DOCUMENTS

1.1 Definitions

1.1.1 The Contract Documents

The Contract Documents consist of the Agreement, the Instructions to Bidders, the Contractor's Proposal (Bid), the Conditions of the Contract (General and Supplementary), Drawings, Specifications, and Addenda issued prior to bidding, Change Orders, any written interpretation issued as a field order by the Designer pursuant to Article 1.2, and all field orders for minor changes in the Work by the Designer pursuant to Article 12.3.

1.1.2 The Contract

The Contract Documents form the Contract for construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.

1.1.3 The Work

All labor, material, equipment, systems and services necessary to produce the result called for in the Contract Documents.

1.1.4 The Project

The Project is the total construction designed by the Designer of which the Work performed under the Contract Documents may be the whole or a part.

1.2 Execution, Correlation, Intent and Interpretations

1.2.1 The Contract Documents shall be signed by the Owner and the Contractor. The signature process may be done electronically at the discretion of the Owner.

1.2.2 By executing the Contract the Contractor represents that he has visited the site and correlated his observations with the requirements of the Contract Documents, and has no major question pertaining thereto.

1.2.3 The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the Documents is to include all labor, equipment, supervision and materials, for the proper execution and completion of the Work, and also to include those things that may be reasonably inferable from the Contract Documents as being necessary to produce the intended results. Words that have a well-known technical or trade meaning are used herein, in accordance with such recognized meaning.

1.2.4 Written interpretations necessary for the proper execution of the Work, in the form of drawings or otherwise will be issued with reasonable promptness by the Designer. Such interpretations shall be consistent with and reasonably inferable from the Contract Documents, and may be issued by field order subject to Owner's approval.

1.3 Copies Furnished and Ownership

1.3.1 The Contractor will be furnished 5 copies of drawings and specifications and any other information necessary for the execution of the Work.

1.3.2 All drawings, specifications, and copies thereof furnished by the Designer are his property. They are not to be used on any other Project, and, with the exception of one Contract set for each party to the Contract, are to be returned on request to the Designer at the completion of the Work.

ARTICLE 2 DESIGNER

2.1 Definition

2.1.1. The Designer is the person or organization identified as Designer of the Project, and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The terms Designer, Engineer, Architect, (and in certain projects Director, Public Works Division or his authorized representative), shall mean the Designer.

2.2 Administration of the Contract

2.2.1 The Designer will provide general administration of the Contract, including the functions hereinafter described.

2.2.2 Unless stated otherwise, the Designer shall be the Owner's representative during the construction phase. He shall have authority to act on behalf of the Owner only to the extent expressly provided in the Contract Documents or otherwise in writing, which will be shown to the Contractor. The Designer will advise and consult with the Owner and all of the Owner's instructions to the Contractor shall be issued through the Designer.

2.2.3 The Designer shall have access to the Work at all times wherever it is in storage, preparation and progress. The Contractor shall provide facilities for such access so that the Designer and Owner's Site Representative may perform their functions under the Contract Documents.

2.2.4 The Designer will make no less than weekly visits to the site when work is in progress to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. He will not be required to make exhaustive or continuous on-site inspection to check the quality or quantity of the Work. On the basis of his on-site observations as Designer, he will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.

2.2.5 Based on such observation and the Contractor's applications for payment, the Designer will determine the amount owed to the Contractor and will issue Certificates for Payment in such amounts.

2.2.6 The Designer will be, in the first instance, the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder. He will promptly render such interpretations as he may deem necessary for the proper execution or progress of the Work.

2.2.7 All interpretations and decisions of the Designer will be consistent with the intent of the Contract Documents. He will exercise his best efforts to insure faithful performance by the Contractor.

2.2.8 Claims, disputes and other matters in question relating to the execution or progress of the Work or interpretation of the Contract Documents shall be referred initially to the Designer for decision and be subject to written appeal within fifteen (15) days by the Contractor. The Designer shall submit his decision promptly in writing to the Director, Public Works Division, who shall have full authority to render the final and binding decision.

2.2.9 The Designer will have responsibility to recommend to the Owner the rejection of work that does not conform to the Contract Documents. Whenever the Designer considers it necessary or advisable, he shall recommend to the Owner the stoppage of the Work or any portion thereof, and to recommend special examination or testing of the Work (whether or not fabricated, installed, or completed).

2.2.10 The Designer will review and approve or take other appropriate action upon the Contractor's submittals such as shop drawings, product data and samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Designer's approval of a specific item shall not indicate approval of all assembly of which the item is a component.

2.2.11 The Designer will prepare change orders in accordance with Article 12.

2.2.12 The Designer will conduct reviews to determine the dates of Substantial Completion and Final Completion, will receive and forward to the Owner for the Owner's review written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of Article 9.7.

2.2.13 The Designer, together with representatives from the Contractor and the Owner will conduct a review of the Work nine (9) months after the date of substantial completion to determine any work not in compliance with the Contract Documents at that time. A list of items to be corrected or completed will be forwarded to the Contractor for corrective action prior to the expiration of the one year warranty period.

2.2.14 The duties, responsibilities and limitations of authority of the Designer as the Owner's representative during construction as set forth in Articles 1 through 14 of these General Conditions shall not be modified or extended without written consent of the Owner.

2.2.15 The Designer will not be responsible for the acts or omissions of the Contractor, Subcontractor, or any of their superintendents, supervisory staffs, agents or employees, or any other persons performing any of the Work.

2.2.16 In case of the termination of the employment of the Designer, the Owner shall appoint a Designer against whom the Contractor makes no reasonable objections, whose status under the Contract shall be that of Designer.

ARTICLE 3 OWNER

3.1 Definition

3.1.1 The Owner is the State of Indiana, represented by the Commissioner; Department of Administration acting through the Director, Public Works Division and the Director's designated project manager.

3.2 Information and Service Required of the Owner

3.2.1 The Owner will furnish, through the Designer, surveys, describing known physical characteristics, legal limits and utility locations for the property on which the Project is to be erected, if in the Owner's possession.

3.2.2. Information or services under the Owner's control shall be furnished by the Owner with promptness to avoid delay in the orderly progress of the Work.

3.2.3 The Owner shall issue all instructions to the Contractor through the Designer unless specified elsewhere in these documents.

3.2.4 If the Contractor fails to correct defective work as required by Article 13 or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner, by a written order may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Article 6.1.

3.3 Owner's Site Representative

3.3.1 Notwithstanding the obligations of the Designer as Owner's representative during construction, the Owner may employ an on-site representative to observe the progress of the Work.

3.3.2 The Owner's Site Representative shall function as an observer only. He shall report his findings to the Designer for review and any required further action. The Owner's Site Representative is not authorized to make changes in the Work or to interpret the Contract Documents.

3.3.3 The Owner's Site Representative shall have at all times access to the Work wherever it is in storage, preparation and progress. He may attend meetings at the site and he may review and approve the Contractor payment requests.

ARTICLE 4 CONTRACTOR

4.1 Definition

4.1.1 The Contractor is the person or organization identified as such in the Agreement. He is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

4.2 Review of Contract Documents

4.2.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Designer and the Owner any error, inconsistency or omission he may discover. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved shop drawings, product data or samples for such portion of the Work.

4.3 Supervision and Construction Procedures

4.3.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for the quality of the Work and for all construction techniques, sequences, and procedures, and for coordinating all portions of the Work.

4.3.2 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Designer in administration of the Contract, or by inspections, tests or approvals required or performed under Paragraph 7.9 by persons other than the Contractor.

4.4 Labor and Materials

4.4.1 Unless otherwise specified in Division 1, the Contractor shall provide and pay for all labor, material, equipment, tools, construction equipment, machinery, transportation, and other facilities and services necessary for the proper execution of the Work.

4.4.2 Unless otherwise specified in Division 1, the Contractor shall provide and pay for all electric current, water, heat, and telephone services and shall maintain necessary discipline to prevent waste.

4.4.3 If any item of work shall be the subject of a jurisdictional dispute as to the craft to be used for said work, the Contractor shall aid in such inter-craft resolution and if arbitrated, abide by the decision, holding the Owner free of involvement in the dispute, and if time is lost by the dispute, extra work days will only be considered through the provisions of Article 12.2. He will do whatever he can to eliminate any embarrassment to the Owner caused by picketing, etc.

4.4.4. The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the Work any unfit person or any one employee unskilled in the Work assigned to him or unqualified as a tradesman in the trade involved.

4.5 Warranty and Guarantee

4.5.1 The Contractor warrants and guarantees that all materials and equipment incorporated in the Project shall be new unless otherwise specified, and all work will be of the highest quality, free from faults and defects, and in strict conformance with the Contract Documents for a period of one year from the date of substantial completion. All work not so conforming to the Contract Documents may be considered defective. If required by the Designer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The warranties and guarantees provided in this Article and elsewhere in the Contract Documents shall be in addition to and not in limitation of any other warranty or guarantee or remedy called for the Contract Documents or otherwise prescribed by law. The Contractor, together with the Designer and representatives from the Owner, shall review the Work nine (9) months after the date of substantial completion to determine any work not in compliance with the Contract Documents. The Contractor shall correct such non-complying work prior to the expiration of the one year warranty.

4.6 Permits, Fees and Notices

4.6.1 The Contract shall secure and pay for all permits, fees and licenses necessary for the execution of the Work.

4.6.2 The Contractor and Subcontractors must submit an "Exemption Certificate for Construction Contractors" (Form ST-105) to each supplier in order to obtain exemption from the Indiana Gross Tax (i.e., sales and use tax).

4.6.3 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the conduct of the Work. If he observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the Designer in writing, and any necessary changes shall be adjusted by change order. If he performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Designer, he shall bear all cost arising from such non-conformance.

4.7 Cash Allowances

4.7.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. These allowances cover the net cost of the materials and equipment delivered and unloaded at the site which cost shall be determined by the Owner through proper procedures for receiving quotes or bids as required by law. The Contractor's handling costs on the site, labor, installation costs, overhead, profit, and other expenses shall be included in the Contract sum and not in the allowance. The Contractor shall cause the Work required by these allowances to be performed by such persons as the Designer may direct, but he will not be required to employ persons against whom he has a reasonable objection. If the net cost above, when determined, is more than or less than the allowance, the Contract Sum will be adjusted accordingly by change order.

4.8 Superintendent

4.8.1 The Contractor shall keep on the Project, during the entire contract time, a competent superintendent and necessary assistants, all satisfactory to the Designer and the superintendent shall not be changed, except with the consent of the Owner, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor and shall have full authority to act on his behalf. All communications given the superintendent shall be as binding as if given by the Contractor. Important communications shall be confirmed in writing.

4.9 Responsibility for Those Performing the Work

4.9.1 The Contractor shall be responsible for the quality of the Work, for acts and omissions of all the Subcontractors, their superintendents, their supervisory staffs, agents, or employees and of all other persons performing any of the Work under a Contract with the Contractor.

4.10 Progress Schedule

4.10.1 Unless otherwise indicated in Division 1, the Contractor, immediately after being awarded the Contract, shall prepare and submit for the Designer's approval a progress schedule for the Work in relation to the entire Project. This schedule in bar graph form, or other form approved by the Owner, shall indicate the dates for the starting and completion of the various stages of construction, and in addition, will state the contractual completion date. The contract completion date, based on the construction period stated in the notice to bidders, shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by change order. A more detailed schedule may be required elsewhere in the documents.

4.11 Record Documents at the Site

4.11.1 The Contractor shall maintain for the Owner as part of the Contract one record copy of all drawings, specifications, addenda, shop drawings, change orders and other modifications at the site in good order, and marked to record all changes made during construction. These shall be available to the Designer and the Owner's Site Representative at all times while Work is in progress. All changes made during construction shall be recorded monthly and reviewed by the Designer before approval of each partial progress payment. The record documents shall be submitted to the Designer prior to the Contractor's final payment.

4.12 Shop Drawings and Samples

4.12.1 Shop drawings are all drawings, diagrams, illustrations, schedules, brochures, and other data, which are prepared by the Contractor, or any Subcontractor, manufacturer, supplier, or distributor, and which illustrate the Work.

4.12.2 The Contractor shall submit all shop drawings and samples required by the Contract or by the Designer in a timely manner, allowing sufficient time for the Designer's review so as not to cause any delay in the Work or in work by any other Contractor.

4.12.3 At the time of such submission, the Contractor shall furnish or verify all field measurements, field construction criteria, materials, catalog numbers, and the like and shall individually check, coordinate and stamp with his approval each submission, and shall in writing call the Designer's attention to any deviations in the shop drawings or samples from the requirements of the Contract Documents.

4.12.4 The Designer will check and approve, with reasonable promptness so as to cause no delay, these shop drawings and samples only for conformance with the design concept of the Project, and with the information given in the Contract Documents. The Designer's approval of a separate item will not indicate approval of the assembly in which the item functions.

4.12.5 The Designer's approval of shop drawings or samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has in writing called the Designer's attention to such deviation at the time of submission and the Designer has given written approval to the specific deviation, nor shall this relieve the Contractor from errors or omissions in the shop drawings or samples.

4.12.6 No work requiring a shop drawing or sample submission shall be commenced until the submission has been approved by the Designer. All such work shall be in accordance with approved shop drawings and samples.

4.13 Use of Premises

4.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the premises with any materials or equipment.

4.14 Cutting and Patching

4.14.1 The Contractor shall do all cutting, fitting or patching of his work that may be required to make its several parts come together properly and shall not endanger any work by cutting, excavating, or otherwise altering the Work or any part of it. Costs caused by defective or ill-timed work shall be borne by the party responsible therefore.

4.15 Cleaning Up

4.15.1 The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work, he shall remove all waste material and rubbish from and about the building as well as all his tools, scaffolding and surplus materials. Contractor shall clean all glass surfaces, lights and fixtures, ceilings, walls and shall leave the Work dusted, swept and wet mopped clean, unless more exactly specified.

4.15.2 In case of dispute the Owner may remove the rubbish and charge the cost to the several Contractors as the Designer shall determine to be just.

ARTICLE 5 SUBCONTRACTORS

5.1 Definition

As used in this article "contractor tier" refers collectively to the following classes of contractors on a public works project:

(1) "Tier 1 contractor" includes each person that has a contract with the public agency to perform some part of the work on, supply some of the materials for, or supply a service for, a public works project A person included in this tier is also known as a "prime contractor" or a "general contractor".

(2) "Tier 2 contractor" includes each person that has a contract with a tier 1 contractor to perform some part of the work on, supply some of the materials for, or supply a service for, a public works project A person included in this tier is also known as a "subcontractor".

(3) "Tier 3 contractor" includes each person that has a contract with a tier 2 contractor to perform some part of the work on, supply some of the materials for, or supply a service for, a public works project. A person included in this tier is also known as a "sub-subcontractor".

(4) "Lower tier contractor" includes each person that has a contract with a tier 3 contractor or lower tier contractor to perform some part of the work on, supply some of the materials for, or supply a service for, a public works project. A person included in this tier is also known as a "lower tier subcontractor".

A Subcontractor is a person or entity who has a direct Contract with the Contractor to perform any of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative. The term Subcontractor does not include any separate Contractor or his Subcontractors.

5.2 Award of Subcontracts and Other Contracts for Portions of the Work

5.2.1 Unless otherwise required by the Contract, the Contractor shall furnish to the Owner, with his bid on the prescribed form, the names of all persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work with an installed value of $150,000.00 or more. The Designer will promptly reply to the Contractor in writing stating whether or not the Owner or the Designer, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Designer to reply within fourteen (14) days shall constitute notice of no reasonable objection.

5.2.2 The Contractor shall not subcontract with any such proposed person or entity to which the Owner or the Designer has made reasonable objection. The Contractor shall not be required to subcontract with anyone to whom he has a reasonable objection.

5.2.4 If the Owner or the Designer has reasonable objection to any such proposed person or entity, the Contractor shall submit a substitute to whom the Owner or the Designer has no reasonable objection.

5.2.5 The Contractor shall make no substitution of any Subcontractor, person or entity previously selected, if the Owner or Designer makes reasonable objection to such substitution.

5.2.3 The Contractor and his subcontractors shall employ only licensed plumbers and shall provide to the Owner the names and license numbers of all plumbers engaged in the Work. The Contractor shall submit this documentation with any monthly progress payment request that includes plumbing labor.

5.3 Subcontractual Relations

5.3.1 By an appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner. Said agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Documents, has against the Owner. Provisions of Article 9 for progress payments, retainage and payment for stored material shall be incorporated without modification in all Contractor-Subcontractor agreements. The Contractor shall require each Subcontractor to enter into similar agreements with his Sub-subcontractors. Prior to execution of the Contractor-Subcontractor agreement, the Contractor shall provide all Subcontractors a complete copy of all proposed Contract Documents for the Project to which the Subcontractor will be bound by this Paragraph 5.3. Each Subcontractor shall similarly make available to his Sub-Subcontractors copies of such Documents. Executed copies of all agreements shall remain on file with the Contractor and be available for review by the Owner at the Owner's discretion.

ARTICLE 6 SEPARATE CONTRACTS

6.1 Owner's Right to Let Separate Contracts

6.1.1 The Owner reserves the right to let other contracts in connection with other portions of the Project under these or similar General Conditions.

6.1.2 When separate contracts are awarded for different portions of the Project, "the Contractor" in the Contract Documents in each case shall be the Contractor who signs each separate contract with the Owner.

6.1.3 When separate contracts are awarded for portions of the Project, the General Construction Contractor shall be responsible for the overall coordination of all separate contracts for the Project.

6.2 Mutual Responsibility of Contractors

6.2.1 The Contractor shall afford each other Contractor reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and each shall properly connect and coordinate his work with all others as coordinated by the General Contractor.

6.2.2 If any part of the Contractor's work depends on proper execution or results upon the work of any other separate Contractor, the Contractor shall inspect and promptly report to the Designer any discrepancies or defects that shall cause his work to fail or be non-conforming. Failure of the Contractor to so inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of his work.

6.2.3 Should the Contractor cause damage to any separate Contractor on the Project, the General Contractor agrees, upon due notice, to settle with such other Contractor by agreement, if at all possible without involving the Owner. The Owner will be involved only after evidence is presented that sureties cannot settle the problem.

6.2.4 Any costs caused by defective or ill-timed work shall be borne by the party responsible.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Delinquent State Taxes (IC. 4-13-2-14.5). The Public Works Division may allow the Department of State Revenue access to the name of each person who is either:

(1) Bidding on a Contract to be awarded under this chapter; or
(2) A Contractor or Subcontractor under this chapter.

If the Public Works Division is notified by the Department of State Revenue that a bidder is on the most recent tax warrant list, a Contract may not be awarded to that bidder until the bidder provides a statement from the Department of State Revenue that the Bidder's delinquent tax liability has been satisfied. The Department of State Revenue may notify:

(1) The Department of Administration; and
(2) The Auditor of State;

that a Contractor or Subcontractor under this chapter is on the most recent tax warrant list, including the amount owed in delinquent taxes. The Auditor of State shall deduct from the Contractor's or Subcontractor's payment the amount owed in delinquent taxes. The Auditor of State shall remit this amount to the Department of State Revenue and pay the remaining balance to the Contractor or Subcontractor.

7.2 Choice of Law

7.2.1 The Contract shall be governed by the laws of the State of Indiana.

7.3 Assignment

7.3.1 The Contractor shall not assign the Contract or sublet it as a whole without the written consent of the Owner, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the Owner.

7.4 Written Notice

7.4.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or sent by registered or certified mail to the last business address known to him who gives the notice.

7.5 Claims for Damages

7.5.1 Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or any of his employees, agents or others for whose acts he is legally liable, claim shall be made in writing to such other party within seven (7) days of the first observance of such injury or damage.

