

**SPUD RUN CULVERT REPLACEMENT
POTATO CREEK STATE PARK
St. Joseph County**

Project No. ENG2603736023

August 2025

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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. ENG2603736023
Potato Creek State Park Culvert Replacement Project
St. Joseph County, IN**

will be received from Contractors, holding a current Certificate of Qualification, at Department of Administration, Public Works Division Email Bid Box publicworks bids@idoa.in.gov
(Note, do not cc: any other party)

Subject line MUST contain “Bid- Project No. ENG2603736023; Potato Creek Culvert Replacement Project - (Your firm)”

Bid File (PDF) MUST be named-“(Bidding Firm name) Bid Project No. ENG2603736023; Potato Creek State Park Culvert Replacement Project and not exceed 9Mb.

Until 1:31 P.M (Indianapolis Time), November 18, 2025, after which all bids will be publicly opened and read online in a Microsoft Teams Live Event at 2:00PM – https://teams.microsoft.com/meetup/IDNR_ENG2603736023

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 August 22, 2025 may be obtained from: Department of Natural Resources Division of Engineering Website <http://www.in.gov/dnr/engineer/bidding> for a non-refundable fee of \$0.00. Contractors are responsible for checking this website for additional documents or addenda that may be added before the bid opening date.

Bids shall be taken from Prime Contractors pre-qualified by the Public Works Certification Board in the following classification(s): 1611.01 Concrete Construction of Roads & Curbing or 1611.02 Asphalt Construction of Roads and Parking Lots or 1622.01 Gen Contr-brdgs, vldcts, elvd hwys, rlwy, tnls or 1771.01 Concrete Construction or 1794.02 Excavation or 1795.02 Demolition of Pavements and Roads.

The Specified construction period is through **May 1, 2026**. 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>

Director, Asset Management & Engineering: *Greg Sorrels* 10/14/2025
Greg Sorrels, Director, IDNR Division of AM&E

Director of Public Works: *Robert Grossman* 10-14-2025
Robert Grossman, Director, IDOA Public Works

Pre-Bid Information: October 31, 2025 at
11:00AM (EST) at Potato Creek Nature Center
(41.554269°, -86.356553°)
25601 IN-4, North Liberty, IN 46554
Project Manager: John D. Spears, PE, PG
jspears@dnr.in.gov

PRE-BID DOCUMENTATION

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 4-13.6-4. 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 Affidavit (DAPW 11) to Public Works Division, Indiana Department of Administration as part of the contract. The Domestic Steel Affidavit is included for Bidder's review but need not be submitted at the time of the bid opening. Definition of Steel Products:

"Steel products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- C. Prior to execution of the Contract, the successful Bidder shall furnish a completed Contractor's Bond for Construction (DAPW 15) (combined performance and payment bond) to Public Works Division, Department of Administration as part of the contract. The Bond form is included for Bidder's review but need not be submitted at the time of the bid opening.
- D. Prior to execution of the Contract, the successful Bidder shall furnish a completed Contractor's Certificate of Insurance (DAPW 16) to Public Works Division, Department of Administration as part of the contract. The Insurance form is included for Bidder's review but need not be submitted at the time of the bid opening.
- E. Prior to execution of the Contract, the State of Indiana will issue to the successful Bidder 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.

BID DOCUMENTATION

CONTRACTOR'S AFFIDAVIT OF SUBS EMPLOYED

Public Works Project Number: _____ Date: _____

Project Description: _____

Prime Contractor: _____

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

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

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

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

STATE OF _____ }
COUNTY OF _____ } SS:

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

My Commission Expires: _____

(SEAL)

NOTARY PUBLIC - SIGNATURE

NOTARY PUBLIC PRINTED NAME

GENERAL BID FOR PUBLIC WORKS

CONTRACTOR'S BID

For _____
(Insert class of work)

Project Number _____

Project Description (Title) _____

Date _____

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

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

(Designer Name, Address, Telephone)

for the sum of _____
(State amount in words)

_____ \$ _____
(State amount in figures)

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

_____ Federal I.D. Number or Social Security Number

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

Bidder ID Number _____

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

ALTERNATE BIDS

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

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

The work shall be as described in Section, ALTERNATES.

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

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

BIDDER SHALL CHECK APPLICABLE BOX for each listed alternate.

Alternate No.____ ADD _____ DEDUCT _____ NO CHANGE _____ AMOUNT \$ _____

Alternate No.____ ADD _____ DEDUCT _____ NO CHANGE _____ AMOUNT \$ _____

Alternate No.____ ADD _____ DEDUCT _____ NO CHANGE _____ AMOUNT \$ _____

Alternate No.____ ADD _____ DEDUCT _____ NO CHANGE _____ AMOUNT \$ _____

Alternate No.____ ADD _____ DEDUCT _____ NO CHANGE _____ AMOUNT \$ _____

Alternate No.____ ADD _____ DEDUCT _____ NO CHANGE _____ AMOUNT \$ _____

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

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

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

Proprietorship (Company Name)

(INDIVIDUAL)

Bidder (Owner)

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

Company Name

Partner

Partner

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

Corporation Name

By President or Other Authorized Signatory

Secretary

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

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

SIGNATURE AFFIDAVIT

PROJECT NO: _____

STATE OF }
 } SS:
COUNTY OF }

Before me, the undersigned notary public, appeared _____ and being duly
(name of bidder)

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

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

Affirmed that:

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

By: _____
(Signature)

(Printed name)

(Printed or typed name of company)

(must be signed by principal of organization)

STATE OF }
 } SS:
COUNTY OF }

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

My Commission Expires:

NOTARY PUBLIC – SIGNATURE

NOTARY PUBLIC PRINTED NAME

(SEAL)

BID BOND

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

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

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

in the sum of _____
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)

Indiana Department of Administration MBE/WBE and IVOSB Participation Policy for Public Works Projects

I. Introduction

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 construction services \$150,000 and over with subcontracting opportunities.

II. Definitions

“Certification for MBE and WBE” means certification by the Indiana Department of Administration, Minority and Women's Business Enterprises Division. ("MWBED").

“Certification for IVOSB” means certification by the Indiana Department of Administration.

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

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

(A) The amount of work subcontracted.

(B) Industry practices.

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

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

(E) Other relevant factors.

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

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

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

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

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

(4) IVOSB contractors and suppliers must perform a commercially useful function. A commercially useful function is generally deemed to be when an IVOSB contractor or supplier is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially

useful function, an IVOSB contractor or supplier must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. An IVOSB contractor or supplier does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of IVOSB participation.

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

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

“Minority Business Enterprise (MBE) and Women’s Business Enterprise (WBE)” means a business concern which is certified as at least fifty-one percent (51%) owned and controlled by a woman or women or one or more of the individuals classified as a minority group which includes: African Americans, Hispanic Americans, Asian Americans, American Indians and other racial minorities. The MBE and WBE must meet the eligibility requirements of 25 IAC 5.

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

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

III. Minority and Women Business Enterprise Certification

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

Questions regarding Certification should be addressed to the following:

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

IV. Indiana Veteran Owned Small Business Enterprise

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

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Questions regarding Certification should be addressed to the following:

Indiana Department of Administration
402 W. Washington St., Room W478
Indianapolis, IN 46204
(317) 233-1494
Indianaveteranspreference@idoa.in.gov

V. Bidding Process

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

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

The 2018-2019 Contract Goals for construction projects are 7% for MBE's, 5% for WBE's and 3% for IVOSBs.

The following procedures will be implemented in the acceptance and evaluation of responsive and responsible bids.

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

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

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

A Contractor who knowingly or intentionally misrepresents the truth about his/her status as an MBE and WBE or who misrepresents the level or the nature of the amount subcontracted to his/her firm may suffer penalties pursuant to Indiana Code 35-44.1-2-1.

VI. Compliance

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

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

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

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

VII. Non Compliance

When a Respondent submits a Minority, Women 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.

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

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

If MWBED determines the Contractor has failed to comply with the provisions of this Participation Program, Contractor's Utilization Statement, 25 IAC 5, or 25 IAC 9, IDOA may impose any or all of the following sanctions:

- a. Withholding payment on the Contract until such time that satisfactory corrective measures are made.
- b. Adjustment to payments due or the permanent withholding of retainages of the Contract.
- c. Suspension or termination of the specific Contract in which the deficiency is known to exist. In the event this sanction is employed, the Contractor will be held liable for any consequential damages arising from the suspension or termination of the Contract, including damages caused as a result of the delay or from increased prices incurred in securing the performance of the balance of the work by other Contractors.
- d. Recommendation to the certification board to revoke the contractor’s certification status with the Public Works Division of IDOA. This recommendation may result in the suspension or revocation of the contractor’s ability to perform on future state contracts for a period no longer than thirty-six (36) months.
- e. Continued non-compliance may be deemed a material breach of the agreement between MWBED and Contractor, whereupon MWBED shall have all the rights and remedies available to it under the Contract or at law.
- f. Suspension, revocation, or denial of the MBE, WBE or IVOSB certification and eligibility to participate in the MBE, WBE or IVOSB program for a period of not more than thirty-six (36) months.

