

# PROJECT MANUAL

## ACCESSIBILITY IMPROVEMENTS

### BROWN COUNTY STATE PARK

1801 S.R. 46 E

NASHVILLE, INDIANA 47448



The Indiana Department of Natural Resources  
Division of State Parks  
402 W. Washington Room W298  
Indianapolis, Indiana 46204



Landstory, Inc.  
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Indianapolis, Indiana 46202  
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END OF DOCUMENT 000101

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**STATE OF INDIANA**

Mike Braun, Governor

**DEPARTMENT OF ADMINISTRATION**  
Public Works Division  
402 West Washington Street, Room W462  
Indiana Government Center – South  
Indianapolis, Indiana 46204-2746  
PHONE: (317) 232-3001

**NOTICE TO BIDDERS**

BY STATE OF INDIANA DEPARTMENT OF ADMINISTRATION, PUBLIC WORKS DIVISION FOR A PUBLIC WORKS CONSTRUCTION PROJECT ESTIMATED AT ONE HUNDRED FIFTY THOUSAND DOLLARS OR ABOVE

SECURED ELECTRONIC BIDS FOR:

**Public Works Project No. XXX-XXX**  
XX  
XX

will be received from Contractors, holding a current Certificate of Qualification, at Department of Administration, Public Works Division Email Bid Box-[publicworksbids@idoa.in.gov](mailto:publicworksbids@idoa.in.gov) (note, do not cc: any other party)  
Subject line MUST contain “Bid- xxxxxxxx-xx-xxx-xx; - (Project Name) - (Your firm)”

Bid File (PDF) MUST be named-“(Bidding Firm name) Bid-xxxxxxx-xx-xxx-xx; - (Proj Name)” and not exceed 9Mb

Until 1:31 P.M (Indianapolis Time), (Day), (Date), 202?, after which all bids will be publicly opened and read online in a Microsoft Teams Live Event- (PM to insert Teams Live event info/Link here-PM to set MS Live event for 30 mins following Bid due to allow time to verify certifications and permit electronic bids to clear IOT/State Virus Detection software)

Minority Contractors are encouraged to submit bids on this project as a prime contractor or through a prime contractor.

Copies of the detailed Instructions to Bidders and Drawings and/or Specifications dated XXXXX, 2020 may be obtained from: Reprographix.com ePlanroom (Construction Document Distribution) link for a cost of \$XX.00 per set, or from the office of: (Insert designer’s contact information)

Bids shall be taken from Prime Contractors pre-qualified by the Public Works Certification Board in the following classification(s): XXXXXXXXXXXX, or xxxxxxxxxxxxxxxx

The Specified construction period is XXX calendar days. The State of Indiana reserves the right to reject any and all bids.

Project Goal of 7% MBE, 5% WBE and 3% IVOSB. Link: <https://www.in.gov/idoa/mwbe/2494.htm>

**Project Manager:** \_\_\_\_\_  
Associate State XXXXXX DAPW

**Director of Public Works:** \_\_\_\_\_  
Director

Pre-Bid Information XXXXX  
XX  
XX  
XX

## INSTRUCTIONS TO BIDDERS

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 W462, Indianapolis, Indiana 46204, E-mail: \_\_\_\_\_ 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, a Women's Business Enterprise or an Indiana Veteran Owned Small 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 Business Enterprise (MBE) and Women's Business Enterprise (WBE): A business concern which is certified as at least fifty-one percent (51%) owned and controlled by one or more of the individuals classified as a minority group which includes: African Americans, Hispanic Americans, Native Americans, Hispanic Americans, Asian Americans, and other racial minority groups as defined by 13 CFR 124.103, or at least fifty-one percent (51%) owned and controlled by a woman or women.

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.

Indiana Veteran Owned Small Business Enterprise (IVOSB): means an Indiana small business enterprise which is certified as at least fifty-one percent (51%) owned and controlled by a veteran.

### 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 emailed 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 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 ten percent (10%) of the bid including all additive alternates.
- J. Each Bidder must file with his bid a completed MBE/WBE/IVOSB Participation Plan (DAPW 26) and Good Faith Effort Work Sheet (DAPW 26 SUP2). Refer to the Supplement to the General Conditions for MBE/WBE/IVOSB Participation Policy (DAPW 26 SUP1) 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 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 handwritten signatures.
- N. All documents required by statute, rule or these instructions to be included in the bid must be submitted together in a single email file, plainly marked on the subject line and in the email file 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 email file.
- 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 or other business entities) 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 (DAPW121)
  - 3. Contractor's Affidavit of Subs Employed (DAPW 12)
  - 4. MBE/WBE/IVOSB Participation Plan and Good Faith Effort Worksheet (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 22-5-1.7 whose final case result is final non-confirmation 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 follow the federal Fair Labor Standards Act of 1938, as amended (29 U.S.C. 201-209) and IC 22-2-2. 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.

## 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, woman, and veteran 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 Affirmation (DAPW 11) to Public Works Division, Indiana Department of Administration as part of the contract. The Domestic Steel Affirmation 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 an email letter stating that its bid was the lowest responsible and responsive bid and that the attached electronic format contract document is submitted to Contractor for its consideration. If Contractor finds it in accordance with the bid documents, Contractor will electronically sign the contract within ten (10) calendar days after receipt. Further state agency approvals are required, and Contractor is cautioned that a contract is not binding on the State until it is approved 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 handwritten 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. MBE/WBE/IVOSB Participation Plan and MBE/WBE/IVOSB Good Faith Effort Worksheet (DAPW 26 SUP2) 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 email subject line and bid form heading does not clearly identify the project number and description; if the name of the Bidder is not clearly indicated in the email and/or if the email is not received and date stamped within the Public Works Division electronic bid receipt mailbox 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.





# GENERAL BID FOR PUBLIC WORKS - CONTRACTOR'S BID

State Form 34894 (03-25) / DAPW 13  
Indiana Department of Administration – Public Works

INDIANA DEPARTMENT OF ADMINISTRATION  
DIVISION OF PUBLIC WORKS  
402 West Washington Street  
Room W462  
Indianapolis, IN 46204

### INSTRUCTIONS FOR BIDDERS:

Fill in all blank spaces and submit to the address located in the agency block on the top of this form. Please see the notice to bidders for the project in question for project-related information

Project Number:		Project Description / Title:	
Class of Work Bid Submitting For:			
Contractor Email Address		Contractor Cell Phone #	
Sum of Bid <i>Please Enter Amount in Text Format</i>		Sum of Bid <i>Please Enter Amount in Number Format</i>	
Federal ID Number (EIN) or Last 4 of Social Security	<i>Employer Identification Numbers, or EINs, are provided by the Internal Revenue Service when registering your company. Please see <a href="https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online">https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online</a> for more information</i> <i>Please Do NOT include full Social Security Numbers</i>	Bidder ID Number	<i>Bidder Identification Numbers are provided by the Indiana Department of Administration. If you do not have a Bidder ID Number, you can obtain one at <a href="https://www.in.gov/idoa/procurement/supplier-resource-center/requirements-to-do-business-with-the-state/bidder-profile-registration/">https://www.in.gov/idoa/procurement/supplier-resource-center/requirements-to-do-business-with-the-state/bidder-profile-registration/</a></i>

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

Designer Name		Designer Phone #	
Designer Address			

### Alternate Bids

#### Instructions:

*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 to the right for each listed alternate**

Alternate Number		Add	Deduct	No Change	Dollar Amount	
Alternate Number		Add	Deduct	No Change	Dollar Amount	
Alternate Number		Add	Deduct	No Change	Dollar Amount	
Alternate Number		Add	Deduct	No Change	Dollar Amount	
Alternate Number		Add	Deduct	No Change	Dollar Amount	
Alternate Number		Add	Deduct	No Change	Dollar Amount	
Alternate Number		Add	Deduct	No Change	Dollar Amount	
Alternate Number		Add	Deduct	No Change	Dollar Amount	
Alternate Number		Add	Deduct	No Change	Dollar Amount	
Alternate Number		Add	Deduct	No Change	Dollar Amount	
Alternate Number		Add	Deduct	No Change	Dollar 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 IC § 4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. If the Contractor has knowledge, or would have acquired knowledge with a 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, 35-44.1-1-4, and under any other applicable laws.

**Non-Discrimination Compliance**

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.

**Addenda Recognition**

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

**Sole Proprietor Signature**

*In testimony whereof, the Bidder (a sole proprietor has hereunto set his or her hand on the date marked below.*

Proprietorship (Company Name)		Bidder (Owner) Name	
Date (MM-DD-YYYY)		Bidder (Owner) Signature	

**Partnership Signatures**

*In testimony whereof, the Bidder (a partnership) has here unto set their hands on the date marked below.*

Company Name		Date (MM-DD-YYYY)	
Partner Name		Partner Signature	
Partner Name		Partner Signature	

**Corporate Signatures**

*In testimony whereof, the Bidder (a corporation) has caused this proposal to be signed by its President or other authorized signatory and Secretary on the date marked below.*

*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.*

Corporation Name		Date (MM-DD-YYYY)	
President or Authorized Signatory Name		President or Authorized Signature	
Secretary Name		Secretary Signature	



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 \_\_\_\_\_  
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)

**MINORITY, WOMEN’S AND INDIANA VETERAN OWNED BUSINESS ENTERPRISES PARTICIPATION PLAN FOR PUBLIC WORKS PROJECTS**

**CONTRACT GOALS 7% MBE 5% WBE 3% IVOSB**

When a bidder submits a Minority, Women's and Indiana Veteran Owned Business Enterprises Participation Plan (Plan) in accordance with IC 4-13-16.5, 25 IAC 5, 25 IAC 9, and the IDOA DSD [Public Works Construction Projects Policy](#), the bidder will be held to those commitments. The Plan must show that there are Minority Business Enterprises (MBE), Women’s Business Enterprises (WBE), and Indiana Veteran Owned Small Business Enterprises (IVOSB), as listed in the Indiana Department of Administration’s Division of Supplier Diversity’s directory of certified firms, participating in the public works project. Bidders must indicate the name of the MBE, WBE and IVOSB subcontractor with which it will work, the contact name and phone number at the firm(s), the service(s) and/or supplies provided by the firm(s), the specific percentage of the bid that will be directed toward each firm, and the approximate dates for utilization these supplies and/or services. The Indiana Department of Administration reserves the right to verify all information included in the Plan.

All prime contractors, including MBE, WBE and IVOSB prime contractors, are expected to meet the contract goals through use of subcontractors. Per 25 IAC 9-4-1(c), “IVOSB primes shall receive credit toward the contract goal for the use of its own workforce.” But, pursuant to 25 IAC 5-6-2(d), “MBE and WBE prime contractors will get no credit toward the contract goal for the use of their own workforce.”

Bidders may contact the Division of Supplier Diversity (“DSD”) if they have any questions regarding their Plan. A complete list of all currently certified MBEs, WBEs, and IVOSBs may be found using this link: <http://www.in.gov/idoa/mwbe/2743.htm>.

**Minority, Women’s and Indiana Veteran Owned Business Enterprises Participation Letter of Commitment**

A signed letter(s), on company letterhead, from the MBE, WBE and/or IVOSB must accompany the Plan. This letter(s) shall state and will serve as acknowledgement from the MBE, WBE and/or IVOSB 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 or bid, the bidder acknowledges and agrees to be bound by the regulatory processes involving the State’s MBE, WBE and IVOSB Programs. Questions involving the regulations governing the Plan should be directed to DSD’s Compliance Unit at 317/232-3061 or [mwbecompliance@idoa.in.gov](mailto:mwbecompliance@idoa.in.gov).

**MBE/WBE and IVOSB PARTICIPATION PLAN**

BID/PROJECT # \_\_\_\_\_ DUE DATE \_\_\_\_\_

BIDDER \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

EMAIL \_\_\_\_\_

PHONE ( ) \_\_\_\_\_

The following DSD Certified Businesses will be participating in the public works project:

COMPANY NAME	MBE WBE IVOSB	Contact Name & PHONE	SCOPE OF PRODUCTS/SERVICES	UTILIZATION DATE (S)	% OF TOTAL BID

\*If additional room is necessary, indicate here \_\_\_\_\_. Please attach a separate page.

**THIS DOCUMENT MUST BE INCLUDED IN YOUR BID PACKAGE ALONG WITH THE COMPLETED LETTER(S) OF COMMITMENT.**

**If the levels of participation do not reach the goals of the project, Bidder should continue to the Good Faith Efforts Worksheet and Request for GFE Review.**



**REQUEST FOR GOOD FAITH EFFORTS (GFE) REVIEW**

BIDDER NAME \_\_\_\_\_ BID/PROJECT NUMBER \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_

EMAIL \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

**BIDDER IS REQUESTING** (check all that apply)

**MBE** – A review of Bidder’s GFE toward the MBE goal for this solicitation is requested.

**Total**                       **Partial** \_\_\_\_\_ %

**WBE** - A review of Bidder’s GFE toward the WBE goal for this solicitation is requested.

**Total**                       **Partial** \_\_\_\_\_ %

**IVOSB** – A review of Bidder’s GFE toward the IVOSB goal for this solicitation is requested.

**Total**                       **Partial** \_\_\_\_\_ %

Submission of this form constitutes the Bidder’s acknowledgement and agreement to comply with the M/WBE and IVOSB requirements set forth in IC 4-13-16.5, 25 IAC 5, and 25 IAC 9.

**I affirm, under penalties of perjury, the information contained in this form is true and accurate.**

**Signature:** \_\_\_\_\_

**Printed name & title:** \_\_\_\_\_

<p><b>FOR AUTHORIZED USE ONLY</b></p> <p><b>Date received:</b> _____</p> <p><b>Reviewed by:</b> _____</p> <p><b>Date returned to bidder:</b> _____</p> <p><b>GOOD FAITH EFFORTS</b>   <input type="checkbox"/> <b>Approved</b>      <input type="checkbox"/> <b>Not Approved</b></p> <p><b>COMMENTS:</b> _____</p> <p>_____</p>
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**I. MINORITY, WOMEN’S AND INDIANA VETERAN OWNED BUSINESS ENTERPRISES PARTICIPATION PLAN**

When a Respondent submits a Minority, Women's and Indiana Veteran Owned Business Enterprises Participation Plan in accordance with IC 4-13-16.5, 25 IAC 5 and 25 IAC 9, (the “Plan”), Respondent will be held to those commitments. The Plan must show that there are, participating in the proposed contract, Minority Business Enterprises (MBE), Women’s Business Enterprises (WBE), and Indiana Veteran Owned Small Business Enterprises (IVOSB) listed in the Minority and Women’s Business Enterprises Division (MWBED) directory and the IVOSB directory of certified firms. Respondents must indicate the name of the MBE, WBE and IVOSB 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, WBE and IVOSB prime contractors, are expected to meet the contract goals through use of subcontractors.

The Indiana Department of Administration (“IDOA”) in its commitment to Minority, Women’s and Indiana Veteran Owned Small Business participation in the state’s procurement and contracting process, expects MBE, WBE and IVOSB participation in bids for public works projects with subcontracting opportunities. The Department reserves the right to verify all information included in the Plan.

Respondents may contact MWBED if they have any questions regarding their Participation Plan. A complete list of all currently certified MBE’s and WBE’s is located at this link: <http://www.in.gov/idoa/mwbe/2743.htm>. The complete list of certified IVOSBs can be found at this link [http://www.in.gov/idoa/files/ivbe\\_certification\\_list.xls](http://www.in.gov/idoa/files/ivbe_certification_list.xls).

**Minority, Women’s and Indiana Veteran Owned Business Enterprises Participation Letter of Commitment**

A signed letter(s), on company letterhead, from the MBE, WBE and/or IVOSB must accompany the Plan. This letter(s) shall state and will serve as acknowledgement from the MBE, WBE and/or IVOSB 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 MBE, WBE and IVOSB Programs. Questions involving the regulations governing the Plan should be directed to MWBED’s Compliance Unit at 317/232-3061 or to IDOA at 317-233-1494.

**MBE/WBE and IVOSB PARTICIPATION PLAN**

RFP # / Bid # / Quote # \_\_\_\_\_ DUE DATE \_\_\_\_\_

(Circle One)

RFP / BID / QUOTE NAME \_\_\_\_\_

(Circle One)

RESPONDENT \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

PHONE ( ) \_\_\_\_\_

The following MBEs and/or WBEs listed in the MWBED directory will be participating in the contract:

**MBE/WBE   PHONE   COMPANY NAME   SCOPE OF PRODUCTS/SERVICES   UTILIZATION DATE   AMOUNT**

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The following IVOSBs listed in the IVOSB directory will be participating in the contract:

**IVOSB   PHONE   COMPANY NAME   SCOPE OF PRODUCTS/SERVICES   UTILIZATION   DATE   AMOUNT**

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**\*If additional room is necessary, indicate here \_\_\_\_\_ . Please attach a separate page.**

**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**.

<b>MBE and WBE Barrier Assistance</b>	Describe
<b>Advertisement</b>	Describe
<b>Agency Assistance</b>	Describe
<b>Other Criteria</b>	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:

\_\_\_\_\_

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC - SIGNATURE

\_\_\_\_\_  
NOTARY PUBLIC PRINTED NAME

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

\_\_\_\_\_  
Date



**STATE OF INDIANA DRUG-FREE WORKPLACE CERTIFICATION**

State Form 44260 (R2 / 12-22)

Pursuant to Executive Order No. 90-5, April 12, 1990, issued by Governor Evan Bayh, the Indiana Department of Administration requires the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000. No award of a contract or grant shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000, shall be valid unless and until this certification has been fully executed by the Contractor or Grantee and attached to the contract or agreement as part of the contract documents. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

The Contractor/Grantee certifies and agrees that it will provide a drug-free workplace by:

(a) Publishing and providing to all of its employees a statement notifying employees 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; and

(b) Establishing a drug-free awareness program to inform employees about (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 employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(d) Notifying in writing the contracting State Agency and the Indiana Department of Administration 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) take appropriate personnel action against the employee, up to and including termination; or (2) require 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.

**THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.**

**THE UNDERSIGNED ALSO AGREES THAT BY TYPING THEIR NAME ONTO THIS FORM, THEY AGREE TO THE USE OF THEIR DIGITAL NAME AS A LEGAL SIGNATURE**

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

\_\_\_\_\_  
Contract/Grant ID Number

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## CONTRACTOR'S EMPLOYEE DRUG TESTING

### IC 4-13-18 Chapter 18. Drug Testing of Employees of Public Works Contractors

4-13-18-1	Applicability
4-13-18-2	"Bid"
4-13-18-3	"Contractor"
4-13-18-4	"Public works contract"
4-13-18-5	Employee drug testing plan required in bid; collective bargaining agreements
4-13-18-6	Employee drug testing program requirements
4-13-18-7	Contract cancellation for noncompliance

#### IC 4-13-18-1 Applicability

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

*As added by P.L.160-2006, SEC.2.*

#### IC 4-13-18-2 "Bid"

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

*As added by P.L.160-2006, SEC.2.*

#### IC 4-13-18-3 "Contractor"

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.

*As added by P.L.160-2006, SEC.2.*

#### IC 4-13-18-4 "Public works contract"

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](#);
- (4) a public works contract covered by [IC 36-1-12](#);

when the estimated cost of the public works project is one hundred fifty thousand dollars (\$150,000) or more.