7.6 Performance Bond and Labor and Material Payment Bond

7.6.1 For projects advertised with an estimated base bid amount of One Hundred Fifty Thousand Dollars ($150,000) or more, the Contractor shall furnish and pay for an approved one hundred percent (100%) combination performance and payment bond (Contractor's Bond for Construction, Public Works Division Form DAPW 15). This bond shall adhere to the requirements of IC. 4-13.6-7-6 and IC. 4-13.6-7-7 as amended and shall cover the faithful performance of the Contract and the payment of all obligations arising thereunder, including reimbursement for any stored materials paid for but returned to materialmen, with such sureties as the Owner may approve. The combination bond shall remain in effect throughout the entire construction period and in addition for a period of one year from the date of final acceptance. The Contractor shall deliver the required bonds to the Owner prior to execution of the Contract by the Owner unless authorized to the contrary in writing by the Owner. All bonds must be issued by bonding companies, which are licensed and approved by the Indiana Insurance Commission.

7.7 Owner's Right to Carry Out the Work

7.7.1 If the Contractor should default or neglect to carry out the Work properly or fail to perform any provision of the Contract, the Owner may, after giving seven (7) days written notice to the Contractor, without prejudice to any other remedy it may have, make good such deficiencies. In such case, an appropriate change order shall be issued deducting the cost thereof including the cost of the Designer's additional service made necessary by such default, neglect or failure of the Contractor, from the payments then or thereafter due the Contractor, provided, however, that the Designer shall approve both such action and the amount charged to the Contractor. If such payments due to the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

7.8 Royalties and Patents

7.8.1 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from liability of any nature or find including costs and expenses for or on account of any patented or unpatented invention, process, article or appliance manufactured or used in the performance of this Contract, including its use by the Owner.

7.9 Tests & Substitution of Materials

7.9.1 If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any work to be inspected, tested, or approved, the Contractor will give the Designer timely notice of its readiness and of the date fixed for such inspection, testing, or approval so that the Designer may observe the same. The Contractor shall bear all cost of such inspections, tests, and approvals unless otherwise provided.

7.9.2 If, after the commencement of the Work, the Designer, with approval of the Owner in writing, determines that the Work requires special inspection, testing, or approval for which subparagraph 7.9.1 does not provide, he will, upon written authorization from the Owner, order such special inspection, testing or approval. If such special inspection or test reveals a failure of the Work to fulfill the requirements of the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, the Contractor shall bear all costs thereof; otherwise the Owner shall bear such costs. An appropriate change order shall be issued.

7.9.3 Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered by him to the Designer.

7.9.4 Observations by the Designer of the inspections, tests, or approvals required by Article 7 will be promptly made, and where practicable at the source of supply at no additional cost to the Owner.

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

7.9.6 All building construction and work, alterations, repairs, plumbing, mechanical, and electrical installations and appliances connected therewith, shall comply with the Rules and Regulations of the Department of Fire and Building Services, State Board of Health, local ordinances, Rules for Licensure of Building Trades, and other statutory provisions pertaining to this class of work; such rules and regulations and local ordinances to be considered as a part of these specifications.

7.9.7 Where in these specifications, one or more certain materials, trade names, or articles of certain manufacture are mentioned, it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting competition. Approval of other acceptable products for those specified may be obtained by requesting to the Designer no later than fourteen (14) days in advance of bid date with all documentation required for the Designer to evaluate any approval. If approval is granted, the subject product will be added by addendum.

7.9.8 Should there be a reason for change of materials after award of the Contract, the following criteria shall apply:

a. Original material no longer manufactured,
b. Delivery not possible within time specified for job, and/or
c. Unavailability due to causes beyond the control of the Contractor.

7.9.9 After agreement by the Designer and the Owner that a change is necessary, the Contractor shall present a request for substitution to the Designer. The burden of proof of the merit of the proposed substitute is upon the proposing party. The decision of the Designer and the Owner regarding the substitution shall be final.

7.10 Certificate of Qualification

7.10.1 In accordance with IC. 4-13.6-4 as amended, all Contractors and Subcontractors performing work for the State of Indiana on projects estimated to be in excess of one hundred fifty thousand dollars ($150,000.00), must hold a valid Certificate of Qualification issued by the Public Works Certification Board. The Instructions to Bidders define the procedure for certification and bidding.

7.10.2 The Contractor must perform at least fifteen (15) percent of the total Contract Sum of the Work with his own forces. The Contractor shall submit copies of his payroll records, if requested by the Owner, showing the hours, rates and total costs for all personnel on his payroll detailed to the degree to ensure compliance with this paragraph and any Wage Determination provisions.

7.11 Appropriation

7.11.1 The Contract specifically limits payments to be made in accordance with appropriations made and funds made available under laws of the State of Indiana.

7.12 Federal Wage Determination if required

7.12.1 If a Davis-Bacon wage determination is included in the Contract Documents, it shall be used as the minimum wage and benefits to be paid for the trades indicated.

7.12.2 Contractor shall submit a schedule of hourly wages to be paid to each employee (including those of his subcontractors) engaged in work on the site. This submittal shall be on Contractor's letterhead stationery and shall be signed by the Contractor and notarized. A copy of this submittal shall be conspicuously posted at the site.

7.12.3 Said rates shall in no case be less than those set out in the Davis-Bacon wage schedule a copy of which is herein bound or is on file with the Owner if it is required.

7.12.4 The Contractor shall provide (and require each Subcontractor to provide) weekly payroll records listing employees engaged in work on the site for the week and the hourly rates for base pay and benefits paid to each employee listed. The payroll record form shall include a statement by the Contractor/Subcontractor certifying the accuracy and completeness of the information provided. Payroll records shall be maintained by the Contractor during the course of the Work until the end of the required warranty period.

7.13 Out-of-State Contractors

7.13.1 Proof of payment by Out-of-State Contractors of Indiana Gross Income Tax, as provided in IC. 6-2.1-5-1.1 (b) and 6-2.1-5-1.1 (a) (d) as amended shall be submitted before final payment will be approved.

7.13.2 Out-of-State Corporations must be authorized to do business in the State, IC. Title 23 prior to submitting bids. Forms may be obtained by contacting the Secretary of State, State of Indiana, Indianapolis, Indiana.

7.14 Material Delivery

7.14.1 Shipments of material to be used by the Contractor or any Subcontractor under this Contract should be delivered to the job site only during the regular working hours of the Contractor or Subcontractor. If a delivery is made during other than the normal working hours of the Contractor or Subcontractor, his authorized agent must be on duty to receive such material. No employee of the Owner is authorized to receive any shipments designated for the Contractor or Subcontractor.

7.15 Weather

7.15.1 The Contractor shall at all times provide protection against weather, rain, wind, storms, frost or heat, so as to maintain all work, materials, apparatus and fixtures free from injury or damage. At the end of the day's work, all new work likely to be damaged shall be covered.

7.15.2 During cold weather, the Contractor shall protect all work from damage. If low temperature makes it impossible to continue operations safely, in spite of cold weather precaution, the Contractor shall cease work and shall so notify the Owner and Designer.

7.15.3 Any work damaged by failure to provide protection above required, shall be removed and replaced with new work at the Contractor's expense.

7.15.4 The Contractor shall provide and maintain on the premises, where directed, watertight storage shed (or sheds) for storage of all materials, which might be damaged by exposure to weather.

7.16 Fire Hazards

7.16.1 Wherever and whenever any burning, welding, cutting or soldering operation is in progress, or equipment is in use, or any work involving a fire hazard, is performed, the Contractor responsible for such operation shall have at all times acceptable fire extinguisher or protection within five (5) feet of the operation.

7.17 Dismissal

7.17.1 Any foreman or workman employed by the Contractor or by any Subcontractor who, in the opinion of the Director, Public Works Division and/or the Designer, does not perform his work in a proper and skillful manner, or is disrespectful, intemperate, disorderly, intoxicated or otherwise objectionable shall at the written request of either of the above, be forthwith discharged by the Contractor or Subcontractor employing such foreman or workman and he shall not be employed again on any portion of the Work without the written consent of the Director of the Division of Public Works and the Designer. Should the Contractor fail to furnish suitable and sufficient machinery, equipment or personnel for the proper prosecution of the Work, the Owner or Designer may withhold all payments that are or may become due, or may suspend the Work until such orders are upheld.

ARTICLE 8 TIME

8.1 Definitions

8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Substantial Completion of the Work as defined herein, including authorized adjustments thereto.

8.1.2 The date of commencement of the Work is the date established in a notice to proceed. If there is no notice to proceed, it shall be the date of the Governor's signature on the Owner-Contractor Agreement or such other date as may be established therein.

8.1.3 The Date of Substantial Completion of the Work, or designated portion thereof, is the date certified by the Director, Public Works Division when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy or utilize the Work, or designated portion thereof, for the use for which it is intended.

8.1.4 The term day as used in the Contract Documents shall mean calendar day unless otherwise specifically designated.

8.2 Progress and Completion

8.2.1 All time limits stated in the Documents are of the essence of the Contract.

8.2.2 The Contractor shall begin the Work on the date of commencement as defined herein. He shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

8.2.3 The Owner fully expects the Contractor to employ any and all means necessary to complete the Work within the Contract Time. Conduct of the Owner's affairs, such as unforeseen site conditions or delay in processing change orders, shall <u>not</u> be viewed as justification for delaying the Project unless the Owner can be shown to have breached the Contract. Contractor must employ all reasonable means to execute the Project in a timely manner and in conformance with the Contract Documents even if the Contractor or Designer seeks legal remedy against the Owner for claim of damage.

8.3 Delays and Extensions of Time

8.3.1 If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Owner or the Designer, or by any employee of either, or by any separate Contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonable to anticipate, unavoidable casualties, or

any causes beyond the Contractor's control, or by delay authorized by the Owner pending arbitration, or by any other cause which the Designer determines may justify the delay, then the Contract Time shall be extended by a Change Order for such reasonable time as the Designer may determine.

8.3.2 Claims for extension of time shall be made in writing to the Designer. In case of a continuing delay only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

8.3.3 If no agreement is made stating the dates upon which interpretations as provided in Article 2.2 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen days after written request is made for them, and not unless such claim is reasonable.

8.3.4 This Paragraph 8.3 does not exclude the recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

9.1 Contract Sum

9.1.1 The Contract Sum is the total amount payable by the Owner for the performance of the Work under the Contract Documents.

9.2 Schedule of Values

9.2.1 Before the first application for payment, the Contractor shall submit to the Owner a schedule of various parts of the Work, including quantities if required by the Owner, aggregating the total Contract Sum, divided so as to facilitate payments to Subcontractors in accordance with Article 5.3, made out in such form as the Owner and the Contractor may agree upon, and supported by such data to substantiate its correctness as the Owner may require. Each item in the Schedule of Values shall include its proper share of overhead, profit, and other general charges. This schedule, when approved by the Owner, shall be used as a basis for the Contractor's Applications for Progress and Final Payments.

9.3 Progress Payments

9.3.1 Completed work: The Contractor shall submit to the Designer an itemized Application for Payment, supported by such data substantiating the Contractor's right to payment as the Designer may direct. The Owner shall make payments on account of the Contract, upon issuance of Certificates of Payment certified by the Designer and the Owner's Representative, for labor and materials incorporated into the Work at the rate of ninety four (94%) percent of such value until fifty (50%) percent of the value of the Work is completed. After that fifty (50%) percent, no further retainage will be deducted. The Director, Public Works Division has the option to require that three (3%) percent of the value of the Work be retained throughout the duration of the entire Contract. The retainage schedule shall be determined prior to award of Contract. Retainage may be paid with final payment at the discretion of the Director, Public Works Division, but shall not be paid in any event until a minimum of sixty one (61) days after all work is completed.

9.3.2 Materials Stored: Payments may be made on account for materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. With written approval of the Owner, materials may be stored at another location other than the Work site if properly identified as the property of the Owner and properly protected. Storage of material at the place of business of the vendor is not acceptable (25 IAC 2-9-2). Such payments shall be conditional upon the submission by the Contractor of one of the following: 1) receipts marked by the supplier as paid; 2) supplier's final waiver of lien listing specific materials involved; 3) invoice with copy of canceled check showing payment; or 4) such other evidence of payment as the Owner may require in lieu thereof to establish ownership of all items except those listed as miscellaneous materials below. For the aggregate of miscellaneous stored materials for which payment is requested and above proof of payment is not available, a complete list will be provided along with the affidavit of payment. Upon certification by the Owner's representative that the listed materials are suitably stored, payment can be made. Miscellaneous materials are defined as pipe, fittings, wire, conduit, etc., normally stored as stock items in Contractor's warehouse. For materials stored other than at the construction site applicable insurance and transportation to the site shall be provided by the Contractor.

9.3.3 As stored materials are incorporated into the Work, the value shall be removed from the total value of stored materials requested in successive payments. Proof of ownership through one of the above methods will be required for additional materials. When, in the judgment of the Owner, retainage for completed work is not sufficient in relation to excessive amounts requested for stored materials or equipment, the Owner may elect to place the retainage for such materials or equipment in escrow. This retainage shall apply as a credit toward retainage due to be held for completed work on future payments.

9.3.4 The Contractor warrants that title to all work, materials and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt by the Contractor of payment, whichever occurs first, free and clear of all liens, claims, security interest or encumbrances, hereinafter referred to in this Article 9 as "liens"; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest

therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

9.3.5 The Contractor shall accompany each application for payment request with a certification that he paid to all Subcontractors (fabricators) within ten (10) days of receipt of payment that pro rata amount of funds he has received from the Owner for the value of work or services (fabricated materials or equipment) performed by the Subcontractor (supplied by fabricator) contained in previous progress payments. The Contractor's inclusion of a value of subcontract work in his progress pay estimate is prima facie evidence of acceptance of work having such a value; therefore, if the Owner receives a certification from a Subcontractor that he has not been paid such amounts as were included in the Contractor's partial billing and subsequently paid to the Contractor by the Owner, then the Owner will hold all subsequent partial payment requests until satisfactory evidence is received from the Subcontractor that he has been paid such amounts presented to the Owner by the Contractor, paid to the Contractor by the Owner, and not distributed by the Contractor to the Subcontractor. The making of an incorrect certification of either partial payment or final payment may be considered by the Owner to be a breach of contract, and it may exercise all of its prerogatives set out in the Contract in addition to the remedies for falsifying an affidavit. Such an action could result in a suspension of qualification with the State Certification Board for a period of up to two (2) years.

9.4 Certificates for Payment

9.4.1 When the Contractor has made application for payment as above, the Designer will issue a Certificate of Payment to the Owner for such amount as he determines to be properly due, or state in writing his reasons for withholding a certificate as provided in Articles 9.5.1.

9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Designer to the Owner, based on the Designer's observations at the site as provided in Article 2.2.4 and the data comprising the Application for Payment, that the Work has progressed to the point indicated, and that, to the best of his knowledge, information and belief, the quality of work is in accordance with the Contract Documents subject to an evaluation of the Work as a functioning whole upon substantial completion, to the results of any subsequent tests called for in the Contract documents, to minor deviations correctable prior to the next certificate for payment and to any specific qualifications stated in his certificate, and that the Contractor is entitled to payment in the amount certified.

9.4.3 The Designer's final Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in Article 9.7 have been fulfilled. However, by issuing a Certificate, the Designer shall not thereby be deemed to represent that he has made any examination to ascertain how or for what purpose the Contractor has used the monies paid on account of the Contract Sum.

9.4.4 The Owner shall make payment as soon as the fiscal procedure of the State can process same after receipt from the Designer of the Certificate for Payment. The fiscal procedure by the State can include, but not be limited to, review by the Owner's using agency, verification of the Certificate by the Owner's Site Representative, review for accuracy of form and calculation by the Owner's accountant, review by the Owner's project management and execution by the Director, Public Works Division and others.

9.4.5 No certificate for a progress payment or progress payment for partial or entire occupancy of the Project by the Owner shall constitute an acceptance of work not in accordance with the Contract Documents.

9.4.6 Pursuant to IC. 4-13.6-7-2 all Contract awards of One Million Dollars ($1,000,000) or above, if elected by the Contractor, an escrow agent will be selected by the State with whom the retainage funds for this Contract will be deposited and held until receipt of notice from the Director, Public Works Division (Escrow Form DAPW 32A) and from all other necessary parties as specified in and in accordance with the procedures and provisions of said Act.

9.5 Payments Withheld

9.5.1 The Designer (or Owner) will not approve an application in whole or in part, if in his opinion, he is unable to make representations to the Owner as provided in Article 9.4. The Designer (or Owner) will not approve Application for Payment or, because of subsequent inspections, may nullify the whole or any part of the Certificate for Payment previously issued to such extent as may be necessary in his opinion to protect the Owner from loss because of:

A. defective work not remedied,
B. claim filed or reasonable evidence indicating probable filing of claims,
C. failure of the Contractor to make payments properly to Subcontractors or for materials, equipment or labor,
D. reasonable doubt that the Contract can be completed for the unpaid balance,
E. damage to another Contractor,
F. reasonable indication that the Owner may be damaged by delay in receiving use of the Work as scheduled, or,
G. unsatisfactory prosecution of the Work by the Contractor.

9.5.2 When the above grounds are removed, payment shall be processed for amounts withheld.

9.6 Failure of Payment

9.6.1 If the Designer should fail to issue any Certificate for Payment, through no fault of the Contractor, or if the Owner should fail to pay the Contractor in a reasonable time considering the fiscal procedures of the State for processing same after receipt from the Designer the amount certified by the Designer, then the Contractor may, after seven (7) additional days, give written notice to the Owner and Designer, that work will stop until payment of the amount owing has been received.

9.7 Substantial Completion and Final Payment

9.7.1 When advised by the Contractor that the Work or a designated portion thereof is substantially complete, the Designer; the Director, Public Works Division, and the Contractor shall determine jointly by inspection that the Work is substantially complete. If they determine that the Work is substantially complete, the Contractor shall then prepare a Certificate of Substantial Completion with an accompanying list of incomplete items of work (punch list), and submit it to the Designer for his signature and subsequent forwarding for approval by the Director, Public Works Division. The Certificate shall fix the date of Substantial Completion and shall state the responsibilities of the Owner and the Contractor for maintenance, heat, utilities and insurance.

9.7.2 Upon approval of the above, and notice that the Work is ready for final acceptance, the Designer, the Contractor and Owner will promptly make final review, and when they find the Work acceptable under the Contract and the Contract fully performed, the Contractor shall promptly submit the final Certificate for Payment with all other required documents, showing that the Work has been completed in accordance with the terms and conditions of the Contract, and that the entire balance in said final certificate, is due and payable.

9.7.3 Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall submit to the Designer releases or waivers of all liens arising out of the Contract; an affidavit that the releases and waivers include all the labor, materials, and equipment for which a lien could be filed and that all payrolls, material bills, and other indebtedness connected with the Work for which the Owner or its property might in any way be responsible have been paid or otherwise satisfied; and such other data establishing payment or satisfaction of all such obligations as the Owner may require. If any such lien or claim remains unpaid, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such lien or claim, including all costs.

9.7.4 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor, and the Designer so confirms, the Owner shall, upon certification by the Designer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted, or such portion as may be available from funds not already released to an escrow agent pursuant to IC 4-13.6-7. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

9.7.5 The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:

A. unsettled liens,
B. faulty work appearing after Substantial Completion,
C. failure of the Work to comply with the requirements of the Contract Documents,
D. terms of any special guarantees required by the Contract Documents.

9.7.6 If upon Substantial Completion of the Work there are any remaining uncompleted minor items, the Owner shall withhold, until those items are completed, an amount equal to two hundred percent (200%) of the value of each item as determined by the Designer or Owner.