VIII. Forms and Attachments

Minority, Women’s and Indiana Veteran Owned Business Enterprises Participation Plan

**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.

**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:

<u>MBE/WBE</u>	<u>PHONE</u>	<u>COMPANY NAME</u>	<u>SCOPE OF PRODUCTS/SERVICES</u>	<u>UTILIZATION DATE</u>	<u>AMOUNT</u>
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The following IVOSBs listed in the IVOSB directory will be participating in the contract:

<u>IVOSB</u>	<u>PHONE</u>	<u>COMPANY NAME</u>	<u>SCOPE OF PRODUCTS/SERVICES</u>	<u>UTILIZATION</u>	<u>DATE</u>	<u>AMOUNT</u>
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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**.

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

CERTIFICATE OF CORPORATE RESOLUTION

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

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

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

In Witness Whereof, I have hereunto set my hand for said corporation this _____ day of _____, 20_____.

By: _____
(Signature)

(must be signed by principal of organization)
STATE OF }
 } SS:
COUNTY OF }

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

My Commission Expires:

(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:

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- (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.

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PRE-CONTRACT DOCUMENTATION

DOMESTIC STEEL AFFIDAVIT

STATE OF

}

}

SS:

COUNTY OF

}

PROJECT NO: _____

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

5-16-8-1 Definitions:

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

"United States" means the United States of America and includes all territory, continental or insular, subject to the jurisdiction of the United States.

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

Sec. 2. (a) Each public agency shall require that every contract for the construction, alteration, repair, improvement or maintenance of Public Works contain a provision that, if any steel products are to be used or supplied in the performance of the contract or subcontract, only steel products as defined by this chapter 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 products is deemed to be unreasonable.

(Signature)

(Printed name)

(Attest)

(Vice President/Secretary/Treasurer)

(Printed or typed name of company)

STATE OF

}

}

SS:

COUNTY OF

}

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

My Commission Expires:

NOTARY PUBLIC - SIGNATURE

(SEAL)

NOTARY PUBLIC PRINTED NAME

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 <u>indemnification provision</u>) 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

CONTRACT DOCUMENTATION



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, 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 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. 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, 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 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. 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

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 XXXXX. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

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:

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	\$ _____
<input type="checkbox"/> INCREASE/ <input type="checkbox"/> DECREASE THIS AMENDMENT	\$ _____
<input type="checkbox"/> INCREASE/ <input type="checkbox"/> DECREASE REMEDIATION ALLOWANCE	\$ _____
NEW CONTRACT TOTAL REMUNERATION	\$ _____

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
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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:

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, 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 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. 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:

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, 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 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. 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: 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 *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

CONSTRUCTION CONTRACT CHANGE ORDER/AMENDMENT #

AMENDMENT # EXHIBIT B

See Documents to Follow for Exhibit



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.

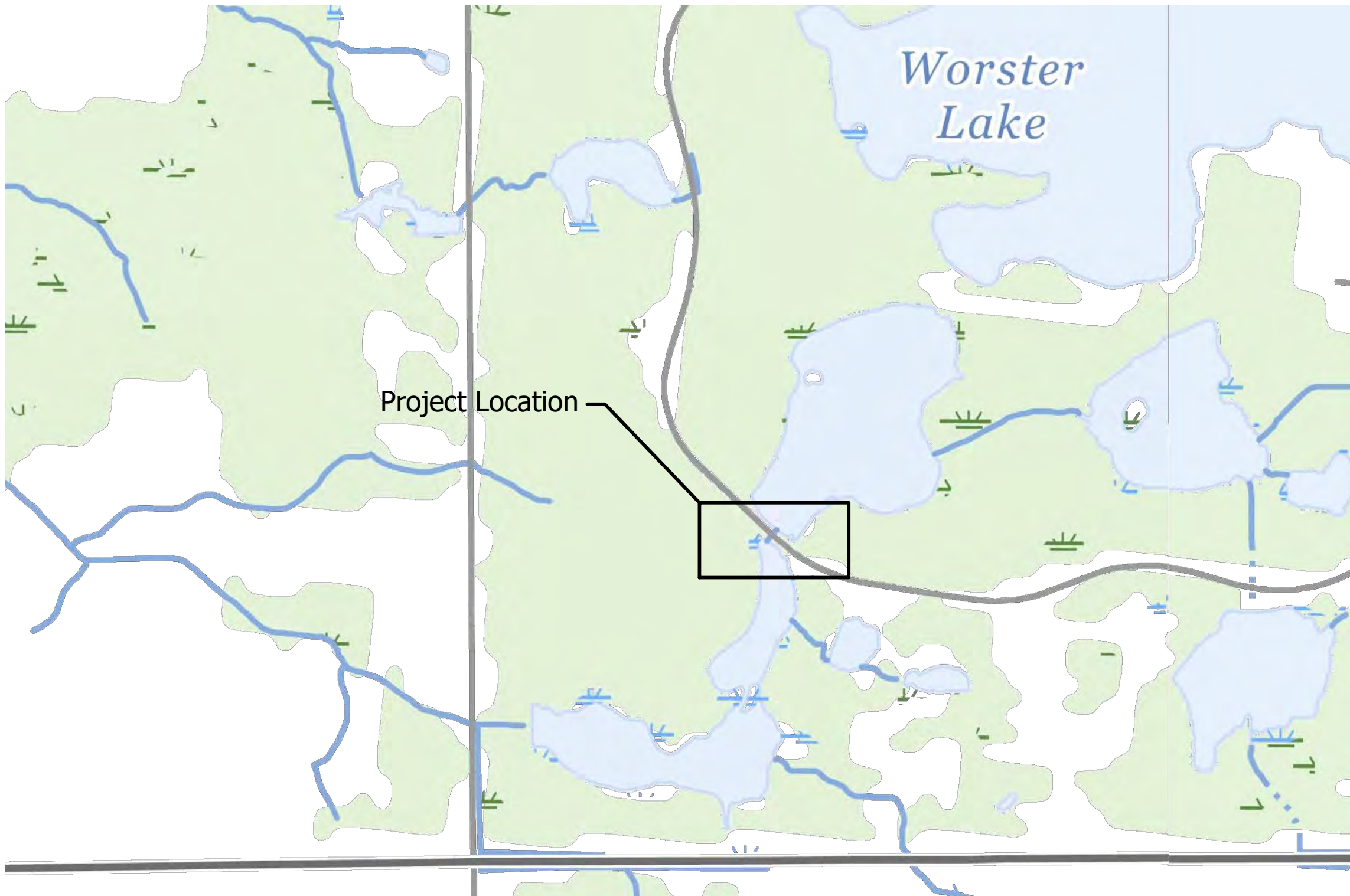
LIST OF DRAWINGS

INDIANA DEPARTMENT OF ADMINISTRATION (IDOA)
INDIANA DEPARTMENT OF NATURAL RESOURCES (IDNR)

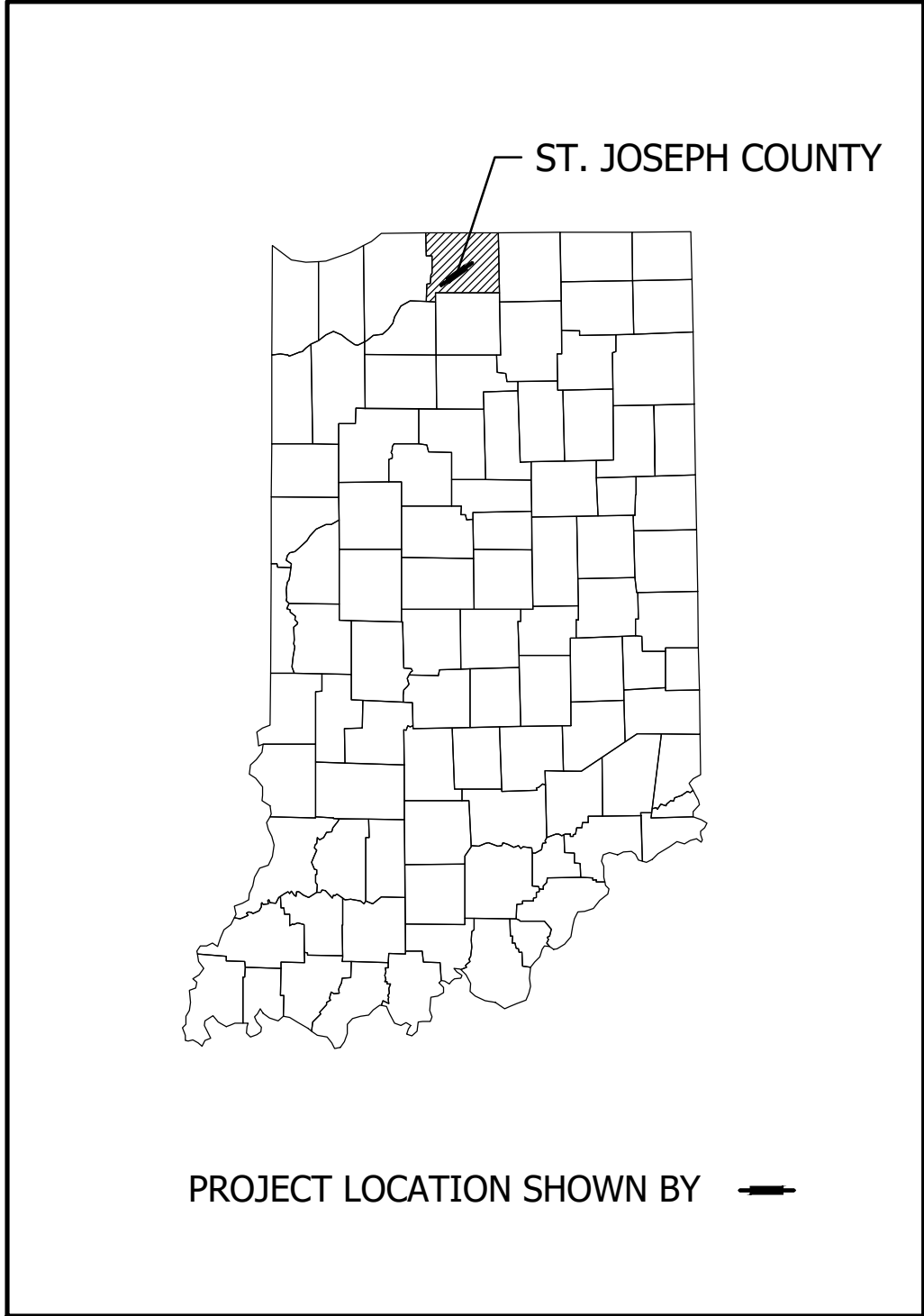
PROJECT No. ENG 2603736023
SPUD RUN CULVERT REPLACEMENT
LIBERTY TOWNSHIP, ST. JOSEPH COUNTY, INDIANA