*As added by P.L.160-2006, SEC.2. Amended by P.L.72-2018, SEC.10.*

**IC 4-13-18-5 Employee drug testing plan required in bid;  
collective bargaining agreements**

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.

*As added by P.L.160-2006, SEC.2.*

**IC 4-13-18-6 Employee drug testing program requirements**

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:

DAPW 150A  
08-2019

- (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.

*As added by P.L.160-2006, SEC.2.*

**IC 4-13-18-7                      Contract cancellation for noncompliance**

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.

*As added by P.L.160-2006, SEC.2.*



## Domestic Steel Affirmation

State Form 12125, DAPW 11 (04-25)  
Indiana Department of Administration – Public Works

**Department of Administration  
Public Works**

402 West Washington Street, Room W462  
Indianapolis, IN 46204

E-mail: [publicworks@idoa.in.gov](mailto:publicworks@idoa.in.gov)

Website: [www.in.gov/idoa](http://www.in.gov/idoa)

### Domestic Steel Affirmation

**Project Number:**

I hereby swear or affirm under the penalties of perjury that the steel products furnished for this project shall conform to the requirements of Indiana Code 5-16-8-1 and 5-16-8-2.

#### IC 5-16-8-1 Definitions

Sec. 1. (a) The definitions in this section apply throughout this chapter.

(b) "Foundry products" means products cast from ferrous and nonferrous metals by foundries in the United States.

(c) "Person" means a natural person, corporation, limited liability company, partnership, or other business unit or association.

(d) "Public agency" means:

(1) the state of Indiana;

(2) a department, agency, board, commission, or institution of the state of Indiana; or

(3) a county, city, township, school or conservancy district, or other governmental unit or district;

that receives public bids for construction or other public works under Indiana law.

(e) "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.

(f) "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(a) 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 products 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 considered to be unreasonable.

Signature of President:

Printed Name:

Date:

Printed Name of Company:

Attesting Signature of Vice President / Secretary/ Treasurer:

Date:

**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					\$ _____

UNDER GENERAL LIABILITY POLICY OR POLICIES YES      NO

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



**INDIANA DEPARTMENT OF ADMINISTRATION  
PUBLIC WORKS DIVISION**

**GENERAL CONDITIONS**

Indiana Department of Administration  
Public Works Division  
402 W. Washington Street, W462  
Indianapolis, Indiana 46204

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**STATE OF INDIANA**  
**GENERAL CONDITIONS**

**ARTICLE 1 CONTRACT DOCUMENTS**

1.1 Definitions

1.1.1 Contract Documents

The Contract Documents consist of the Contract, 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 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 Work

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

1.1.4 Project

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

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 Contractor has visited the site and correlated its 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 Contract 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 the Designer's 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, in some places, masculine in gender. The terms Designer, Engineer, Architect, (and in certain projects Director, Public Works Division, or his/her 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. Designer 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 itself 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. Designer 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 Designer's on-site observations, Designer 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. Designer will promptly render such interpretations as Designer 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. Designer will exercise its 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's decision shall be submitted 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, Designer 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. Owner's Site Representative shall report his/her 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. Owner's Site Representative may attend meetings at the site and he/she 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 Contract. The Contractor is referred to throughout the Contract Documents as if singular in number and, in some places, masculine in gender. The term Contractor means the Contractor or its 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 Contractor 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 its best skill and attention. Contractor 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 its 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. Contractor will endeavor to eliminate any embarrassment to the Owner caused by the dispute.

4.4.4 The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Work any unfit person or any one employee unskilled in the Work assigned 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 Contractor 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 Contractor observes that any of the Contract Documents are at variance therewith in any respect, Contractor shall promptly notify the Designer in writing, and any necessary changes shall be adjusted by change order. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Designer, Contractor 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 Contractor will not be required to employ persons against whom Contractor 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 Contractor's employ. The superintendent shall represent the Contractor and shall have full authority to act on its 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 its 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 its 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 its operations. At the completion of the Work, Contractor shall remove all waste material and rubbish from and about the building as well as all its 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, in some places, masculine in gender and means a Subcontractor or its authorized representative. The term Subcontractor does not include any separate Contractor or its 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 its 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 Contractor has a reasonable objection.

5.2.3 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.

5.2.4 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.

5.2.5 The Contractor and its 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 Sub Contractual 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 Subcontractor's 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 its 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 its 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 its 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 its 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 it 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 electronic mail (email), or by registered or certified mail to the last business address known to the person 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 its employees, agents or others for whose acts the party 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. Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from liability of any nature or kind 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, Designer 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 Contractor 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 its administration of the Contract, nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from its 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 Indiana Department of Homeland Security, the Indiana Department 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 its own forces. The Contractor shall submit copies of its payroll records, if requested by the Owner, showing the hours, rates and total costs for all personnel on its payroll detailed to the degree to ensure compliance with this paragraph and any Wage Determination provisions, if required.

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 its 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 Out-of-State business entities must be authorized to do business in the State, pursuant to Indiana Code 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, its 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/her 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 said employee 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 approval by the final state approving agency on the Owner-Contractor Contract 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 Contract 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. Contractor 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 not 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 all Subcontractors (fabricators) have been paid within ten (10) days of receipt of payment that pro rata amount of funds Contractor 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 its 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 Subcontractor 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 Subcontractor 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 Owner 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 Designer determines to be properly due, or state in writing its 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 its 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 its 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 Designer 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 Designer's opinion, Designer 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 Designer's 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 its 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. Contractor 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 its 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 its 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 Contractor 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 of its compliance with all items of insurance listed herein and in the Contract. 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 Contractor 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 its employees;
- C. claims for damages because of bodily injury, personal injury, sickness, disease or death of any person other than its 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 its 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, Contractor 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 Designer's 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 its 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 Contractor 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 Contractor 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 Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of Contractor's insolvency, or if Contractor 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 Contractor 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 its surety and after giving the Contractor and its 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 hereinprovided.

END

**STATE OF INDIANA'S  
STANDARD CONTRACT FOR PUBLIC WORKS CONSTRUCTION PROJECT  
(For projects estimated more than \$150,000)**

Contract # \_\_\_\_\_

**THIS PUBLIC WORKS CONSTRUCTION CONTRACT** (“Contract”), entered into by and between the Indiana Department of Administration’s Public Works Division (“State”) and **XXXXXXXXXXXX** (“Contractor”), is executed pursuant to the terms and conditions set forth herein and is governed by Indiana Code 4-13.6, *et seq.* In consideration of those mutual undertakings and covenants, the parties agree as follows for the following Public Works Project:

Project Number: **XXXXXXXXXX**  
Project Name: **XXXXXXXXXX**  
Designer (if applicable): **XXXXXXXXXX**  
Purchase Order Number: **XXXXXXXXXX**  
Institution/Department: **XXXXXXXXXX**  
Req. No: **XXXXXXXXXX**

**1. Definitions.** The following definition of “Contract Documents” applies throughout this Contract for the State’s Public Works Project Number **XXXXXX** (“Project”).

The term “Contract Documents” shall mean and include the following: this Contract and the Project Bid Package, which includes but is not limited to 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 fifteen 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.XX**

ALTERNATE(S):

TOTAL CONTRACT PRICE: **\$XXXXXX.XX**

**4. Term.** The term of this Contract is **[X year(s) and/or xx month(s)]** commencing on the date of the last state signatory to this Contract.

**5. 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.

**6. 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.

**7. 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.

**8. 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.

**9. 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.

**10. Assignment; Successors.**

A. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. 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.

B. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. Additionally, the Contractor shall provide prompt written notice to the State of any change in the Contractor's legal name or legal status so that the changes may be documented and payments to the successor entity may be made.

**11. 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.

**12. 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 "Contractor" under 2 C.F.R. 200.331 for purposes of this Contract. However, if it is determined that the Contractor is a "subrecipient" and 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.*

**13. 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.

**14. 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.

**15. 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.* and the regulations promulgated thereunder. **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, 35-44.1-1-4, 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.

**16. 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.

**17. 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.

**18. 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).

#### **19. 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.

**20. 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.

#### **21. 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 thirty (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 (10) 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 thirty (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.

F. This paragraph shall not be construed to abrogate provisions of IC § 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 IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

**22. 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.

**23. Employment Eligibility Verification** As required by IC § 22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

A. 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.

B. 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.

C. 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.

**24. 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.

**25. 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.

**26. Funding Cancellation.** As required by Financial Management Circular 3.3 and IC § 5-22-17-5, 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.

**27. 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.

**28. 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.

**29. 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.

**30. 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 Contractor shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

**31. Indiana Veteran Owned Small Business Enterprise Compliance.** Award of this Contract was based, in part, on the Indiana Veteran Owned Small Business Enterprise ("IVOSB") participation plan, as detailed in the IVOSB Subcontractor Commitment Form, commonly referred to as "Attachment A-1" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by IDOA's Division of Supplier Diversity and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor

commitments during the Contract term. The following certified IVOSB subcontractor(s) will be participating in this Contract: **[Add additional IVOSBs using the same format.]**

IVOSB	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT
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*Briefly describe the IVOSB service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:*

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to [IndianaVeteransPreference@idoa.IN.gov](mailto:IndianaVeteransPreference@idoa.IN.gov), or mailed to IDOA, 402 W. Washington Street, Room W-462, Indianapolis, IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing IVOSB procurement and may result in sanctions allowable under 25 IAC 9-5-2. Requests for changes must be submitted to [IndianaVeteransPreference@idoa.IN.gov](mailto:IndianaVeteransPreference@idoa.IN.gov) for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to certified IVOSB subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: [www.in.gov/idoa/mwbe/payaudit.htm](http://www.in.gov/idoa/mwbe/payaudit.htm). The Contractor may also be required to report IVOSB certified subcontractor payments directly to the Division of Supplier Diversity, as reasonably requested and in the format required by the Division of Supplier Diversity.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

**32. Information Technology Enterprise Architecture Requirements.** If this Contract involves information technology-related products or services, the Contractor agrees that all such products or services are compatible with any of the technology standards found at <https://www.in.gov/iot/2394.htm> that are applicable, including the assistive technology standard. The State may terminate this Contract for default if the terms of this paragraph are breached.

**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. The required limits of liability can be obtained with a combination of primary and excess liability policies.

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 as detailed in the Minority and Women’s Business Enterprises Subcontractor Commitment Form, commonly referred to as “Attachment A” in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by the Division of Supplier Diversity and may require an amendment. It is the State’s expectation that the Contractor will meet the subcontractor commitments during the Contract term.

The following Division of Supplier Diversity certified MBE and/or WBE subcontractors will be participating in this Contract: **[Add additional MBEs and WBEs using the same format.]**

MBE or WBE	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT
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*Briefly describe the MBE and/or WBE service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:*

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana’s subcontractor payment auditing system), emailed to [MWBECompliance@idoa.IN.gov](mailto:MWBECompliance@idoa.IN.gov), or mailed to Division of Supplier Diversity, 402 W. Washington Street, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing MBE/WBE procurement and may result in sanctions allowable under 25 IAC 5-7-8. Requests for changes must be submitted to [MWBECompliance@idoa.IN.gov](mailto:MWBECompliance@idoa.IN.gov) for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to Division of Supplier Diversity certified subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that

they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: [www.in.gov/idoa/mwbe/payaudit.htm](http://www.in.gov/idoa/mwbe/payaudit.htm). The Contractor may also be required to report Division of Supplier Diversity certified subcontractor payments directly to the Division of Supplier Diversity, as reasonably requested and in the format required by the Division of Supplier Diversity.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

**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 will be sent by E-mail or first-class U.S. mail service to the following addresses, unless otherwise specifically advised. Such notice, statement or other communication shall include the Public Works Project Number in the subject line of the E-mail and the body of the notice or other communication.

A. Notices to the State shall be sent to:

Public Works Division, Director  
Indiana Department of Administration  
402 W Washington St Room W462  
Indianapolis, IN 46204  
E-mail: [rgrossman@idoa.IN.gov](mailto:rgrossman@idoa.IN.gov)

B. Notices to the Contractor shall be sent to:

**[INSERT CONTRACTOR NAME]**  
**[INSERT CONTRACTOR'S ADDRESS]**  
E-mail: \_\_\_\_\_

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 thirty five (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. If the Contractor is being paid in advance for the maintenance of equipment, software or a service as a subscription, then pursuant to IC § 4-13-2-20(b)(14), the Contractor agrees that if it fails to fully provide or perform 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.

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 the State will post this Contract on the transparency portal as required by Executive

Order 05-07 and IC § 5-14-3.5-2. 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 authorized by this Contract. Permitted expenses will be reimbursed at the rate paid by the State and in accordance with the *Indiana Department of Administration's Travel Policies and Procedures* in effect at the time the expenditure is made. Out-of-state travel requests must be reviewed by the State for availability of funds and for conformance with *Travel Policy* guidelines.

**52. 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.

**53. 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 request.

**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.**

**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.**

**Agreement to Use Electronic Signatures**

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained herein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:  
<https://secure.in.gov/apps/idoa/contractsearch/>

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

**Contractor: XXXXXXXXXXXX**

**Department of Administration  
Public Works Division**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Robert Grossman, Director  
*For IDOA Commissioner if less than \$10,000,000*  
  
Date: \_\_\_\_\_

**Approved by:**  
Department of Administration

**Approved by:**  
State Budget Agency

By: \_\_\_\_\_ (for)  
Rebecca Holwerda, Commissioner

By: \_\_\_\_\_ (for)  
Zachary Q. Jackson, Director

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

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 October 5, 2022.  
FA 22-49*

This document prepared and reviewed by:

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Counsel, Indiana Department of Administration

TEMPLATE

**STATE OF INDIANA'S  
PUBLIC WORKS CONSTRUCTION CONTRACT  
CHANGE ORDER/AMENDMENT #\_**  
**Contract # \_\_\_\_\_**

**THIS IS AMENDMENT #** [ ] to the 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, governed by Indiana Code 4-13.6, *et seq.* and approved by the last State signatory on [ ] .

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to amend the Contract as follows:

1. A written change has been requested by the Contractor, as detailed in **Amendment #** [ ] **Exhibit A**, attached hereto and incorporated herein, in connection with the following Public Works Project:

Project Number:                    **XXXXXXXXXX**  
Project Name:                       **XXXXXXXXXX**  
Designer (if applicable):       **XXXXXXXXXX**  
Purchase Order Number:       **XXXXXXXXXX**  
Institution Department:       **XXXXXXXXXX**  
Req. No:                             **XXXXXXXXXX**  
Change Order No:               **XXXXXXXXXX**

2. [ ] The Designer has recommended the Contractor's change in writing, as evidenced by **Amendment #** [ ] **Exhibit** [ ] , attached hereto and incorporated herein.  
[ ] No Designer has been contracted for this Project.

3. The State has approved the change request, as detailed in **Amendment #** [ ] **Exhibit B**, attached hereto and incorporated herein.

4. The consideration for this Amendment # [ ] is as follows:

ORIGINAL CONTRACT VALUE	\$ _____
TOTAL PREVIOUS AMENDMENT VALUE	\$ _____
PRE-AMENDMENT CONTRACT TOTAL	\$ _____
[ ] INCREASE/[ ] DECREASE THIS AMENDMENT	\$ _____
[ ] INCREASE/[ ] DECREASE REMEDIATION ALLOWANCE	\$ _____
<b>NEW CONTRACT TOTAL REMUNERATION</b>	<b>\$ _____</b>

This change represents a \$XX,XXX [ ] increase/[ ] decrease in the original contract and a \$XX,XXX [ ] increase/[ ] decrease in remediation allowance, for a total [ ] increase/[ ] decrease of \$XX,XXX. Retainage [ ] will/ [ ] will not be withheld on this change order amount.

5. The term of this Contract is hereby [ ] extended for an additional **XXX** days.  
[ ] decreased by **XXX** days.  
[ ] remains the same.

Therefore, the Contract shall terminate on [ ] .

6. **A. Minority and Women's Business Enterprises Compliance. *Include one of the options, as applicable; delete the inapplicable option.***

***OPTION 1-to be used if the MBE and/or WBE subcontractor(s) will continue to be utilized during the extension period.***

As required by 25 IAC 5-6-2(b), the following Division of Supplier Diversity certified MBE or WBE subcontractor(s) will be participating in this Contract under this Change Order/Amendment. This participation represents [ ] the same percentage or [ ] an increase of [ ] % above the original MBE and/or WBE commitment. **[Add additional MBEs and WBEs using the same format.]**

MBE or WBE	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT

*Briefly describe the MBE and/or WBE service(s)/product(s) to be provided under this Amendment and include the estimated date(s) for utilization during the extension period:*

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A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Amendment. The subcontractor agreements may be uploaded into Pay Audit (Indiana’s subcontractor payment auditing system), emailed to [MWBECompliance@idoa.IN.gov](mailto:MWBECompliance@idoa.IN.gov), or mailed to Division of Supplier Diversity, 402 W. Washington Street, RoomW-462, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing MBE/WBE procurement and may result in sanctions allowable under 25 IAC 5-7-8. Requests for changes must be submitted to [MWBECompliance@idoa.IN.gov](mailto:MWBECompliance@idoa.IN.gov) for review and approval before changing the participation plan submitted in connection with this Amendment.

The Contractor shall report payments made to Division of Supplier Diversity certified subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: [www.in.gov/idoa/mwbe/payaudit.htm](http://www.in.gov/idoa/mwbe/payaudit.htm). Contractor may also be required to report Division of Supplier Diversity certified subcontractor payments directly to the Division of Supplier Diversity, as reasonably requested and in the format required by the Division of Supplier Diversity.

Contractor’s failure to comply with the provisions in this clause may be considered a material breach of the Contract.

***OPTION 2 – to be used if the original Contract identified subcontractors in this clause, but the Contractor will not be utilizing the MBE and WBE subcontractors during the extension period.***

No certified MBE or WBE subcontractors will be participating in this Contract under this Change Order/Amendment.

**B. Indiana Veteran Owned Small Business Enterprises Compliance. *Include one of the options, as applicable; delete the inapplicable option.***

***OPTION 1-to be used if the IVOSB subcontractor(s) will continue to be utilized during the extension period.***

As required by 25 IAC 9-4-1(b), the following certified IVOSB subcontractors will be participating in this Contract under this Change Order/Amendment. This participation represents [ ] the same percentage or [ ] an increase of [ ] % above the original IVOSB commitment. **[Add additional IVOSBs using the same format.]**

IVOSB	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT

---

Briefly describe the IVOSB service(s)/product(s) to be provided under this Amendment and include the estimated date(s) for utilization during the extension period:

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A copy of each subcontractor agreement must be submitted to IDOA's Division of Supplier Diversity within thirty (30) days of the effective date of this Amendment. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to [IndianaVeteransPreference@idoa.IN.gov](mailto:IndianaVeteransPreference@idoa.IN.gov), or mailed to IDOA, 402 W. Washington Street, Room W-462, Indianapolis, IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing IVOSB procurement and may result in sanctions allowable under 25 IAC 9-5-2. Requests for changes must be submitted to [IndianaVeteransPreference@idoa.IN.gov](mailto:IndianaVeteransPreference@idoa.IN.gov) for review and approval before changing the participation plan submitted in connection with this Amendment.