9.7.7 The acceptance of final payment shall constitute a waiver of all claims by the Contractor, except those previously made in writing and still unsettled and covered by other agreed arrangements.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 Safety Precautions and Programs

10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

10.2 Safety of Person and Property

10.2.1 The Contractor shall take all necessary precautions for the safety of, and will provide all necessary protection to prevent damage, injury, or loss to:

A. all employees on the Project and all other persons who may be affected thereby,
B. all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, and,
C. other property at the site or adjacent thereto, including trees, shrubs, lawns, pavements, roadways, structures and

utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities.

10.2.3 All damage or loss to all property specified herein caused directly or indirectly, in whole or in part, by the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor, except damage or loss attributable solely to faulty Contract Documents or to the acts or omissions of the Owner, or Designer or their employees, or for those whose acts either of them may be liable.

10.2.4 The Contractor shall designate a responsible member of his organization on the Work whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent, unless otherwise designated in writing by the Contractor to the Owner and the Designer.

10.2.5 When the use or storage of explosives or other hazardous materials or equipment is necessary for the prosecution of the Work, the Contractor shall carry on such activities under the supervision of properly qualified personnel.

10.2.6 The Contractor shall not overload, or permit any part of the Work to be loaded so as to endanger its safety.

10.2.7 All excavations creating a trench of five (5) or more feet in depth shall strictly adhere to the shoring and other safety requirements called for and described under Indiana OSHA Regulation 29 C.F.R. 1926, Subpart "P", for trench safety systems.

10.3 Emergencies

10.3.1 In an emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor because of emergency work shall be determined as provided for in Article 12, Changes in the Work, and he shall notify the Owner of such a decision within seven (7) days of the event giving rise to such claim.

ARTICLE 11 INSURANCE

11.1 General Requirements for Insurance

11.1.1 The Contractor will be required to furnish to the Owner, evidence that he has complied with all items of insurance listed herein. All insurance policies/certificates shall be on file with the Owner prior to release of the signed Contract and commencement of work.

11.1.2 The Contractor shall purchase and maintain, with a company or companies licensed to do business in Indiana, such insurance as will protect him from claims set forth below, arising out of or resulting from the Contractor's operations under the Contract, whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them:

A. claims under Workmen's Compensation Acts and other employee benefit acts;
B. claims for damages because of bodily injury, personal injury, occupational sickness or disease, or death of his employees;
C. claims for damages because of bodily injury, personal injury, sickness, disease or death of any person other than his employees;
D. claims for damages to tangible property, including loss of use thereof.

11.1.3 This insurance shall be written for not less than any limits of liability specified herein, or required by law, whichever is greater. Policies or certificates of insurance, acceptable to the Owner, shall be filed with the Owner prior to execution of the Contract. These Certificates shall contain a provision that coverages afforded under the policies will be for the life of the Work.

11.1.4 Policies (certificates) shall show name and complete address of the Company, expiration date or dates, and policy number or numbers. Policies shall not be canceled until at least thirty (30) days prior written notice has been given to the Owner and acknowledged by the Owner in writing.

11.2 Property Insurance

11.2.1 The Contractor shall furnish and maintain, at the Contractor's expense, Fire, Extended Coverage, Vandalism, and Malicious Mischief Insurance (Builder's Risk), in the sum of 100% of the Contract amount. Builder's Risk insurance shall cover the structure on/in which the Work of this Contract is to be done including items of labor and material connected therewith, whether in or adjacent to the structure insured; material in place or to be used as part of the permanent construction, including surplus materials; shanties, protective fences, bridges, or temporary structures; miscellaneous materials and supplies incident to the Work; scaffolding, staging, towers, forms, and equipment, if included in the cost of the Work. This insurance need not cover any tools owned by mechanics, or any tools, equipment, scaffolding, staging, towers, and forms owned or rented by the Contractor, the capital value of which is not included in the cost of the Work.

11.2.3 Any loss under this Article 11.2 is to be adjusted with the Owner, and made payable to the Owner as trustee for the insured, as their interests may appear.

11.3 Liability Insurance

11.3.1 The Contractor and their subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

A. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.

B. Automobile liability for owned, non-owned and hired autos with minimum liability limits of $700,000 per person and $5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.

C. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC §22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

D. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.

2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.

3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.

4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.

5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

E. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

F. Boiler and Machinery Explosion Insurance shall be required when the Work includes boiler, other pressure

vessels or steam piping installation or repair.

G. After June 30, 2015, this entire Article will apply to **any** contractor that will be on the construction site pursuant to IC 5-16-13 and an acceptable certificate of insurance will be provided by each and every contractor

ARTICLE 12 CHANGES IN THE WORK

12.1 Change Orders

12.1.1 The Owner, without invalidating the Contract, may order changes in the Work consisting of additions, deletions, or modifications, with the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be executed under the applicable conditions of the Contract Documents.

12.1.2 A Change Order is a written order to the Contractor compiled and reviewed by the Designer, prepared by the Owner and then signed by the Owner and the Contractor. The order is issued after the execution of the Contract authorizing a change in the Work, and documenting any adjustment in the Contract Sum and/or the Contract Time. The Contract Sum may be changed only by change order.

12.1.3 The value of any work involved in a change in the Work shall be determined in one or more of the following ways, in order of priority listed:

A. by mutual acceptance of a lump sum. For all amounts over $500, the Contractor shall provide a complete listing of quantities and unit prices of materials, hours of labor with cost per hour, and separate agreed percentages for any overhead and profit. The maximum aggregate increase for overhead and profit (including all home office and field office overhead) for any Subcontractor or for the Contractor performing his own work is fifteen (15%) percent; the maximum increase for a Contractor on work performed by a Subcontractor is five (5%) percent. If the cost of performance and payment bond(s) is shown as a separate line item in the Contractor's schedule of values for the project, then an increase will be permitted to provide for the additional cost of the bond(s). If the cost of the bond(s) is not indicated on the Contractor's schedule of values for the Project, any increase in cost for bond(s) shall be included in the Contractor's allowed overhead. For listings under $500, list lump sum for each item, or,
B. by unit prices named in the Contract or subsequently agreed upon, or,
C. by cost plus a mutually acceptable fixed or percentage fee.

12.1.4 Should conditions be encountered below the surface of the ground that are:

A. at variance with the conditions indicated by the Contract Documents, and
B. different than could be expected after a reasonable viewing of the site by the bidders, and
C. not evident from available soil samples,

then the Contract sum may be equitably adjusted by Change Order upon claim by Contractor made within a reasonable time after the first observance of the conditions.

12.1.5 If the Contractor claims that a written interpretation issued pursuant to Article 1.2 or a written order for a minor change issued pursuant to Article 12.3 involves additional cost or time, the Contractor shall make such claim as provided in Article 12.2.

12.2 Claims for Additional Cost or Time

12.2.1 If the Contractor wishes to make a claim under the provisions of the Contract Documents for an increase in the Contract Sum or an extension in the Contract Time, he shall give the Designer written notice thereof within fifteen (15) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor and authority received in writing from the Owner before proceeding to execute the Work, except in an emergency endangering life or property. No such claim shall be valid unless so made. Any approved change in the Contract Sum or Contract Time resulting from such claim shall be incorporated in a Change Order, initiated by the Designer and executed by the Owner. If the Designer does not initiate or the Owner execute a Change Order within a reasonable time in response to the request, such lack of action shall be construed as prima facie evidence of rejection of the request. For the purpose of this section "reasonable time" is expected not to exceed 30 days after receipt by the Owner.

12.3 Minor Changes in the Work

12.3.1 The Designer shall have authority, with Owner's approval, to order minor changes in the Work not involving an increase in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such change may be affected by written field order, with copy transmitted to the Owner. Such minor changes need not be approved in writing by the Owner; however, the Owner may provide written approval of any substitution of significant materials or equipment.

12.4 Field Orders

12.4.1 The Designer may issue written field orders, which interpret the Contract Documents in accordance with Article 1.2.4 without change in Contract Sum or Contract Time. The Contractor shall carry out such field orders promptly. The Designer shall

transmit copies of field orders to the Owner.

ARTICLE 13 EXAMINATION AND CORRECTION OF WORK

13.1 Examination of Work

13.1.1 If any portion of the Work should be covered contrary to the request of the Designer or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Designer, be uncovered for his observation and shall be replaced at the Contractor's expense.

13.1.2 Examination of questioned work may be ordered by the Designer with the approval of the Owner, and if so ordered the Work must be uncovered by the Contractor. If such work were found in accordance with the Contract Documents, the cost of re-examination and replacement shall, by appropriate change order, be charged to the Owner. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such costs, unless it is found that the defect in the Work was caused by a separate Contractor employed as provided in Article 6 and in that event, the separate Contractor shall pay such costs.

13.2 Correction of Work before Substantial Completion

13.2.1 The Contractor shall promptly remove from the site all work rejected by the Designer as failing to conform to the Contract Documents, whether or not incorporated in the Project, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract Documents and without cost to the Owner and shall bear the cost of repair to or replacement of all work of separate Contractors destroyed or damaged by such removal or replacement.

13.2.2 If the Contractor does not remove such rejected work within a reasonable time, fixed by written notice from the Designer, the Owner may remove and store the material at the expense of the Contractor. If the Contractor does not agree to pay or credit the Contract with the cost of such removal within ten days thereafter, the Owner may acquire a lien upon such property and materials. If proceeds of lien foreclosure do not cover all costs, which the Owner has then borne, the difference shall be deducted from the amount to be paid to the Contractor.

13.3 Correction of Work after Substantial Completion

13.3.1 The Contractor shall correct all faults and deficiencies in the Work which appear within one year of the date of substantial completion or such longer period of time as may be prescribed by the terms of any special guarantees called for by the Contract Documents, and he shall pay for all damage to other work caused thereby. The Contractor shall remove all defective work where necessary.

13.3.2 If the Contractor does not correct such faulty or defective work and remove defective work where necessary, within a reasonable time fixed by the Designer in writing, the Owner may do the corrective work and remove the defective work, as described in Article 13.2 above.

13.3.3 All costs attributable to correcting and removing faulty or defective work shall be borne by the Contractor.

13.3.4 The obligations of the Contractor under this Article 13.3 shall be in addition to and not a limitation of any obligations imposed upon him by special guarantees called for by the Contract Documents or otherwise prescribed by law.

ARTICLE 14 TERMINATION OF THE CONTRACT

14.1 Termination by the Contractor

14.1.1 If the Work is stopped for a period of thirty days under an order of any court or other public authority through no act of fault of the Contractor or of anyone employed by the Contractor, or if the Work should be stopped for a period of thirty days by the Contractor for the Designer's failure to issue a Certificate for payment as provided in Article 9.6, or for the Owner's failure to make payment thereon as provided in said Article, then the Contractor may, upon seven days' written notice to the Owner and the Designer, terminate the Contract and recover from the Owner, in satisfaction of all claims of the Contractor, payment for all work executed, except those items involved in Designer's failure to issue Certificate, or Owner's failure to make payment.

14.2 Termination by the Owner

14.2.1 If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to Subcontractors for materials or labor, or persistently disregard laws, ordinances, rules, regulations or orders of any public authority or otherwise be guilty of a substantial violation of a provision of the Contract Documents, then the Owner, upon certification by the Designer that sufficient cause exists to justify such action, may without prejudice to any right or remedy against the Contractor or his surety and after giving the Contractor and his surety seven days written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and finish the Work by whatever method the Owner

deems expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is completed, and an accounting made as set out below.

14.2.2 If the unpaid balance of the Contract sum exceeds the cost of finishing the Work, including compensation for the Designer's additional services such excess shall be paid to the Contractor. If such cost exceeds such unpaid balance, the Contractor shall pay the difference to the Owner. The Designer shall certify the cost incurred by the Owner as herein provided.

END

Indiana Department of Administration
M/WBE Participation Policy for Construction Projects

I. Introduction

The Indiana Department of Administration ("IDOA") in its commitment to Minority and Women participation in the state's procurement and contracting process, will require MBE and WBE participation or a best-efforts waiver as a specification in bids for construction services $150,000 and over with subcontracting opportunities effective January 1, 2006. *See* Indiana Code 5-22-7, 5-22-7-2, 5-22-7-4.

II. Definitions

"Application for MBE and WBE Program Waiver" means documents submitted by Bidder for relief from contract goal after demonstrating all reasonable good faith efforts were made by the Bidder for the purpose of fulfilling the contract goal. The Application for MBE and WBE Program Waiver may be submitted prior to the bid due date or included in the bid package response.

"Certification" means verification by the Indiana Department of Administration, Minority and Women's Business Enterprises Division ("MWBED") or an organization accepted by MWBED with respect to the authenticity of a minority or women owned business enterprise.

"Commercially useful function" Determination that an enterprise performs a commercially useful function will be made based on the following considerations:

(1) An MBE or a WBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the MBE or WBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an MBE or a WBE is performing a commercially useful function, one must evaluate the following:

(A) The amount of work subcontracted.

(B) Industry practices.

(C) Whether the amount the enterprise is to be paid under the contract is commensurate with the work it is actually performing.

(D) The credit claimed for its performance of the work.

(E) Other relevant factors.

(2) An MBE or a WBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of MBE or WBE participation. In determining whether an MBE or a WBE is such an extra participant, one must examine similar transactions, particularly those in which MBEs or WBEs do not participate.

(3) In the case of construction contracts, if:

(A) an MBE or a WBE does not perform or exercise responsibility for at least the agency's requisite percent of the total cost of its contract with its own workforce; or

(B) the MBE or WBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved;

it is presumed that the enterprise is not performing a commercially useful function.

"Letter of Commitment" means a letter obtained from the MBE and WBE's by the Bidders. The Letter of Commitment is a signed letter(s), on company letterhead, from the minority and/or women certified business. It must be produced no later than 24 hours after the bid due date and time. This letter(s) shall state and will serve as acknowledgement from the minority and/or women certified business of their level of participation in this solicitation, the dollar amount of the commitment, the scope of service or product to be provided and the anticipated dates of utilization.

"Minority and Women Business Enterprises Division (MWBED)" means the Division which acts on behalf of the state to actively promote, monitor, and enforce the MBE AND WBE program. The final authority on all matters pertaining to the maintenance and administration of the MBE AND WBE program and compliance thereto.

"Minority/Woman Business Enterprise (MBE and WBE)" means an individual, partnership, corporation, limited liability company, or joint venture of any kind that is at least fifty-one percent (51%) owned and controlled by one (1) or more persons who are United States citizens and a member(s) of a minority group. The MBE and WBE must meet the eligibility requirements of 25 IAC 5.

"Participation Plan" means the IDOA prescribed document that sets forth the MBE and WBE subcontractors that will perform work under the contract.

III. Minority and Women Business Enterprise Certification

MBE and WBEs must be listed on the IDOA directory of certified firms at the time the bid is submitted to be eligible to meet the contract goals. The bidder should verify that a firm is certified before the bid is submitted.

Questions regarding Certification should be addressed to the following:

Indiana Department of Administration
Minority and Women's Business Enterprises Division
402 West Washington Street, Room W469
Indianapolis, IN 46204
(317) 232-3061
www.buyindiana.in.gov
mwbe@idoa.in.gov

IV. Bidding Process

IDOA will review projects for viable subcontracting opportunities. All projects will be governed by this policy unless otherwise stated.

A representative from MWBED will attend most pre-bid meetings to discuss and answer questions related to the MBE and WBE participation requirement. The MWBED will be available to assist Bidders in locating MBE and WBE firms to engage in the contract.

The 2007-2008 Contract Goals for construction projects are 7% for MBE's and 5% for WBE's.

Effective January 1, 2006, the following procedures will be implemented in the acceptance and evaluation of responsive and responsible bids.

Bidders must produce a Participation Plan on the approved form listing the utilization of MBE and WBE subcontractors who will be providing a commercially useful function on the project. Letter of Commitment from MBE and WBE firms they plan to engage in the contract if successful on the bid

Per 25 IAC 5-6-2(d), all prime contractors, including MBE and WBE prime contractors, must meet the sub-contracting goals through use of businesses found in the IDOA directory of certified firms. MBE and WBE prime contractors will get no credit toward the contract goal for the use of their own workforce.

If the bidder can not achieve the Contract Goals established for the bid package, the bidder shall submit a Waiver Application on the form supplied by MWBED. Bidders may submit waiver applications to MWBED up to two business days in advance of the bid due date to obtain advance approval of the waiver, or the application may be submitted without advance approval with the bid package. Bidders who submit a Participation Plan that will achieve the Contract Goals are not required to submit a Waiver Application.

If a partial waiver is being requested, a Participation Plan listing the MBE and WBE certified firms that will be used to satisfy the portion of the goal that will be met, must be included. Partial waivers may be requested using the waiver application process discussed above. A faxed copy of the Letter of Commitment for each MBE and WBE firm that is listed in the Participation Plan must be provided by the Low Bidder to the appropriate department no later than 24 hours after the bid due date and time. The original letter(s) must be provided upon receipt.

MWBED will review Applications for MBE and WBE Program Waivers and make a determination as to the bidder's responsiveness and good faith efforts. Evidence of efforts should be included with the waiver form. Any combination of the following criteria may be utilized in determining whether good faith efforts have been made:

A. Notice to MBE and WBEs. Whether and when the bidder provided written notice, by mail, hand delivery, facsimile or electronic transmission to all qualified MBE and WBEs that perform the type of work to be subcontracted and advising the MBE and WBEs:

   1. of the subject work the bidder intends to subcontract;

   2. that their interest in Subcontracts is being solicited;

   3. how to obtain information for the review and inspection of Contract plans and specifications; and

   4. how to bid on the subcontracting opportunities and deadlines.

B. Economically Feasible Subcontract. Whether the bidder selected economically feasible portions of the work to be performed by an MBE and WBE, including, when appropriate, breaking Subcontracts into smaller pieces or combining elements of work into economically feasible units. The ability of the bidder to perform the work with its own forces will not excuse the bidder from making positive efforts to meet the MBE and WBE goals.

C. Consideration of all MBE and WBE Quotations. Whether the bidder considered all quotations received from MBE and WBEs and, for those quotations not accepted, an explanation of why the MBE and WBE will not be used during the course of the Project. Receipt of a lower quotation from a non-MBE and WBE will not, in itself, excuse bidder's failure to meet the MBE and WBE goals. Price alone does not constitute an acceptable basis for rejecting MBE and WBE subcontractor bids unless the bidder can demonstrate that a reasonable price was not obtained from an MBE and WBE.

D. MBE and WBE Barrier Assistance. Whether the bidder provided assistance to interested MBE and WBE firms: in reviewing the Contract plans and specifications or addressing other barriers to subcontracting.

E. Advertisement. Whether the bidder advertised to search for prospective MBE and WBEs to participate in the Contract.

F. Agency Assistance. Whether the bidder contacted any of the following agencies for the purpose of locating prospective MBE and WBEs:

1. Indiana Department of Administration
   Minority and Women's Business Enterprises Division
   402 West Washington Street, Room W469
   Indianapolis, IN 46204
   (317) 232-3061
   mwbe@idoa.in.gov

2. Indiana Business Diversity Council, Inc.
   2126 North Meridian Street
   Indianapolis, IN 46202
   (317) 921-2678
   mdhouse@inbdc.org

G. Research Participation Areas. Whether the bidder made efforts to research other possible areas of participation including supplying, shipping, engineering and any other role that may contribute to the production and delivery of the products or services needed to fulfill the Contract.

H. Response Time. The time the bidder allowed for a meaningful response to its solicitations.

I. Documentation of Statements from MBE and WBEs. Any documentation or statements received from MBE and WBEs who have been listed as having been contacted by the bidder.

J. Availability of MBE and WBEs. The availability of MBE and WBEs to perform the work and the availability, or lack of availability, of MBE and WBEs in the location where the work is to be performed.

K. Other Criteria. Any other criteria deemed appropriate by MWBED.

This list is not intended to be exclusive or exhaustive. The bidder may also submit documentation of other types of efforts that they have taken which reflect the quality, quantity and intensity of those efforts.