SECTION 26, T-36-N, R-1-E

DRAWING INDEX	
SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	LEGEND AND GENERAL NOTES
3	DEMOLITION PLAN
4	PLAN AND PROFILE
5	STRUCTURE LAYOUT
6	CONSTRUCTION DETAILS
7	EROSION CONTROL AND PUMP AROUND PLANS
8	NORTH ACCESS ROAD IMPROVEMENTS ALTERNATIVE

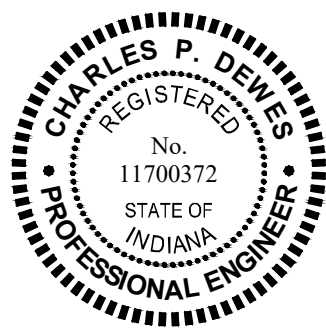


LOCATION MAP
ST. JOSEPH COUNTY

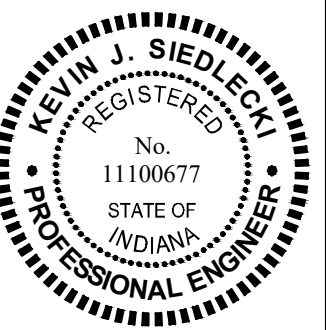


ISSUED FOR BID
AUGUST 22, 2025

LFA
LAWSON-FISHER ASSOCIATES P.C.
525 W. WASHINGTON AVENUE
SOUTH BEND, INDIANA 46601
PH. (574) 234-3167



Charles P. Dewes
SIGNATURE
8/22/25
DATE
Kerri J. Siedlecki
SIGNATURE
8/22/25
DATE



INDIANA DEPARTMENT OF NATURAL RESOURCES
POTATO CREEK STATE PARK
SPUD RUN CULVERT REPLACEMENT

COVER SHEET


REVISIONS
DRAWN: PJV
CHECKED: CPD


HORIZONTAL SCALE
1" = 600'
VERTICAL SCALE
SURVEY BOOK
DATE
AUGUST 2025


PROJECT NUMBER		
ENG 2603736023		
SHEETS		
1	OF	8


U:\2025\2025008 IDNR Spud Run Lateral\Cad\Plan Set\Civil\2500800HY_IN.dwg (GENERAL NOTES AND LEGEND) 8/21/2025 10:48 AM - U:\2025\2025008 IDNR Spud Run Lateral\Cad\Plan Set\Civil\2500800HY_IN.dwg (GENERAL NOTES AND LEGEND)


EXISTING FEATURES LEGEND:


- 

Existing Benchmark
- 

Existing Control Point
- 

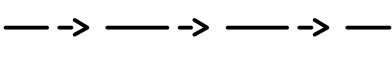
Existing Deciduous Tree
- 

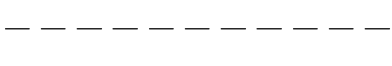
Pipe Invert
- 


Ordinary High Water Mark
- 

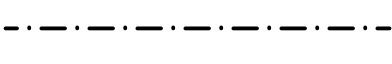
Water Surface Elevation

EXISTING PATTERNS

- 

Existing Ditch Centerline
- 

Existing Top of Bank/Toe of Slope
- 

Existing Vegetation Line
- 

Existing Wetland

PUBLIC UTILITY

The existing utilities listed below and shown on these plans represent the best information available as obtained on our surveys. This information does not relieve the contractor of the responsibility to be satisfied as to its accuracy and the location of existing utilities.

OWNER

Comcast North

Mediacom, LLC (Auburn)
Mediacom, LLC (North Webster)
Contact: Scott Brewer
845-521-6898
sbrewer1@mediacomcc.com
903 E Howard St.
Pontiac, IL 61764

AT&T Distribution
AT&T Indiana Utility Coordination
g09871@att.com

Brightspeed
Contact: Sonni Smith
704-314-2662
sonni.smith@brightspeed.com
1120 S Tryon St., Suite 700
Charlotte, NC 28203
Alternate Contact: Tanya Palone
980-376-1707
tanya.palone@brightspeed.com

Marshall County R.E.M.C.
Contact: Shawnda Wenino
574-936-3161
swenino@marshallremc.com
P.O. Box 250
Plymouth, IN 46563

NIPSCO (Laporte, Plymouth)
Utility Coordination:
utilitycoordination@nisource.com
Damage Prevention Screening Center:
cdcamagepreventioncenter@nisource.com

American Electric Power
Contact: J. Jay Marlow
260-408-3447

Kankakee Valley R.E.M.C.
Contact: Cody Fletcher
574-302-9786
cfletcher@kvremc.com
8642 W U.S. 30
Wanatah, IN 46390
Alternate Contact: Justin Higerson
219-615-7348
8642 W U.S. 30
Wanatah, IN 46390

American Electric Power Telecom
Contact: Brian Chute
614-933-2853
bdchute@aep.com
8600 Smiths Mill Rd.
New Albany, OH 43054
Alternate Contact: Tim Hovious
765-677-6036
thhovious@aep.com
4504 S Lincoln Blvd., 01
Marion, IN 46953

UTILITY

Cable TV

Cable TV

Communications

Communications

Electric

Electric

Electric

Electric

Fiber Optic

OWNER

Choice Light, Inc.
Contact: Brandon Liggett
574-968-5342
bliggett@choicelight.org
130 S Main St.
South Bend, IN 46601

Surf Internet
Contact: Ryan Coates
574-389-3100
rcoates@surfinternet.com

NIPSCO (South Bend, Laporte, Plymouth)
Utility Coordination:
utilitycoordination@nisource.com
Damage Prevention Screening Center:
cdcamagepreventioncenter@nisource.com

Crossroads Pipeline

Town of North Liberty
Contact: Jason Lambright
574-440-5808
nlutility@yahoo.com
300 S Main St.
North Liberty, IN 46554

Frontier

UTILITY

Fiber Optic

Fiber Optic

Gas

Pipeline

Sewer, Water

Telephone

GENERAL NOTES:

- All items shown are existing unless otherwise indicated as required.
- The contractor shall locate all underground utilities prior to starting work and shall conduct his operation in such manner as to insure that those utilities will not be disturbed.
- The Contractor is responsible for locating all utilities private & public, which should include potholing with a hydro-excavation, etc. Any damaged utilities shall be repaired at the contractors expense.
- Any damage to access roads, bridges, private or public property, and to existing structure not specified to be altered and caused by the contractor during construction shall be repaired at the expense of the contractor.
- Prior to starting construction the contractor shall conduct check surveys on each aspect of the work as provided in the specifications. The results of the check surveys may affect the quantities.
- If any errors become apparent, they shall be brought to the attention of the engineer prior to construction so that clarification or redesign may occur.
- Contractor shall power wash all equipment upon arriving on site in order to decrease the spread of any invasive species.
- Contractor shall not remove trees between April 1st to October 1st due to date restrictions with the endangered Indiana bat species.
- Contractor shall seed and mulch all disturbed areas within the construction limits unless noted otherwise.
- INDOT Standard Specification (latest edition) shall be used with these plans.