The Contractor shall report payments made to certified IVOSB subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: [www.in.gov/idoa/mwbe/payaudit.htm](http://www.in.gov/idoa/mwbe/payaudit.htm). The Contractor may also be required to report IVOSB certified subcontractor payments directly to the Division of Supplier Diversity, as reasonably requested and in the format required by the Division of Supplier Diversity.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

***OPTION 2 – to be used if the original Contract identified subcontractors in this clause, but the Contractor will not be utilizing the IVOSB subcontractors during the extension period.***

No certified IVOSB subcontractors will be participating in this Contract under this Change Order/Amendment.

---

**All matters set forth in the original Contract and not affected by this Amendment shall remain in full force and effect.**

**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 Amendment 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.**

**Agreement to Use Electronic Signatures**

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>

**In Witness Whereof**, the Contractor and the State have, through their duly authorized representatives, entered into this Amendment for Public Works Project Number **XXXXXX**. The parties, having read and understood the foregoing terms of this Amendment, do by their respective signatures dated below agree to the terms thereof.

**Contractor: XXXXXXXXXXX**

**Department of Administration  
Public Works Division**

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

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

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

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

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

Robert Grossman, Director

*For IDOA Commissioner if less than \$10,000,000*

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

**Approved by:**  
Department of Administration

**Approved by:**  
State Budget Agency *PURSUANT TO IC 4-13-2-14.1*  
*APPROVAL OF THE BUDGET AGENCY*  
*IS NOT REQUIRED FOR CONTRACTS*  
*UNDER \$100,000.00*

By: \_\_\_\_\_ (for)  
Rebecca Holwerda, Commissioner

By: \_\_\_\_\_ (for)  
Zachary Q. Jackson, Director

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

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 October 5, 2022.*  
*FA 22-48*

This document prepared and reviewed by:

---

Counsel, Indiana Department of Administration

TEMPLATE

**CONSTRUCTION CONTRACT CHANGE ORDER/AMENDMENT #**

**AMENDMENT # EXHIBIT A**

**See Documents to Follow for Exhibit**

TEMPLATE

**CONSTRUCTION CONTRACT CHANGE ORDER/AMENDMENT #**

**AMENDMENT # EXHIBIT B**

**See Documents to Follow for Exhibit**

TEMPLATE



# CERTIFICATE OF SUBSTANTIAL COMPLETION

State Form 1084 (R / 10-22) / DAPW 5

INDIANA PUBLIC WORKS PROJECT NUMBER: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

TO: Department of Administration  
State of Indiana

THROUGH: Director Public Works

DESIGNER: \_\_\_\_\_

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

CONTRACT FOR: \_\_\_\_\_  
(GENERAL, MECHANICAL, ELECTRICAL, OTHER)

CONTRACT DATE: \_\_\_\_\_ CONTRACTOR P.O.NO: \_\_\_\_\_

PROJECT OR DESIGNATED AREA SHALL INCLUDE: \_\_\_\_\_

The contractor hereby certifies the Work of this project to be in complete conformance to the Contract Documents and to be substantially complete, enabling the Owner to make use of the Work as intended.

By his signature below the Contractor further requests Designer and Owner to inspect the Work and to concur in the Work's substantial completion by their signature and/or to provide in a timely manner to Contractor a listing of work items adjudged by them as remaining to be completed or corrected. Contractor agrees to complete and correct all work items representative of such listing within \_\_\_ days from date of receipt from designer.

Contractor Company Name \_\_\_\_\_  
By (written) (typed or printed) \_\_\_\_\_ Date \_\_\_\_\_  
(Shall be signed by same representative who signed Contract)

A list of items to be completed or corrected, verified by the Designer and Owner, is (is not) appended hereto. Failure to include any incomplete items on such list does not alter the responsibility of the Contractor to provide all Work in complete conformance with the Contract Documents.

Designer Company Name \_\_\_\_\_  
By (written) (typed or printed) \_\_\_\_\_ Date \_\_\_\_\_  
(Shall be signed by Designer of Record with Certification Responsibility to the State of Indiana)

The Work performed under this Contract has been reviewed and found to be substantially complete by the Director of Public Works who has hereby established the Date of Substantial Completion as \_\_\_\_\_ which is also the date of commencement of all warranties and guarantees required by the Contract Documents. The Date of Substantial Completion of the Work or designated portion thereof is the date established by the Director of Public Works when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the Work, or designated portion thereof, for the use for which it is intended.

The Owner accepts the Work or designated portion thereof as substantially complete and assumes full possession thereof, in accordance with the contract documents.

STATE OF INDIANA  
Owner \_\_\_\_\_  
By: Director Public Works \_\_\_\_\_ Date \_\_\_\_\_  
(Shall be signed by Director of Public Works as Owner's representative)

The responsibilities of the Owner and the Contractor for maintenance, heat, utilities, and insurance shall be as set out in the Contract Documents.

**SECTION 00 01 10 TABLE OF  
CONTENTS FOR SPECIFICATIONS**

**DIVISION 00            BIDDING AND CONTRACT REQUIREMENTS (SEE PAGE 2 OF THIS PROJECT MANUAL)**

**DIVISION 01            GENERAL REQUIREMENTS & ALTERNATES**

**DIVISION 02            EXISTING CONDITIONS**

Section 02 01 00      Maintenance of Existing Conditions

Section 02 41 13      Selective Site Demolition

**DIVISION 03            CONCRETE**

Section 03 30 00      Cast-in-Place Concrete

**DIVISION 05            METALS**

Section 05 52 13      Pipe and Tube Railings

**DIVISION 06            WOOD**

Section 06 15 00      Wood Decking

**DIVISION 09            FINISHES**

Section 09 91 13      Exterior Painting

**DIVISION 10            SPECIALTIES**

Section 10 14 26      Post Signage

**DIVISION 12            FURNISHINGS**

Section 12 93 00      Site Furnishings

**DIVISION 31            EARTHWORK**

Section 31 11 00      Site Clearing

Section 31 20 00      Earthwork

Section 31 25 00      Erosion Control

**DIVISION 32            EXTERIOR IMPROVEMENTS**

Section 32 12 16      Asphalt Paving

Section 32 13 00 Site Concrete  
Section 32 17 23 Pavement Marking  
Section 32 32 23 Segmental Retaining Walls  
Section 32 91 13 Soil Preparation  
Section 32 92 00 Turf and Grasses  
Section 32 94 00 Stone and Decorative Aggregates

**DIVISION 33 UTILITIES**

Section 33 05 00 Common Work Results for Utilities  
Section 33 40 00 Storm Drainage

**BROWN COUNTY**

SECTION 01 00 00 - GENERAL REQUIREMENTS

PART I – GENERAL

1.01 PROJECT REQUIREMENTS

- A. The Contractor shall perform all work required to complete the project in accordance with the Contract Documents, to meet the design intent of the Contract Documents, and to minimize potential change orders.
- B. The Contractor shall provide evidence, including a list of two (2) similar finished projects with addresses and Owner’s name and telephone numbers.
- C. The Contractor shall make a good faith effort to attend the pre-bid meeting. If a need exists to see the site on another date, bidder shall contact Property Manager to schedule a meeting on site.

1.02 DESCRIPTION

- A. This work consists of furnishing all labor, materials, and equipment necessary to complete the following work:
  - 1. Road, sidewalk, access improvements and other site work as indicated on drawings.

1.03 BID

- A. The BASE BID shall include all work and requirements indicated by the Bidding Documents.
  - 1. The Contractor shall not be allowed extra compensation by reason of any matter or thing concerning which the contractor could have fully informed himself/herself prior to bidding. No verbal agreement, understanding or conversation with an agent or employee of the Owner, either before or after the execution of this contract, shall affect or modify the terms or obligations herein contained.
  - 2. The Contractor shall submit a Schedule of Values based on various types of work in accordance with Article 9.2 of the General Conditions.
- B. ALTERNATES: One (1), See Section 01 23 00

1.05 SITE ACCESS PRIOR TO BIDDING:

- A. Bidders may obtain access to the construction site, for on-site inspection prior to pre-bid meeting as indicated in the “Notice to Bidders.”

Property Manager:

Contact: Scott Crossley, Property Manager  
Email: SCrossley @dnr.IN.gov

Address: Brown County State Park  
1405 St Rd. 46  
Nashville, IN 47448

## BROWN COUNTY

### 1.06 USE OF CONTRACT DOCUMENTS:

- A. Contractor shall examine all Specifications and Drawings for the Work, including those that may pertain to Work that the Contractor does not normally perform with its own forces.
- B. Contractor shall use all of the Project Drawings and Specifications:
  - 1. For a complete understanding of the Project.
  - 2. To determine the type of construction and systems required.
  - 3. For coordination with other contractors.
  - 4. To determine what other work may be involved in various parts or phases.
  - 5. To anticipate and notify others when work by others will be required.
  - 6. And all other relevant matters related to the project.
- C. 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.

### 1.07 COMMENCEMENT AND COMPLETION OF WORK

- A. The Contractor shall commence work within 10 days after the date of execution of the Contract.
- B. Work required by the Contract Documents **shall be completed as indicated on the Notice to Bidders.**
- 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.
- D. Before Final Payment of the Contract Price, the Contractor shall submit to the Owner, on the Contracting Firm's Letterhead, the following statement signed, dated, and witnessed:
  - 1. "I hereby certify that to the best of my knowledge no asbestos-containing material was used as a building material during this project."

### 1.08 BUILDER'S RISK INSURANCE:

- A. The Contractor shall, during the term of this contract and as required in Article 11.2.1 of the General Conditions, maintain a Builder's Risk Policy in the amount of 100% of the contract amount.

### 1.09 PAYMENT BOND:

- A. Contractor **shall provide a payment bond** in an amount equal to one hundred percent (100%) of the total contract price. Payment bond shall meet the requirements of Section 7.6 of the General Conditions.

### 1.10 SUBMISSION OF POST-BID INFORMATION:

- A. Submit the following information within ten (10) days of receipt of Notice to Proceed.
  - 1. Designation of the work to be performed by the Contractor with his own forces.
  - 2. A list of Subcontractors.
  - 3. A list of manufacturers and suppliers.

## **BROWN COUNTY**

4. A Progress schedule for the work in relation to the entire Project.
5. A Schedule of Values. This schedule, when approved by the Owner shall be used as a basis for the Contractor's Applications for Progress and Final Payments.

### 1.11 MEASUREMENT AND PAYMENT - LUMP SUM

- A. Payment for Lump Sum projects will be based on the accepted schedule of values for the project. No separate measurement for payment will be performed for Lump Sum Work. All Work described in the Specifications and/or shown on the Drawings shall be included in the Lump Sum Bid.

### 1.12 CODES AND STANDARDS:

- A. All work shall meet or exceed all current codes and standards, all current rules and regulations and all applicable requirements of Federal, State and Local Authorities having jurisdiction, including the latest OSHA and Americans with Disabilities Act of 1990 amended to date.
- B. Meet and comply with the applicable portions of the latest editions of the following standards and codes:
  1. Indiana Construction Rules and Regulations.
  2. Indiana Building Code
  3. Indiana State Construction Industry Safety Code.
  4. Indiana Electric Code.
  5. Indiana Plumbing Code.
  6. Indiana Mechanical Code.
  7. Indiana Energy Code.
  8. Indiana Fire Code
  9. Indiana Accessibility Code
- C. Standards:
  1. All Materials: manufactured and tested in accordance with latest editions of UL, ANSI, and respective Association Standards. UL labeling shall be provided where specified for specific items.
  2. Owner's Requirements or Regulations, pertaining to safety, fire, conduct, parking, sanitary conditions, smoking, etc., shall be strictly adhered to by Contractors and their employees and Subcontractors on the job.

### 1.13 WORKING HOURS:

- A. Contractor shall perform all construction activity on Monday thru Friday, excluding state holidays, between the hours of 7:00 a.m. and 5:00 p.m., unless previous arrangements are made with the Owner.
- B. All work performed at other times shall be only by approval from the Owner, confirmed in writing, and shall not constitute a change in the contract amount.

### 1.14 PROGRESS MEETINGS:

- A. Progress meetings will be held throughout progress of the Work at intervals agreed to by Owner and Contractor.

## **BROWN COUNTY**

### 1.15 EXISTING SITE CONDITIONS:

- A. Data on the drawings pertaining to present conditions, dimensions, type of construction, obstructions on or near site, location of utilities, etc. have been obtained from sources believed reliable, but accuracy of such data is not guaranteed and is furnished solely for accommodation of the Contractor.
- B. The Contractor shall, prior to excavating, verify the location of all buried utilities, public and private including buried power lines and fiber optic cables.

### 1.16 CONSTRUCTION AND STORAGE AREA:

- A. The Contractor shall confine the construction operations and storage of materials within the project construction work limits.
- B. Soil disturbance outside of the construction limits is prohibited.
- C. Except for permanent site improvements provided under the Contract, Contractor shall restore property disturbed during the Work to the conditions which previously existed.
- D. 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 of equipment shall be subject to approval of Owner.
- E. The Contractor shall be responsible for the protection of all facilities during the entire period of service. Any damages to the existing facilities, roads, lawns, driveways, or other State-owned property caused by the contractor shall be repaired by the Contractor at his/her expense and in a manner and schedule approved by the Owner.
- F. The 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.

### 1.17 ROADWAY–SITE PROTECTION:

- A. The Contractor shall, at his expense, be responsible to repair any and all damage to the State property's roads and drainage structures caused by his equipment and/or personnel from project site. Areas to be repaired shall be done by using similar material and be approved by the Engineer.
- B. The ingress and egress to the project site shall be approved by the Project Manager.

### 1.18 SUBSTITUTIONS:

**BROWN COUNTY**

- A. Request for substitutions shall be made in accordance with the requirements of paragraph 07 of the Instructions to Bidders and accordingly shall be requested at least 7 days prior to the Bid date.
- B. Substitutions shall be made in accordance with the requirements of Article 7 of the General Conditions.

1.19 ARCHEOLOGICAL AND HISTORIC ARTIFACTS:

- A. If any objects are uncovered during construction which could possibly be of archeological or historic importance, this shall immediately be reported to the Owner. Work at that spot shall not proceed further until the 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.

1.20 SALVAGE RIGHTS:

- A. Unless stated otherwise in the specifications or on the plans, all equipment and materials removed as part of this project and not indicated for re-use on the project and not listed above shall become the property of the Contractor and removed from the site.

1.21 CONFINED SPACE ENTRY:

- A. Written permit is required prior to entry into areas meeting the OSHA definition of a "permit required confined space". Areas meeting this definition and which are known or presumed to require access for this project are as follows:
  - 1. There are no known permits required for confined spaces on this project.
- B. Non-listing of a confined space requiring access does not relieve the Contractor of responsibility for obtaining a permit if required by OSHA Regulations.

END OF SECTION

BROWN COUNTY

SECTION 01 23 00 - ALTERNATES

PART 1 - GENERAL

1.01 DESCRIPTION:

- A. The bids for the alternates described herein are required to obtain information necessary for setting the scope of the project in its entirety.
- B. Add Alternates herein described are not to be included in the Base Bid Scope of Work.
- C. Deduct Alternates herein described are to be included in the Base Bid Scope of Work and deducted from the project as described.
- D. Bidder shall provide a response to each alternate specified. The response must indicate the amount to ADD to the Base Bid, DEDUCT from the Base Bid or that there is NO CHANGE. Substitution of materials or methods of work other than as called for in the documents, i.e. "voluntary alternates" shall be cause for rejections of bid as non-conforming. Refer to Page 2, DAPW 13 and Article 12(D), Instructions to Bidders, DAPW 29 or DAPW 30.
- E. All Requirements of the specification shall govern the work of this section. This section describes the changes to be made under each alternate.

1.02 ALTERNATES

- A. Alternate Number 1:
  - 1. **Work indicated in drawings as Alternate 1**
    - a. Work associated with parking and accessibility improvements in the "Cabins" area as indicated in the drawings as Alternate 1.

1.03 CONTRACT AWARD:

- A. Contract award shall be based on the Base Bid or combination of the Base Bid and Alternate(s) chosen to be accepted by the State.

END OF SECTION

## SECTION 02 01 00 - MAINTENANCE OF EXISTING CONDITIONS

### PART I - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Protection of existing buildings, facilities, utilities and site improvements to remain.
2. Verification of existing utilities, site improvements and site conditions.

##### B. Related Sections:

1. Division 02 Section "Selective Site Demolition".

#### 1.2 SUBMITTALS

##### A. Shop Drawings: submit drawings showing details of any proposed construction which is necessary to protect existing construction and utilities.

##### B. Engineering Design:

1. If required by job conditions, Contractor shall retain the services of a licensed Professional Engineer registered in the state in which the project is located to design temporary and permanent installations as required to protect existing improvements and conditions.
2. All information required for the design shall be the Contractor's responsibility to obtain.
3. Submit design drawings and calculations to the Architect/Engineer for review. Review by the Architect/Engineer shall not relieve Contractor of full responsibility for design or work. The purpose of the Architect/Engineer review shall be only to protect the Owner from inadequate or insufficient protection for existing improvements and conditions. By reviewing the design, the Architect/Engineer assumes no responsibility for the design or adequacy thereof.
4. Underpinning calculations, if required, shall be reviewed by the Geotechnical Engineer.
5. All design drawings and calculations submitted shall be signed and sealed by the Contractor's Engineer.

#### 1.3 PROJECT CONDITIONS

##### A. Existing Site Conditions:

1. The Drawings do not propose to show all existing improvements on the site.
2. Information shown on the Drawings was obtained from drawings of previous construction projects and/or a site survey provided by the Owner.

Brown County State Park  
Accessibility Improvements

3. Recorded information concerning existing construction is available for examination in the Architect/Engineer office.
  4. Existing structures:
    - a. Bottom of existing footing elevations are unknown.
    - b. Loads on existing footings and foundations are unknown.
    - c. Dimensions of existing foundations are unknown.
  5. Information regarding existing subsurface conditions is unconfirmed. See Division 00 Section "Geotechnical Data" for available information regarding Geotechnical Data and soils information.
  6. Information concerning the approximate locations of known existing underground utilities is shown on the Drawings. Depths and locations of existing utilities are unconfirmed.
  7. Utilities include all underground and above ground piping, conduits, cables and related structures and appurtenances. Utilities also include sewers.
- B. Contractor is responsible for field verifying all existing site conditions.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. General:
1. Contractor may use materials and systems recognized as suitable for protection of existing improvements and conditions.
  2. Untreated wood may only be used for temporary protection, bracing, supports, shores, etc.
  3. The Owner or Architect/Engineer may prohibit certain materials and systems if they interfere with the Owner's operations.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Pre-Bid Site Inspection:
1. Bidders shall examine the site, inspect existing buildings, review existing plans and become familiar with all conditions under which the contract work will be performed.
  2. This shall be completed during the bidding phase in order that bids include all costs for protection of existing improvements and conditions.
  3. Contractor shall notify Architect/Engineer during the bidding phase of any discrepancies in bidding documents, existing conditions documents and field conditions.

Brown County State Park  
Accessibility Improvements

4. No later claim for extra compensation will be allowed, unless it is determined by the Owner and Architect/Engineer to be unforeseen conditions.