When evaluating Waiver Applications, MWBED reserves the right to verify that any information supplied on the Participation Plan and Wavier Application is accurate. By the submittal of a bid, the bidder acknowledges the right of MWBED to ensure compliance with the Participation Program and thereby agrees to provide, upon request, earnest, diligent and prompt cooperation in MWBED's verification process.

In cases where MWBED concludes the bidder's Participation Plan and the Waiver Application is deficient through no fault of the bidder, the bidder may be instructed to submit a modified Participation Plan within five (5) working days from the date of such notice. Failure to submit the modified Participation Plan within the specified period of time, may result in the bid being considered non-responsive and may be rejected.

In cases where MWBED concludes that the Participation Plan and Waiver Application is deficient or in cases where MWBED has determined that the bidder has not cooperated with its efforts to verify the submitted documentation, a bid may be considered non-responsive and may be rejected.

If the established Contract Goals are not achieved but the Waiver Application is granted, the bid will be considered responsive. If the established Contract Goals are not achieved and the Waiver Application is denied, a bid may be considered non-responsive and may be rejected.

Failure to provide the Participation Plan and/or a Waiver Application accounting for the total participation goal set for the project will result in the bid being considered non-responsive and the bid may be rejected.

By submission of a bid, a bidder thereby acknowledges and agrees to be bound by the regulatory process set forth in 25 IAC 5.

A bidder who knowingly or intentionally misrepresents the truth about either the status of a firm that is being proposed as an MBE and WBE or who misrepresents the level of the nature of the amount to be subcontracted to the MBE and WBE may suffer penalties pursuant to Indiana Code 5-16-6.5-5.

A Contractor who knowingly or intentionally misrepresents the truth about his/her status as an MBE and WBE or who misrepresents the level or the nature of the amount subcontracted to his/her firm may suffer penalties pursuant to Indiana Code 35-44-2-1.

V. Compliance

Contractors shall contract with all MBE and WBE firms listed on the Participation Plan. The subcontract or purchase order shall be for an amount that is equal to, or greater than, the total dollar amount listed on the form.

Contractors shall notify MWBED immediately if any firm listed on the Participation Plan refuses to enter into a subcontract or fails to perform according to the requirements of the subcontract.

The Contractor's proposed MBE and WBE Contract Goals will become incorporated into and a requirement of the Contract. Contractors shall not substitute, replace or terminate any MBE and WBE firm without prior written authorization from MWBED and the Owner.

Contractors shall cooperate and participate in compliance reviews as determined necessary by MWBED. Contractors shall provide all necessary documentation to show proof of compliance with the requirements as requested by MWBED.

VI. Non Compliance

A bid governed by this policy that does not meet the participation goals or does not receive an approved waiver will NOT be considered.

After the bid is awarded and if it is determined by MWBED that the Contractor is not in compliance with this Participation Program, MWBED will notify the Contractor within ten (10) days after the initial compliance review or the site visit and identify the deficiencies found and the required corrective action that should be taken to remedy the deficiencies within a specific time period.

If a Contractor is found non-compliant, the Contractor must submit, in writing, a specific commitment, in writing, to correct the deficiencies. The commitment must include the precise action to be taken and the date for completion.

If MWBED determines the Contractor has failed to comply with the provisions of this Participation Program, Contractor's Utilization Statement or 25 IAC 5, IDOA may impose any or all of the following sanctions:

a. Withholding payment on the Contract until such time that satisfactory corrective measures are made.

b. Adjustment to payments due or the permanent withholding of retainages of the Contract.

c. Suspension or termination of the specific Contract in which the deficiency is known to exist. In the event this sanction is employed, the Contractor will be held liable for any consequential damages arising from the suspension or termination of the Contract, including damages caused as a result of the delay or from increased prices incurred in securing the performance of the balance of the work by other Contractors.

d. Recommendation to the certification board to revoke the contractor's certification status with the Public Works Division of IDOA. This recommendation may result in the suspension or revocation of the contractor's ability to perform on future state contracts for a period no longer than thirty-six (36) months.

e. Continued non-compliance may be deemed a material breach of the agreement between MWBED and Contractor, whereupon MWBED shall have all the rights and remedies available to it under the Contract or at law.

f. Suspension, revocation, or denial of the MBE or WBE certification and eligibility to participate in the MBE or WBE program for a period of not more than thirty-six (36) months.

VII. Forms and Attachments

Minority Participation Plan
Good Faith Efforts Worksheet

STATE OF INDIANA'S
STANDARD CONTRACT FOR PUBLIC WORKS CONSTRUCTION PROJECT
(for projects estimated more than $150,000)
WORKS PROJECTNUMBER XXXXX
[INSERT] PROJECT DESCRIPTION
[INSERT] INSTITUTION/DEPARTMENT

THIS IS A PUBLIC WORKS CONSTRUCTION CONTRACT ("Contract"), entered into by and between the Indiana Department of Administration's Public Works Division ("State") and **XXXXXXXXXX** ("Contractor"), executed pursuant to the terms and conditions set forth herein and is governed by Indiana Code 4-13.6, *et seq*.

1. Definitions. The following definition applies throughout this Contract:

For purposes of the State's Public Works Project Number **XXXXX** ("Project"), the term "Contract Documents" shall mean and include the following: this Contract and the Project Bid Package, which includes the Contractor's Application for Pre-Qualification, the Public Work's Solicitation for Quotation (DAPW 30), Bid Documentation, Pre-Contract Document, General Conditions (DAPW 26), Supplementary Conditions, Instructions to Bidders, Drawings, Specifications, and Addenda issued by the State in connection with the Project and prior to the submission of the Contractor's Proposal.

Subject to Section 39, *Order of Precedence, Incorporation by Reference*, of this Contract, Contract Documents shall also consist of the Contractor's Proposal and Response, as well as any other documentation submitted by it in response to the Project (hereinafter collectively referred to as "Contractor's Proposal").

Additionally, Contract Documents shall include any subsequent amendments, change orders and any written interpretations issued as field orders by the Designer pursuant to General Conditions, Article 1.2 (DAPW 26) and all field orders for minor changes by the Designer pursuant to General Conditions, Article 12.3 (DAPW 26). Change orders and amendments shall be executed in the manner authorized by Section 35, *Merger and Modification*, of this Contract.

When applicable, Contract Documents shall include the Performance Bond and/or the Labor and Materials Payment Bond, as required by IC 4-13.6-7-6 and IC 4-13.6-7-7, and fully described and captured in the General Conditions (DAPW 26).

The Contract Documents are specifically and collectively incorporated herein by reference.

2. Duties of Contractor. The Contractor shall furnish all labor and materials, perform all of the work, and otherwise fulfill all of its obligations in conformance with the Contract Documents. These duties are described and captured in the Contract Documents. The Contractor agrees that not less than fifthteen percent (15%) of the work, measured in dollar volume, will be performed by its own forces. Any subcontractor employed for any part of this Contract awarded in excess of One Hundred Fifty Thousand Dollars ($150,000.00) shall be qualified with the State of Indiana's Public Works Division Certification Board and shall have a valid Certificate of Qualification in the prime classification of work for this Contract.

3. Consideration. All payments provided herein are subject to appropriations made and funds allocated as provided by laws of the State of Indiana. The State shall pay the Contractor for performance of this Contract in current funds as follows:

BASE BID:	**$XXXXXX.00**
ALTERNATE(S):	
TOTAL CONTRACT PRICE:	**$XXXXXX.00**

4. Term. The work to be performed under this Contract shall commence within ten (10) days of the last signatory to this Contract. The work shall be completed within **XXX** calendar days.

5. Conflict of Interest. As used in this section:

"Immediate family" means the spouse, partner, housemate or the unemancipated children of an individual, as defined by 42 Indiana Administrative Code 1-3-13.
"Interested party," means:

1. The individual executing this Contract;
2. An individual who has an ownership interest of three percent (3%) or more of the Contractor, if the Contractor is not an individual; or
3. Any member of the immediate family of an individual specified under Subdivision 1 or 2.

"State" means the Indiana Department of Administration.
"State employee" means a state employee, a special state appointee or a state officer, as defined by IC 4-2-6-1(a)(9), (a)(18) and (a)(19), respectively.

A. The Contractor covenants that it neither has, nor will it have, a direct or indirect financial interest by way of an interested party in any other contract connected or associated with this Contract. The Contractor further represents and warrants that no state employee, who is an interested party of the Contractor as sole proprietor, or who serves as an officer, director, trustee, partner or employee of the Contractor as a legal business entity, participated in any decision or vote of any kind in the award of this Contract. As such and by the execution of this Contract, the Contractor represents and warrants that the result of this Contract does not and will not create a conflict of interest under IC 4-2-6-9 or IC 4-2-6-10.5.

B. The State may cancel this Contract, without recourse by the Contractor, if an interested party is a state employee and a violation of IC 4-2-6-9 or IC 4-2-6-10.5 has occurred.

C. The State will not exercise its right of cancellation under Section B above, if the Contractor provides the State an opinion from the State Ethics Commission indicating that the existence of this Contract and the employment by the State of the interested party does not violate any statute or rule relating to ethical conduct of state employees. The State may take action, including cancellation of this Contract, consistent with an opinion of the State Ethics Commission obtained under this Section.

D. The Contractor has an affirmative obligation under this Contract to disclose to the State when an interested party is or becomes a state employee. The obligation under this section extends only to those facts that the Contractor knows or reasonably should know.

6. Licensing Standards. The Contractor and its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Contractor pursuant to this Contract. The State shall not be required to pay the Contractor for any services performed when the Contractor, its employees or

subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If licensure, certification or accreditation expires or is revoked, or if disciplinary action is taken against the applicable licensure, certification or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

7. Escrow Agreement. Contemporaneously with the execution of this Contract, the parties may provide for the escrow of retained portions of payments to the Contractor by entering into a separate Escrow Agreement, pursuant to IC 4-13.6-7, with an escrow agent described in IC 4-13.6-7-2(b). Should the Contractor elect to escrow retainage, the Escrow Agreement will become a part of this contract as if fully contained herein.

8. Contractor's Certification. The Contractor certifies that it has been pre-qualified by the State of Indiana's Public Works Division Certification Board to perform the work and furnish the services required by this Project. The Contractor further certifies that all information and documentation submitted by it in its Application for Prequalification Certification, the Contractor's Proposal and submitted in response to the Project, is true, accurate and complete as of the date of this Contract's effectiveness. The Contractor shall immediately notify the State of any material change to such information. The Contractor shall immediately notify the State if, during the course of performance of this Contract, it or any of its principals are proposed for debarment or ineligibility, or become debarred or declared ineligible, from entering into contracts with the federal government or any department, agency or political subdivision of the State.

9. Contractor Employee Drug Testing. Pursuant to IC 4-13-18, the Contractor shall implement the employee drug testing program submitted as part of its Contractor's Proposal. The State may cancel this Contract if it determines that the Contractor:

A. Has failed to implement its employee drug testing program during the term of this Contract;

B. Has failed to provide information regarding implementation of the Contractor's employee drug testing program at the request of the State; or

C. Has provided to the State false information regarding the Contractor's employee drug testing program.

10. Access to Records. The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

11. Assignment; Successors. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

12. Assignment of Antitrust Claims. As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or

may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

13. Audits. The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the Contractor to be a "vendor" for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract the Contractor shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The Contractor is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the Contractor's fiscal year. The Contractor agrees to provide the Indiana State Board of Accounts and the State an original of all financial and compliance audits. The audit shall be an audit of the actual entity, or distinct portion thereof that is the Contractor, and not of a parent, member, or subsidiary corporation of the Contractor, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State. The audit shall include a statement from the Auditor that the Auditor has reviewed this Contract and that the Contractor is not out of compliance with the financial aspects of this Contract.

If Federal Funds are involved in this Contract, the State also considers the Contractor to be a "Contractor" under 2 C.F.R. 200.330 for purposes of this Contract. However, if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 *et seq.*

14. Authority to Bind Contractor. The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

15. Changes in Work. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

16. Compliance with Laws.

A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of

this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. **If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this contract.** If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at http://www.in.gov/ig/. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44-1-3, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC §5-17-5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC §5-22-3-7:

(1) The Contractor and any principals of the Contractor certify that:

(A) The Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC §24-4.7 [Telephone Solicitation Of Consumers];
(ii) IC §24-5-12 [Telephone Solicitations]; or
(iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) The Contractor will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,

(A) Has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) Will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

17. Condition of Payment. All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of and federal, state or local statute, ordinance, rule or regulation.

18. Confidentiality of State Information. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC §4-1-10 and IC §4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

19. Continuity of Services.

A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:

1. Furnish phase-in training; and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the State's written notice:

1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and
2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

20. Debarment and Suspension.

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request,

take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

21. Default by State. If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

22. Disputes.

A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.

C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within 30 business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within 30 business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.This paragraph shall not be construed to abrogate provisions of Ind. Code 4-6-2-11 in situations where dispute

resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with Ind. Code 4-6-2-11, which requires approval of the Governor and Attorney General.

F. This paragraph shall not be construed to abrogate provisions of Ind. Code 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with Ind. Code 4-6-2-11, which requires approval of the Governor and Attorney General.

23. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of $25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

24. Employment Eligibility Verification. As required by IC §22-5-1.7, the Contractor swears or affirms under the penalties of perjury that:

A. The Contractor does not knowingly employ an unauthorized alien.

B. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

C. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

D. The Contractor shall require his/her/its subcontractors who perform work under this Contract to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

25. Employment Option. If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-competition agreements that may be in effect. This release will be at no cost to the State or the employee.

26. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

27. Funding Cancellation. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

28. Governing Law. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

29. HIPAA Compliance. If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

30. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State shall not provide such indemnification to the Contractor.

31. Independent Contractor; Workers' Compensation Insurance. The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

32. Information Technology Enterprise Architecture Requirements. If the Contractor provides any information technology related products or services to the State, the Contractor shall comply with all IOT standards, policies and guidelines, which are online at http://iot.in.gov/architecture/. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC §4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

33. Insurance

A. The Contractor and their subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.

2. Automobile liability for owned, non-owned and hired autos with minimum liability limits of $700,000 per person and $5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.

3. The Contractor shall secure the appropriate Surety or Fidelity Bond(s) as required by the state department served or by applicable statute.

4. The Contractor and their subcontractors shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC §22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.

2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.

3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.

4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.

5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

34. Key Person(s).

A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days' prior written notice.

B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

Nothing in Sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person.

Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are:

35. Merger & Modification. This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

36. Minority and Women's Business Enterprises Compliance. Award of this Contract was based, in part, on the Minority and/or Women's Business Enterprise ("MBE" and/or "WBE") participation plan. The following certified MBE or WBE subcontractors will be participating in this Contract:

MBE/WBE	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION DATE	PERCENT

Terms for participation are as provided in the Contractor's Proposal to the State's request for participation, which are described and captured in the Contract Documents.

A copy of each subcontractor agreement must be submitted to IDOA's MBE/WBE Division within thirty (30) days of the effective date of this Contract. Failure to provide a copy of any subcontractor agreement will be deemed a violation of the rules governing MBE/WBE procurement, and may result in sanctions allowable under 25 IAC 5-7-8. Failure to provide any subcontractor agreement may also be considered a material breach of this Contract. The Contractor must obtain approval from IDOA's MBE/WBE Division before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to MBE/WBE Division subcontractors under this Contract on a monthly basis. Monthly reports shall be made using the online audit tool, commonly referred to as "Pay Audit." MBE/WBE Division subcontractor payments shall also be reported to the Division as reasonably requested and in a format to be determined by Division.

37. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

38. Notice to Parties. Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to: Public Works Divisions, Director
Indiana Department of Administration
402 W Washington St Room W467
Indianapolis, IN 46204

B. Notices to the Contractor shall be sent to: **[INSERT CONTRACTOR NAME]**
[INSERT CONTRACTOR ADDRESS]

C. As required by IC 4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

39. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) the Project Bid Package, (3) attachments prepared by the State; (4) Contractor's Proposal; and (5) attachments prepared by the Contractor. All of the foregoing are incorporated fully by reference. All attachments, and all documents referred to in this paragraph are hereby incorporated fully by reference.

40. Ownership of Documents and Materials.

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor's work product during the term of this Contract.

41. Payments.

A. All payments shall be made 35 days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.

B. The State Budget Agency and the Contractor acknowledge that Contractor is being paid in advance for the maintenance of equipment and / or software. Pursuant to IC §4-13-2-20(b)(14), Contractor agrees that if it fails to perform the maintenance required under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

42. Penalties/Interest/Attorney's Fees. The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC §5-17-5, IC §34-54-8, IC §34-13-1 and IC § 34-52-2-3.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

43. Progress Reports. The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

44. Public Record. The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on its website as required by Executive Order 05-07. Use by the public of the information contained in this Contract shall not be considered an act of the State.

45. Renewal Option. This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC §5-22-17-4. The term of the renewed contract may not be longer than the term of the original contract.

46. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

47. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

48. Taxes. The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

49. Termination for Convenience. This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to the Indiana Department of Administration and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that the Indiana Department of Administration shall be deemed to be a party to this agreement with authority to terminate

the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

50. Termination for Default.

A. With the provision of thirty (30) days notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

51. Travel. No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

52. Indiana Veteran's Business Enterprise Compliance. Award of this Contract was based, in part, on the Indiana Veteran's Business Enterprise ("IVBE") participation plan. The following IVBE subcontractors will be participating in this Contract:

VBE	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION	DATE	PERCENT
N/A						

A copy of each subcontractor agreement must be submitted to IDOA within thirty (30) days of the effective date of this Contract. Failure to provide any subcontractor agreement may also be considered a material breach of this Contract. The Contractor must obtain approval from IDOA's MBE/WBE Division before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to IVBE subcontractors under this Contract on a monthly basis. Monthly reports shall be made using the online audit tool, commonly referred to as "Pay Audit." IVBE subcontractor payments shall also be reported to IDOA as reasonably requested and in a format to be determined by IDOA.

53. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

54. Work Standards. The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such reques

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Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

IN WITNESS WHEREOF, the Contractor and the State have, through their duly authorized representatives, entered into this Contract for Public Works Project Number **XXXXX**. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

XXXXXXXXXX
[Contractor]

By: _____
Printed Name: _____
Title: _____

Date: _____

Department of Administration
Public Works Division

By: _____
Director, DAPW
For IDOA Commissioner if less than $1,000,000

Date: _____

Approved by:
Department of Administration

By: _____
Jessica Robertson, Commissioner

Date: _____

Approved by:
State Budget Agency

By: _____
Brian E. Bailey, Director

Date: _____

Approved as to Form and Legality:
Form approval has been granted by the Office of the Attorney General pursuant to IC 4-13-2-14.3(e) on August 15, 2016.
FA 16-28

This Instrument was prepared by: **[INSERT NAME]** on **XX/XX/XXXX**

Legal counsel: _____ (initials)

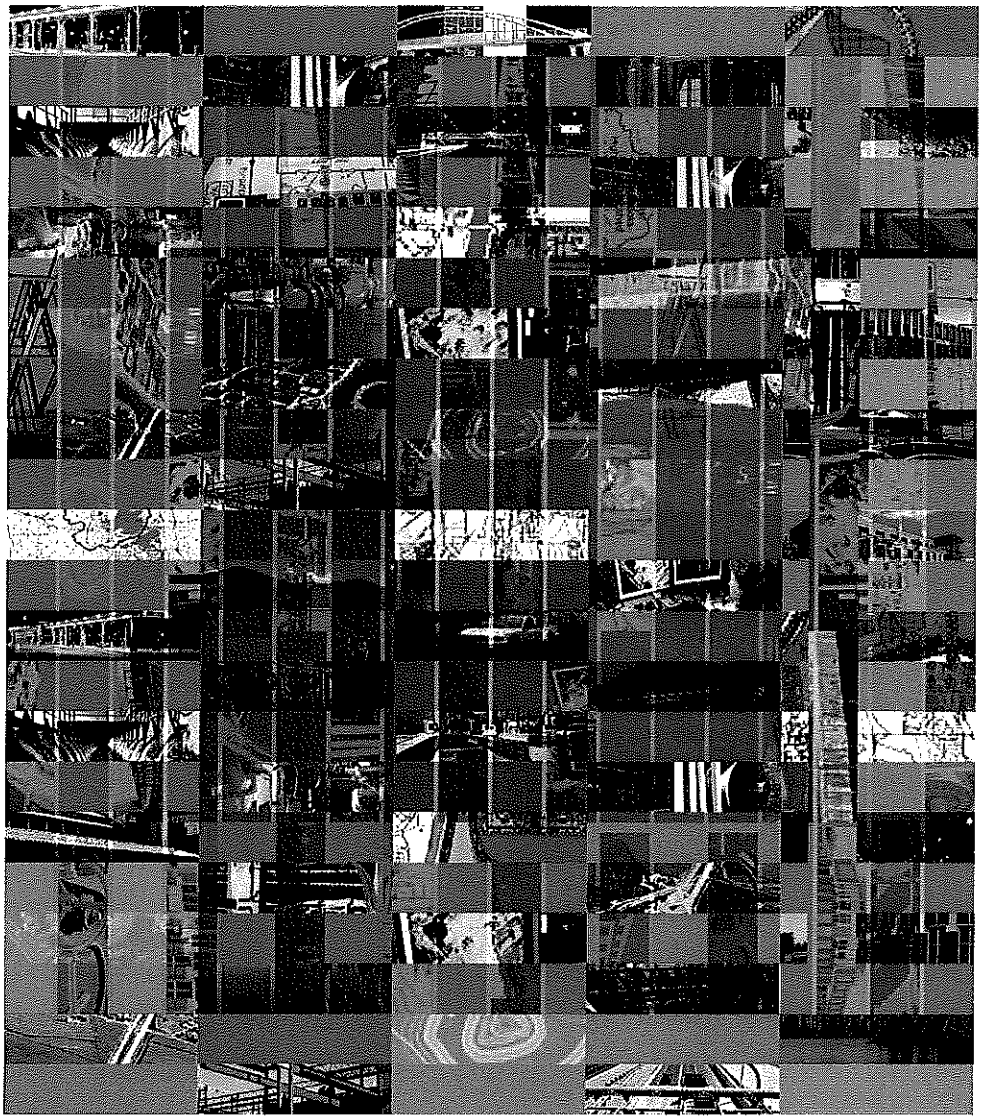
Professional

Engineering

Services

Whitewater Campground Roads Improvement

E030291-A



Technical Specifications

State of Indiana

October 21, 2016

STRAND ASSOCIATES

PLAN HOLDER: _____ Set No.: _____

PROJECT MANUAL

WHITEWATER CAMPGROUND ROADS IMPROVEMENT
CONTRACT E030291-A
STATE OF INDIANA

ANTHONY J. AKLES
REGISTERED
PE10001052
STATE OF
INDIANA
PROFESSIONAL ENGINEER

Anthony J. Akles, P.E., BCEE, ENV SP
October 27, 2016

Prepared by:

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Issued for Bid
October 21, 2016

STRAND
ASSOCIATES®

SECTION 00010

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PUBLIC WORKS PROJECT NUMBER–E030291-A
STATE OF INDIANA

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SECTION 01010

SUMMARY OF WORK

PART 1–GENERAL

1.01 DIVISION ONE

A. The requirements of Division 1 apply to all sections of the Contract(s).

1.02 PROJECT SCOPE

A. This project consists of the work associated with paving the Campground A Campsites at Whitewater State Park, Union County.

B. CONTRACTOR shall provide all items, articles, materials, operations or methods mentioned or scheduled on the Drawings or herein specified: including all labor, supervision, equipment, incidentals, taxes and permits necessary to complete the Work as described within the Contract Documents. CONTRACTOR shall install all items provided by OWNER as mentioned or scheduled on the Drawings or herein specified.

1.03 BID

A. The Base Bid shall include all work and requirements indicated by the Bidding Documents. CONTRACTOR shall not be allowed extra compensation by reason of any matter or thing concerning which CONTRACTOR could have fully informed itself prior to bidding. No verbal agreement, understanding or conversation with an agent or employee of OWNER, either before or after the execution of this contract, shall affect or modify the terms or obligations herein contained.

B. Indicate on Bid Form (DAPW 13) the amount to be added or deducted from the Base Bid for the 1 alternate.

1.04 CONTRACT DOCUMENTS–INTENT AND USE

A. Intent of Documents:
   1. Singular notations and specifications shall be considered plural where application is reasonably inferred.
   2. Mention or indication of extent of work under any division or Specification section is done only for convenience of CONTRACTOR and shall not be construed as describing all work required under that division or section.
   3. Some individual sections may contain a list of related sections. The list of related sections in individual sections is provided for the convenience of CONTRACTOR and is not necessarily all-inclusive. CONTRACTOR may not rely upon this listing for determination of scope of work. Other sections of the Specifications, not referenced in individual sections shall apply as required for proper performance of the Work.
   4. Command type sentences may be used in the Contract Documents. These sentences refer to and are directed to CONTRACTOR.
   5. Symbols for various elements and systems are shown on the Drawings. Should there be any doubt regarding the meaning or intent of the symbols used, a written interpretation shall be obtained from ENGINEER.

B. Use of Documents:
   1. CONTRACTOR shall examine all Specifications and Drawings for the Work, including those that may pertain to Work CONTRACTOR does not normally perform with its own forces.
   2. CONTRACTOR shall use all of the Project Drawings and Specifications:
      a. For a complete understanding of the Project.
      b. To determine the type of construction and systems required.
      c. For coordination with other contractors.
      d. To determine what other work may be involved in various parts or phases.
      e. To anticipate and notify others when work by others will be required.
      f. And all other relevant matters related to the project.
   3. CONTRACTOR is also bound by all requirements of the Contract Documents which are applicable to, pertain to, or affect its Work, as may be shown or inferred by the entire set of Project Drawings and Specifications.

1.05 COMMENCEMENT AND COMPLETION OF WORK

A. CONTRACTOR shall commence work within 10 days after the date of the execution of the Contract.

B. All work required by the Contract Documents shall be completed by May 15, 2017.

C. This project, or portion thereof, will not be ready for substantial completion review until test and performance evaluations are completed, all items are installed, proper paint is dry, and area is clear of construction rubbish and debris.

1.06 WORKING HOURS

A. CONTRACTOR shall perform all construction activity between sunrise and sunset and shall not be performed on Saturdays, Sundays, or during the period beginning at 12 noon on the last weekday (Monday through Friday) proceeding and continuing until Sunrise on the day following New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas, unless previous arrangements are made with OWNER. Beginning May 1, construction activity must be completed by 2 P.M. local time every Friday, unless authorized otherwise by OWNER.

B. All work performed at other times shall be only by approval from OWNER, confirmed in writing, and shall not constitute a change in the contract amount.

1.07 BUILDER'S RISK INSURANCE

A. The Builders Risk insurance requirements as specified in the General Conditions (11.2.5) are waived for this project.

1.08 SUBMISSION OF POST-BID INFORMATION

A. Submit the following information within ten days of receipt of Notice to Proceed:
   1. Designation of the work to be performed by CONTRACTOR with its own forces.
   2. A list of Subcontractors.
   3. A list of manufacturers and suppliers.
   4. Designation of the source of any fill material for the project.

1.09 CONTRACTOR USE OF SITE

A. General:
   1. The "area of the site" referred to in these Specifications shall be as shown on the Drawings. If the "area of the site" is not shown, OWNER's property lines, the Project right-of-way and/or any easements obtained for the Project shall be considered the "area of the site."
   2. Construction activities shall be confined within the "area of the site" limits.
   3. From the start of work to completion CONTRACTOR is responsible for the care of the site and the premises which are affected by operations of Work of this Contract.
   4. Except for permanent site improvements provided under the Contract, CONTRACTOR shall restore property disturbed during the Work, to the conditions which previously existed.
   5. Work in occupied spaces shall be restricted to specified Work and essential activities, such as making necessary connections and extending services or constructing temporary access ways. Such work shall be scheduled in advance with OWNER.

B. Parking and Deliveries:
   1. CONTRACTOR is responsible for control of traffic by vehicles and persons within the limits of its operations.
   2. Parking for employees, subcontractors, and agents of CONTRACTOR shall be in areas subject to approval of OWNER.
   3. Access to the site for delivery of construction material or equipment shall be subject to approval of OWNER.

1.10 EXISTING SERVICES, OVERHEAD UTILITIES, AND UNDERGROUND FACILITIES INCLUDING STRUCTURES

A. Interruption of existing services and systems including heating, ventilating, air conditioning, water, sanitary, lighting and power, signal and security systems, and similar work shall be kept to an absolute minimum and shall be limited to times approved by OWNER.

B. If deemed necessary by OWNER, such work shall be accomplished after OWNER's normal office hours.

C. Before starting excavations, CONTRACTOR shall locate existing underground utilities in all areas of the work. IUPPS does not locate facilities on DNR properties. CONTRACTOR is responsible for engaging a private utility locator to mark utilities within the project area.

D. Work shall not commence until all labor, materials and equipment are available so Work can continue without interruption or delay.

E. Should uncharted or incorrectly charted services or Underground Facilities be encountered during installation, notify OWNER and consult with utility owner immediately.

F. Cooperate with OWNER and utility companies in keeping respective services and Underground Facilities in operation and repair any damage.

G. CONTRACTOR shall not interrupt existing services and Underground Facilities occupied and used by OWNER or others, except when permitted in writing by OWNER.

H. Any accidental interruption of services and Underground Facilities shall be repaired immediately, including provision of temporary facilities until permanent repairs can be made.

I. Indiana Statute IC 8-1-26 requires, among other provisions, that before excavation or demolition begins reasonable advance notice not less than two working days but not more than twenty calendar days prior to the start of the excavation or demolition of the intent to excavate or demolish and the commencement date be provided to the owners of the Underground Facilities in and near the construction area whose facilities may be affected by the excavation or demolition. As part of this notification requirement, CONTRACTOR shall contact Indiana Underground Plant Protection Service (IUPPS) (811). CONTRACTOR shall be aware that not all owners participate in the Indiana Underground Plant Protection Service (IUPPS) program. A call to this agency shall not absolve CONTRACTOR of the requirements of this statute. CONTRACTOR shall comply with all other provisions of the statute though not enumerated herein.

J. Locations and elevations of services and Underground Facilities as shown on the Drawings are approximate. It shall be CONTRACTOR's responsibility to determine their exact location when in their vicinity. To this end, CONTRACTOR shall proceed with caution in the excavation and preparation of the Site so the exact location of services and Underground Facilities can be determined. CONTRACTOR shall include in the Contract Price any costs for temporary or permanent relocations of such services and Underground Facilities required to complete the Work unless specifically indicated otherwise in the Specifications.

K. Where potential grade conflicts might occur with existing services and Underground Facilities, CONTRACTOR shall uncover such services and Underground Facilities sufficiently in advance of construction so that elevations may be determined to allow any necessary adjustments to be made.

L. CONTRACTOR shall coordinate with overhead utility companies prior to the Work. CONTRACTOR shall provide all necessary temporary and permanent support relocation or temporary and permanent restraint to maintain overhead utilities in service.

M. CONTRACTOR shall keep an accurate and complete record of all such services and Underground Facilities encountered and shall provide OWNER a copy of this record. The record shall include a description of the item encountered, opinion as to conditions, and adequate measurements and depths so that the item can be located in the future.

N. CONTRACTOR shall inspect all services and Underground Facilities for condition and soundness. Unsound conditions shall be reported to OWNER immediately after exposing. CONTRACTOR shall not proceed with the Work until the service or facility owner has been notified. Service or facility owner shall then be given time to inspect and correct, if required, the service or Underground Facility.

O. Any additional costs incurred because of failure of CONTRACTOR to report the condition of any and all existing services and Underground Facility encountered shall be paid for by CONTRACTOR.

P. Whenever ENGINEER feels it is necessary to explore and excavate to determine the location of existing services and Underground Facilities, CONTRACTOR shall make explorations and excavations for such purposes. If CONTRACTOR is required to perform

additional Work in making the explorations and excavations, extra compensation will be allowed as provided for in the General Conditions.

1.11 PROTECTION OF WORK AND IMPROVEMENTS

A. CONTRACTOR shall protect the property of OWNER, existing improvements, and the Work installed by CONTRACTOR and others from abuse, damage, dust, debris, and other objectionable materials resulting from construction activities.

B. CONTRACTOR shall provide suitable covers, partitions, or other dust and fume containment devices to suit construction operations.

C. CONTRACTOR shall keep property, existing improvements and the Work, including structures, mains, fittings and accessories free from dirt and foreign matter at all times.

D. CONTRACTOR shall provide temporary plugging of openings, holes and pipe ends that are existing or that CONTRACTOR has installed.

E. Property, improvements and Work damaged by CONTRACTOR shall be repaired or replaced by CONTRACTOR to the satisfaction of OWNER.

F. CONTRACTOR shall power wash any mechanical equipment or vehicle to be used on the job site to remove all mud and debris prior to unloading on the site. This is necessary to prevent contamination by invasive species seeds that may be attached to the equipment.

1.12 ROADWAY PROTECTION

A. CONTRACTOR shall, at its expense, be responsible to repair, to pre-construction conditions, any and all damage to the property's roads and drainage structures, caused by its equipment and/or personnel.

B. The ingress and egress to the project site shall be approved by the Designer.

1.13 PRECONSTRUCTION VIDEO TAPING

A. Prior to mobilization at the site, CONTRACTOR shall furnish to OWNER and ENGINEER a high resolution color audio-video DVD recording of all planned construction areas, including but not limited to roads and visible utilities. The purpose of the video taping is to document existing conditions and to provide a fair measure of required restoration. Care should be taken to record all existing conditions which exhibit deterioration, imperfections, structural failures or situations that would be considered substandard. The DVDs shall include an audio soundtrack to provide a detailed description of location being viewed referenced to Contract Drawings (i.e., campsite number, etc.). The direction of camera view, date, time, temperature and the environmental conditions at time of taping shall be provided. Taping shall not be performed during inclement weather or when the ground is covered partially or totally with snow, ice, leaves, etc. Submit one copy of the video taping to OWNER and ENGINEER accompanied with a detailed log of the contents of each DVD. The log should include location descriptions to facilitate the quick location of information contained the DVDs. Upon final acceptance, the DVDs will become permanent property of OWNER. Costs for the preconstruction video taping shall be included in CONTRACTOR's lump sum bid.

1.14 AVAILABILITY OF LANDS

A. Easements were not obtained for this Project. CONTRACTOR shall confine its operations, equipment and storage areas to the easements, lands and rights-of-way in which the Project is to be located. CONTRACTOR may enter into written agreements with property owners for use of other lands during construction. Copies of such agreements shall be provided to OWNER.

1.15 SUBSTITUTIONS

A. Substitutions shall be made in accordance with the requirements of Article 7 of the General Conditions.

1.16 ARCHEOLOGICAL AND HISTORICAL ARTIFACTS

A. If any objects are uncovered during construction which could possibly be of aracheological or historical importance, this shall be immediately reported to OWNER. Work at that spot shall not proceed further until OWNER has evaluated the object and the area where it was found and approved continuation of the work.

B. If any construction time is lost due to such objects being found, an equal number of calendar days will be added to the project completion time given in the specifications.

1.17 SITE ACCESS PRIOR TO BIDDING

A. Bidders may obtain access to the construction site, for on-site inspection prior to bidding at the prebid meeting as indicated in the Notice to Bidders.

On-site Whitewater State Park Personnel are:

Contact:	Scott Crossley, Property Manager	765-647-2657
	Steven DeLorenzo, Assistant Property Manger	765-458-5565

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01019

CONTRACT CONSIDERATIONS

PART 1–GENERAL

1.01 SUMMARY

A. Work Included: Measurement and Payment–Lump Sum.

1.02 MEASUREMENT AND PAYMENT–LUMP SUM

A. Payment for Lump Sum projects will be based on the accepted schedule of values for the project.

B. No separate measurement for payment will be performed for Lump Sum Work.

C. CONTRACTOR shall estimate percentage of Work completed. ENGINEER will review CONTRACTOR's estimate of quantity of Work completed.

D. Payment will be made based on the percentage of the Contract completed less retainage and/or liquidated damages.

E. Unless noted otherwise, all Work described in the Specifications and/or shown on the Drawings shall be included in the Lump Sum Bid.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01020

ALLOWANCES

PART 1–GENERAL

1.01 REMEDIATION ALLOWANCE

A. CONTRACTOR shall include an allowance of $20,000 in the Base Bid for remediation of unforeseen constraints. This amount shall be included as a separate item in the Schedule of Values adding up to the total bid price.

B. Such constraints may include but are not necessarily limited to unforeseen subsurface conditions particular to this construction site; improperly recorded or unrecorded physical properties and conditions at the site; obstruction of or delays to reasonable work sequences by the Property, or OWNER; uncommon adverse weather or site conditions; and conflict within or omissions from the Contract Documents.

C. All remediation work shall be proposed to and authorized by the Director of Department of Natural Resources, Engineering Division prior to execution, jointly documented by CONTRACTOR and Designer, and recorded in CONTRACTOR's record drawings and Designer's project record documents.

D. If any portion of the allowance is not used during the project, that portion will revert to OWNER and will not be included in CONTRACTOR's final payment.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01039

COORDINATION, FIELD ENGINEERING, AND MEETINGS

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
   1. Coordination.
   2. Field engineering.
   3. Progress meetings.

1.02 COORDINATION

A. CONTRACTOR shall coordinate scheduling, submittals, and work of the various sections of the work to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

B. CONTRACTOR shall coordinate completion and cleanup of Work of separate sections in preparation for substantial completion and for portions of Work designated for OWNER's occupancy.

C. After OWNER occupancy of premises, CONTRACTOR shall coordinate access to Site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of OWNER's activities.

1.03 FIELD ENGINEERING

A. CONTRACTOR shall locate and protect property stakes, legal survey monuments, benchmarks, and survey control and reference points. CONTRACTOR shall pay for replacement of disturbed property stakes and legal survey monuments by a Registered Land Surveyor acceptable to OWNER and for replacement of benchmarks and survey control and reference points provided by ENGINEER.

B. CONTRACTOR shall provide field engineering services as required to establish elevations, lines, and levels, utilizing recognized engineering survey practices.

C. CONTRACTOR shall furnish all required plummets and graduated poles to check all Work.

D. If stakes and boards have to be reset because of negligence of CONTRACTOR, CONTRACTOR shall bear the cost of such work.

E. If existing property stakes, not within the limits of the trench, are removed or damaged by CONTRACTOR, CONTRACTOR shall bear the cost of replacement. Replacement shall be made by a legal survey performed by a licensed Land Surveyor hired by OWNER. Cost for survey shall be deducted from the Contract Price.

F. CONTRACTOR shall be responsible for all lines, elevations, and measurements of buildings, structures, piping, utilities, and other work executed by CONTRACTOR under the Contract. CONTRACTOR must exercise proper precaution to verify figures before

laying out the Work, and will be held responsible for any error resulting from its failure to exercise such precaution.

1.04 PROGRESS MEETINGS

A. Progress meetings will be held throughout progress of the Work at intervals agreed to by OWNER, ENGINEER, and CONTRACTOR. Interval will generally be monthly.

B. CONTRACTOR's project manager, job superintendent, major subcontractors and suppliers shall attend as appropriate to address agenda topics for each meeting. CONTRACTOR's representatives shall have authority to bind CONTRACTOR to decisions at the meetings.