SURVEY NOTES:

- Unless noted otherwise, all bearings, distances, areas, and coordinates shown hereon are based upon the Indiana State Plane Coordinate System's East Zone (InSPC-1301) per NAD 83 (2011) Epoch 2010.00 and are reported in U.S. Survey Feet and decimal parts thereof.
- Unless noted otherwise, all elevations shown hereon are based upon the North American Vertical Datum of 1988 (NAVD 88) as established on National Geodetic Survey (NGS) marker M 154 (PID ME0054) elevation; 729.54 (NAVD 88).
- Equipment Used:
 - Trimble R10 GNSS Receiver (3mm // 8mm+1ppm RMS)
 - Trimble DiNi Digital Level (0.7mm/km)
 - Trimble S6 Robotic Total Station (3" 2mm+2ppm)
- No underground utilities were marked or surveyed. Absence of underground utilities was verified by Indiana 811 under the following ticket number: 2407243140.
- The topographic survey was completed July 24-25, 2024.

HORIZONTAL CONTROL (INSPC – EAST ZONE // U.S. FEET)

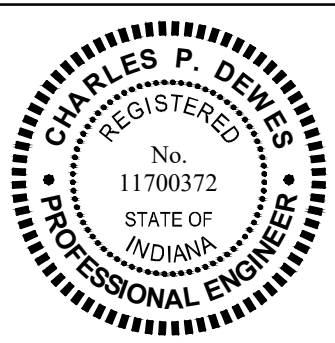
Id.	Northing	Easting	Latitude	Longitude	Elevation (NAVD 88)	Marker
CP1	2292754.4625	131684.7088	N41°32'25.82460"	W86°23'02.70097"	764.28	½"x18" Rebar w/ Cap Stamped 'LAWSON-FISHER'
CP2	2292321.9996	132187.2500	N41°32'21.59337"	W86°22'56.04580"	753.62	½"x18" Rebar w/ Cap Stamped 'LAWSON-FISHER'


Control point elevations are provided for reference. It should be understood that the markers used are subject to vertical movement due to frost heave,vehicle movements and other environmental factors. All horizontal control point elevations are superseded by bench mark elevations.

VERTICAL CONTROL (NAVD 88)

Id.	Elevation (NAVD 88)	Remarks	Northing	Easting	Latitude	Longitude
TBM A	752.69	Mag Spike in Asph. w/ Washer Stamped 'Lawson-Fisher'	2292399.9	132090.1	N41°32'22.36"	W86°22'57.33"
TBM B	754.80	Mag Spike in Asph. w/ Washer Stamped 'Lawson-Fisher'	2292275.6	132208.6	N41°32'21.14"	W86°22'55.76"

Bench mark horizontal coordinates are provided for reference. It should be understood that the method and means used to establish the horizontal coordinates of the bench marks is not the same class and standard as those used to establish the horizontal control points. The coordinates only serve as an aid in locating the marks and are superseded by horizontal control point coordinates.





8/22/25
DATE

SIGNATURE

SIGNATURE

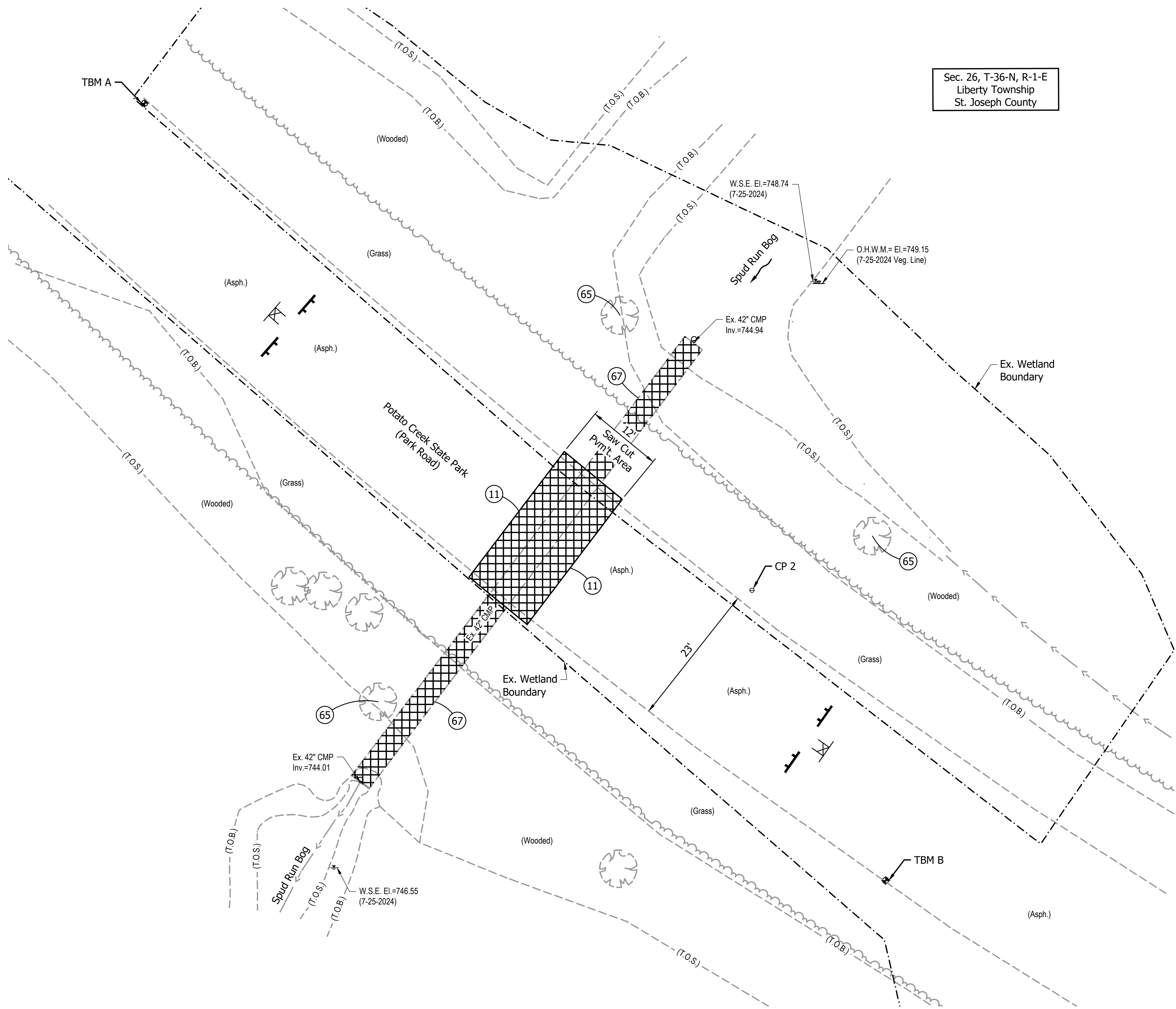
DATE

INDIANA DEPARTMENT OF NATURAL RESOURCES
POTATO CREEK STATE PARK
SPUD RUN CULVERT REPLACEMENT

LEGEND AND GENERAL NOTES

REVISIONS		HORIZONTAL SCALE	PROJECT NUMBER	
		VERTICAL SCALE	ENG 2603736023	
DRAWN: PJV		SURVEY BOOK	SHEETS	
CHECKED: CPD		DATE AUGUST 2025	2	OF 8

U:\2025\2025008 IDNR Spud Run Lateral\Cad\Plan Set\Civil\2500800HY_DM.dwg (DEMOLITION PLAN)



Sec. 26, T-36-N, R-1-E
Liberty Township
St. Joseph County



NOTES:

- Contractor shall coordinate with IDNR to provide an advanced schedule of road closure prior to saw cutting of pavement and pipe removal work.
- Contractor is responsible for disposal of 42" CMP pipe, asphalt, and excess borrow material from the open cut at an offsite location.
- Contractor shall preserve trees within and near the work area where indicated.
- Contractor shall maintain a dry work area using pump around or dewatering systems. Dewatering and pump around systems shall be presented to the Engineer and Owner for review and approval prior to their use. (See sheet 7 for typical detail).
- Contractor shall leave barricades and signs in place throughout construction duration.