B. Pre-Construction Verification of Existing Conditions:

1. Contractor shall verify all existing site conditions and improvements prior to construction, which includes field verifying locations of existing utilities and all other existing above grade and below grade improvements which may affect proposed construction activities.
2. Contractor shall notify Architect/Engineer immediately with conflicts or discrepancies from existing field conditions, existing conditions documentation and proposed new construction.
3. These verifications are to be done well in advance of construction activities in order to allow time for revising design if required.

3.2 GENERAL

- A. Contractor shall have underground utilities marked prior to beginning any excavation or other underground work in area of proposed activity.
- B. Provide all permanent and temporary construction necessary to protect existing improvements and conditions as required by construction activities.
- C. Install all protection in a manner which will not interfere with the Owner's operations or adjacent work.
- D. If at any time movement or other failure is observed in existing improvements or conditions, cease operations, provide all additional protection necessary to stabilize and retain said existing installations and notify Owner immediately.

3.3 JOB COMPLETION

- A. Upon completion of construction activities, leave the site in a neat and orderly condition.
- B. Restore all areas disrupted by construction activities, which were to remain and not be altered, to their original condition at no additional cost to Owner.

END OF SECTION 02 01 00

## SECTION 02 41 13 - SELECTIVE SITE DEMOLITION

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Demolition of existing site improvements made obsolete by this project, as indicated or implied by the contract documents.
2. Removal of demolition items and debris from site.
3. Protection of items to remain.
4. Abandonment of items indicated in contract documents.
5. Removal, storage and protection of items to be salvaged.
6. The removal of asbestos or lead containing products is not included in this scope of work. If such materials are discovered during demolition, notify the Owner immediately.

##### B. Related Sections:

1. Division 31 Section "Site Clearing".

#### 1.2 REQUIREMENTS

##### A. General:

1. Proper access and function of existing facility operations must be maintained at all times.
2. Demolition activities shall not interfere with or interrupt the operations of the facility, employees or the public.
3. A complete and operable utility system must be maintained at all times.
4. Sufficient parking and site access must be maintained at all times.
5. The route for construction traffic and the removal of debris shall be limited to specific areas. See Drawings for further information.
6. Contractor is solely responsible for providing all permanent and temporary means to ensure site access, utility services and other required conditions are maintained at all times.

##### B. Miscellaneous:

1. On-site burning is not permitted.
2. Blasting or any other use of explosives is not permitted.
3. Use of heavy vibratory or other similar means that cause excessive nuisance to the public or compromise safety of existing facilities is not permitted.
4. Comply with NFPA 241 (latest edition).

Brown County State Park  
Accessibility Improvements

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Concrete: If required, shall comply with Division 32 Section "Site Concrete".
- B. Flowable Fill: If required, shall comply with Division 31 Section "Flowable Fill".
- C. All other materials not specifically described but required for proper completion of the Work, shall be selected by the Contractor subject to approval of the Architect/Engineer and Owner.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Refer to Division 02 Section "Maintenance of Existing Conditions" for verification and maintenance of existing site conditions.
- B. Coordination:
  - 1. Contact Owner prior to site mobilization to discuss and verify site access and routing requirements. Prepare a schedule if requested by Owner.
  - 2. Before commencing the work of this Section, verify with the Architect/Engineer and Owner all items to be removed, all items to remain and all items to be salvaged.

3.2 GENERAL

- A. Protection:
  - 1. Demolition shall be done in such a manner to protect adjacent materials.
  - 2. Use all necessary and appropriate means to prevent the spread of dust during demolition.
  - 3. Protect employees and public from dust, noise, light, vibration, odor and all other types of nuisances and hazards.
  - 4. Protect all existing items to remain. If such items are damaged, they shall be repaired or replaced by the Contractor to the Owner's satisfaction at no additional cost to Owner.
  - 5. Items to be demolished as indicated in contract documents or made obsolete per field conditions shall be removed and disposed of off the project site. Abandoning such items in place shall not be permitted unless specifically indicated in the contract documents or approved by Architect/Engineer and Owner.
  - 6. Avoid overloading of existing structures by either a build-up of demolished items or by impact loading of demolished items on the existing structure.
  - 7. Bracing and shoring and other similar and appropriate mean shall be used where necessary to avoid collapse or other compromising of structures or materials.
- B. Demolition:

Brown County State Park  
Accessibility Improvements

1. Items indicated in contract documents to be demolished shall be removed, demounted or disconnected in the best possible manner to ensure that no damage will result to other adjacent items or surfaces to remain.
2. Abandoning demolished items in place is not permitted unless specifically indicated in the contract documents or approved by Architect/Engineer and Owner.
3. For items indicated or approved as being abandoned in place, the means of abandonment shall be reviewed and approved by the Architect/Engineer and Owner prior to abandonment.
4. Phase demolition as described in the contract documents, as required per field conditions and per Owner's request.

C. Salvage:

1. Protect items to be salvaged during removal, handling and storage.
2. All reusable items salvaged during demolition operations shall be retained for the Owner's inspection. Only items so inspected and rejected by the Owner shall be disposed. All other such items shall be turned over to the Owner.

D. Cleaning:

1. Areas in which demolition and salvage work are being done shall be cleaned daily.
2. All dirt, dust, debris, unsalvageable and non-reusable items and similar items shall be removed from the project site daily.
3. Under no circumstances shall such refuse be allowed to collect for longer periods.
4. Refuse shall not be allowed to block or otherwise impair circulation in corridors, stairs, sidewalks or other traffic areas at any time.

E. Disposal:

1. Except for items or materials indicated to be reused, salvaged, reinstalled or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them at an EPA-approved landfill.

3.3 JOB COMPLETION

- A. At the completion of demolition activities, ensure all demolition debris is removed from site. Restore adjacent areas to original condition and repair any damaged items to Owner's satisfaction at no additional cost to Owner.

END OF SECTION 02 41 13

## SECTION 31 11 00 – SITE CLEARING

### PART I - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Clearing and grubbing.
  - 2. Topsoil stripping and stockpiling.
  - 3. Protection of existing vegetation to remain.
  
- B. Related Sections:
  - 1. Division 31 Section "Earthwork".
  - 2. Division 31 Section "Erosion Control".

#### 1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.

#### 1.3 QUALITY ASSURANCE

- A. Tree Service Qualifications: An experienced tree service firm that has successfully completed tree protection and trimming work similar to that required for this Project and that will assign an experienced, qualified arborist to Project site on a full-time basis during execution of the Work.
  
- B. Tree Pruning Standards: Comply with ANSI A300, "Trees, Shrubs, and Other Woody Plant Maintenance - Standard Practices," unless more stringent requirements are indicated.

#### 1.4 PROTECTION

- A. Description:
  - 1. Protect existing trees, vegetation and site improvements to remain.
  - 2. Damage or destruction of items intended to remain shall be repaired or replaced to the satisfaction of the Owner, without additional cost to the Owner.
  - 3. Mark and protect trees and other existing landscaping to remain by barricades and by wrapping. Place barricades generally outside the drip-line.
  - 4. Protect trees and other vegetation to remain from sprayed herbicides or soil poison.

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PART 2 - PRODUCTS

2.1 MATERIALS

- A. Wrapping: Burlap AASHTO-M182-60 Class 2.
- B. Barricades: Minimum shall be U.V. resistant orange plastic snow fence, 4'-0" high with posts as required to comply with protection requirements.
- C. Tree Wound Paint: Standard bituminous product.
- D. Marking: Bright surveyor's tape.

PART 3 - EXECUTION

3.1 GENERAL

- A. Coordination and Verification:
  - 1. Contact Owner prior to clearing and grubbing to verify items of salvage.
  - 2. Also verify all existing trees, landscaping and other items or areas which are to remain and which are to be cleared.
- B. Dust Prevention: Use water sprinkling and other necessary means to prevent dust from becoming a nuisance to the Owner, public or concurrent performance of the work.
- C. Limits:
  - 1. Limits of clearing and grubbing shall be the construction limits as shown on the Drawings, or indicated and implied by the Contract Documents.
  - 2. If any clarification of limits is necessary, contact Owner and Architect/Engineer.
  - 3. If any work is necessary outside the contract limits, contact Owner and Architect/Engineer for approval prior to work.
- D. Clearing:
  - 1. Clean the site of all boulders, trash and debris as indicated and necessary.
  - 2. Remove items and materials indicated on Drawings to be removed.
  - 3. At areas to be covered by paving, walks, curbs, mechanical and electrical items, and where existing surfaces will be graded to new elevations, remove all trees, shrubs and other vegetation as required for installation of Work.
  - 4. Refer to Drawings for additional trees, shrubs and other vegetation to be removed.
  - 5. Saw damaged tree limbs clean and apply tree wound paint.
- E. Grubbing:
  - 1. Unless partial removal is indicated, remove all items to their full depth.

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2. Where partial removal is indicated or is practical, make straight and neat cuts in existing materials.
3. Remove all stumps, roots over 2" in diameter, and matted roots within the limits of grubbing to the following depth from finish grading:
  - a. Footings: 18" or as required to provide construction clearance.
  - b. Walks: 12".
  - c. Roads: 18".
  - d. Parking areas: 12".
  - e. Lawn areas: 8".
4. Apply tree wound paint to all cut ends of remaining stumps or roots to prevent regrowth.

F. Removal and Disposal:

1. Remove all logs, stumps, roots, cuttings, and other material as a result of clearing and grubbing daily as it accumulates and legally dispose of off-site.
2. Burning of these materials on the site is not permitted.

G. Completion of Work: Remove barricades at completion of work and ensure site is clean and free from debris.

3.2 PREPARATION

- A. Install temporary fencing located as indicated or outside the drip line of trees to protect remaining vegetation from construction damage.
- B. Protect tree root systems from damage due to noxious materials caused by runoff or spillage while mixing, placing, or storing construction materials.
- C. Protect root systems from flooding, eroding, or excessive wetting caused by dewatering operations.
- D. Do not store construction materials, debris, or excavated material within the drip line of remaining trees.
- E. Do not permit vehicles or foot traffic within the drip line; prevent soil compaction over root systems.
- F. Do not allow fires under or adjacent to remaining trees or other plants.

3.3 EXCAVATION

- A. Install shoring or other protective support systems to minimize sloping or benching of excavations.
- B. Do not excavate within drip line of trees, unless otherwise indicated.

- C. Where excavation for new construction is required within drip line of trees:
  - 1. Hand clear and excavate to minimize damage to root systems.
  - 2. Use narrow-tine spading forks and comb soil to expose roots.
  - 3. Relocate roots in backfill areas where possible.
  - 4. If encountering large, main lateral roots, expose roots beyond excavation limits as required to bend and relocate them without breaking.
  - 5. If encountered immediately adjacent to location of new construction and relocation is not practical, cut roots approximately 3 inches back from new construction.
  - 6. Do not allow exposed roots to dry out before placing permanent backfill.
  - 7. Provide temporary earth cover or pack with peat moss and wrap with burlap.
  - 8. Water and maintain in a moist condition.
  - 9. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.
  
- D. Where utility trenches are required within drip line of trees:
  - 1. Tunnel under or around roots by drilling, auger boring, pipe jacking, or digging by hand.
  - 2. Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities.
  - 3. Cut roots with sharp pruning instruments; do not break or chop.

### 3.4 REGRADING

- A. Grade Lowering:
  - 1. Where new finish grade is indicated below existing grade around trees, slope grade beyond drip line of trees.
  - 2. Maintain existing grades within drip line of trees.
  - 3. Where new finish grade is indicated below existing grade new trees, slope grade away from trees unless otherwise indicated.
  - 4. Root Pruning: Prune tree roots exposed during grade lowering. Do not cut main lateral roots or taproots; cut only smaller roots. Cut roots with sharp pruning instruments; do not break or chop.
  
- B. Minor Fill: Where existing grade is 6 inches or less below elevation of finish grade, fill with topsoil. Place topsoil in a single un-compacted layer and hand grade to required finish elevations.
  
- C. Moderate Fill: Where existing grade is more than 6 inches, but less than 12 inches, below elevation of finish grade, place drainage fill, filter fabric, and topsoil on existing grade as follows:
  - 1. Carefully place drainage fill against tree trunk approximately 2 inches above elevation of finish grade and extend not less than 18 inches from tree trunk on all sides. For balance of area within drip-line perimeter, place drainage fill up to 6 inches below elevation of grade.
  - 2. Place filter fabric with edges overlapping 6 inches minimum.

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3. Place fill layer of topsoil to finish grade. Do not compact drainage fill or topsoil. Hand grade to required finish elevations.

3.5 TREE PRUNING

- A. Prune remaining trees affected by temporary and new construction.
- B. Prune remaining trees to compensate for root loss caused by damaging or cutting root system. Provide subsequent maintenance during Contract period as recommended by qualified arborist.
- C. Pruning standards: Prune trees according to ANSI A300:
- D. Cut branches with sharp pruning instruments, do not break or chop.
- E. Chip branches removed from trees. Spread chips where indicated or as directed by Architect/Engineer.

3.6 TREE REPAIR AND REPLACEMENT

- A. Promptly repair trees damaged by construction operations within 24 hours. Treat damaged trunks, limbs, and roots according to written instructions of the qualified arborist.
- B. Aerate surface soil, compacted during construction, 10 feet beyond drip line and no closer than 36 inches to tree trunk. Drill 2-inch diameter holes a minimum of 12 inches deep at 24 inches o.c. Backfill holes with an equal mix of augured soil and sand.

END OF SECTION 31 11 00

## SECTION 31 20 00 - EARTHWORK

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Excavation, filling, backfilling and compacting.
2. Trenching and trench backfilling.
3. Mass earthwork and rough grading.
4. Finish grading, including spreading of topsoil.
5. Dewatering.
6. Soil stabilization.
7. Testing and inspection.

##### B. Related Sections:

1. Division 02 Section "Selective Site Demolition".
2. Division 31 Section "Site Clearing".
3. Division 31 Section "Erosion Control".

#### 1.2 QUALITY ASSURANCE

##### A. Testing and Inspection:

1. All testing and inspection shall be performed by an independent Geotechnical Engineering Consultant ("Geotechnical Engineer").
2. The Geotechnical Engineer is responsible for all testing, sampling and inspection.
3. The Geotechnical Engineer is responsible for approving materials, installation and procedures.
4. The Contractor is responsible for providing these services.
5. The Contractor is responsible for all coordination and scheduling with the Geotechnical Engineer.

##### B. Topsoil:

1. All topsoil shall be tested and approved by the Soil Scientist.
2. Refer to 1.3 Submittals for more information.

##### C. Any work in public right-of-way or other areas subject to the jurisdiction of any body shall be performed either to the requirements of that jurisdiction or to the requirements of this Specification, whichever is more stringent.

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1.3 SUBMITTALS

- A. All submittals shall be reviewed approved by Architect/Engineer and Geotechnical Engineer.
- B. Product Data and Test Reports:
  - 1. Field and laboratory tests and inspections.
  - 2. Drainage fill: Include material specifications and sieve analysis. Include signed material certificate from manufacturer/supplier.
  - 3. Chemical modification: Include material specifications and signed material certificate from manufacturer/supplier.
  - 4. Geo-synthetic materials: Include material specifications and signed material certificate from manufacturer/supplier.

C. Topsoil:

- 1. Furnish topsoil analysis performed by a soil scientist.

Approved Vendors:

- a. A&L Greatlakes Laboratories at 3505 Conestoga Dr. Fort Wayne, IN 46808.
  - b. Lawn & Garden Soil Analysis at 682 North Pleasant Street, University of Massachusetts, Amherst, MA 01003.
- 2. Analysis shall state the following: (Refer to Part 2 for minimum requirements)
    - a. Percentage of organic matter.
    - b. Gradation of sand, silt and clay, Include USDA textural classification.
    - c. Cation exchange capacity.
    - d. Deleterious material.
    - e. pH.
    - f. Mineral and plant nutrient content (phosphorus, potassium, magnesium, calcium).
    - g. Any requirements or recommendations necessary to make it suitable.
    - h. Annual nutrient requirements and recommendations for evergreens shrubs, trees, and flowers. Soil test results without recommendations will be rejected.
  - 3. This analysis is required for both on site and off site topsoil.
  - 4. Samples of the topsoil shall be taken under the following conditions:
    - a. Within four (4) weeks prior to placing topsoil, take three representative samples of proposed topsoil.
    - b. Within one week after placing topsoil, take three representative samples of in-place topsoil.
    - c. All samples shall be taken in witness of the Owner, in areas approved by the Owner. Contractor to coordinate with Owner as required.
  - 5. Provide copies of all topsoil analysis and recommendations to Owner and Architect/Engineer.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General:

1. All soil materials shall be approved by the Geotechnical Engineer.
2. All soil materials shall be suitable for each application.
3. Suitable soils are defined as soils which provide proper strength, compaction and drainage requirements and which are approved by the Geotechnical Engineer.
4. Fill material which is unsuitable due to excess moisture will not be classified as unsuitable if it can be dried to optimum moisture specified herein by manipulation, aeration or blending with other materials satisfactorily as approved by the Geotechnical Engineer.

B. Fill Materials:

1. Note: The following describes fill materials and their application for use. The materials shall be used for the listed applications, unless designated otherwise on the Drawings. If the Contractor has any questions or concerns regarding the materials or intended application, contact the Architect/Engineer for direction. Compaction requirements are the percentage of maximum dry density per ASTM D698 Standard Proctor Test, unless noted otherwise in the Geotechnical Report.
2. General fill:
  - a. Suitable on-site or off-site fill material free of debris, roots, organic and frozen materials, and stones having a maximum dimension of 2".
  - b. Minimum compaction: 95%.
  - c. Application: General filling and backfilling of excavations and trenches outside of the building.
3. Structural fill:
  - a. Suitable on-site or off-site fill material free of debris, roots, organic and frozen materials, and stones having a maximum dimension of 2".
  - b. Minimum compaction: 100%.
  - c. Application: Compacted subgrade under buildings, foundations and areas subject to structural loads.
4. Granular fill:
  - a. Clean, natural or manufactured sand per requirements of INDOTSS Type "B" borrow, 4.75mm (No. 4) gradation. Pea gravel is not acceptable.
  - b. Minimum compaction: 95%.
  - c. Application: Backfilling of excavations and trenches which are under or within 5' of pavement, and underneath exterior concrete pavement, walks, curbs and slabs on grade.
5. Drainage Fill:

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- a. General: Clean, washed fill sand with 100% passing the 4.75mm (No.4) sieve and no more than 5% passing the 0.075 mm (No. 200) sieve. Pea gravel or #53 stone are not acceptable.
  - b. Minimum compaction: 95%.
  - c. Application: Free draining material required for applications such as the outside of basement walls, the back side (earth side) of retaining walls and building slabs on grade.
6. Aggregate fill: Unless otherwise indicated, shall meet the following:
- a. Naturally or artificially graded mixture of natural or crushed gravel, crushed stone and natural or crushed sand.
  - b. ASTM D2940, with 100 percent passing a 1 ½ inch sieve and not more than 8 percent passing a No. 200 sieve.
  - c. Application: base course under concrete and other items per plans.
7. Permeable soil mix:
- a. Permeable soil mix to promote infiltrate and allow runoff to filter through media and sustain vegetation.
  - b. Soil shall consist of the following:
    - a) 50-60% sand.
    - b) 20-30% compost.
    - c) 20-30% topsoil.
  - c. Clay is not permitted.
  - d. Shall have a minimum permeability rate of 1.0 feet per day (0.5 inches per hour)
  - e. Application: Rain Gardens and Bioswales.
- C. Topsoil:
1. Topsoil shall be fertile, friable, natural surface soil obtained from well-drained areas and possessing characteristics of representative soils in the project vicinity that produce heavy growths of crops, grass or other vegetation.
  2. Topsoil shall consist of friable loam, reasonably free of subsoil, clay lumps, brush, roots, weeds or other objectionable vegetation, stones or similar objects larger than 1-1/2" in any dimension, litter or other materials unsuitable or harmful to plant growth.
  3. Supplement on-site topsoil with off-site topsoil as necessary.
  4. Unless otherwise indicated, minimum compacted thickness in lawn areas is 4".
  5. The mechanical analysis of topsoil shall be as follows:
    - a. 1" mesh sieve size; 99%-100% passing.
    - b. 1/4" mesh sieve size: 97%-99% passing.
    - c. No. 100 mesh sieve size: 40%-60% passing.
    - d. No. 200 mesh sieve size: 20%-40% passing.
  6. The following minimum requirements shall also be met:

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- a. Organic matter: 3-5%.
- b. pH: 6.5 to 7.3.
- c. Sand, silt, clay content: per USDA loam textural classification.
- d. Minerals and nutrients: Per Geotechnical Engineer or Soil Scientist recommendations and amendments suitable for use in local area.