C. The project schedule shall be updated monthly and shall be reviewed at each progress meeting. CONTRACTOR shall provide the following information in written form at each meeting.
   1. Construction progress, including:
      a. Activities completed this reporting period.
      b. Activities in progress this reporting period.
      c. Activities scheduled to commence this reporting period.
   2. Description of problem areas.
   3. Current and anticipated delays.
      a. Cause of the delay.
      b. Corrective action and schedule adjustments to correct the delay.
      c. Impact of the delay on other activities, on milestones, and on completion dates.
   4. Changes in construction sequence.

D. ENGINEER will prepare and distribute minutes to all attending parties.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01060

REGULATORY REQUIREMENTS

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
   1. OSHA Requirements.
   2. Roadway Limits.
   3. Permits.

1.02 OSHA REQUIREMENTS

A. All work including site safety, equipment, materials, and fabricated items provided under the Contract shall comply with the provisions of the "Occupational Safety and Health Act."

B. CONTRACTOR shall comply with IOSHA regulations 29CFR 1926 Subpart P. Cost of complying with trench safety systems shall be incorporated into the principal items of associated Work.

1.03 ROADWAY LIMITS

A. CONTRACTOR shall comply with roadway weight restrictions including seasonal weight restrictions.

1.04 PERMITS

A. The following permit was obtained by OWNER: Rule 5 Erosion Control Plan Permit. The permit is included as an attachment to this division.

B. CONTRACTOR shall comply with all provisions of this permit and shall be responsible for notifications as required by this permit. CONTRACTOR shall obtain all other permits required for the Work. Where the requirements of any permit is more restrictive than the Drawings or the Specifications, the permit requirements shall govern.

C. Any permits required for dewatering operations shall be obtained and paid for by CONTRACTOR.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01090

REFERENCE STANDARDS AND DEFINITIONS

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
   1. Reference Standards:
      a. Throughout the Contract Documents, reference is made to codes and standards which establish qualities and types of workmanship and materials, and which establish methods for workmanship and materials, and which establish methods for testing and reporting on the pertinent characteristics.
      b. Where materials or workmanship are required by these Contract Documents to meet or exceed the specifically named code or standard, it is CONTRACTOR's responsibility to provide materials and workmanship which meet or exceed that specifically named code or standard.
      c. It is also CONTRACTOR's responsibility, when so required by the Contract Documents, to deliver to ENGINEER all required proof that the material or workmanship, or both, meet or exceed the requirements of the specifically named code or standard.
   2. Definitions:
      a. A substantial amount of specification language constitutes definitions for terms found in other Contract Documents, including the Drawings which must be recognized as diagrammatic in nature and not completely descriptive of requirements indicated thereon.
      b. Certain terms used in the Contract Documents are defined generally in this section to supplement definitions of the Agreement, General Conditions, Supplementary Conditions, and other general contract documents.
      c. Definitions and explanations of this section are not necessarily either complete or exclusive, but are general for the Work.

B. Related Work Described Elsewhere: The specific naming of codes or standards occurs on the Drawings and in other sections of these Specifications.

1.02 QUALITY ASSURANCE

A. Familiarity with Pertinent Codes and Standards:
   1. It is CONTRACTOR's responsibility to verify the requirements of the specifically named codes and standards and to verify that the items procured for use in this Work meet or exceed the specified requirements.
   2. When required by individual sections of these specifications, CONTRACTOR shall obtain a copy of each pertinent code or standard and maintain the copies at the job site during submittals, planning, and progress of the Work until Substantial Completion of the Work is attained.

B. Overlapping or Conflicting Requirements:
   1. Where compliance with two or more industry standards or sets of requirements are specified, and the overlapping of those standards or requirements establishes different or conflicting minimums or levels of quality, the most stringent requirement (which is

generally recognized to be also most costly) is intended and will be enforced, unless more detailed language written directly into Contract Documents clearly indicates that a less stringent requirement is acceptable.

2. Refer all uncertainties to ENGINEER for decision before proceeding.

1.03 REFERENCE STANDARDS

A. Applicable standards of the construction industry are made a part of the Contract Documents by reference as if copied directly into the Contract Documents, or as if published copies were bound herewith. See Article 3.02 of the General Conditions for additional provisions regarding references.

B. Standards referenced directly in the Contract Documents or by governing regulation, have precedence over nonreferenced standards which are recognized in industry for applicability to the Work.

C. Nonreference standards are hereby defined to have no particular applicability to the work except as a general measurement of whether the Work complies with standards recognized in the construction industry.

D. Reference standards and codes listed in these specifications may include, but are not necessarily limited to, standards or codes published by the following agencies and organizations:

1. AA — Aluminum Association
   1525 Wilson Boulevard, Arlington, VA 22209

2. AAMA — American Architectural Manufacturer's Association
   1827 Walden Office Square Suite 550, Schaumberg, IL 60173-4268

3. AASHTO — American Association of State Highway & Transportation Officials
   444 North Capitol Street NW Suite 249, Washington, DC 20001

4. ACI — American Concrete Institute
   38800 Country Club Drive, Farmington Hills, MI 48331-3439

5. AI — Asphalt Institute
   2696 Research Park Drive, Lexington, KY 40511-8480

6. AISC — American Institute of Steel Construction
   One East Wacker Drive Suite 700, Chicago, IL 60601-1802

7. AISI — American Iron and Steel Institute
   25 Massachusetts Avenue NW Suite 800, Washington, DC 20001

8. ANSI — American National Standards Institute
   25 West 43rd Street, New York, NY 10036

9. APA — American Plywood Association
   7011 South 19th, Tacoma, WA 98466-5333

10. API	American Petroleum Institute 1220 L Street NW, Washington, DC 20005-4070
11. ARI	Air-Conditioning & Refrigeration Institute 4100 North Fairfax Drive Suite 200, Arlington, VA 22203
12. ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers 1791 Tullie Circle NE, Atlanta, GA 30329
13. ASME	American Society of Mechanical Engineers Two Park Avenue, New York, NY 10016-5990
14. ASSE	American Society of Sanitary Engineering 901 Canterbury Suite A, Westlake, OH 44145
15. ASTM	ASTM International 100 Barr Harbor Drive, West Conshohoken, PA 19428-2959
16. AWI	Architectural Woodwork Institute 46179 Westlake Drive Suite 120, Potomac Falls, VA 20165-5874
17. AWPA	American Wood Protection Association P.O. Box 361784, Birmingham, AL 35236-1784
18. AWS	American Welding Society 8669 Doral Boulevard Suite 130, Doral, FL 33166
19. AWWA	American Water Works Association 6666 West Quincy Avenue, Denver, CO 80235
20. BHMA	Builder's Hardware Manufacturers Association 355 Lexington Avenue 15th floor, New York, NY 10017
21. BIA	Brick Industry Association 1850 Centennial Park Drive Suite 301, Reston, VA 20191
22. CRSI	Concrete Reinforcing Steel Institute 9333 North Plum Grove Road, Schaumburg, IL 60173
23. EJMA	Expansion Joint Manufacturers Association 25 North Broadway, Tarrytown, NY 10591
24. FM	FM Global FM Global Corporate Offices, 270 Central Avenue, Johnston, RI 02919
25. FTI	Facing Tile Institute Box 8880, Canton, OH 44711

26. GA	Gypsum Association 6525 Belcrest Road Suite 480, Hyattsville, MD 20782
27. GANA	Glass Association of North America 800 SW Jackson Street Suite 1500, Topeka, KS 66612-1200
28. ICC	International Code Council 500 New Jersey Avenue NW 6th Floor, Washington, DC 20001
29. IES	Illuminating Engineering Society 120 Wall Street, Floor 17, New York, NY 10005-4001
30. MIL	Military Specifications Naval Publications and Forms Center 5801 Tabor Avenue, Philadelphia, PA 19120
31. NAAMM	National Association of Architectural Metal Manufacturers 800 Roosevelt Road Building C Suite 312, Glen Ellyn, IL 60137
32. NCMA	National Concrete Masonry Association 13750 Sunrise Valley Drive, Herndon, VA 20171-4662
33. NECA	NECA National Electrical Contractors Association 3 Bethesda Metro Center Suite 1100, Bethesda, MD 20814
34. NEMA	National Electrical Manufacturers Association 1300 North 17th Street Suite 1752, Rosslyn, VA 22209
35. NFPA	National Fire Protection Association 1 Batterymarch Park, Quincy, MA 02169-7471
36. NIST	National Institute of Standards and Technology (U.S. Department of Commerce), 100 Bureau Drive, Stop 1070 Gaithersburg, MD 20899-1070
37. NRCA	National Roofing Contractors Association 10255 West Higgins Road Suite 600, Rosemont, IL 60018-5607
38. NSF	National Sanitation Foundation International P.O. Box 130140, 789 North Dixboro Road, Ann Arbor, MI 48113-0140
39. OSHA	Occupational Safety & Health Administration 200 Constitution Avenue NW, Washington, DC 20210
40. PCA	Portland Cement Association 5420 Old Orchard Road, Skokie, IL 60077
41. PCI	Prestressed Concrete Institute 200 West Adams Street Suite 2100, Chicago, IL 60606

42. SAE — Society of Automotive Engineers
SAE World Headquarters
400 Commonwealth Drive, Warrendale, PA 15096-0001

43. SDI — Steel Deck Institute
P.O. Box 25, Fox River Grove, IL 60021

44. SDI — Steel Door Institute
30200 Detroit Road, Westlake, OH 44145-1987

45. SIGMA — Sealed Insulating Glass Manufacturers Assoc.
401 North Michigan Avenue Suite 2400, Chicago, IL 60611

46. SJI — Steel Joist Institute
234 Cheves Street, Florence, SC 29501

47. SMACNA — Sheet Metal and Air Conditioning
Contractor's National Association
4201 Lafayette Center Drive, Chantilly, VA 20151-1219

48. SSPC — Society for Protective Coatings
40 24th Street 6th Floor, Pittsburgh, PA 15222-4656

49. TCA — Tile Council of America
100 Clemson Research Boulevard, Anderson, SC 29625

50. UL — Underwriters Laboratories
333 Pfingston Road; Northbrook, IL 60062

1.04 SUBMITTALS

A. For OWNER's records, CONTRACTOR shall submit copies of permits, licenses, certifications, inspection reports, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

1.05 DEFINITIONS

A. Indicated:
1. The term "indicated" is a cross-reference to details, notes, or schedules on the drawings, to other paragraphs or schedules in the specifications and to similar means of recording requirements in the Contract Documents.
2. Where terms such as "shown," "noted," "scheduled," and "specified" are used in lieu of "indicated", it is for the purpose of helping the reader locate cross-reference, and no limitation is intended except as specifically noted.

B. Approve (or Words of Similar Nature):
1. Where used in conjunction with ENGINEER's response to submittals, requests, applications, inquiries, reports, and claims by CONTRACTOR, the meaning of the term "approve" will be held to the limitation of ENGINEER's responsibilities and duties as specified in Paragraph 1.02.B.1. of the General Conditions.

2. In no case will "approval" by ENGINEER be interpreted as a release of CONTRACTOR from responsibility to fulfill requirements of the Contract Documents.

C. Minimum Requirements:
   1. Indicated requirements are for a specific minimum acceptable level of quality or quantity, as recognized in the industry.
   2. Actual work must comply with (or within specified tolerances) or exceed minimums.
   3. CONTRACTOR shall refer uncertainties to ENGINEER before proceeding.

D. Abbreviations: Abbreviations, where not defined in the Contract Documents, will be interpreted to mean the normal construction industry terminology.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
   1. Whenever possible throughout the Contract Documents, the minimum acceptable quality of workmanship and materials has been defined either by manufacturer's name and catalog number or by reference to recognized industry standards.
   2. To facilitate CONTRACTOR's understanding of the design intent, procedures have been established for advance submittal of design data and for its review or rejection by ENGINEER.
   3. The type of submittal requirements specified in this section include progress schedule, shop drawings, product data, samples, and other miscellaneous work related submittals.

B. Related work described elsewhere: More detailed requirements for submittals are described in other sections of these specifications for some materials and equipment. They are to be considered additional requirements to supplement the requirements specified in this section.

1.02 IDENTIFICATION OF SUBMITTALS

A. CONTRACTOR shall completely identify each submittal and resubmittal by showing at least the following information:
   1. Name and address of submitter, plus name and telephone number of the individual who may be contacted for further information.
   2. Name and location of project and identification number.
   3. Drawing number and specifications section number to which the submittal applies.
   4. Include the date of each submittal or resubmittal.

1.03 GROUPING OF SUBMITTALS

A. Unless otherwise specifically permitted by ENGINEER, CONTRACTOR shall make all submittals in groups containing all associated items so that information is available for checking each item when it is received.

B. Partial submittals may be rejected as not complying with the provisions of the Contract Documents.

1.04 TIMING OF SUBMITTALS

A. CONTRACTOR shall make all submittals far enough in advance of scheduled dates of installation to provide required time for reviews, for securing necessary approval, for possible revision and resubmittal, and for placing orders and securing delivery.

B. The review period for submittals that are received after 3 P.M. shall commence on the following business day.

1.05 CONSTRUCTION PROGRESS SCHEDULE

A. Submit initial schedule in duplicate within 10 days after date of OWNER-CONTRACTOR Agreement.

B. Revise and resubmit as required.

C. Submit revised schedules with each Application for Payment, identifying changes since previous version.

D. Submit a horizontal bar chart with separate line for each major portion of Work or operation, identifying first workday of each week.

E. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.

F. Indicate estimated percentage of completion for each item of Work at each submission.

G. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates.

1.06 SHOP DRAWINGS

A. Shop drawings shall include specially prepared technical data for this project including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements, and similar information not in standard printed form for general application to a range of similar projects. Shop drawings shall be submitted for all manufactured or fabricated items. See individual technical sections for special requirements.

B. CONTRACTOR shall make all shop drawings accurately to scale and sufficiently large to show all pertinent aspects of the item and its method of connection to the work.

C. Shop drawings shall be checked, approved, and stamped by CONTRACTOR in accordance with the General Conditions before transmittal to ENGINEER for review and approval.

D. Complete shop drawings and descriptive data shall be submitted on all manufactured or fabricated items prior to 25% completion of the Work. Applications for payment beyond 25% of the Contract amount will not be recommended for payment until all shop drawings are submitted, including the required hard copies, or a revised schedule for any remaining submittals is agreed to by OWNER and ENGINEER.

E. CONTRACTOR shall submit shop drawings following the procedure described below. Except as noted, six color copies of shop drawings and descriptive data shall be submitted to ENGINEER for approval. Three copies of these will be returned to CONTRACTOR if approved. If shop drawings are not approved or if they are stamped "Approved as Noted-Resubmit," two corrected copies will be returned to CONTRACTOR for use in resubmittal. If CONTRACTOR desires more than three approved copies, submitted quantity shall be increased accordingly.

F. Shop drawings shall be submitted in 3-tab report covers, binder clips, or large envelopes.

G. Shop drawings submitted to ENGINEER will be reviewed and stamped "Approved," "Approved as Noted," "Approved as Noted-Resubmit," or "Not Approved." CONTRACTOR shall resubmit the above number of corrected shop drawings for all shop drawings stamped "Approved as Noted-Resubmit" and "Not Approved" and will continue this process until shop drawings are stamped "Approved" or "Approved as Noted." If drawings are stamped "Approved as Noted-Resubmit," fabrication may proceed in accordance with the marked-up shop drawings. Installation shall not proceed until shop drawings have been resubmitted and stamped "Approved" or "Approved as Noted."

H. If shop drawings are stamped "Approved as Noted" or "Approved as Noted-Resubmit" and CONTRACTOR does not agree with revisions or cannot conform with revisions, fabrication shall not proceed and shop drawings shall be resubmitted with explanation of CONTRACTOR's position.

I. All shop drawings used for construction site activities shall bear the "Approved" or "Approved as Noted" stamp of ENGINEER.

J. Arrangements may be made between CONTRACTOR and ENGINEER to provide additional copies of "Approved" shop drawings for field activity purposes.

1.07 PRODUCT DATA

A. CONTRACTOR shall provide product data as required to supplement shop drawings.

B. Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by CONTRACTOR to illustrate a material, product, or system for some portion of the work.

C. CONTRACTOR shall collect required product data into one submittal for each unit of work or system.

D. CONTRACTOR shall include manufacturer's standard printed recommendations for application and use, compliance with standards, performance characteristics, wiring and piping diagrams and controls, component parts, finishes, dimensions, required clearances, and other special coordination requirements.

E. CONTRACTOR shall mark each copy of standard printed data to identify pertinent products, models, options, and other data.

F. CONTRACTOR shall supplement manufacturer's standard data to provide information unique to the work.

1.08 RESUBMISSION REQUIREMENTS

A. Make any corrections or changes in the submittals required by ENGINEER.

B. Shop Drawings and Product Data:
   1. Revise initial drawings or data and resubmit as specified for initial submittal.
   2. Itemize in a cover letter any changes which have been made other than those requested by ENGINEER.

1.09 MANUFACTURER'S DIRECTIONS

A. Manufactured articles, materials, and equipment shall be stored, commissioned, operated, applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer, unless specified to the contrary.

B. Wherever specifications call for work to be performed or materials to be installed in accordance with the manufacturer's printed instructions or directions, CONTRACTOR shall furnish copies as required for shop drawings of those instructions or directions to ENGINEER before installing the material or performing the work.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01400

QUALITY CONTROL

PART 1–GENERAL

1.01 SUMMARY

A. Work Includes:
   1. Quality Assurance–Control of Installation.
   2. Tolerances.

1.02 QUALITY ASSURANCE–CONTROL OF INSTALLATION

A. CONTRACTOR shall monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.

B. CONTRACTOR shall comply with manufacturers' instructions, including each step in sequence.

C. Should manufacturers' instructions conflict with Contract Documents, CONTRACTOR shall request clarification from ENGINEER before proceeding.

D. CONTRACTOR shall comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Work shall be performed by persons qualified to produce workmanship of specified quality.

F. CONTRACTOR shall secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.03 TOLERANCES

A. CONTRACTOR shall monitor tolerance control of installed products to produce acceptable work and shall not permit tolerances to accumulate.

B. CONTRACTOR shall comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from ENGINEER before proceeding.

C. CONTRACTOR shall adjust products to appropriate dimensions; position before securing products in place.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01500

TEMPORARY FACILITIES

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
   1. Temporary utilities.
   2. Temporary support facilities.
   3. Removal of temporary facilities.

B. CONTRACTOR shall arrange for and provide temporary facilities as required for proper and expeditious prosecution of the Work.

C. CONTRACTOR shall pay all costs, except as otherwise specified, until final acceptance of the Work unless OWNER makes arrangements for use of completed portions of the Work after substantial completion in accordance with the provisions of the General Conditions.

D. CONTRACTOR shall make all temporary connections to utilities and services in locations acceptable to OWNER and local authorities having appropriate jurisdiction.
   1. Furnish all necessary labor and materials.
   2. Make all installations in a manner subject to the acceptance of such authorities and OWNER.
   3. Maintain such connections.
   4. Remove temporary installation and connection when no longer required.
   5. Restore services and sources of supply to proper operating conditions.

1.02 TEMPORARY UTILITIES

A. Temporary Toilets: CONTRACTOR shall provide and maintain sanitary temporary chemical toilets located where approved by OWNER and in sufficient number required for the work force employed by CONTRACTOR.

B. Temporary Electrical Services:
   1. CONTRACTOR shall make all necessary arrangements, furnish, install, and maintain necessary temporary electrical services at the Site. CONTRACTOR shall remove all temporary services when Project is complete.
   2. All utility charges for installation of the temporary services shall be paid for by CONTRACTOR. All metering installation charges and all energy charges for electric current used for temporary lighting and power are to be paid by CONTRACTOR.
   3. No permanent electrical equipment or wiring shall be used without express written permission of OWNER. Such approval, if given, shall not affect guarantee period. If OWNER authorizes use of permanent service facilities, CONTRACTOR shall pay all metering costs until acceptance or occupancy (whichever occurs first) by OWNER.