LEGEND:

- (11) Saw Cut
- (65) Protect Tree
- (67) Remove 42" CMP Pipe
- Demolition Area
- Type III Barricade
- Road Closure Sign Assembly

ROAD
CLOSED

R11-2
48" x 30"

ROAD CLOSURE
SIGN ASSEMBLY

LFA
LAWSON-FISHER ASSOCIATES P.C.
525 W. WASHINGTON AVENUE
SOUTH BEND, INDIANA 46601
PH. (574) 234-3167

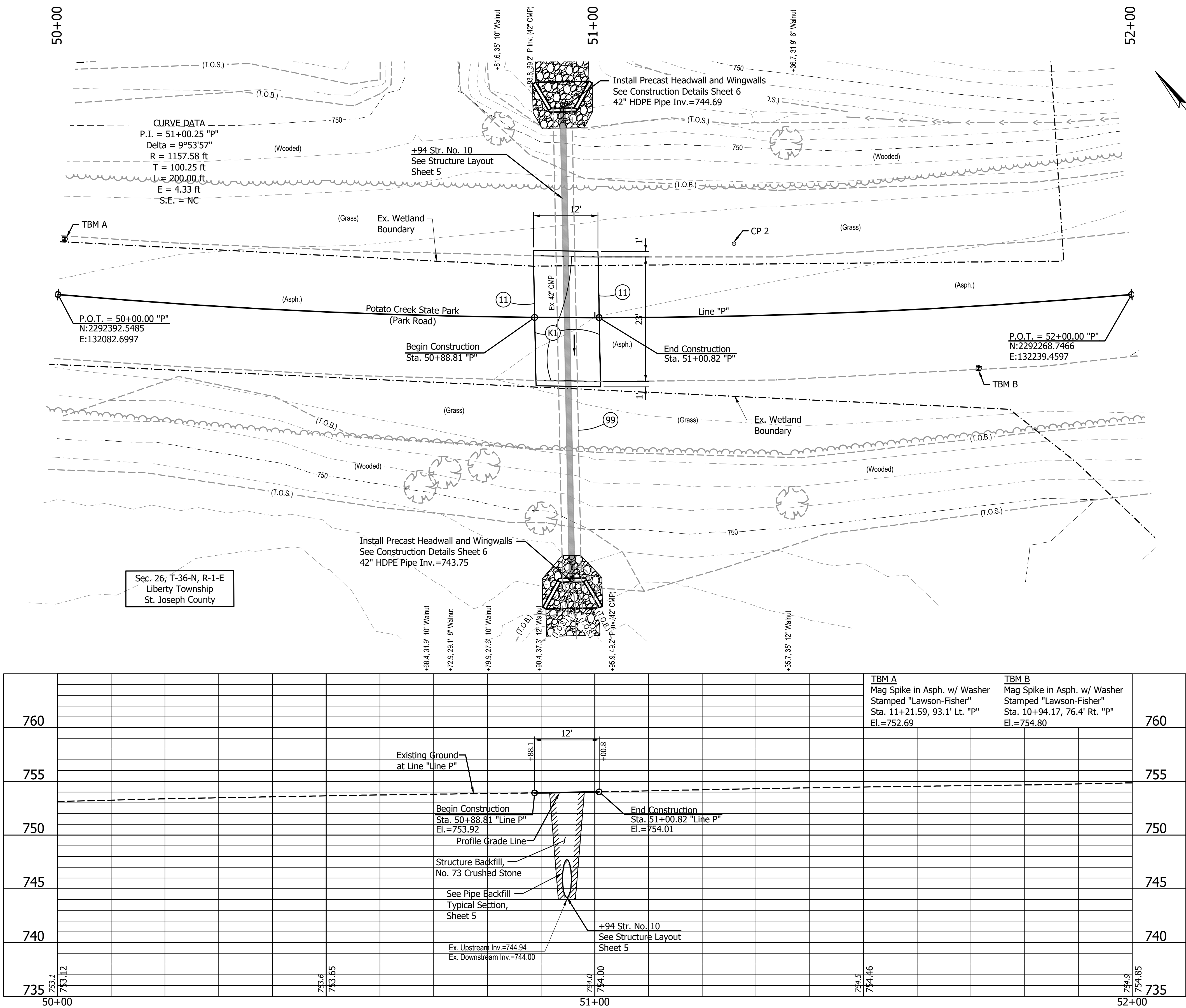
REGISTERED
No. 11700372
STATE OF INDIANA
PROFESSIONAL ENGINEER
CHARLES P. DEWES

Charles Dewes
SIGNATURE
8/22/25
DATE


INDIANA DEPARTMENT OF NATURAL RESOURCES
POTATO CREEK STATE PARK
SPUD RUN CULVERT REPLACEMENT
DEMOLITION PLAN

REVISIONS	HORIZONTAL SCALE 1" = 10' VERTICAL SCALE	PROJECT NUMBER ENG 2603736023
DRAWN: JAJ	SURVEY BOOK	SHEETS
CHECKED: CPD	DATE AUGUST 2025	3 OF 8

JAU - 8/21/2025 10:48 AM - U:\2025\2025008 IDNR Spud Run Culvert\Plan Set\Civil\2500800HY_PP01.dwg (PLAN & PROFILE - LINE C)



EARTHWORK BALANCE		
Line "T-1"		
Structural Backfill +25%	=	108 cys
Common Excavation	=	162 cys
Cohesive Borrow	=	65 cys
* Excludes Pavement Removal		

LEGEND:		
(K1)	165 #/sys QC/QA HMA, 3, 64, Surface, 9.5 mm on 275 #/sys QC/QA HMA, 3, 64, Intermediate, 19.0 mm on 660 #/sys QC/QA HMA, 3, 64, Base 25.0 mm on Subgrade Treatment Type IC on Geotextile for Pavement, Type 2B	
(11)	Saw Cut	
(99)	Remove	
	18" Revetment Riprap	

LFA

LAWSON-FISHER ASSOCIATES P.C.

525 W. WASHINGTON AVENUE

SOUTH BEND, INDIANA 46601

PH. (574) 234-3167

REGISTERED

CHARLES P. DEWES

No. 11700372

STATE OF INDIANA

PROFESSIONAL ENGINEER

Charles P. Dewes

SIGNATURE

8/22/25

DATE

INDIANA DEPARTMENT OF NATURAL RESOURCES

POTATO CREEK STATE PARK

SPUD RUN CULVERT REPLACEMENT

PLAN AND PROFILE

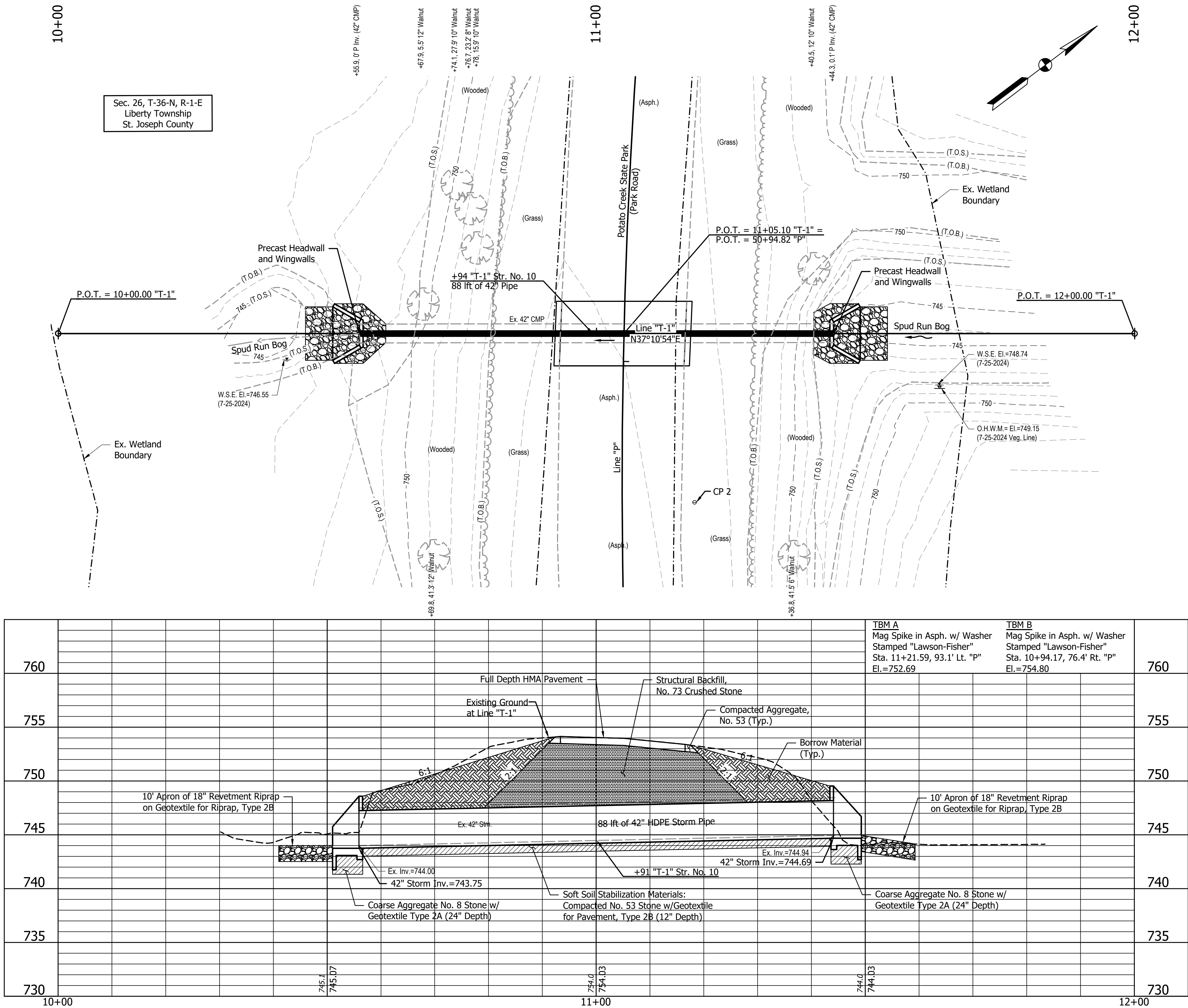
STA. 10+00 TO STA. 12+00 - LINE "C"