D. Soil Separator Fabric:

1. Nonwoven, needle-punched geotextile fabric manufactured from polyolefins or polyesters per ASTM M288, suitable for subsurface drainage and other specified applications.
2. Application: subsurface drains and as specified in Contract Documents.
3. Specifications (values based on Mirafi 140N):
  - a. Apparent opening size: 70 (U.S. Standard Sieve Size); ASTM D-4751-99A.
  - b. Flow rate: 135 gpm/sf; ASTM D-4491-99A.
  - c. Puncture strength: 65 lbs; ASTM D-4833-00.
  - d. Mullen Burst: 225 lb/sq. in.
  - e. Grab tensile/elongation: 155 lbs/50%.
  - f. UV Resistance: 70% at 500 hours.

E. Geo-synthetic Reinforcement:

1. General: H-Series HX165 Geogrid as manufactured by Tensar International Corp., Atlanta Georgia.
2. Application: Soil stabilization as required and as recommended by the Geotechnical Engineer.

F. Chemical Modification:

1. General: INDOTSS 215.
2. Materials: Hydrated lime per INDOTSS 913.04(b) and Type I Portland cement per INDOTSS 901-01(b).
3. Quantity: 4.0 +/- 0.5% by dry unit mass of the soils.
4. Application: If Geotechnical report indicates that chemical modification may be needed for soil stabilization, then Contractor shall include provisions for chemical modification in their bid.

G. Other Materials:

1. All other materials not specifically described but not required for proper completion of the Work of this Section, shall be as selected by the Contractor subject to the approval of the Architect/Engineer and Geotechnical Engineer.

PART 3 - EXECUTION

3.1 REQUIREMENTS

A. General:

1. Weather: Do not perform earthwork activities during inclement weather.
2. Dust: Use all necessary and appropriate means, such as water sprinkling, as required to prevent dust from being a nuisance to the Owner, public and concurrent performance of other work on the site.
3. Conflicts: Should the preceding job conditions or other items specified herein because actual or possible conflicts, notify the Architect/Engineer immediately and do not proceed until such conflict has been resolved.
4. Refer to Division 31 Section "Termite Control" for termite protection requirements.

B. Preparation: Verify that the following has been completed prior to beginning earthwork:

1. Protective fencing has been installed for trees and vegetation to remain.
2. Site clearing (clearing and grubbing).
3. Selective site demolition.
4. Erosion and sediment control measures are in place.

C. Protection:

1. For items indicated to remain, provide protection to prevent damage from construction activities. Any damage or destruction to items intended to remain intact shall be repaired or replaced to the satisfaction of the Owner at the Contractor's expense.
2. Topsoil: Protect placed topsoil from heavy machinery traffic. Remove and replace topsoil that is compacted by heavy machinery traffic.
3. Subgrade: Ditches and drains along the subgrade shall be maintained to drain effectively at all times. Repair subgrade of any ruts that may occur by reshaping and recompacting as required.
4. Utilities: Determine locations of existing utilities and the extent to which they may affect earthwork operations. Where service and utility lines are to remain, provide protection to prevent damage or disruption of services.
5. Damaged utilities shall be repaired immediately at the Contractor's expense.
6. Open excavation:
  - a. The Contractor is responsible for ensuring all open excavations are properly barricaded and protected at all times. This includes work such as mass excavation and trenching, and also includes other potentially dangerous conditions such as retention ponds.
  - b. Provide and install all necessary and appropriate means such as, but not limited to, signage, fencing, traffic barricades, and lighting to warn, discourage, and prevent danger to adjacent workers and general public.
  - c. Unless otherwise indicated, install a minimum 6' 10-gauge chain link fence around all open excavations, retention ponds, and other areas of potential danger, and

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maintain them while such conditions exist. Increase measures as required per site conditions.

3.2 LAYOUT

- A. Surveyor: Secure the services of a licensed land surveyor, acceptable to the Architect/Engineer and Owner, to layout locations of building, parking areas, drive, walks, curbs, finish elevations and other work, including mechanical and electrical items that are to be installed on the project site.
- B. References: Establish and maintain lines, corners, elevations and general reference points. Verify dimensions indicated on Drawings. If conflicts exist, immediately notify the Architect/Engineer before continuing work.

3.3 EXCESS WATER CONTROL

- A. Excess moisture: If excess moisture is present in soils, do not resume operations until moisture content and density are reported to be satisfactory by the Geotechnical Engineer.
- B. Flooding: Provide berms or channels to prevent flooding of subgrade. Promptly remove all water collecting in depressions.
- C. Softened subgrade: Where soil has been softened or eroded by flooding or placement during inclement weather, remove all damaged areas and recompact as specified for fill and compaction.
- D. Dewatering:
  - 1. Provide and maintain ample means and devices with which to promptly remove and dispose of all water from every source entering the excavations or other parts of the work at all times during construction.
  - 2. Dewater by means which will ensure dry excavations and the preservation of the final lines and grades at bottom of excavations, such as sump pumps, trenching, etc.
  - 3. Do not use extreme measures or durations as to cause adverse effects to Project Site or adjoining properties.

3.4 CHEMICAL MODIFICATION

- A. General:
  - 1. Scarify and/or disc area to a depth of 12" prior to distributing modifiers.
  - 2. Utilize screw type, cyclone, or pressure manifold type distributors to apply modifier.
  - 3. Do not apply when wind conditions create potential hazards or transference of material to adjacent areas.
  - 4. Mix modifiers with rotary speed mixers or disc harrow, and continue until a homogenous layer of the required thickness is obtained.

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5. Compaction:
  - a. Lime modified soils shall be compacted within 3 days.
  - b. Cement modified soils shall be compacted within 30 minutes.
6. Observation and testing: Quantities of materials, placing, mixing, and compacting shall be, as recommended, observed and tested by the Geotechnical Engineer.

### 3.5 STOCKPILING

#### A. General:

1. See drawings for designated stockpiling areas. If Drawings do not designate specific areas, or areas shown are insufficient, contact Architect/Engineer for direction.
2. Stockpile earth materials in manners that will prevent intermixing of different materials and intrusion of trash, debris and organic materials.
3. Slope stockpiled materials to provide adequate surface drainage.
4. Install and maintain erosion control measures. Refer to drawings and Division 31 Section "Erosion Control". At a minimum, silt fence shall be installed around all stockpiled areas. Seed areas which are to remain stockpiled for extended periods of time.
5. Storage or stockpiling of materials on the subgrade is prohibited.

### 3.6 EXCAVATION

#### A. General:

1. Excavation shall conform to OSHA and all other applicable safety regulations.
2. Excavation shall conform to the dimensions and elevations indicated on the Drawings, except as specified herein.
3. Excavation shall extend sufficient distance from walls and footings to allow for placing and removal of forms, installation of services and inspection.
4. Remove unsuitable material below indicated depths and replace with suitable, compacted material or lean concrete, at the Architect/Engineer discretion.
5. Topsoil stripping: Strip topsoil to its depth from areas to be covered by building, by walks and by other work and where existing surface areas required grading in order to establish new elevations.
6. Subgrade: Unless otherwise indicated, excavate to following subgrades:
  - a. Slab-on-grade: Sub-grade at bottom of drainage fill or at bottom of existing topsoil, whichever is lower.
  - b. Drives and paving: Sub-grade at bottom of aggregate base.
  - c. Footing: Sub-grade at indicated bottom of footing.
  - d. Lawn area: Sub-grade 4" below indicated surface elevation.

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3.7 TRENCHING

A. General:

1. All trenching shall conform to OSHA and all other applicable safety standards.
2. Verification:
  - a. Contractor shall verify all existing grades, inverts, utilities, obstacles and topographical conditions prior to any trenching, excavation or underground installations.
  - b. In the event existing conditions are such as to prevent installations in accordance with the Contract Documents, immediately notify the Architect/Engineer and await decision before continuing work.
  - c. Architect/Engineer decision will be final and binding upon the Contractor, and installations shall be in accordance with same.
3. Saw cut existing pavements to proper width for trenching.
4. Legally dispose materials unsuitable for trench backfilling off-site.

B. Width:

1. Trenches for piping shall be not less than 12" wide or more than 16" wider than the outside diameter of the pipe to be laid therein, and shall be excavated true-to-line, so that a clear space not less than 6" or more than 8" in width is provided on each side of the pipe.
2. For sewers, the maximum width of trench specified shall apply to the width at and below the level at the top of the pipe. The width of the trench above that level may be made as wide as necessary for sheeting and bracing, and proper installation of the Work.
3. Trenches shall be open vertical construction.

C. Depth:

1. Trench as required to provide the elevations shown on the drawings.
2. Where elevations are not shown on the drawings, trench to sufficient depth to give a minimum of 36" of fill above the top of the pipes measured from the adjacent finish grade.
3. Where trench excavation is inadvertently carried below proper elevation, backfill with approved material and then compact to provide a firm and unyielding subgrade and/or foundation at no additional cost to the Owner.

D. Trench Bracing:

1. Properly support all trenches in strict accordance with all pertinent rules and regulations.
2. Brace, sheet, and support trench walls in such a manner that they will be safe and that the ground alongside the excavation will not slide or settle, and that all existing improvements of every kind, whether on public or private property, will be fully protected from damage.
3. In the event of damage to such improvements, immediately make all repairs and replacements necessary at no additional cost to the Owner.

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4. Arrange all bracing, sheeting, and shoring so as to not place stress on any portion of the completed Work until the general construction thereof has proceeded far enough to provide sufficient strength.
5. All shoring and sheeting required to perform and protect the excavation and as required for the safety of employees and abutting structures shall be performed. All workmen performing work in 48" or deeper trench or excavation shall be protected by use of a welded sheet steel "safety box."
6. Removal: Exercise care in the drawing and removal of sheeting, shoring, bracing, and timbering to prevent collapse or caving of the excavation faces being supported.

E. Bedding:

1. Where pipes or conduits are to be installed, excavate below the proposed alignment of the pipe and backfill with clean sand to provide uniform support unless otherwise noted on the drawings.
2. Unless shown otherwise on Drawings, minimum bedding to be 4" below pipe.
3. Storm sewer pipes are to be bedded with stone.
4. Refer to drawings and details for further information and requirements.

F. Grading and Handling of Trenched Material:

1. During excavation, material shall be stacked in an orderly manner a sufficient distance back from edges of trenches to avoid overloading and prevent slides or cave-ins.
2. Control the temporary stockpiling of trenched material in a manner to prevent water from running into the excavations.
3. Do not obstruct the surface drainage but provide means whereby stormwater is diverted into existing gutters, surface drains or other temporary drains.
4. Any water accumulated in the trenches shall be removed by pumping or by other approved methods.

3.8 FILLING, BACKFILLING AND COMPACTING

- A. Prior to filling, backfilling and compacting, proof-roll and remediate subgrade per Part 3 Quality Assurance.
- B. Unless otherwise indicated, maximum lift thickness is 8" of un-compacted material.
- C. Moisture:
  1. Thoroughly mix each layer to assure uniformity of material.
  2. Supplement mixing with wetting or drying as required to obtain the moisture content required for the indicated percentages of compaction.
  3. All fill shall be placed so that the moisture content is within +/- 2% of the optimum moisture content according to ASTM D698.
  4. Do not use frozen materials in the fill or allow the fill to be placed upon frozen materials.
- D. Compaction:

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1. Compaction shall be accomplished by approved means and shall meet the following densities for various parts of the Work. See Part 2 for density requirements of individual soil materials.
2. Compaction by flooding is not acceptable.
3. In cut areas where pavement is planned, scarify the upper 12" of subgrade prior to compaction.

E. Equipment:

1. Tracked equipment shall not be used as compaction equipment.
2. The static weight of compaction equipment utilized for the compaction of backfill materials near walls as defined in No.3 below shall not exceed 2,000 lbs. for non-vibratory equipment and 1,000 lbs. for vibratory equipment.
3. All heavy equipment, including compaction equipment heavier than noted herein, shall not be allowed closer to walls than 3 feet plus the vertical distance from backfill surface to the bottom of the wall.

3.9 GRADING

A. General:

1. After filling and backfilling operations are complete, neatly and evenly grade areas to be seeded or sodded.
2. Scarify subgrade to a depth of 6" and place minimum 4" topsoil (6" maximum).
3. Grade to obtain the elevations indicated within a tolerance of plus or minus 0.1 foot.
4. Slope finished subgrade surface to provide drainage away from building walls.

B. Treatment After Completion of Grading:

1. After grading is completed and inspected, permit no further excavation, filling, or grading except with the review of and the inspection by the Owner.
2. Use all necessary means to prevent the erosion of freshly graded areas during construction and until such time as permanent drainage and erosion control measures have been installed.

3.10 QUALITY ASSURANCE

A. Coordination:

1. A representative from the Geotechnical Engineer shall be present to observe and perform tests at all times earthwork is in progress.
2. Contractor shall provide minimum 72 hour notice to Geotechnical Engineer before each operation requiring testing or inspection.

B. Testing:

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1. To verify adequacy of compaction, the Geotechnical Engineer shall perform field density tests.
2. A grid pattern shall be established with a maximum area of 1,000 square feet.
3. For each grid, provide minimum one test per each lift of compacted material.

C. Proofrolling:

1. Proofrolling shall be supervised by the Geotechnical Engineer.
2. Since standard test procedures are not available for proofrolling, the necessary scope and method of testing shall be determined by the Geotechnical Engineer, subject to review by the Architect/Engineer.
3. In areas to be covered by buildings and other site improvements, and other areas deemed necessary by the Geotechnical Engineer or Architect/Engineer, prepare and test subgrade as follows:
  - a. Using a loaded tri-axle dump truck or other approved method, the Contractor shall proof-roll the exposed subgrade under the observation of the Geotechnical Engineer.
  - b. Based on this observation, plus supplemental testing as required, the Geotechnical Engineer shall determine when and where soft, loose or other undesirable materials are to be removed and replaced.

D. Approval and Remediation:

1. When testing and proofrolling indicate proper compaction has been obtained, and after approval from Geotechnical Engineer has been given, continue fill and backfill work until the indicated elevation is achieved.
2. If required density has not obtained, the Contractor shall remove the defective material and repeat operations until the required density is obtained and approval is given by the Geotechnical Engineer.
3. Cost of material removal, replacement, compaction and re-testing shall be the responsibility of the Contractor.

3.11 SURPLUS SOIL MATERIALS

- A. Unless otherwise indicated or directed by Owner, remove excess soil materials and legally dispose of off-site.

3.12 JOB COMPLETION

- A. Upon completion of the Work of this Section:
  1. Remove all trash and debris from earthwork operations.
  2. Remove surplus equipment and tools.
  3. Leave the site in a neat and orderly condition.
  4. Restore all adjacent areas disrupted by earthwork activities to their original condition.

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END OF SECTION 31 20 00

## SECTION 31 25 00 - EROSION CONTROL

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Prevention of soil or sediment leaving project site.
2. Prevention of soil or sediment impacting on-site or off-site activities or conditions.
3. Dust control.
4. Implementation of the approved construction storm water pollution prevention plan (SWP3).

##### B. Related Sections:

1. Division 02 Section "Selective Site Demolition".
2. Division 31 Section "Site Clearing".
3. Division 31 Section "Earthwork".

#### 1.2 SUBMITTALS

##### A. Product data for the following:

1. Silt fence.
2. Inlet filters.
3. Erosion control blanket and fasteners.

#### 1.3 QUALITY ASSURANCE

##### A. Regulatory Requirements:

1. Prior to beginning any earth disturbing activities, the Contractor shall verify with the Owner and ensure the IDEM Construction Stormwater General Permit (CSGP) Notice of Intent (NOI) has been filed. The Contractor may not begin any earth disturbing activities until a minimum 48 hours after the NOI has been filed.
2. Contractor shall coordinate with the Soil Water Conservation District or other agency having jurisdiction over erosion/sediment control and perform work as required and requested by such agency as outlined in the approved SWP3.
3. The standard for erosion/sediment control for this project is the Indiana Handbook for Erosion Control in Developing Areas, latest edition (Indiana Department of Natural Resources, Division of Soil Conservation). All erosion control work shall conform to this manual.

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4. Contractor is required to remain in compliance with current erosion/sediment control standards and NOI.
5. The requirements of Indiana Administrative Code 327 IAC 15-5 shall be understood and adhered to by the Contractor for the duration of the project.

B. General Requirements:

1. Erosion/sediment control measures are to be installed prior to beginning any earth disturbing activities and maintained throughout construction.
2. The Contractor is responsible for ensuring all specified and necessary erosion/sediment control measures are installed, functioning and properly maintained.
3. Any fines or other costs incurred due to inadequate or improper installation, maintenance or performance of erosion/sediment control measures as identified by the self-monitoring process and/or other agency having jurisdiction over erosion control shall be the sole responsibility of the Contractor.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Silt Fence:

1. Woven or non-woven produced from 100% polypropylene, designed specifically to retain sediment and remain highly permeable to water.
2. Geotextile shall be attached to wood stakes with wood laths and staples or nails.
3. Bottom 12 inches of fabric shall be left unsecured to allow for entrenchment.
4. Stakes: 2" x 2" x 36" hardwood sharpened to a point on one end, maximum 5' spacing.
5. Lath: ½" x 1 ½" x 24" for attaching the fabric to the stakes.

B. Inlet Filters: Streamguard catch basin insert by Bowhead Environmental & Safety (800-909-3677), or Architect/Engineer approved equal.

C. Erosion Control Blanket:

1. Standard: Unless otherwise indicated, North American Green S150 BN or approved equal.
2. General: Woven, 100% biodegradable blanket, or approved equal.
3. Matrix: 100% straw fiber, 0.5 lbs/syd.
4. Netting: 100% biodegradable natural organic fiber.
5. Fasteners: 6" biodegradable plastic stakes.