C. Weather Protection and Temporary Heat: CONTRACTOR shall provide weather protection to protect the Work from damage because of freezing, rain, snow, and other inclement weather.

D. Temporary Water: CONTRACTOR shall supply its own water during construction. CONTRACTOR shall also provide its own piping, valves, and appurtenances for its requirements. Connection to the existing water system shall be coordinated with OWNER and shall meet all code requirements including disinfection and backflow prevention.

E. Temporary Fire Protection: CONTRACTOR and Subcontractor(s) who maintain or provide an enclosed shed or trailer shall provide and maintain in operating order in each shed or trailer a minimum of one fire extinguisher. More extinguishers shall be provided as necessary. Fire extinguishers shall be minimum dry chemical, nonfreezing-type, UL rating 2A-30BC, with 10-pound capacity for Class A, B, and C fires.

F. CONTRACTOR's and Subcontractor(s)' personnel shall refrain from smoking during excavation, laying pipe, backfilling, and other work at the Site which may involve potential contact with explosive vapors or gasoline products.

1.03 TEMPORARY SUPPORT FACILITIES

A. CONTRACTOR shall provide whatever facilities and services which may be needed to properly support primary construction process and meet compliance requirements and governing regulations.

B. CONTRACTOR shall not use permanent facilities except as otherwise indicated, unless authorized by OWNER.

1.04 REMOVAL OF TEMPORARY FACILITIES

A. Remove temporary materials, equipment, services, and construction as soon as practicable but no later than just prior to substantial completion inspection.

B. Clean and repair damage caused by installation or use of temporary facilities and restore existing facilities used during construction to specified, or to original, condition.

C. Minor temporary facilities which interfere with OWNER's operations shall be removed at the end of each Work period.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01560

TEMPORARY CONTROLS

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
   1. Dust Control.
   2. Water, Erosion, and Sediment Control.
   3. Noise Control.
   4. Traffic Control.
   5. Site Security.
   6. Daily Cleanup.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

3.01 DUST CONTROL

A. CONTRACTOR shall execute the Work by methods to minimize raising dust from construction operations.

B. CONTRACTOR shall provide positive means to prevent air-borne dust from dispersing into atmosphere.

3.02 WATER, EROSION, AND SEDIMENT CONTROL

A. CONTRACTOR shall grade site to drain and shall maintain excavations free of water. Provide, operate, and maintain pumping equipment.

B. CONTRACTOR shall protect Site from puddling or running water.

C. CONTRACTOR shall provide erosion control measures as necessary to control discharge of sediment laden water to surface waters and wetlands.

D. Except as provided for in the document, overland discharge of water from dewatering operations shall not be allowed. Depending on water quality, such water shall either be piped directly to the surface water or shall be directed to sedimentation basins or other such structures or features prior to discharge to surface waters so as not to cause damage to existing ground and improvements, erosion, or deposition in the discharge area.

E. CONTRACTOR shall use jute or synthetic netting, straw wattles, straw bales, dikes, gravel filter bags, channels, and other applicable measures to prevent erosion of soils disturbed by its construction operation.

F. Restoration of the Site shall proceed concurrently with the construction operation. See Drawings and Specifications for erosion control measures in addition to that which may be required above.

G. Erosion control measures shall comply with 327 IAC 15-5.

3.03 NOISE CONTROL

A. Provide methods, means, and facilities to minimize noise produced by construction operations.

3.04 TRAFFIC CONTROL

A. CONTRACTOR shall be responsible for providing all signs, barricades, flagmen and other traffic control devices in the construction zone.

B. All traffic control measures shall meet the requirements of the Manual on Uniform Traffic Control Devices of the State of Indiana.

C. Do not close or obstruct roadways without approval of OWNER.

D. Maintain one-way traffic on streets at all times.

E. Conduct operations with minimum interference to roadways.

3.05 SITE SECURITY

A. CONTRACTOR shall have the sole responsibility of safeguarding the Site perimeter to prevent unauthorized entry to the Site throughout the duration of the Project. CONTRACTOR shall at all times provide such permanent and temporary fencing or barricades or other measures as may be necessary to restrict unauthorized entry to its construction area including construction in public rights-of-way or easements. Site security measures shall include safeguards against attractive nuisance hazards as a result of construction activity.

B. CONTRACTOR shall at all times be responsible for the security of the Work including materials and equipment. OWNER will not take any responsibility for missing or damaged equipment, tools, or personal belongings. CONTRACTOR shall have the sole responsibility of safeguarding the Work and the Site throughout the duration of the Project.

3.06 DAILY CLEANUP

A. CONTRACTOR shall clean up the Site and remove all rubbish on a daily basis.

B. CONTRACTOR shall clean up public streets and highways and remove any dirt, mud or other materials due to project traffic on daily basis and shall comply with all local and state ordinances and permit requirements.

END OF SECTION

SECTION 01600

MATERIALS AND EQUIPMENT

PART 1–GENERAL

1.01 SUMMARY

A. Work Included: CONTRACTOR shall be responsible for the delivery, handling, storage and protection of all material and equipment required to complete the Work as specified herein.

B. Related Sections and Divisions: Specific requirements for the handling and storage of material and equipment are described in other sections of these Specifications.

1.02 PRODUCTS

A. Components required to be supplied in quantity within a Specification section shall be the same, and shall be interchangeable.

B. When any construction deviations from the Drawings and/or Specifications necessary to accommodate equipment supplied by CONTRACTOR, result in additional costs to CONTRACTOR or other contractors, such additional costs shall be borne by CONTRACTOR. CONTRACTOR shall also pay any additional costs necessary for revisions of Drawings and/or Specifications by ENGINEER.

1.03 TRANSPORTATION AND HANDLING

A. Materials, products and equipment shall be properly containerized, packaged, boxed, and protected to prevent damage during transportation and handling.

B. CONTRACTOR shall not overload any portion of the structure in the transporting or storage of materials.

C. CONTRACTOR shall not damage other construction by careless transportation, handling, spillage, staining or impact of materials.

D. CONTRACTOR shall provide equipment and personnel to handle products, including those provided by OWNER, by methods to prevent soiling and damage.

E. CONTRACTOR shall provide additional protection during handling to prevent marring and otherwise damaging products, packaging, and surrounding surfaces.

F. CONTRACTOR shall handle product by methods to avoid bending or overstressing. Lift large and heavy components only at designated lift points.

1.04 DELIVERY AND RECEIVING

A. CONTRACTOR shall arrange deliveries of products in accordance with the Progress Schedule, allowing time for observation prior to installation.

B. CONTRACTOR shall coordinate deliveries to avoid conflict with the Work and conditions at the Site; work activities of OWNER; limitations on storage space; availability of personnel and handling equipment and OWNER's use of premises.

C. CONTRACTOR shall deliver products in undamaged, dry condition, in original unopened containers or packaging with identifying labels intact and legible.

D. CONTRACTOR shall clearly mark partial deliveries of component parts of equipment to identify equipment and contents to permit easy accumulation of parts and to facilitate assembly.

E. Immediately on delivery, CONTRACTOR shall inspect shipment to assure:
   1. Product complies with requirements of Contract Documents and reviewed submittals.
   2. Quantities are correct.
   3. Accessories and installation hardware are correct.
   4. Containers and packages are intact and labels legible.
   5. Products are protected and undamaged.

1.05 STORAGE AND PROTECTION

A. General:
   1. CONTRACTOR shall store products, immediately on delivery, in accordance with manufacturer's instructions, with all seals and labels intact and legible.
   2. Available storage space at the Site is limited. Any additional off-site space required shall be arranged by CONTRACTOR.
   3. CONTRACTOR shall allocate the available storage areas and coordinate their use by the trades on the job.
   4. CONTRACTOR shall arrange storage in a manner to provide access for maintenance of stored items and for observation.

B. In enclosed storage, CONTRACTOR shall:
   1. Provide suitable temporary weather tight storage facilities as may be required for materials that will be damaged by storage in the open.
   2. Maintain temperature and humidity within ranges stated in manufacturer's instructions.
   3. Provide ventilation for sensitive products as required by manufacturer's instructions.
   4. Store unpacked and loose products on shelves, in bins, or in neat groups of like items.
   5. Store solid materials such as insulation, tile, mechanical and electrical equipment, fittings, and fixtures under shelter, in original packages, away from dampness and other hazards.
   6. Store liquid materials away from fire or intense heat and protect from freezing.

C. At exterior storage, CONTRACTOR shall:
   1. Store unit materials such as concrete block, brick, steel, pipe, conduit, door frames, and lumber off ground, out of reach of dirt, water, mud and splashing.
   2. Store tools or equipment that carry dirt outside.
   3. Store large equipment so as not to damage the Work or present a fire hazard.
   4. Cover products subject to discoloration or deterioration from exposure to the elements, with impervious sheet material and provide ventilation to avoid condensation.
   5. Completely cover and protect any equipment or material which is prime coated or finish painted with secured plastic or cloth tarps. Store out of reach of dirt, water, mud and splashing.

6. Store loose granular materials on clean, solid surfaces such as pavement, or on rigid sheet materials, to prevent mixing with foreign matter.
7. Provide surface drainage to prevent erosion and ponding of water.
8. Prevent mixing of refuse or chemically injurious materials or liquids.
9. Cover aggregates such as sand and gravel in cold wet weather.
10. Remove all traces of piled bulk materials at completion of work and return site to original or indicated condition.

1.06 MAINTENANCE OF STORAGE

A. CONTRACTOR shall periodically inspect stored products on a scheduled basis.

B. CONTRACTOR shall verify that storage facilities comply with manufacturer's product storage requirements, and verify that manufacturer required environmental conditions are maintained continually.

C. CONTRACTOR shall verify that surfaces of products exposed to the elements are not adversely affected and that any weathering of finishes is acceptable under requirements of Contract Documents.

D. CONTRACTOR shall perform scheduled maintenance of equipment in storage as recommended by the manufacturer. A record of the maintenance shall be kept and turned over to ENGINEER when the equipment is installed.

1.07 INSTALLATION REQUIREMENTS

A. Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the respective manufacturers, unless otherwise specified.

B. After installation, CONTRACTOR shall protect all materials and equipment against weather, dust, moisture, and mechanical damage.

C. CONTRACTOR shall be responsible for all damages that occur in connection with the care and protection of all materials and equipment until completion and final acceptance of the Work by OWNER. Damaged material and equipment shall be immediately removed from the Site.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01700

CONTRACT CLOSEOUT

PART 1–GENERAL01

1.01 SUMMARY

A. Work Included:
   1. Closeout procedures.
   2. Final cleaning.
   3. Project record documents.
   4. Warranties.

1.02 CLOSEOUT PROCEDURES

A. CONTRACTOR shall provide submittals to ENGINEER that are required by governing or other authorities.

B. CONTRACTOR shall comply with General Conditions and Supplementary Conditions and complete the following before requesting ENGINEER's observation of the Work, or designated portion thereof, for substantial completion.
   1. Submit executed warranties, workmanship bonds, maintenance agreements, inspection certificates, and similar required documentation for specific units of Work, enabling OWNER's unrestricted occupancy and use.
   2. Submit record documentation, maintenance manuals, tools, spare parts, keys, and similar operational items.
   3. Submit consent of surety (if surety required in Contract).
   4. Complete final cleaning, touch-up work of marred surfaces, and remove temporary facilities and tools.

1.03 FINAL CLEANING

A. It is CONTRACTOR's responsibility to completely clean up the construction site at the completion of the Work.

B. In addition to the cleaning specified above and the more specific cleaning that may be required in various technical sections of the Specifications, CONTRACTOR shall prepare the Project for occupancy by a thorough cleaning throughout, which shall include the following:
   1. Clean site; sweep paved areas, rake clean landscaped surfaces.
   2. Remove waste and surplus materials, rubbish, and construction facilities from the Site.

1.04 PROJECT RECORD DOCUMENTS

A. CONTRACTOR shall maintain on Site, one set of the following record documents to record actual revisions to the Work:
   1. Drawings.
   2. Specifications.
   3. Addenda.
   4. Change orders and other modifications to the Contract.

5. Reviewed shop drawings, product data, and samples.
6. Manufacturer's instruction for assembly, installation, and adjusting.

B. CONTRACTOR shall ensure entries are complete and accurate, enabling future reference by OWNER.

C. CONTRACTOR shall store record documents separate from documents used for construction.

D. CONTRACTOR shall record information concurrent with construction progress.

E. Specifications: CONTRACTOR shall legibly mark and record at each Product section description of actual products installed, including the following:
1. Manufacturer's name and product model and number.
2. Product substitutions or alternates utilized.
3. Changes made by addenda and modifications.

F. Record Drawings: CONTRACTOR shall legibly mark each item to record actual construction including:
1. Measured depths of foundations in relation to finish floor datum.
2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the work.
4. Field changes of dimension and detail.
5. Details not on original Contract drawings.

1.05 WARRANTIES

A. CONTRACTOR shall provide warranties as required by technical sections and as follows.

B. Submit warranty information as follows:
1. Provide notarized copies.
2. Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers, and provide Table of Contents and assemble in three ring binder with durable cover.
3. Submit with request for certificate of Substantial Completion.
4. For items of work delayed beyond date of Substantial Completion, provide updated submittal within 10 days after acceptance, listing date of acceptance as start of warranty period.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

PERMIT

RULE 5 - NOTICE OF INTENT (NOI)

State Form 47487 (R6 / 2-15)
Indiana Department of Environmental Management
Office of Water Quality
Approved by State Board of Accounts, 2005

Type of Submittal *(Check Appropriate Box)*:
☑ Initial ☐ Amendment ☐ Renewal

Permit Number:

(Note: The initial submittal does not require a permit number; the Department will assign a number. A permit number is required when filing an amendment, applying for renewal, or correspondence related to this permit).

Note: Submission of this Notice of Intent letter constitutes notice that the project site owner is applying for coverage under the National Pollutant Discharge Elimination System (NPDES) General Permit Rule for Storm Water Discharges Associated with Construction Activity. Permitted project site owners are required to comply with all terms and conditions of the General Permit Rule 327 IAC 15-5 (Rule 5).

NAME AND LOCATION OF PROJECT

Name of Project: Whitewater Memorial State Park Campground Paving Improvements

County: Union

Brief Description of Project Location:
In Whitewater Memorial State Park campgrounds, approximately 2 miles south of Liberty, IN. Project includes HMA paving of Campgrounds A, B, C, and the Horseman's.

Project Location: *Describe location in Latitude and Longitude (Degrees, Minutes, and Seconds or Decimal representation) and by legal description (Section, Township, and Range, Civil Township)*

Latitude: 39°36'59" N

Longitude: 84°57'38"W

Quarter: NE Section: 14 Township: 14N Range: 2W Civil Township: Liberty

Does ☐ all or ☐ part of this project lie within the jurisdictional boundaries of a Municipal Separate Storm Sewer System (MS4) as defined in 327 IAC 15-13?
☐ Yes ☑ No If yes, name the MS4(s):

SITE OWNER OF PROJECT AND CONTACT INFORMATION OF PROJECT

Name of Company *(If Applicable)*: Indiana Department of Natural Resources

Name of Project Site Owner: *(An Individual)* Dan Bortner

Title/Position: Director-St. Parks & Reservoirs

Address: 402 West Washington Street, Room W298

City: Indianapolis

State: IN

ZIP Code: 46204

Phone: 317-232-4136

FAX: 317-232-4231

E-Mail Address: *(If Available)* dbortner@dnr.in.gov

Ownership Status *(check one)*:
Governmental Agency: ☐ Federal ☑ State ☐ Local Non-Governmental: ☐ Public ☐ Private ☐ Other: *(Explain)*

Contact Person: Jason Hoy

Name of Company: *(If Applicable)* Strand Associates, Inc.

Affiliation to Project Site Owner: Engineering Consultant

Address: *(if different from above)* 629 Washington Street

City: Columbus

State: IN

ZIP Code: 47201

Phone: 812-372-9911

FAX: 812-372-7190

E-Mail Address: *(If Available)* jason.hoy@strand.com

PROJECT INFORMATION

Project Description:
☐ Residential-Single Family ☐ Residential-Multi-Family ☐ Commercial ☐ Industrial ☑ Other: *(Explain)* Roadway Improvement

Name of Receiving Water:
Unnamed Tributary to Whitewater Lake
(Note: If applicable, name of municipal operator of storm sewer and the ultimate receiving water. If a retention pond is present on the property, the name of the nearest possible receiving water receiving discharge must be provided).

Project Acreage
Total Acreage: 3.10 Proposed Land Disturbance: *(in acres)* 3.10
Total Impervious Surface Area: *(In square feet, estimated for completed project)* 130,680

Project Duration
Estimated Start Date: Spring 2016 Estimated End Date for all Land Disturbing Activity: Spring Spring 2020

(Continued on Reverse Side)

CONSTRUCTION PLAN CERTIFICATION

By signing this Notice of Intent letter, I certify the following:

A. The storm water quality measures included in the Construction Plan comply with the requirements of 327 IAC 15-5-6.5, 327 IAC 15-5-7, and 327 IAC 15-5-7.5;
B. the storm water pollution prevention plan complies with all applicable federal, state, and local storm water requirements;
C. the measures required under 327 IAC 15-5-7 and 327 IAC 15-5-7.5 will be implemented in accordance with the storm water pollution prevention plan;
D. if the projected land disturbance is One (1) acre or more, the applicable Soil and Water Conservation District or other entity designated by the Department, has been sent a copy of the Construction Plan for review;
E. storm water quality measures beyond those specified in the storm water pollution prevention plan will be implemented during the life of the permit if necessary to comply with 327 IAC 15-5-7; and
F. implementation of storm water quality measures will be inspected by trained individuals.

In addition to this form, I have enclosed the following required information:

☑ Verification by the reviewing agency of acceptance of the Construction Plan.

☑ Proof of publication in a newspaper of general circulation in the affected area that notified the public that a construction activity is to commence, including all required elements contained in 327 IAC 15-5-5 (9). The Proof of Publication **Must** include company name and address, project name, address/location of the project, and the receiving stream to which storm water will be discharged. Following is a sample Proof of Publication:

"XERT Development Inc. (10 Willow Lane, Indianapolis, Indiana 46206) is submitting a Notice of Intent to the Indiana Department of Environmental Management of our intent to comply with the requirements of 327 IAC 15-5 to discharge storm water from construction activities associated with Water Garden Estates located at 24 Washout Lane, Indianapolis, Indiana 46206. Runoff from the project site will discharge to the White River. Questions or comments regarding this project should be directed to Walter Water of XERT Development Inc."

☑ $100 check or money order payable to the Indiana Department of Environmental Management. A permit fee is required for all NOI submittals (initial and renewal). A fee is not required for amendments.

SITE OWNER OF PROJECT RESPONSIBILITY STATEMENT

By signing this Notice of Intent letter, I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information or violating the provisions of 327 IAC 15-5, including the possibility of fine and imprisonment for knowing violations.

Printed Name of Project Owner: Dan Bortner

Signature of Project Owner: Daniel W. Bortner Date *(month, day, year)*: 2/16/2016

This Notice of Intent must be signed by an individual meeting the signatory requirements in 327 IAC 15-4-3(g).
All NOI submittals must include an original signature (FAX and photo copies are not acceptable).

Note: Within 48 hours of the initiation of construction activity, the project site owner must notify the appropriate plan review agency and IDEM, Office of Water Quality of the actual project start date if it varies from the date provided above.