REVISIONS
DRAWN: JAJ
CHECKED: CPD

HORIZONTAL SCALE
1" = 10'
VERTICAL SCALE
1" = 5'
SURVEY BOOK
DATE
AUGUST 2025

PROJECT NUMBER		
ENG 2603736023		
SHEETS		
4	OF	8

JAU - 8/21/2025 10:48 AM - U:\2025\2025008 IDNR Spud Run Lateral\Cad\Plan Set\Civil\2500800HY_SI.01.dwg (STRUCTURE LAYOUT)



HYDRAULIC DATA

Drainage Area	431.5 Acres
Q ₁₀₀ Discharge	413.9 ft ³ /sec
Q ₁₀₀ Headwater Elevation	754.0 ft
Backwater	746.55 ft
Velocity at Q ₅₀	7.81 ft/sec
Gross Waterway Area (Below Q ₁₀₀ Elevation)	9.62 ft ²
Required Waterway Opening	9.62 ft ²
Waterway Opening Provided	9.62 ft ²
Roadway Overflow Area	0 ft ²

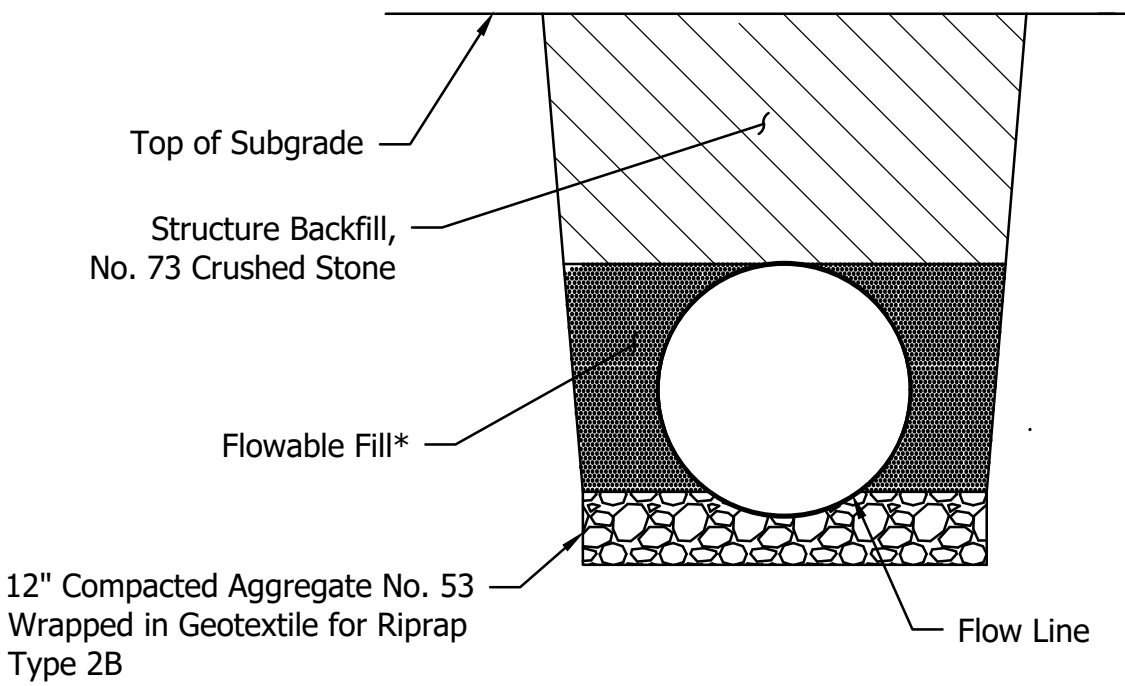
LEGEND:

①

165 #/sys QC/QA HMA, 3, 64, Surface, 9.5 mm on
275 #/sys QC/QA HMA, 3, 64, Intermediate, 19.0 mm on
660 #/sys QC/QA HMA, 3, 64, Base 25.0 mm on
Subgrade Treatment Type IC on
Geotextile for Pavement, Type 2B