D. Refer to Division 32 Sections "Seeding" and "Planting" for temporary and permanent ground cover requirements.

PART 3 - EXECUTION

3.1 REQUIREMENTS

A. General:

1. Prevent mud and dirt accumulations on all streets surrounding the project. Utilize stone tracking strips/construction entrances, street sweepers, spray trucks, power washers and other necessary and appropriate means as required. Roadways shall be kept clear of accumulated sediment that is a result of runoff or tracking.
2. Dust control: Use all necessary and appropriate means, such as water sprinkling, calcium chloride (AASHTO M 144), vegetative cover, spray-on adhesives, as required to prevent dust from being a nuisance to the Owner, public or concurrent performance of work on the site.
3. Keep the amount of disturbed area to a minimum at all times.
4. Seed immediately after grading soil, and install erosion control blanket where applicable.
5. Sequence installation of measures to ensure proper erosion control. See Drawings for basic sequencing requirements.
6. Temporary seed all areas that cannot be final seeded within a time period that will prevent soil erosion. For temporary seeding, utilize a fast-growing seed of oats, annual rye grass, wheat or rye depending on the time of year.
7. See Division 32 Section "Seeding" for seeding requirements.
8. The Contractor shall post the Notice of Intent (NOI) letter near the main entrance to the site that includes contact information for the Contractor and site Owner and the location where project SWP3 plans may be found.
9. The Contractor shall inform all Subcontractors of the requirements of the Construction Stormwater Pollution Prevention Plan (SWP3) and its maintenance provisions, so that erosion/sediment disruption may be prevented by all those working on site.
10. Un-vegetated areas that are likely to be left inactive for more than 15 days must be stabilized.
11. Proper storage and handling of materials, such as fuels or hazardous wastes, and spill prevention and cleanup measures shall be implemented to minimize the potential for pollutants to contaminate surface or ground water or degrade soil quality. Notify Indiana Department of Environmental Management (IDEM) of any release.
12. Final stabilization for purposes of the Construction Stormwater General Permit (CSGP) regulations shall be achieved when all land disturbing activities have been completed and a perennial vegetative cover exists with at least a 70% density. Once this has been achieved, the Contractor shall notify the Owner and Architect/Engineer. The Contractor must still complete all maintenance and quality requirements as specified in Division 32 Sections "Seeding" and "Planting".

B. Self-Monitoring Program:

1. The Owner shall hire a trained individual to perform written evaluations of the project site weekly and after each rainfall of 0.5 inches or more. Additional evaluations shall be made when erosion control measures are first installed or reinstalled.

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2. The written evaluations must address the maintenance of existing stormwater quality measures to ensure they are functioning properly and identify additional measures necessary to remain in compliance with IDEM Construction Stormwater General Permit 5 Requirements.
3. The written reports shall include the name of the evaluator and the date of the evaluation. Copies of reports shall be sent to the Owner, Contractor and Architect/Engineer and kept on file for review on site.
4. The written reports shall be considered as observations and not specific direction to the Contractor. The trained evaluator shall not give direction to the Contractor without the Owner's consent.
5. The written reports shall contain problems identified at the site and recommended corrective action that should be taken. Observations of corrective actions shall also be recorded in the report.
6. All written reports shall be made available to the local inspecting authority within 48 hours of a request.
7. Direction from the self-monitoring process shall be given to the Contractor via the Owner or Architect/Engineer.

### 3.2 INSTALLATION

#### A. Silt Fence:

1. Install silt fence where indicated on Drawings and on other areas as required.
2. Follow all manufacturer guidelines for installation.
3. Dig a minimum 8" deep trench along proposed fence line to allow toe-in.
4. Install fence with stakes on the downstream/slope side.
5. Backfill and compact both sides of trench and ensure fence is anchored sufficiently.

#### B. Erosion Control Blanket:

1. Install blankets where indicated on Drawings and on other areas as required.
2. Follow all manufacturer guidelines for installation, including minimum overlapping and anchoring/stapling spacing.
3. Tuck the uppermost edge of the upper blankets into a check slot (slit trench, minimum 6" deep), backfill with soil and tamp down.
4. See drawings for additional installation requirements.

#### C. Stone Tracking Area/Construction Entrance:

1. Install at all temporary entrances/exits for construction traffic and in other areas as needed to prevent soil materials from being deposited on streets, parking areas, etc.
2. Minimum thickness is 6" of #2 stone. Increase as necessary for field conditions. Install geotextile fabric underneath stone to improve stability if needed.
3. Minimum dimensions are shown on the plans. Increase as necessary for field conditions.

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3.3 INSPECTION AND MAINTENANCE

A. General:

1. Inspect all erosion control measures periodically and after each storm event.
2. Repair and replace all measures as necessary to ensure proper soil erosion prevention.
3. Maintain temporary measures until vegetation has been adequately established and construction activities have been completed to a point where the potential for soil erosion has been sufficiently eliminated. The Contractor is responsible for maintaining temporary measures until such a point and then removing the measures, even if all other construction work is complete.
4. Implement erosion/sediment control modifications as directed by the Architect/Engineer.

B. Silt Fence:

1. Inspect periodically and after each storm event.
2. If fabric tears, starts to decompose, or in any way becomes ineffective, replace the affected portion immediately.
3. Remove deposited sediment when it reaches 1/3 of the height of the fence at its lowest point or when it is causing the fabric to bulge. Do not undermine the fence during cleanout.
4. After the contributing drainage area has been stabilized, remove the fence and sediment deposits, bring the disturbed area to grade and stabilize.

C. Erosion Control Blanket:

1. During vegetative establishment, inspect after each storm event for any erosion underneath the blanket.
2. If any areas show erosion, pull back that portion of blanket, add soil, reseed, re-lay and re-anchor blanket.
3. After vegetative establishment, check the treated area periodically and repair as required.

D. Stone Tracking Area/Construction Entrance:

1. Inspect weekly and after storm events or heavy use.
2. Re-shape as needed for drainage and runoff control.
3. Top dress with clean stone as needed.
4. Immediately remove mud and sediment tracked or washed onto roads, parking lots, etc. by brushing or sweeping. Flushing is only to be used if the water is conveyed to a sediment trap or basin.

E. Inlet Filters:

1. Inspect each inlet periodically and after each storm event.
2. If fabric tears, starts to decompose, or in any way becomes ineffective, replace the affected portion immediately.
3. Remove deposited sediment often and do not allow to build up and cause damage to the fabric or reduce the flow capacity of the inlet.
4. Remove inlet fabric after the contributing drainage area has been stabilized.

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F. Seeding:

1. Inspect temporary and permanent seeding periodically and after each storm event.
2. Repair damaged, bare or sparse areas by filling any gullies, re-fertilizing, over-seeding, re-seeding and re-mulching.
3. Install erosion control blanket over areas that do not hold.

G. Final Inspection and Acceptance:

1. Contractor shall notify the Owner in writing, 24 hours in advance that the project is ready for final inspection and acceptance. The following conditions must be met:
  - a. All land disturbing activities have been completed and the entire site has been stabilized.
  - b. All temporary erosion and sediment control measures have been removed.

END OF SECTION 31 25 00

## SECTION 32 12 16 - ASPHALT PAVING

### PART I - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Asphalt paving as shown or implied by Contract Documents.
2. Asphalt paving required as a result of trenching through or demolition of existing asphalt.

#### 1.2 QUALITY ASSURANCE

A. All materials and work shall comply with the Indiana Department of Transportation Standard Specifications (INDOTSS), current edition.

B. Any work in public right-of-way or other areas subject to the jurisdiction of any body shall be performed either to the requirements of that jurisdiction or to the requirements of this Specification, whichever is more stringent.

C. Testing and Inspection:

1. All testing and inspection shall be performed by an independent Geotechnical Engineering Consultant ("Geotechnical Engineer").
2. The Geotechnical Engineer is responsible for all testing, sampling and inspection.
3. The Geotechnical Engineer is responsible for approving all materials, installation and procedures.
4. The Contractor is responsible for providing these services.
5. The Contractor is responsible for all coordination and scheduling with the Geotechnical Engineer.

#### 1.3 SUBMITTALS

A. Materials Certificates:

1. Materials certificates must be signed by material supplier and Contractor.
2. Certificates must be submitted for all asphalt paving items.
3. Certificates must state that each material item meets or exceeds specified requirements.

B. Job Mix Formulas:

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1. Submit a job mix formula (JMF) for all asphalt paving work.
2. The JMF must state that the mix meets the requirements of INDOTSS Section 402 as specified herein.
3. The JMF must include the following, at a minimum:
  - a. Aggregate type, source and gradation.
  - b. Type and percent of binder (actual and extracted).
  - c. Voids in mineral aggregate (VMA).
  - d. Voids filled with asphalt (VFA).
  - e. Percent of air voids.
  - f. Density.
  - g. Amount of recycled materials

C. Other:

1. Testing and inspection reports.

PART 2 - PRODUCTS

2.1 PAVING

A. Aggregates:

1. Fine aggregates: INDOTSS Section 904.02
2. Course aggregates: INDOTSS Section 904.03
3. All crushed stone for the aggregate base shall be per the INDOTSS gradations and CAPP specifications.
4. Commercial grade aggregates are not acceptable.

B. Asphalt Materials:

1. General: INDOTSS Section 402.
2. Binder: Performance Graded Asphalt Binder, INDOTSS 902.01 (a).
3. Prime coat: Asphalt Emulsion, AE-PMP, INDOTSS 902.01 (b).
4. Tack coat: Asphalt Emulsion, AE-PMT, INDOTSS 902.01 (b).
5. Recycled asphalt materials:

- a. Do not exceed the maximum allowable amount per INDOTSS 401.06.

C. Mixtures:

1. Parking Lot Design Mix: Prepared in accordance with Sections 401 and 402 of the Indiana Department of Transportation Standard Specifications. Latest Revision.
2. Trail Lot Design Mix: Prepared in accordance with Sections 401 and 402 of the Indiana Department of Transportation Standard Specifications. Latest Revision. 9.5mm surface mix design be fine graded with greater than 58% passing on the #8 sieve per section 401.05.

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3. Contractor is responsible for adjusting mix, if required for proper placement and performance. Any such modifications shall be approved by the Architect/Engineer.
- D. Unless otherwise indicated or required by jurisdictions having authority, a prime coat is to be used at the discretion of the Contractor, as necessary and appropriate to ensure proper protection and placement of paving.

PART 3 - EXECUTION

3.1 GENERAL

A. Protection:

1. Provide all necessary barricades and markers in order to keep vehicular traffic off freshly placed paving until the paving has cooled and hardened for at least twelve hours.
2. During paving operations, exercise care not to chip, spall, scar or otherwise damage curbs, walks, buildings and other work. Any such damage shall be repaired to the Owner's satisfaction by the Contractor at the Contractor's expense.

B. Job Conditions:

1. Weather limitations:

- a. Apply prime and tack coats when ambient temperature is above 50 degrees F, (10 degrees C), and when temperature has not been below 35 degrees F, (1 degree C), for 12 hours immediately prior to application. Do not apply when base is wet or contains an excess of moisture.
- b. Place intermediate course when air temperature is above 30 degrees F, (-1 degree C), and rising.
- c. Place surface course when air temperature is above 40 degrees F, (4 degrees C), and when intermediate course is dry.

2. Asphalt temperature: The paving mixture shall be placed and compacted at a temperature between 250°F (121°C) and 300°F (149°C).

3.2 PAVING

A. Grading and Drainage:

1. Ensure positive and adequate grading for all work. Notify Architect/Engineer of any concerns or conflicts prior to installation.

B. Preparation:

1. Immediately prior to placing the base course, proof-roll the sub-base with a pneumatic tire roller.

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2. Remove and replace all areas of failures, irregularities and roller marks in the sub-base so that it meets the compaction requirements of Division 31 Section "Earthwork".

C. Placement:

1. Aggregate base course:

- a. Place base course only on solid, dry and unfrozen subsurface.
- b. Unless specified otherwise on the Drawings, the aggregate base shall consist of the following minimum requirements: a 4" layer of compacted No. 53 crushed stone on top of a 4" layer of compacted No. 2 crushed stone, for a minimum overall compacted thickness of 8".

2. Intermediate course:

- a. Immediately prior to the placing of the intermediate course, proofroll the aggregate base course by making a minimum of two passes over the entire areas with a pneumatic tire roller. Remove and replace all areas of failures, irregularities and roller marks in the base course.
- b. Place intermediate course only on clean, solid, dry and unfrozen sub-course.
- c. Spread each course concurrently, within practical limits, using mechanical spreaders.
- d. Intermediate course shall have minimum 3" compacted thickness, unless specified otherwise on the Drawings.

3. Surface course:

- a. Place surface course only on clean, solid, dry and unfrozen sub-course.
- b. Apply tack coat to underlying surface as necessary to ensure proper placement.
- c. Spread each course concurrently, within practical limits, using mechanical spreaders.
- d. Surface course shall have minimum 1 1/2" compacted thickness, unless specified otherwise on the Drawings.

4. Abutting existing asphalt pavement:

- a. Saw cut the existing pavement straight and true.
- b. Ensure new pavement elevation matches existing.
- c. Ensure joint is clean and tight, with no gap or raveling.
- d. Refer to Drawings for abutment detail.

D. Compaction:

1. Aggregate base course:

- a. Prior to compacting, remove any foreign materials that have become incorporated into the base course.
- b. Thoroughly compact base course to the proper elevations and density.

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2. Intermediate and surface courses:
  - a. Prior compacting, remove any foreign materials that have become incorporated into the paving courses.
  - b. Follow the spreading processes immediately with rollers of sufficient size to compact the paving courses to their proper densities and elevations.
  - c. Ensure no low spots exist which might retain water.
  - d. Perform additional rolling as required to produce a well compacted, crack-free, fissure-free surface of uniform texture, without evidence of tool or machine marks.
  - e. Do not roll over the unprotected edge of a spread.

3.3 PATCHING

- A. Saw cut around areas to be patched or repaired.
- B. Remove existing pavement down to sound base, excavating with vertical faces.
- C. Replace with full depth patch, making neat, even and crisp joint with adjacent areas.
- D. Patched areas shall match adjacent areas in texture and grade.

3.4 FIELD QUALITY CONTROL

- A. Coordination:
  1. The Geotechnical Engineer shall be present to observe and perform tests at all times paving work is in progress.
  2. Contractor shall provide minimum 72-hour notice to Geotechnical Engineer before each operation requiring testing or inspection.
- B. Testing:
  1. Testing frequency per INDOT specification section 402.9. One sample per lift of asphalt concrete for each 5,000 square feet of pavement area, with a minimum of two samples per lift of asphalt concrete each day before paving operation. The following laboratory tests shall be performed:
    - a. Aggregate gradation.
    - b. Binder content.
    - c. Density.
    - d. Percent air voids.
  2. Geotechnical Engineer shall test in-place compacted asphalt for density. Geotechnical Engineer shall take one reading per lift of asphalt concrete for each 1,000 square feet of pavement area, with a minimum of two readings per lift of asphalt concrete each day.

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The in-place density shall be a minimum of 94% of the maximum theoretical density per the Job Mix Formula.

C. Thickness:

1. The in-place compacted thickness will not be acceptable if it exceeds the following allowable variation from the required thickness:
  - a. Base course:  $\frac{1}{2}$ ".
  - b. Intermediate course:  $\frac{1}{4}$ ".
  - c. Surface course:  $\frac{1}{4}$ ".

D. Surface Smoothness:

1. The finished surface will not be acceptable if it exceeds the following tolerances, using 10' straightedge applied parallel with and at right angles to centerline of paved area:
  - a. Base course:  $\frac{1}{4}$ ".
  - b. Intermediate course:  $\frac{1}{8}$ ".
  - c. Surface course:  $\frac{1}{8}$ ".
  - d. Finished grade shall be within  $\frac{1}{2}$ " of grade specified on the drawings.

E. Unsatisfactory Pavement:

1. Contractor is responsible for removing and replacing pavement that does not meet the Specifications herein, as well as any pavement deemed unacceptable by Architect/Engineer, Geotechnical Engineer or Owner.
2. The Contractor is responsible for the cost of any re-testing due to unsatisfactory pavement replacement.

3.5 COMPLETION OF WORK

A. At the completion of paving operations, the Contractor shall perform the following:

1. Remove all protective barricades and markers.
2. Clean paving materials from all structures, curbs, walks, mechanical and electrical items, and other surfaces to which the paving is incidental and not intended.

END OF SECTION 32 12 16

SECTION 32 13 00 - SITE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Cast-in-place concrete outside of the building for site improvements including, but not limited to, the following:
  - a. Curbing, gutters, walks and pavement.
  - b. Equipment pads, light pole bases, utility trench protection and bollard anchorage.
  - c. Retaining walls, vaults, utility structures.
2. Precast concrete wheel stops.

1.2 QUALITY ASSURANCE

- A. Any work in public right-of-way or other areas subject to the jurisdiction of anybody shall be performed either to the requirements of that jurisdiction or to the requirements of this Specification, whichever is more stringent.
- B. Qualifications of Workers:
  1. Provide at least one person who shall be present at all times during execution of this portion of the work.
  2. This person shall be thoroughly familiar with the type of materials being installed and the best methods for their installation.
  3. This person shall direct all work performed under this Section.
- C. Manufacturer: manufacturer of ready-mixed concrete products complying with ASTM C94 requirements for production facilities and equipment.
- D. Codes and Standards:
  1. In addition to complying with all pertinent codes and regulations, comply with all pertinent requirements of the following American Concrete Institute Publications:
    - a. "Building Code Requirements for Reinforced Concrete" ACI 318-99.
    - b. "Recommended Practice for Cold Weather Concreting" ACI 306 R-88.
    - c. "Recommended Practice for Hot Weather Concreting" ACI 305 R-91.
    - d. "Recommended Practice for Evaluation of Strength Test Result for Concrete" ACI 214-77.

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- e. "Standard Practice for Selecting Proportions for Normal, Heavy Weight, and Mass Concrete" ACI 211.1-98.
  2. Where provisions of pertinent codes and standards conflict with this Section, the more stringent provisions shall govern.
- E. Testing and Inspection:
1. All testing and inspection shall be performed by an independent Geotechnical Engineering Consultant ("Geotechnical Engineer").
  2. The Geotechnical Engineer is responsible for all testing, sampling and inspection.
  3. The Geotechnical Engineer is responsible for approving all materials, installation and procedures.
  4. The Contractor is responsible for providing these services.
  5. The Contractor is responsible for all coordination and scheduling with the Geotechnical Engineer.

### 1.3 SUBMITTALS

- A. Mix Designs.
- B. Testing and inspection reports.
- C. Chloride ion tests or total chloride tests (with generally accepted method to relate total chloride to chloride ion) to show compliance with maximum ion concentrations.
- D. Mock-Ups:
  1. Flatwork: Minimum 6'x6' panel showing proposed surface finishes, joints and sealants.
  2. Exposed vertical surfaces (walls, steps, etc.): sufficient mock-up showing proposed finishes, joints, sealing, chamfering/radii, etc. as applicable.
  3. Do not install concrete without approval of both the Owner and Architect/Engineer.
- E. Detectable Warning Surface Paver.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Concrete:
  1. Cement: ASTM C150, Type I or III.
  2. Fine aggregate: ASTM C33.
  3. Coarse aggregate: ASTM C33.
    - a. Crushed stone shall be used for exterior concrete, unless otherwise noted.