Note: A permit issued under 327 IAC 15-5 is granted by the commissioner for a period of five (5) years from the date coverage commences. Once the five (5) year permit term duration is reached, a general permit issued under this rule will be considered expired, and as necessary for construction activity continuation, a new Notice of Intent letter (Renewal) is required to be submitted ninety (90) days prior to the termination of coverage. The submittal must include the NOI Letter, Proof of Publication, Fee, and verification that the plan for the project was approved (original verification of plan approval is acceptable provided the scope of the project has not changed from the original submittal).

Mail this form to: Indiana Department of Environmental Management
Storm Water Program, IGCN, Room 1255
100 North Senate Avenue
Indianapolis., IN 46204-2251

327 IAC 15-5-6 (a) also requires a copy of the completed Notice of Intent letter be submitted to the local Soil and Water Conservation District or other entity designated by the Department, where the land disturbing activity is to occur.

Questions regarding the development or implementation of the Construction Plan/Storm Water Pollution Prevention Plan should be directed to the local county Soil and Water Conservation District (SWCD). If you are unable to reach the SWCD or have other questions please direct those inquiries to the IDEM Storm Water Permit Coordinator at 317/233-1864 or 800/451-6027 ext.3-1864.
For information and forms visit http://www.in.gov/idem/4896.htm .

SECTION 02222

EXCAVATION, FILL, BACKFILL, AND GRADING

PART 1–GENERAL

1.01 SUMMARY

A. Work Included: Excavating, filling, backfilling, and grading for this work includes, but is not necessarily limited to:
   1. Excavating for roads.
   2. Placing and compacting all fill and backfill.
   3. Rough and finish grading prior to paving, seeding, etc.

B. Related Sections and Divisions: Applicable provisions of Division 1 shall govern work in this Section.

C. Payment: General excavation shall include all excavation specified, undercutting, fill, backfill and grading, except rock excavation and unsuitable foundation material, as hereinafter described.

1.02 REFERENCES

A. Standard Specifications: Unless otherwise indicated, Standard Specifications within this section shall refer to the *State of Indiana Department of Transportation, Standard Specifications, Latest Edition*, including all issued Supplemental Specifications.

1.03 JOB CONDITIONS

A. The elevations shown for existing work and ground are reasonably correct, but are not guaranteed to be absolutely accurate. No extras will be allowed because of variations between drawings and actual grades.

B. No soil borings were made for this project. CONTRACTOR shall conduct its own investigation to determine physical conditions at the site which may affect the work.

PART 2–PRODUCTS

2.01 COMMON BACKFILL

A. All fill and backfill material designated to be common backfill shall be granular with no stones larger than 3 inches and shall be reasonably well graded throughout the particle size range. All backfill material shall be free from frost, cinders, ashes, refuse, vegetable or organic matter, boulders, rocks, or stone, frozen lumps, or other material which in the opinion of ENGINEER is unsuitable.

B. Native material may be used as common backfill if it meets the above specification. CONTRACTOR shall determine whether native material meets the above specification. CONTRACTOR shall provide all needed fill material whether from on-site or off-site at no additional cost to OWNER.

PART 3–EXECUTION

3.01 GENERAL

A. Prior to all excavating, CONTRACTOR shall become thoroughly familiar with the site and site conditions.

3.02 PROTECTION

A. CONTRACTOR shall provide all necessary sheeting, shoring, or other soil retention systems including all labor, material, equipment, and tools required, or as necessary to maintain the excavation in a condition to provide safe working conditions, to permit the safe and efficient installation of all items of Contract work, and to protect adjacent property. CONTRACTOR shall be held liable for any damage which may result to property from excavation or construction operations. Sheeting, shoring, and other soil retainage systems shall be withdrawn or removed in a manner so as to prevent subsequent settlement of structures, utilities, and other improvements.

B. Design of sheet piling and other soil retaining systems shall be the sole responsibility of CONTRACTOR. Where such systems are shown on the drawings, no parameters such as embedment depth, section profile, presence or lack of whalers, etc., or system type or suitability shall be inferred. CONTRACTOR is responsible for designing and providing a fully functional system compatible with construction and site requirements.

C. Nothing in this specification shall be deemed to allow the use of protective systems less effective than those required by the Occupational Safety and Health Administration (OSHA) and other applicable code requirements.

3.03 UTILITIES

A. Before starting excavations, CONTRACTOR shall locate existing underground utilities in all areas of the work. IUPPS does not locate facilities on DNR properties. CONTRACTOR is responsible for engaging a private utility locator to mark utilities within the project area.

B. If utilities are to remain in place, CONTRACTOR shall provide adequate means of protection during earthwork operations.

C. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult utility owner immediately for directions.

D. Cooperate with OWNER and utility companies in keeping respective services and facilities in operation, and repair any damaged utilities to satisfaction of utility owner.

E. CONTRACTOR shall not interrupt existing utilities serving facilities occupied and used by OWNER or others except when permitted in writing by OWNER.

F. CONTRACTOR shall demolish and completely remove from the site existing underground utilities indicated to be removed after utility has been capped and sealed.

G. CONTRACTOR shall accurately locate and record abandoned and active utility lines rerouted or extended on project record drawings.

3.04 FINISH ELEVATIONS AND LINES

A. CONTRACTOR is responsible for setting and establishing finish elevations and lines.

3.05 EXCAVATION

A. After the site has been cleared and stripped, the site shall be cut and filled to the indicated subgrade as shown or specified.

B. OWNER maintains ownership of any excess material. CONTRACTOR shall place the excess material on the site in locations as shown on drawings. Coordinate exact location with OWNER. The hauling cost shall be at CONTRACTOR's expense.

C. CONTRACTOR shall backfill and compact all overexcavated areas.

3.06 PREPARATION OF SUBGRADE

A. After the site has been cleared, stripped, and excavated to subgrade, thoroughly compact subgrade to the requirements specified for compacted fill below. Scarify and moisture condition the subgrade as recommended by ENGINEER.

B. Remove all ruts, hummocks, and other uneven surfaces by surface grading prior to placement of fill.

C. All slab-on-grade and road subgrades shall be proof-rolled with a heavily loaded, rubber-wheeled construction vehicle, such as a backhoe or similar equipment in the presence of OWNER or ENGINEER.

3.07 COMPACTED COMMON BACKFILL

A. All fill and backfill, except as otherwise specified, shall be compacted common backfill placed to within 4 inches of the bottom of the topsoil or to the bottom of the structure or other improvement.

B. No fill shall be placed under water or over unsuitable subgrade conditions.

C. All fill and backfill, shall be compacted as follows:
   1. All subgrade areas in the approaches shall be proof-rolled with a heavily loaded, rubber-wheeled construction vehicle, such as a backhoe or similar equipment requested by ENGINEER prior to the placement of any fill materials or base course.
   2. Rutting and deflection (pumping) up to 1/2-inch is acceptable. Rutting and deflection in excess of 1/2-inch shall be considered failure and will require that the fill be reworked, re-compacted and retested.
   3. Other distortions, irregularities, failures, soft yielding areas, cracking, or roller marks greater than 1/2-inch shall be reworked, re-compacted and restested.

D. No frozen material shall be placed nor shall any material be placed on frozen ground.

E. Backfill material not meeting the compaction specification shall be recompacted by CONTRACTOR at no cost to OWNER.

3.08 GRADING

A. CONTRACTOR shall perform all rough and finish grading required to attain the elevations shown on the drawings.

B. Grading Tolerances:
   1. Rough Grade: Buildings, parking areas, and sidewalks: ± 0.1 feet.
   2. Finish Grade: Granular cushion or crushed stone mat under concrete slabs: ± 0.03 feet.
   3. Lawn areas away from buildings, parking areas, and sidewalks: ± 0.25 feet.

END OF SECTION

SECTION 02231

AGGREGATE BASE COURSE

PART 1–GENERAL

1.01 SUMMARY

A. Work Included: Aggregate base course for roads, campsite approaches, and parking areas.

B. Related Sections and Divisions: Applicable provisions of Division 1 shall govern work in this section.

C. Repair or replacement of aggregate base course shall be considered incidental and included in the price bid.

D. CONTRACTOR is cautioned that existing private and public roads and shoulders may not hold up to typical construction traffic or activities. CONTRACTOR shall repair all roads, shoulders, and gravel areas damaged in accordance with this section. All paved areas shall also be repaired in accordance with Section 02510–Hot Mix Asphalt Paving.

1.02 REFERENCES

A. Standard Specifications: Unless otherwise indicated, Standard Specifications shall refer to the *State of Indiana Department of Transportation, Standard Specifications, Latest Edition,* including all issued supplemental specifications.

1.03 DEFINITIONS

A. Street or road shall include streets, roads, driveways, campsite approaches, and parking lots.

1.04 SUBMITTALS

A. Submit sieve analysis for proposed materials in accordance with Section 01300–Submittals.

1.05 DRAINAGE DURING CONSTRUCTION

A. CONTRACTOR shall comply with the provisions of Section 203 of the Standard Specifications.

PART 2–PRODUCTS

2.01 AGGREGATES FOR BASE COURSE FOR CAMPSITE APPROACHES

A. Aggregates for base course shall meet the requirements of Section 301 of the Standard Specifications.

B. Base course shall be uniformly graded and shall conform to the requirements of Standard Specifications–Section 300. Base course shall be Type 53. All remaining base course shall be Type 53.

PART 3–EXECUTION

3.01 PREPARATION

A. The subgrade shall be graded and rolled to provide uniform density and shall comply with the profile and cross sections contained in the drawings. All street subgrade in cut areas and all areas to receive fill shall be proof-rolled with a heavily loaded, rubber-wheeled construction vehicle, such as a backhoe or similar equipment in the presence of OWNER or ENGINEER prior to the placement of any fill materials or base course. The subgrade shall be prepared in accordance with Section 207 of the Standard Specifications.

3.02 CONSTRUCTION

A. Base course grade shall be set to allow placement of thickness of asphaltic pavement shown or specified.

B. Depth of base course shall be provided according to the standard cross sections or details provided on the drawings.

C. Each layer of base course shall be wetted and rolled to provide maximum compaction in accordance with Section 300 of the Standard Specifications.

D. The finished base course shall be fine-graded in preparation for paving.

E. After final grading, CONTRACTOR shall maintain the base course until asphaltic paving work has been completed.

F. Surfaces damaged during construction shall be replaced.

END OF SECTION

SECTION 02240

GEOTEXTILES

PART 1–GENERAL

1.01 SUMMARY

A. Work Included: Geotextiles for areas below construction entrances.

B. Related Sections and Divisions: Applicable provisions of Division 1 shall govern work in this section.

PART 2–PRODUCTS

2.01 MATERIALS

A. Geotextile below construction entrances shall be Mirafi 500X, or equal.

PART 3–EXECUTION

3.01 INSTALLATION

A. Geotextile shall be installed in accordance with manufacturer's recommendations.

B. Geotextile shall be lapped a minimum of 24 inches.

C. CONTRACTOR shall protect the construction fabric from exposure to the sun until installation. Construction fabric shall be covered with stone or soil immediately upon placement.

END OF SECTION

SECTION 02510

HOT MIX ASPHALT PAVING

PART 1–GENERAL

1.01 SUMMARY

A. Work includes Hot Mix Asphalt (HMA) paving.

B. Related Sections and Divisions: Applicable provisions of Division 1 shall govern work in this section.

C. CONTRACTOR is cautioned that existing private and public roads and shoulders may not hold up to typical construction traffic or activities. CONTRACTOR shall replace all roads, shoulders, and paved areas damaged during the project in accordance with this section.

D. Payment: Payment for HMA paving shall be considered incidental to the project and included in the Lump Sum Bid.

1.02 REFERENCES

A. Standard Specifications: Unless otherwise indicated, Standard Specifications shall refer to the *State of Indiana Department of Transportation, Standard Specifications, Latest Edition* including all issued supplemental specifications.

1.03 DEFINITIONS

A. Street or road shall include streets, roads, driveways, campsite approaches and parking lots.

1.04 SUBMITTALS

A. Prior to the commencement of paving, mix designs and aggregate sieve analysis shall be submitted to ENGINEER for approval in accordance with Section 01300–Submittals.

PART 2–PRODUCTS

2.01 HMA PAVEMENT

A. Asphaltic pavement shall be Standard Specifications–Section 402 HMA Type B. Asphaltic binder shall be PG 64-22 per Standard Specifications–Section 902.

B. Aggregate shall conform to the requirements of Standard Specifications–Section 904. Aggregate shall be Type 53.

PART 3–EXECUTION

3.01 ALLOWABLE REMOVAL OF PAVEMENT

A. CONTRACTOR shall remove asphalt pavement and road surface as a part of the general excavation. The width of pavement removed shall be the minimum possible and acceptable for convenient and safe installation of structures, utilities, and appurtenances.

B. All asphalt pavement shall be cut on neat, straight lines and shall not be damaged beyond the limits of the excavation. Should the cut edge be damaged, a new cut shall be made in neat, straight lines parallel to the original cut encompassing all damaged areas. Pavement removal shall be extended to a seam or joint if seam or joint is within 3 feet of damaged pavement.

3.02 JOINTS

A. Joints between old and new pavements or between successive day's work shall be constructed and treated as to insure thorough and continuous bond between the old and new mixtures. Transverse construction joints shall be constructed by cutting the material back for its full depth so as to expose the full depth of the course. Where a header is used, the cutting may be omitted provided the joint conforms to the specified thickness. These joints shall be treated with tack coat material applied with a hose and spray nozzle attachment to fully coat the joint surface.

B. The longitudinal joint shall be made by overlapping the screed on the previously laid material for a width of not more than 2 inches and depositing a sufficient amount of asphaltic mixture so that the finished joint will be smooth and tight.

C. All costs for furnishing and applying tack coat to butt joints as specified above shall be considered incidental.

3.03 HOT MIX ASPHALT PAVING

A. HMA paving work shall include the construction of plant-mixed hot mix asphalt pavement in the areas shown on the drawings. All work shall be performed in accordance with Section 402 of the Standard Specifications.

B. Prior to commencement of paving operations, CONTRACTOR shall examine the finished road bed. CONTRACTOR shall notify ENGINEER of any areas of suspected instability.

C. The pavement structure for new roads shall be determined from the standard cross sections provided on the drawings.

END OF SECTION

SECTION 02936

SEEDING

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
   1. Preparation of subsoil.
   2. Placing topsoil.
   3. Seeding, mulching and fertilizing.
   4. Maintenance.

B. Except for paved or built-up areas, all areas of the site which are disturbed and areas noted on the drawings shall be seeded.

C. Related Sections and Divisions: Applicable provisions of Division 1 shall govern work in this section.

1.02 REFERENCES

A. FS O-F-241–Fertilizers, Mixed, Commercial.

B. Standard Specifications: Unless otherwise indicated, Standard Specifications shall refer to the, *State of Indiana Department of Transportation, Standard Specifications, Latest Edition,* including all issued supplemental specifications.

1.03 QUALITY ASSURANCE

A. Provide seed mixture in containers showing percentage of seed mix, year of production, net weight, date of packaging, and location of packaging.

B. Seed shall be purchased from sources of supply which have been sampled, tested and reported by the State Seed Commission, Purdue University, and found to be satisfactory. Seed shall have been tested within 9 months of installation.

C. Topsoil shall be obtained from local sources or from areas having similar soil characteristics to that found at the project site. Obtain topsoil only from naturally, well-drained sites where topsoil occurs in a depth of not less than four inches (4"); do not obtain from bogs or marshes. Existing topsoil may be reused in compliance with 2.02,A, of this specification.

1.04 DELIVERY, STORAGE, AND PROTECTION

A. Deliver grass seed mixture in sealed containers. Seed in damaged packaging is not acceptable.

B. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.

C. Store in cool, dry area protected from elements, ground moisture or spoilage.

D. Handle to prevent contamination.

PART 2–PRODUCTS

2.01 SEED MIXTURE

A. Seed shall be mixed and guaranteed by the dealer to contain the following:

By Weight	Variety	Purity	Germination
60%	Fescue	95%	80%
10%	Kentucky Bluegrass	85%	80%
30%	Improved Perennial Ryegrass	95%	90%

B. Weeds–Percent by weight, of weed seeds (any seed that is not included in pure seed or crop including poa annua). Not to exceed 0.3%.

C. Noxious Weeds–Prohibited and restricted as listed by the Indiana Seed Law. Not to exceed 0.0% prohibited and 0.25% restricted.

D. Inert–Material which will not grow. Not to exceed 4%.

2.02 SOIL MATERIALS

A. Topsoil shall be provided, when called for in the specifications or drawings, which is fertile, friable, natural loam, surface soil, free of subsoil, clay lumps, brush, weeds, and other litter and free of roots, stumps, stones over 1 inch, fertilizers, chemicals, herbicides, and other extraneous or toxic matter harmful to plant growth.

B. Topsoil from the site may be used if it meets the above requirements. Additional topsoil shall be provided as required by the drawings and specifications.

2.03 ACCESSORIES

A. Mulch shall be clean grain straw, reasonably free from primary noxious weed seed.

B. Fertilizer shall be a 1-1-1 or 1-2-1 ratio commercial variety containing a high amount of phosphorus such as: 12%N-12%P-12%K. The fertilizer shall be delivered to the site in original unopened containers showing brand, manufacturer's name and guaranteed analysis. No caked or damaged fertilizer shall be used.

C. Water shall be free from oil, acids, alkalis, salts and substances injurious to plant life.

PART 3–EXECUTION

3.01 EXAMINATION

A. Verify that prepared soil base is ready to receive the work of this section.

3.02 PREPARATION OF SOIL

A. Lightly disk or till existing soil, in all areas to be seeded (all disturbed areas), to a depth of 6 inches and rough grade keeping positive drainage. Add topsoil as needed to bring to grade. If topsoil is added, till into top 4 inches of subsoil, then rough grade.

B. Rake smooth and remove all extraneous matted, clumps and stones over 1 inch from soil.

C. After soil has settled and is dry, final grade for positive drainage. Mix fertilizer into top 1 to 2 inches of soil at 500 pounds per acre.

D. Water soil along trench areas until soil is settled. When dry add topsoil, roll with light, hand operated roller and water until settling is complete, maintaining positive drainage. Repeat until there is no depression in trench line.

3.03 SEEDING

A. Spread seed evenly at 300 pounds per acre. Seed may be drilled in (not to be covered more than 1/2 inch) or mixed with water and the mixture sprayed over the area to be seeded. Any approved mechanical method which will place the seed in direct contact with the soil may be used. In places inaccessible to mechanical equipment, or where the area to be seeded is small, a hand operated cyclone seeder may be used.

B. Planting dates for seeding are as follows:
   1. Seed may be planted in Spring (March 15 to May 30) and in Fall (August 15 to September 30).
   2. Seed planted between May 31 and August 14 shall have 25% more seed added to the seed mix. Any bare areas shall be reseeded during August 15 to September 30 eeding season at the required rate.
   3. Seed planted between October 1 and March 14 shall have 30% more seed added to the seed mix. Any bare areas shall be reseeded during the March 15 to May 30 seeding season at the required rate.

C. Do not prepare seed bed when soil is wet or frozen.

D. Seeding without mulch will not be allowed.

E. Do not sow seed when wind velocity exceeds 5 miles per hour.

3.04 MULCHING

A. Apply mulch to seeded areas at an approximate rate of 2 ton per acre, to give a uniform cover of 1/4 inch. A mulch tiller may be used to punch in mulch on all areas of 3:1 slope or less.

B. Where slopes are in excess of 3:1 use approved mulch blanket over newly seeded areas.

3.05 ROLLING

A. Where the area to be seeded is small and a hand operated seeder is used, the newly seeded and mulched areas shall be firmed (not compacted) with a light hand operated roller.

3.06 WATERING

A. Water as needed to fulfil seed guarantee.

3.07 MAINTENANCE

A. Seeding shall proceed concurrently with the main construction. Seeding shall be maintained by CONTRACTOR until grass is well-established. Grass is well-established when it covers the entire seeded areas to a height of 2 inches.

END OF SECTION

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