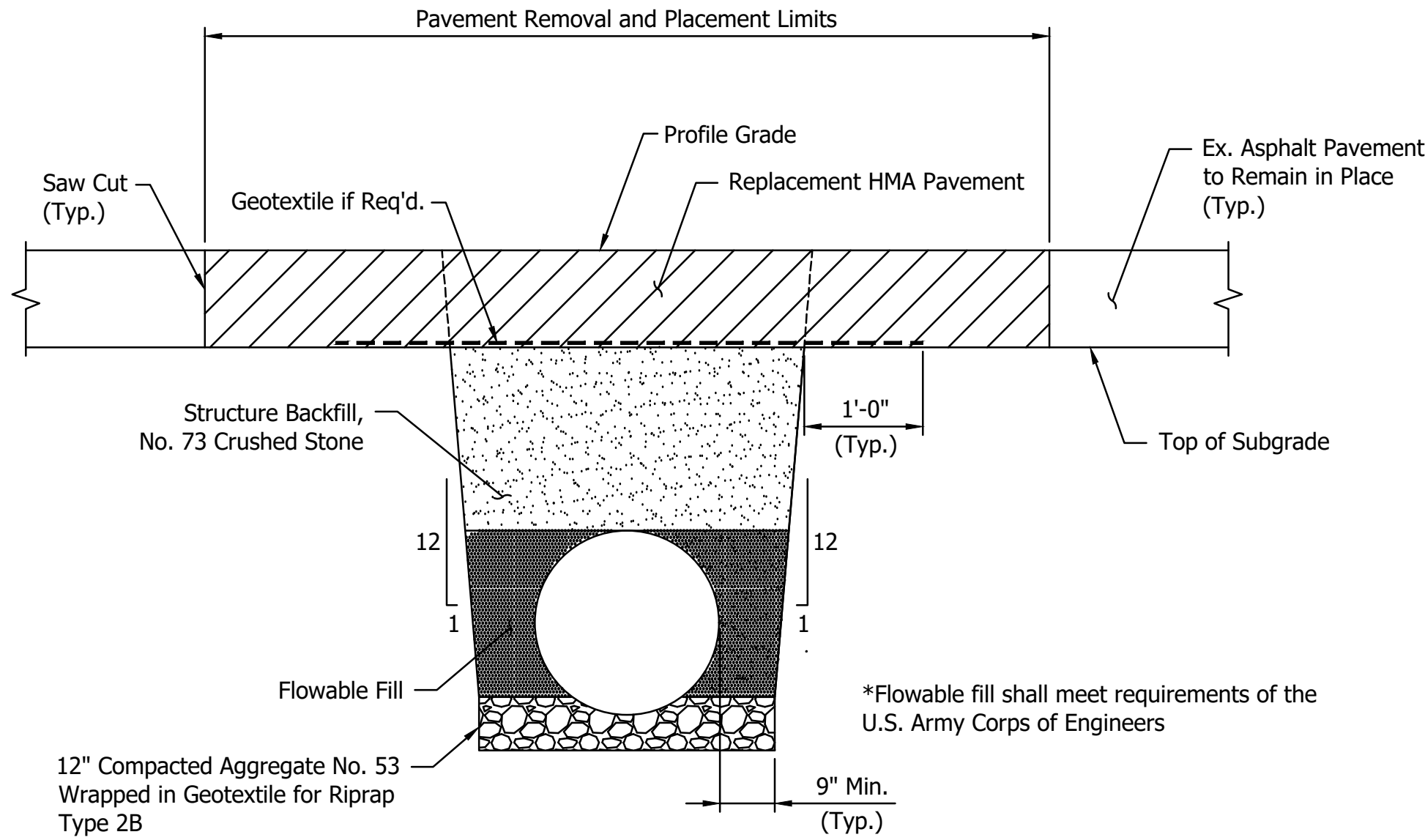
18" Revetment Riprap



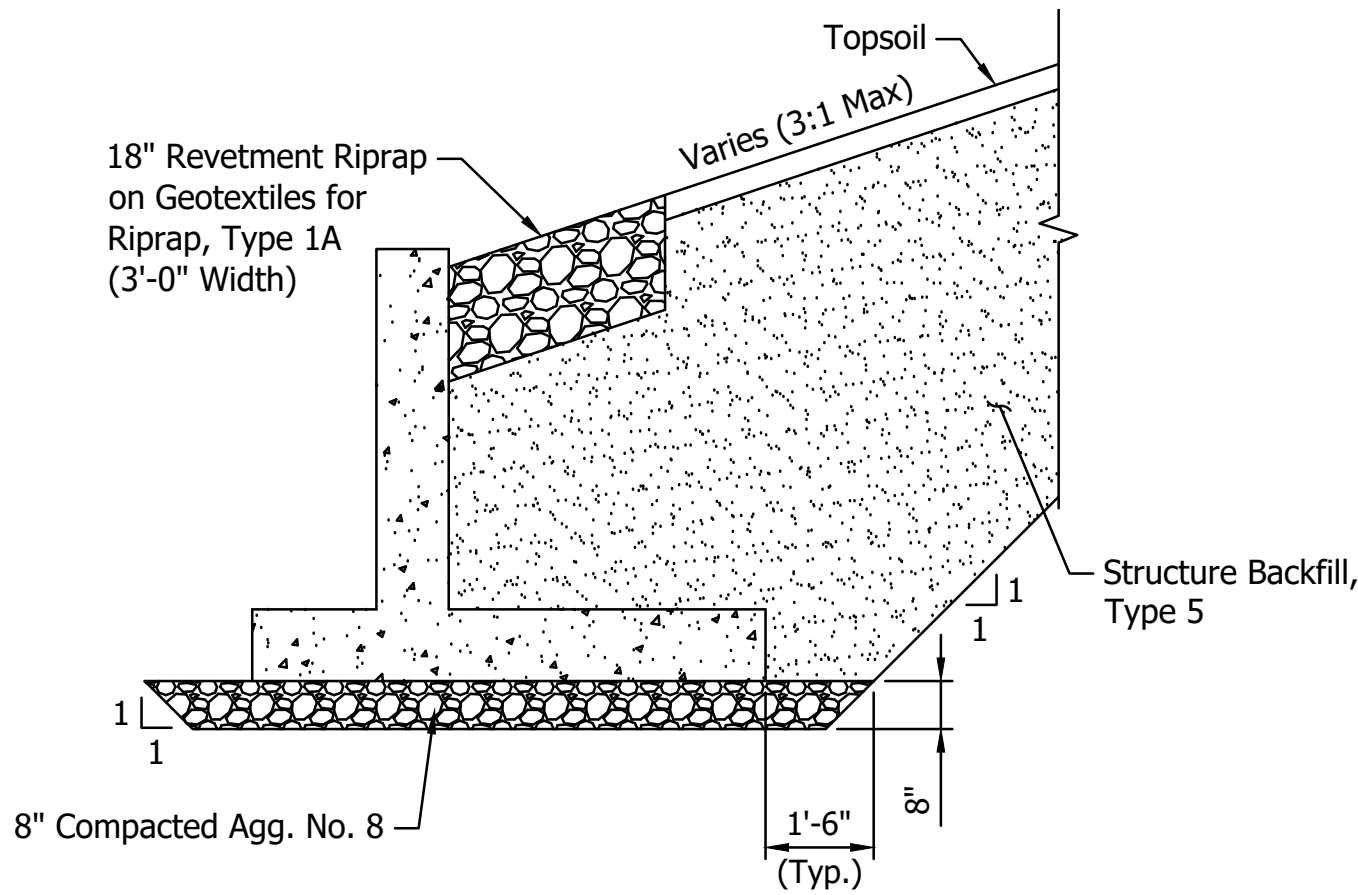
*Flowable Fill Shall Meet Requirements of the U.S. Army Corps of Engineers

PIPE BACKFILL
TYPICAL SECTION
Not to Scale

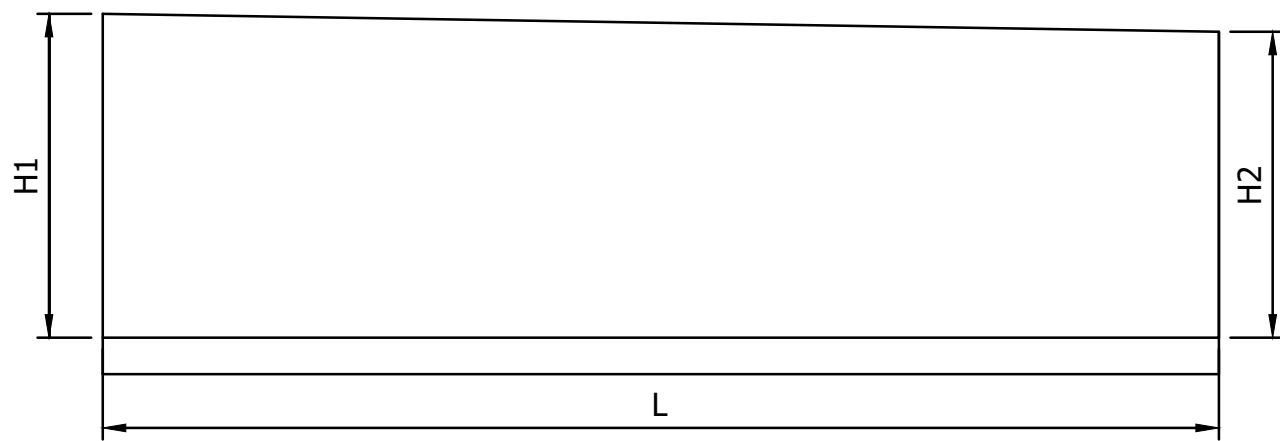
U:\2025\2025008 IDNR Spud Run Lateral\Cad\Plan Set\Civil\2500800HY_CD01.dwg (CONSTRUCTION DETAILS)



ASPHALT REPLACEMENT PAVEMENT
Scale: 3/8" = 1'-0"



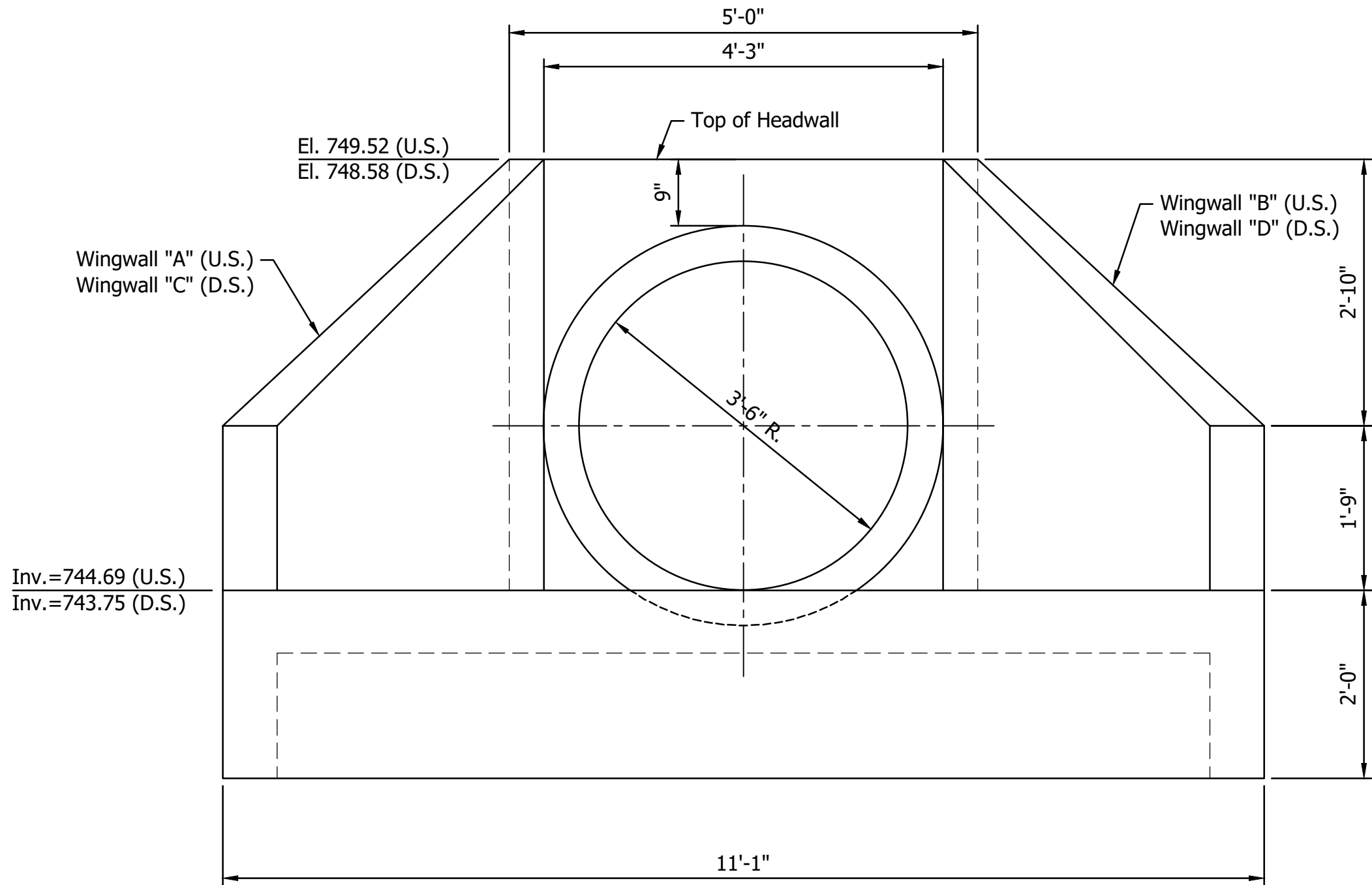
WINGWALL BACKFILL DETAIL
Scale: 3/8" = 1'-0"