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- b. Maximum aggregate size is 3/4 of the minimum clear spacing (per code) between reinforcing bars or between bars and forms.
        4. Water: Clean, fresh, potable.
        5. Air-entraining admixture: ASTM C260.
        6. Fly ash: ASTM C618.
        7. Fiber mesh:
          - a. Fiber mesh shall be polypropylene fibrillated and mix shall contain minimum 1.5 lbs. of fiber per cubic yard of concrete, unless otherwise prescribed by manufacturer and approved by Architect/Engineer.
          - b. Fiber shall be mixed at batch plant, field mixing is not acceptable.
        8. Sealer/curing compound:
          - a. ASTM C309, Type I, clear.
          - b. Compatible with texture of surfaces.
- B. Mix Design:
  1. Strength: 4000 psi, ready mixed in accordance with ASTM C94.
  2. Slump: 4" +/- 1".
  3. Minimum cement content: 517 pounds per cubic yard (adjust for air entrainment)
  4. Fly ash shall not replace more than 20% of the cement.
  5. Maximum water/cement ratio: 0.40.
  6. Air entrainment: 6%. Percentage of air content shall be determined in accordance with the admixture manufacturer's recommendations based on aggregate size and a moderate level of exposure.
  7. White concrete must have a 3-year aged minimum SR value of 0.28, or initial SR value of at least 33.
- C. Other Requirements:
  1. Proportions of materials for concrete shall be established in accordance with Section 5.2 of ACI 318 (Latest edition).
  2. Follow ACI 211 and ACI 301 to determine the water-cement ratios.
  3. Concrete shall not exceed maximum chloride ion content for corrosion protection as defined in ACI 318 Table 4.4.1.
  4. Do not use calcium chloride or admixtures containing soluble chlorides.
  5. Do not use re-tempered concrete or concrete that has been contaminated by foreign materials.
  6. All exterior concrete shall be air entrained.
  7. Unless otherwise indicated, all reinforcing for concrete pavement shall be epoxy coated.
- D. Isolation Joints: Unless specified otherwise on Drawings, use the following:
  1. Cork isolation joints with sealant:
    - a. Joint material: AASHTO M213; 1/2 inch thick.

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- b. Joint sealer: AASHTO M173; polyurethane with color matching adjacent concrete
  - c. Application: Use cork isolation joint with sealant for isolation joints for sidewalks, drop-offs, decorative concrete pavement areas, areas adjacent to buildings, structures, and columns.
2. Asphalt saturated cellulosic fiber:
- a. Joint material: AASHTO M213; 1/2 inch thick.
  - b. Do not place sealant on asphalt saturated cellulosic fiber isolation joints.
  - c. Application: Use this type of isolation joint for items such as curbs and walks, which are in areas not adjacent to buildings, structures and columns, etc. Do not use in areas of colored concrete.
3. Contact Architect/Engineer if further direction is needed for proper application in specific areas.
- E. Detectable Warning Surface:
1. Concrete pavers:
- a. Size: 12" x 12" x 2" thick excluding the dome height.
  - b. Pavers shall be resistant to road salts and common road pollutants.
  - c. Paver unit shall be suitable for traffic loads.
  - d. Truncated dome elements shall comply with current ADA requirements
2. Cast iron plates: Detectable warning surface paver:
- a. Shall be manufactured from gray iron in accordance with AASHTO M105, Class 30A.
  - b. The tops of the domes and the space between domes shall have a non-slip textured surface.
  - c. The minimum thickness of the casting shall be 0.30 inches excluding the dome height.
  - d. Plates shall be resistant to road salts and common road pollutants.
  - e. Plates shall be suitable for traffic loads.

## 2.2 STEEL REINFORCING

### A. Reinforcing Bars:

- 1. Reinforcing bars and dowels: ASTM A615, Grade 60.
- 2. Reinforcing to be welded: ASTM A615, Grade 40.
- 3. Epoxy coated bars and dowels: ASTM A884, Grade 60.

### B. Welded Wire Fabric:

- 1. ASTM A185 6"x6"xW1.4xW1.4, unless otherwise indicated.
- 2. Provide in flat sheets, not rolled form.

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- C. Other Embedded Items: Provide standard manufactured products as approved by the Architect/Engineer.
- D. Bar Supports:
  - 1. Conform to the requirements of the "Manual of Standard Practice", published by the Concrete Reinforcing Steel Institute.
  - 2. Accessories shall be plastic protected Class "C" for all concrete exposed in the finished structure, except as specified below.
  - 3. Accessories shall be Class "A", bright basic, for unexposed concrete.
  - 4. Utilize Call "E," stainless steel bar supports, for exterior concrete to be finished by sand blasting.
  - 5. Do not use continuous high chairs. Use individual high chairs laced with bottom cross bars plus #5 support bars. (Minimum of 2 rows of support for all reinforcing).
  - 6. Supports must be capable of supporting construction loads without failing. Contractor to furnish additional supports at no cost to the Owner if in the Architect/Engineer estimation the supports are not adequate.

## 2.3 FORMWORK

- A. Form Lumber:
  - 1. All form lumber in contact with exposed concrete shall be new or of sufficient quality to insure an unblemished texture.
  - 2. All form lumber shall be plywood, board lumber, hardwood or other material of grade or quality to best suit each particular usage.
- B. Fiber Forms:
  - 1. Fiber forms may be utilized to construct round columns/piers.
  - 2. Seamless forms must be used for concrete exposed in the finished structure.
  - 3. Standard seamed tubes are permissible for non-exposed concrete.
- C. Form Release Agent:
  - 1. Standards:
    - a. Release agent shall be similar to Symons Manufacturing Company Magic Kote.
    - b. Grace Construction Products Formshield Chemical Release Agent.
- D. Bracing/Shoring/Studs:
  - 1. Such supports shall be selected for economy consistent with safety requirements and the quality required in the finished work. The Contractor is responsible for the design, illustration, safety and serviceability of all formwork.

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- E. Other Materials: All other materials, not specifically described, but required for proper completion of concrete formwork, shall be as selected by the Contractor subject to advance acceptance by the Architect/Engineer.

2.4 OTHER

A. Precast Concrete Wheel Stops:

1. Reinforced, precast concrete units 6" high x 9" wide x 7' long.
2. Provide minimum 2-#4 deformed bars 80" in length.
3. Provide chamfers on the top edges and drainage slots on the underside.
4. Anchor pins shall be 5/8" diameter deformed bars minimum 18" long.

PART 3 - EXECUTION

3.1 GENERAL

A. Job Conditions:

1. Extreme temperature conditions:
  - a. When extreme hot or cold weather conditions occur, or are expected to occur, which might detrimentally affect concrete, employ handling and placing techniques to guard against such effects.
  - b. Comply with the recommendations of American Concrete Institute for hot and cold weather concreting. ACI Publications ACI 306 and ACI 305.
2. Inclement weather: Unless adequate protection is provided, do not place exterior concrete during rain, sleet or snow.

B. Preparation and Verification:

1. Prior to all work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly begin.
2. Verify all items to be embedded in concrete are in place.
3. Verify concrete may be placed to the lines and elevations indicated on the Drawings, with all required clearances for reinforcement.
4. Verify forms may be constructed in accordance with all pertinent codes and regulations, the referenced standards and the original design.
5. Remove all dirt, oil, paint, loose rust and other foreign materials from the concrete reinforcement prior to placement.
6. In the event of discrepancy, contact Architect/Engineer immediately and do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.
7. Verify approval of mock-ups by Owner and Architect/Engineer before beginning work.

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C. Other: Unless otherwise indicated, all exterior concrete shall be placed on a compacted aggregate fill per the following:

1. Minimum depth equal to the concrete thickness for pavement, walks and other slabs on grade.
2. Minimum 6" depth of fill for curbing and other support bases.

### 3.2 FORMWORK

A. Protection:

1. Use all necessary and appropriate means to protect formwork materials before, during and after installation.
2. Protect the installed work and materials of all other trades.
3. In the event of damage, immediately make all repairs and replacements necessary at no additional cost to Owner or other trades.

B. General:

1. Forms shall have sufficient strength and be sufficiently tight to prevent leakage of mortar.
2. The design and engineering of the formwork shall be the responsibility of the Contractor.
3. Refer to this Section for construction joint requirements.
4. Tolerances: Construct all forms straight, true, plumb and square within the tolerances recommended by ACI 347.
5. Embedded items: Set all required steel frames, angles, grilles, bolts, reglets, inserts, pipe, conduit and other such items required to be anchored in the concrete before the concrete is placed.
6. Wetting: Keep forms sufficiently wetted to prevent joints opening up before concrete is placed, except as recommended in ACI 306 R-78, "Recommended Practice for Cold Weather Concreting."

C. Layout:

1. Form all required cast-in-place concrete to the shapes, sizes, lines and dimensions indicated on the Drawings.
2. Exercise particular care in the layout of forms to ensure the proper finish structure size and shape.
3. Make proper provision for all openings, offsets, recesses, anchorage, blocking and other features of the Work as shown or required.
4. Carefully examine the Contract Documents and consult with other trades as required to ensure proper provisions for openings, reglets, chases, and other items in the forms.

D. Bracing and Shoring:

1. Properly brace and tie the forms together so as to maintain position and shape and to ensure safety to personnel.

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2. Construct all bracing, supporting members, and centering of ample size and strength to safely carry, without excessive deflection, all dead and live loads to which they may be subjected.
  3. Properly space the forms apart and securely tie them together, using metal spreader ties that give positive tying and accurate spreading.
  4. All shoring shall extend to adequate foundations.
  5. The Contractor is responsible for both the proper design and installation of all bracing and shoring, to properly insure the safety and serviceability of the structure.
- E. Plywood Forms:
1. Assembly: Nail the plywood panels directly to studs and apply in a manner to minimize the number of joints.
  2. Joints: Make all panel joints tight butt joints with all edges true and square.
- F. Reuse of forms:
1. Reuse of forms shall in no way delay or change the schedule for placement of concrete from the schedule obtainable if all forms were new.
  2. Reuse of forms shall in no way impart less structural stability to the forms, nor less acceptable appearance to finished concrete.
- G. Cleaning:
1. Before concrete is placed the forms shall be cleaned of all debris, ice, snow, frost, and standing water.
  2. Remove all loose earth materials from the surfaces of earth forms.
- H. Removal of Forms:
1. Forms shall be removed in such a manner to ensure complete safety of the structure.
  2. Formwork for columns, walls, and other parts not supporting the weight of the concrete may be removed as soon as the concrete has hardened sufficiently to resist damage from removal operations with the following minimums:
    - a. Formwork for walls and columns shall remain in place a minimum of two (2) days during which the temperature of the air surrounding the concrete must be above 50° F.
    - b. This minimum time period represents a cumulative number of days or fractions thereof.
    - c. Such formwork for concrete placed during cold weather with surrounding air temperatures 50° F shall remain in place one day after the artificial heating and/or freeze protection is discontinued/removed.
  3. Forms and false-work:
    - a. Any supporting vertical loads shall remain in place until the members have acquired sufficient strength to safely support their weight and any superimposed loads.

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- b. Such forming shall remain in place until the concrete has attained its specified 28 day strength as indicated by the test cylinders unless re-shores are installed in sufficient quantities to transmit the loads to adequate foundations without over stressing the particularly cured structure.
  - c. The requirements of ACI 305 and 306 must also be met before forms may be removed.
  - d. Removal of forms and false-work is the responsibility of the Contractor, and the Contractor shall bear the full responsibility for this operation.
  - e. Concrete damaged by too early removal of forms or false-work shall be repaired or replaced as directed by the Architect/Engineer.
4. Concrete exposed by form removal during the curing period shall be cured by one of the methods specified in this Section.
  5. Curing compound is not permitted in certain locations. In these cases, curing is to be by an alternate method. Refer alternate methods in this Section.
  6. In no case shall the superimposed load or relatively new concrete exceed 50 pounds per square foot unless proper shoring to suitable foundations is installed as required by the Architect/Engineer.
  7. Use all necessary and appropriate means to protect workman, public, the installed work and materials of other trades, and the complete safety of the structure.
  8. Cut nails and similar fasteners off flush and leave all surfaces smooth and clean.

### 3.3 REINFORCEMENT

#### A. Protection:

1. Use all necessary and appropriate means necessary to protect concrete reinforcement before, during and after installation and to protect the installed work and materials of all other trades.
2. Store in a manner to prevent excessive rusting and fouling with dirt, grease, and other bond-breaking coatings.
3. In the event of damage, immediately make all repairs and replacements necessary at no additional cost to the Owner.

#### B. Placing:

1. Reinforcing bars:
  - a. Positively secure reinforcing to bar supports and tie or otherwise anchor bars to prevent displacement by construction loads or by the placing of concrete.
  - b. Splice bars with a minimum lap of 40 bar diameters, unless otherwise indicated.
  - c. Use mechanical splicers/couplers where quantity of reinforcement restricts placement of concrete if lapped splices are utilized.
  - d. Splice bars only at locations indicated on the Contract Documents and shop drawings.
  - e. Both shop and field bending shall be accomplished without heating the bars.

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- f. Minor placing adjustments can be made to avoid interference with other reinforcement and/or embedded devices. The final arrangement, however, is subject to review and acceptance of the Architect/Engineer.
      - g. Immediately notify the Architect/Engineer if reinforcing cannot be installed as shown on drawings. No cutting of reinforcing shall occur unless the Architect/Engineer has reviewed and approved such cuts.
    2. Embedded devices:
      - a. Set hangers, anchor bolts, inserts, and other embedded devices accurately in place.
      - b. Make sure all such devices are installed so that work to be attached thereto will be properly received.
      - c. Keep devices straight and true-to-line.
    3. Welded wire fabric:
      - a. Splice by lapping each section at least two meshes wide plus one wire with the adjacent section, but not less than 8".
      - b. Extend fabric into all openings, doorways, and the like, unless otherwise indicated.
  - C. Final Cleaning:
    1. Prior to placing concrete, remove all loose mill and rust scale, oil, mud, ice, and other foreign coatings which destroy and/or reduce bond between the reinforcement and concrete.
    2. Use wire brushing and/or other suitable methods to complete cleaning operations.
- 3.4 CONCRETE PLACEMENT
- A. Preparation:
    1. Remove all wood scraps, ice, snow, frost, standing water and debris from the area in which concrete will be placed.
    2. Thoroughly wet the surface of excavations (except in freezing weather), coat forms with release agent and remove all standing water.
  - B. Method:
    1. Convey concrete from mixer to place of final deposit by methods that will prevent separation and loss of materials.
    2. For chuting, pumping and pneumatically conveying concrete, use only equipment of such size and design as to ensure a practically continuous flow of concrete at the delivery end without loss or separation of materials.
    3. Deposit concrete as nearly as possible in its final position to avoid segregation due to re-handling and flowing.
    4. Use screed poles or similar devices to ensure that all slabs are cast at the proper elevations and that specified tolerances are maintained.

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C. Rate of Placement:

1. Place concrete at such a rate that concrete is at all times plastic and flows readily between reinforcement.
2. Once placing is started, carry it on as a continuous operation until placement of the panel or section is complete.
3. Do not pour a greater area at one time than can be properly finished. This is particularly important during hot or dry weather.

D. Consolidation:

1. Thoroughly consolidate all concrete by mechanical vibration, hand, and other suitable means during placement, working it around all embedded fixtures and into corners of forms.
2. Do not over-consolidate with when using mechanical vibration as to cause separation of the aggregate.

3.5 JOINTS

A. Unless otherwise shown on Drawings, joints shall meet the following minimum requirements. If questions or concerns exist, contact Architect/Engineer for direction.

B. Isolation Joints:

1. General:

- a. Tool concrete on both sides of joint (1/4" radius).
- b. Install joint material to full depth of concrete.
- c. See Part 2 Products for type of joint material to be used.
- d. Install sufficient smooth doweling reinforcing to prevent differential movement in curbing, walks and pavement.
- e. Do not dowel into such items as columns and exterior building walls/foundations, unless specified on drawings. Refer to structural drawings also.
- f. Unless otherwise indicated, install isolation joints per the following minimum requirements.

2. Curbing:

- a. Provide each side of inlet castings.
- b. Provide at all tangent points and changes in direction.

3. Walks:

- a. For walks 6 feet in width and less, provide at intervals not exceeding 25 feet.
- b. For larger walks and plaza areas, provide at intervals not exceeding 20 feet in any direction.

4. Pavement: Provide at intervals not exceeding 20 feet in any direction.

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5. Retaining walls: Provide at intervals not exceeding 40 feet per linear length of wall.
  6. Other:
    - a. Provide at accessible ramps, buildings, columns, bollards, castings, drains and other locations as necessary to prevent excess cracking or displacement.
    - b. Contact Architect/Engineer if any areas of question or concern are encountered.
- C. Control Joints:
1. General:
    - a. Control joint depth shall be minimum  $\frac{1}{4}$  of the slab thickness.
    - b. Continue one half of reinforcing through joint.
    - c. Install joints by tooling or saw cutting as described below, unless otherwise indicated.
    - d. Construction joints may be used where appropriate.
  2. Curbing: Saw cut at intervals not exceeding 10 feet.
  3. Walks: Tool joints at intervals not-to-exceed 5 feet in any direction.
  4. Pavement: Saw cut at intervals not exceeding 18x pavement thickness feet in any direction.
  5. Retaining walls: Provide at intervals not exceeding 20 feet per linear length of wall.
  6. Other:
    - a. Provide at accessible ramps, columns, bollards, castings, drains and other locations as necessary to prevent excess cracking.
    - b. Contact Architect/Engineer if any areas of question or concern are encountered.
- D. Construction Joints:
1. Joints shall be made with properly constructed bulkheads and formed keyways.
  2. Extend reinforcing through construction joints, unless otherwise indicated.
  3. The Contractor shall consult with the Architect/Engineer before starting concrete work to establish a satisfactory placing schedule and to confirm joint locations.
  4. Retaining walls: Provide at intervals not exceeding 80 feet per linear length of wall.
- E. Tooled Joints and Scoring:
1. Make straight, clean and non-ragged.
  2. Tool or score concrete on both sides of joint (1/4" radius).
  3. Provide window pane joint finish unless otherwise indicated.
- F. Bond Break: 15# per 100 square foot building paper.
- 3.6 FINISHING
- A. Unless otherwise indicated, provide a light-broom finish on all exterior slabs, walks and stairs.

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- B. Provide a dry-rub finish for all exposed concrete walls, curbs or edge surfaces.

### 3.7 CURING

#### A. Formed Surfaces:

1. Cure formed surfaces by either of the following methods:
  - a. Leave forms in place until the cumulative number of days or fractions thereof, not necessarily consecutive, has totaled seven days during which the temperature of the air in contact with the concrete is 50°F or above.
  - b. Remove forms at an earlier time, but apply curing compound to concrete surfaces.
  - c. Apply compound in accordance with manufacturer's recommendations.
2. If curing compound is not used and the forms are stripped prior to 7 days curing, the following methods are approved:
  - a. Ponding or continuous sprinkling.
  - b. Continuously wet mats.
  - c. Sand kept continuously wet.

### 3.8 PATCHING

- A. Patch existing concrete to receive new finish in a manner so that existing and patched surfaces are smooth and continuous and have a uniform appearance.

### 3.9 QUALITY ASSURANCE

#### A. Coordination:

1. A representative from the Geotechnical Engineer shall be present to observe and perform tests at all times site concrete work is in progress.
2. Contractor shall provide minimum 72 hour notice to Geotechnical Engineer before each operation requiring testing or inspection.

#### B. Inspection:

1. Immediately after forms and curing membranes have been removed, inspect all concrete surfaces and patch all pour joints, voids, rock pockets, form tie holds and other imperfections before the concrete is thoroughly dry.
2. If the defects are serious or affect the strength of the structure, or if patching does not satisfactorily restore the quality and appearance of the surface, the concrete shall be removed and replaced complete, at no additional cost to the Owner.

#### C. Testing: The Geotechnical Engineer shall perform the following:

1. Compression tests:

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- a. Secure three standard cylinders from each pour of concrete, in accordance with ASTM C31, and cure under standard moisture and temperature conditions.
  - b. Test in accordance with ASTM C39.
  - c. Test one cylinder at 7 days and two cylinders at 28 days.
  - d. Submit duplicate test reports of results from testing to Architect/Engineer.
  - e. Take steps immediately to evaluate unsatisfactory test results.
  - f. In the event of unsatisfactory test results, an investigation as outlined in Section 5.6.5 of ACI 318-99 shall be employed.
2. Slump and air entrainment:
- a. Perform slump tests in accordance with ASTM C143.
  - b. Determine the air content of concrete in accordance with ASTM standards.
  - c. Submit results of slump tests and air content on each compression test report.
3. Should additional testing be required because of unsatisfactory test results, the Contractor is responsible for the costs incurred for correcting any deficiencies and the cost of additional testing.

3.10 DETECTABLE WARNING SURFACE

- A. Shall be installed per manufacturer requirements.
- B. Contractor shall warranty installed system for a period of three years from the date of substantial completion.
- C. Contractor shall provide owner with detectable warning surface units equal to 10% of the total units installed for future repairs.

END OF SECTION 32 13 00

## SECTION 32 17 23 - PAVEMENT MARKING

### PART 1 - PRODUCTS

#### 1.1 SUMMARY

A. Section Includes:

1. Pavement markings as shown or implied by Contract Documents.
2. Temporary striping and markings.

B. Related Sections:

1. Division 32 Section "Asphalt Paving".
2. Division 32 Section "Site Concrete".

#### 1.2 QUALITY ASSURANCE

A. All materials and work shall comply with the Indiana Department of Transportation Standard Specifications (INDOTSS) current edition, and Federal Specification TT-P-1952E.

B. Pavement markings in pedestrian ways or maneuvering areas to be skid resistant per ASTM E303 (<45 BPN)

C. All work shall meet requirements and recommendations of paint manufacturer.

D. Pre-construction Requirements:

1. Contractor shall conduct a pre-construction meeting with all applicable contractors/subcontractors, including but not limited to the painting installer and pavement/surface installer (i.e. concrete, asphalt), Owner and Architect/Engineer.
2. Verify paint materials and installation are compatible with surface in which paint will be applied.
3. Identify and convey any concerns or issues regarding the proper installation of the proposed pavement markings to the Owner and Architect/Engineer.
4. Do not proceed with work until all issues and concerns are resolved.
5. Contractor is solely responsible for ensuring proper installation of pavement markings.

#### 1.3 SUBMITTALS

A. Product Data:

1. Pavement marking materials.
2. Glass beads for reflectance.
3. Other materials required for work of this Section.

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- B. Material Certificates, which shall meet the following:
  - 1. Signed by material suppliers and Contractor.
  - 2. Submitted for all materials used.
  - 3. State each material meets or exceeds specified requirements.
  - 4. State each material is appropriate for proposed use and will produce successful results for each application.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Requirements:
  - 1. Paint shall comply with INDOTSS 909.05 (b) or (c).
  - 2. Accessible parking spaces are to be blue, refer to ADA Standards.
  - 3. Pavement marking color for parking stalls and traffic lanes shall match existing, unless indicated otherwise or directed by Architect/Engineer or Owner.
  - 4. On the exposed surfaces of curb throughout the width of curb ramps and curb transitions, apply silica sand per INDOT 808.06 to the wet paint at the rate of 6.0 lb/gal.

PART 3 - EXECUTION

3.1 GENERAL

- A. Protection:
  - 1. Protect the public from any nuisance or hazard from painting operations.
  - 2. Protect adjacent areas and property from painting operations. Immediately clean any surfaces in which paint is accidentally applied.
  - 3. Provide all necessary barricades and markers in order to keep vehicular and pedestrian traffic off painting until paint has dried sufficiently to prevent tracking.
- B. Job Conditions:
  - 1. Do not apply paint on wet surfaces, during wet or damp weather, or in windy conditions.
  - 2. Do not apply paint when temperature is less than 40° F.
  - 3. Do not apply paint over uncured asphalt or concrete.
- C. Preparation of Surface:
  - 1. Thoroughly clean surfaces of all dirt, dust, grease, oil, curing compounds (if used), and other foreign substances.
  - 2. Unless otherwise indicated, paint existing markings black on asphalt pavement which are shown to be removed or are made obsolete by the new Work.

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3. Verify with Architect/Engineer and Owner before utilizing any proposed mechanical, chemical, or other removal means.

D. Application:

1. Apply paint per manufacturer requirements and recommendations.
2. Do not paint in excess of the printed directions of the manufacturer.
3. The proposed method of applying paint shall be subject to approval of Architect/Engineer and Owner. Verify prior to installation.
4. Guides shall be used to form markings true to line and width, template the ends of stripes.
5. Over-painting of unsatisfactory areas shall be as directed by Architect/Engineer.
6. Minimum dry film thickness is 15 mils. App in two applications of 7.5 mils.
7. Unless otherwise indicated, stripe width is 4”.
8. Size and shape of other markings are as indicated on the Drawings.

E. Temporary Striping:

1. Install as indicated in Contract Documents, as directed by Owner and as required during entire construction period.
2. Utilize an appropriate temporary paint, restripe as required during construction to maintain appropriate markings.
3. Unless otherwise indicated or directed by Owner, ensure temporary markings are absent and/or not visible with final Work.
4. Do not black out temporary markings or use mechanical or chemical means if markings are on finished surface. Ensure finished surfaces and Work are neat and clean and installed per Contract Documents and Owner expectations.

F. Completion of Work:

1. Remove all containers and waste materials from the site.
2. Remove protective barriers and markers after paint has dried sufficiently.

### 3.2 WARRANTY AND MAINTENANCE

A. Warranty:

1. Begin warranty period after date of Substantial Completion and continue for a period of one year.
2. Warranty shall ensure pavement markings meet specifications here within, as well as expectations of Owner and Architect/Engineer.

B. Maintenance:

1. During warranty period, restripe and otherwise remediate any markings as noted in paragraph A.2 above.
2. If remediation requires means other than applying new paint (i.e. mechanical, chemical, etc.) verify proposed remediation with Architect/Engineer and Owner prior to work.

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3. During maintenance work, do not damage, disturb or otherwise affect Owner's property or any vehicles. Any such consequences shall be restored to original condition to Owner's satisfaction at Contractor's sole expense.
4. Contact Owner and coordinate all maintenance work, do not interrupt or interfere with Owner's operations.

END OF SECTION 32 17 23

## SECTION 33 05 00 – COMMON WORK RESULTS FOR UTILITIES

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. All utility systems 5 feet outside the building line, as shown or implied in the Contract Documents and as required for the Work, including but not limited to:
  - a. Storm drainage.
  - b. Sub-drainage.
2. Contractor is responsible for all utility work as shown on contract documents or as required, unless specifically indicated otherwise.

##### B. Related Sections:

1. Division 02 Section "Maintenance of Existing Conditions".
2. Division 33 Section "Storm Drainage".

#### 1.2 SUBMITTALS

- ##### A. Warning Tape System.

#### 1.3 DEFINITIONS

- ##### A. Utilities include all underground and above ground piping, conduits, cables and related structures and appurtenances. Utilities also include sewers.
- ##### B. "Utility Companies" as referenced herein includes all public, private and other companies and agencies supplying utility services or having jurisdiction over such services.

#### 1.4 QUALITY ASSURANCE

- ##### A. All materials and installation shall meet the requirements of utility companies.
- ##### B. All installation shall meet the requirements and recommendations of the material manufacturers and suppliers.
- ##### C. All installation shall meet the requirements and recommendations of the material manufacturers and suppliers.

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1.5 COORDINATION

- A. All installation shall meet the requirements and recommendations of the material manufacturers and suppliers.
- B. Verify all proposed utility work with utility companies prior to beginning work.
- C. Provide sufficient notice to utility companies for all work affecting services of utility companies.
- D. Contractor shall maintain complete and operable utility services at all times.
- E. Coordinate timing of utility work and temporary measures with Owner and Utility Companies.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Warning Tape:
  - 1. Verify warning tape requirements with Utility Companies, Owner and Architect/Engineer prior to installation. Unless otherwise indicated or required, provide per the following.
  - 2. Color:
    - a. Blue: Water, fire and chilled water lines.
    - b. Red: Electric.
    - c. Orange: Telecommunications.
    - d. Yellow: Gas, oil, steam, dangerous materials.
    - e. Green: Sanitary laterals
  - 3. Use one of the following systems:
    - a. Non-detectable warning tape with toning wire below:
      - 1) Acid- and alkali-resistant polyethylene warning tape manufactured for marking and identifying underground utilities, 6" inches wide and 4 mils thick.
      - 2) Label: continuous "CAUTION—BURIED (name of utility) BELOW". Toning wire: 12 gauge copper wire with protective jacket for corrosion protection.
      - 3) Unless otherwise indicated, install warning tape 18" below finished grade with toning wire 12" below warning tape.
      - 4) Turn up and tie toning wire as indicated or as required by Utility Companies and Owner.
    - b. Detectable warning tape:
      - 1) Acid- and alkali-resistant polyethylene warning tape manufactured for marking and identifying underground utilities, 6" inches wide and 4 mils thick with metallic core with protective jacket for corrosion protection.

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- 2) Label: continuous "CAUTION—BURIED (name of utility) BELOW".
  - 3) Unless otherwise indicated, install warning tape 18" below finished grade.
- B. Unless otherwise indicated or required, warning tape does not apply to sewers or subsurface drains.
- C. Refer to individual Sections for further utility product specifications.

PART 3 - EXECUTION

3.1 REQUIREMENTS

- A. General:
1. New utilities shall be installed and operational prior to displacing existing utilities. Service must be maintained at all times.
  2. All work shall be made readily accessible for inspection by Utility Companies and Owner at all times during working hours.
  3. Refer to Division 31 Section "Earthwork" for excavation, trenching and backfilling.
- B. Preparation:
1. Verify existing utilities and topographic conditions prior to trenching, excavation or installation.
  2. If existing field conditions prevent installation per the contract documents, notify the Architect/Engineer immediately.
  3. Review proposed utility work prior to installation and notify Architect/Engineer immediately of any conflicts or concerns.
  4. Mark underground utilities prior to beginning any excavation or other underground work in area of proposed activity.
- C. Installation:
1. Provide and maintain all necessary stakes, benchmarks and batter boards for installing utilities to alignment and grades.
  2. During backfilling, install continuous warning tape over all utilities. Install tape full length of utility and terminate properly to allow for charging of tape or toning wire. If utility is installed by Utility Companies, provide warning tape and coordinate installation.

END OF SECTION 33 05 00

## SECTION 33 40 00 – STORM DRAINAGE

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Storm sewers and drainage structures outside of the building.

B. Related Sections:

1. Division 33 Section "Common Work Results for Utilities".
2. Division 33 Section "Sub-drainage".

#### 1.2 QUALITY ASSURANCE

A. Regulatory Requirements:

1. All materials and work within the right-of-way or easement of any local government or other agency having jurisdiction over storm drainage, shall meet the requirements of such agency.

#### 1.3 SUBMITTALS

- A. Each item in submittal must state that the item meets or exceeds the specified standards referenced herein. If multiple sizes or types are included in the submittal, clearly indicate which are to be used, and where, if applicable.

B. Product Data:

1. Sewer pipe, fittings and joint materials.
2. Frames and grates.
3. Steps.
4. Cleanouts.
5. End sections.

- C. Shop Drawings: Reinforced concrete manholes, inlets, and any other structures, including steps, sealing materials and any other required appurtenances.

- D. Test Reports: Submit results for all testing and inspections to Architect/Engineer.

## PART 2 - PRODUCTS

### 2.1 PIPE AND FITTINGS

- A. Unless otherwise indicated, pipe sizes refer to the nominal inside diameter.
- B. Unless otherwise indicated, the following materials shall be used as described below.
  - 1. Reinforced concrete pipe (RCP):
    - a. ASTM C76, Class III, Wall B.
    - b. Bell and spigot joints with rubber gaskets ASTM C443.
    - c. Application: Storm sewers 12" and larger.
  - 2. High density polyethylene (HDPE) pipe and fittings:
    - a. ASTM D3350 and AASHTO M294 Type S, corrugated with smooth interior wall.
    - b. Silt-tight joints ASTM D3212 with ASTM F477 gaskets.
    - c. Application: Storm sewer 12" to 36" where sewer has a minimum cover of 3 feet from top of pipe to top of finished grade.
  - 3. Polyvinyl chloride (PVC) pipe and fittings:
    - a. SDR 35 ASTM D1784, ASTM D3034.
    - b. Compression type bell and spigot joints ASTM D3212 with ASTM F477 gaskets.
    - c. Application: Storm sewer 12" and smaller which runs directly from building. Do not use in between storm structures or for culverts.
  - 4. Ductile iron (DI) pipe and fittings:
    - a. Pipe: AWWA C151, pressure class 350.
    - b. Fittings: AWWA C110, standard pattern or AWWA C153 compact pattern.
    - c. Joints: bell and spigot with push-on joints and gaskets.
    - d. Gaskets: AWWA C111, rubber.
    - e. Interior lining: epoxy coating (do not use cement mortar lining).
    - f. Polyethylene encasement: AWWA C105 tube or sheet, Linear Low Density (LLD, minimum 8 mil) or High Density Cross Laminated (HDCL, minimum 4 mil) with 2" polyethylene tape (minimum 12 mil).
    - g. Application: Sewers 6" and larger. Required when crossing water lines with less than 18" vertical or 10' horizontal clearance.
- C. End Sections:
  - 1. Precast reinforced concrete for RCP piping.
  - 2. Metal end sections for HDPE.

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2.2 EXTERIOR CLEANOUTS

A. General:

1. Unless otherwise indicated, cleanouts shall be the same diameter as the sewer they serve for pipe sizes up to 8", pipes greater than 8" shall use an 8" cleanout.
2. Unless otherwise indicated, riser pipes and cleanout bodies shall be the same material as the sewer they serve.
3. Each cleanout shall have an exterior housing to prevent transfer of load to the cleanout.
4. Medium duty housings may be used in non-vehicular areas, all others shall be heavy duty.
5. Exterior housing:
  - a. ASME A112.36.2M gray iron with round, secured, scoriae and gray iron cover.
  - b. Refer to Part 3 for concrete anchorage.
6. Cast iron cleanouts:
  - a. Gray iron ferrule with tapered-thread, brass closure plug, ASME A112.36.2M.
  - b. Riser pipe and fittings: cast iron soil pipe, ASTM A74.
  - c. Ferrule connection may be inside caulk, spigot or no-hub; however, connection must be water and air-tight.
7. Plastic cleanouts:
  - a. PVC body with PVC tapered-thread plug.
  - b. Riser pipe and fittings: SDR 35, ASTM D3034.

2.3 MANHOLES AND CATCH BASINS

A. General:

1. Precast concrete per ASTM C478.
2. Manhole base shall be minimum 8" thick. To prevent flotation, increase thickness of precast sections or add concrete to base section as required.
3. Steps: Polypropylene encased #4 rebar per ASTM D4101, meeting OSHA requirements.
4. Castings: All frames and castings shall be heavy duty and constructed of gray iron free from blowholes, porosity, hard spots, shrinkage distortion, etc. They shall be smooth and clean.
5. Adjusting rings: Precast concrete, interlocking with ½ butyl rubber base or extrudable preformed gasket material. Bricks, blocks or other means are not acceptable.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Piping:

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1. Cleanouts and manholes shall be installed in sewer where shown on the Drawings and as required by applicable Codes and/or field conditions.
  2. Install manholes and cleanouts at all changes in direction. Blind turns or gradual deflection of pipe is not permitted.
  3. The maximum distance between manholes is 400'.
  4. Verify existing and proposed grades, connections and pipe sizes before installing any pipe. Notify Architect/Engineer of any conflicts with Drawings or Specifications.
  5. Pipe installation shall proceed upgrade with spigot ends of bell and spigot pipe pointing into direction of flow.
  6. Each pipe shall be laid true to line and grade and in such a manner as to form a close concentric joint with adjoining pipe and to prevent sudden offset in the flow line.
  7. During backfilling, install detectable warning tape. See Division 33 Section "Common Work Results for Utilities" for warning tape requirements.
  8. Pipe trenches shall be excavated parallel to the specified pipe, slope and grade.
  9. The bottom of the pipe shall be supported by a minimum 6" thick layer of #8 crushed stone. The #8 crushed stone shall extend 6" on each side of the pipe and 12" above the top of the pipe unless indicated otherwise.
  10. The remaining backfill in lawn and non-pavement areas shall be suitable fill material approved by the soils testing laboratory.
  11. Pipes under and within 5' of pavements, slabs, sidewalks and other hard surfaces shall be backfilled with compacted granular fill.
  12. All backfilling and compaction shall be in accordance with Division 31 Section "Earthwork"
  13. Any breaks or defects in pipe must be immediately repaired. Any pipe which has been disturbed after being laid must be taken up, joints cleaned and properly relaid.
  14. Interior of all pipe shall be cleaned of all dirt and superfluous materials as the work progresses. After pipe installation, install erosion control measures as shown on Drawings and as necessary to prevent sediment or other materials from entering or building up in pipe.
  15. Water and sewer minimum clearances:
    - a. Where minimum 18" vertical or 10' horizontal separation cannot be provided between sewers and water lines, the sewer shall be ductile iron, refer to Part 2.
    - b. At crossings, extend ductile iron sewer pipe a minimum of 10 feet on both sides of the water line.
    - c. Do not install water and sewer lines in the same trench under any circumstances.
- B. Manholes and Catch Basins:
1. Set solid lid castings flush with grade in pavement areas and 1" above grade in other areas. Set inlet castings at elevation grades per Drawings.
  2. Install 2 to 4 precast adjusting rings for an overall 6" to 12" adjustment height.
  3. Grade to drain into inlet castings positively and adequately.
  4. Install steps from 12" below top to 12" above bottom at 16" on center.
  5. Bench bottom of structures per Drawings.
- C. Cleanouts:

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1. Install piping so cleanouts open in direction of flow in sewer pipe.
2. Set cleanout covers flush with grade.
3. In areas other than concrete walks and concrete pavements, install concrete anchor pad.
4. Unless otherwise indicated, pad dimensions are 12" height with a diameter of the cleanout housing diameter + 12", to provide a 6" ring around the cleanout frame. Place on properly compacted subgrade and stone per Division 31 Section "Earthwork" and Division 32 Section "Site Concrete".

END OF SECTION 33 40 00