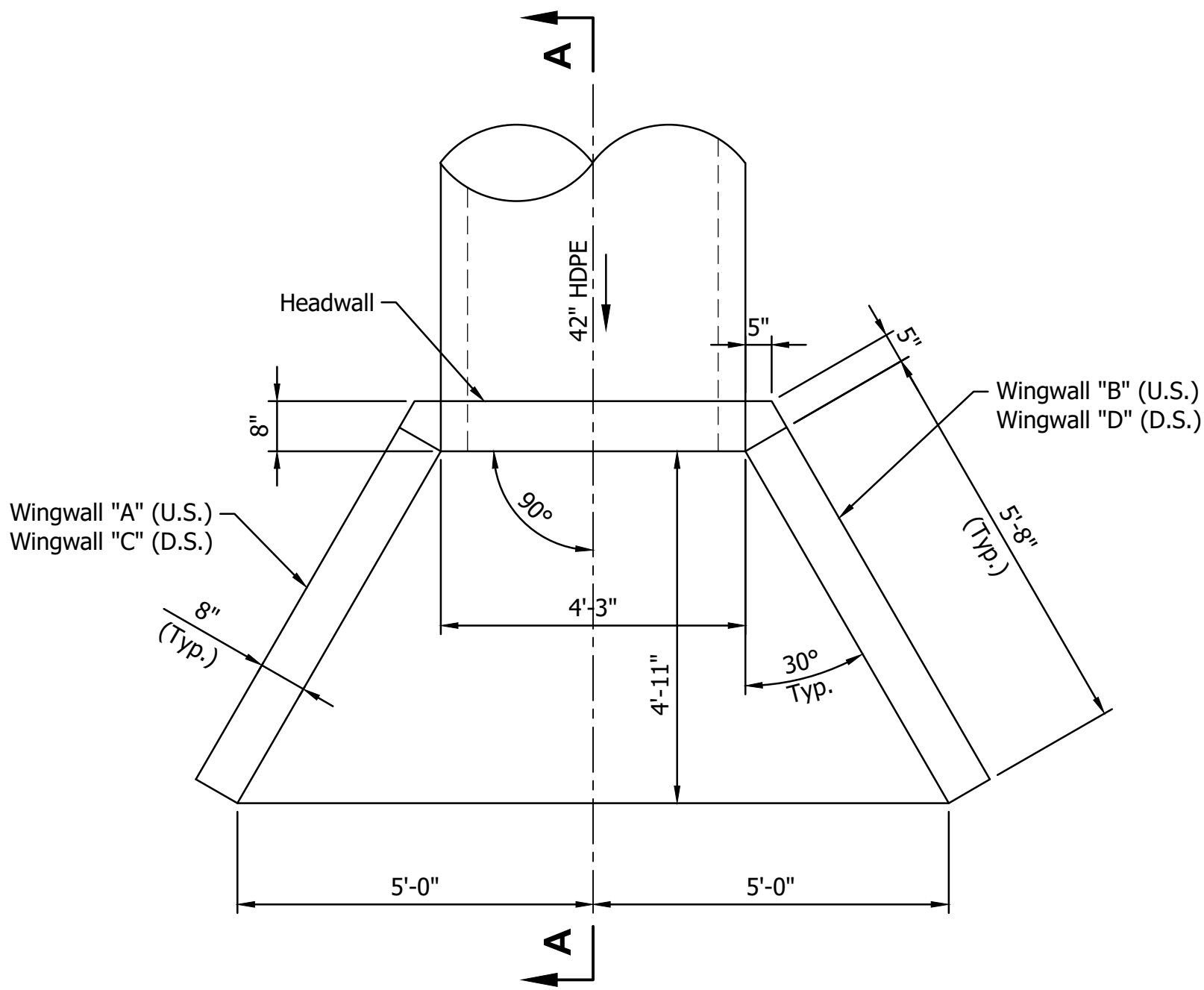
WINGWALLS				
DESIGNATION	AREA (SF)	H1 (FT)	H2 (FT)	L (FT)
"A"	16.5	4.8	1.8	5
"B"	16.5	4.8	1.8	5
"C"	16.5	4.8	1.8	5
"D"	16.5	4.8	1.8	5
TOTAL	65.8			

NOTES:

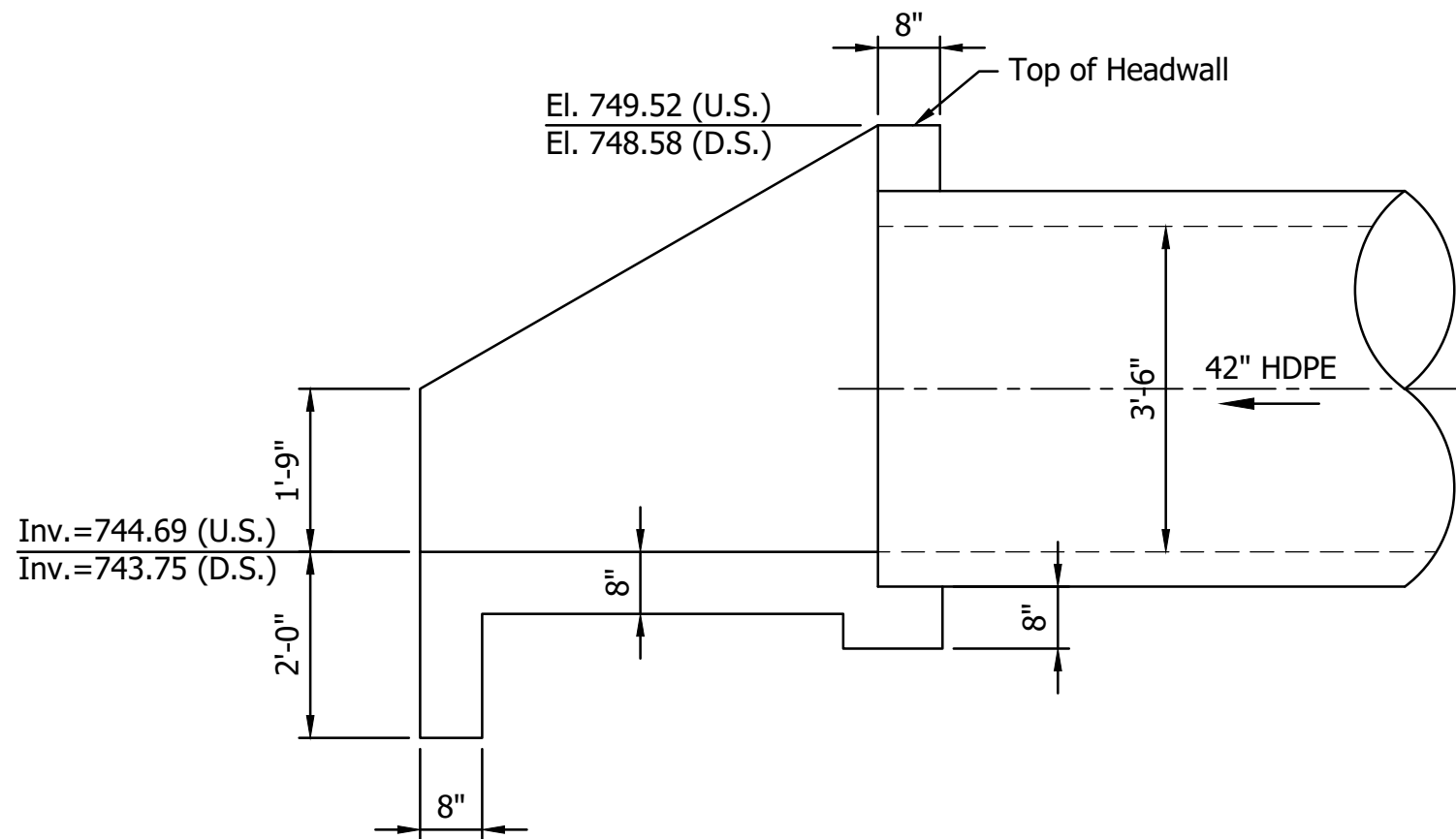
- Composition (per cubic yard):
Portland Cement (Type I or II): ≥ 100 Lbs (ASTM C150, low-alkali)
Or GGBFS: per ASTM C989 (Grade 100 or 120) as alternative
Fly Ash: ≥ 275 Lbs (ASTM C618, Class N, C, or F; avoid Class C with reactive aggregates)
Fine Aggregate (sand, SSD): $\approx 2,795$ Lbs (ASTM C33);
reactive-aggregate test needed if ≥ 200 cy (ASTM C1260, $<0.10\%$ expansion at 16 days)
Water: ≤ 370 Lbs (potable)
Air-Entraining Agent: ≥ 2 Oz (ASTM C260)
Water-Reducing Admixture (Type A or F): as needed for workability (ASTM C494)
- Fresh Properties:
Consistency: Batter-like; test with 3"x6" cylinder, expect ~8" spread, no segregation
- Hardened Properties:
Compressive strength: ~100 psi at 28 days
- Quality Control & Testing:
Compliance with ASTM standards (C150, C618, C33, C260, C494)
When using large quantities: ASTM C1260 for reactivity
Field sampling and testing for consistency and strength
- Workmanship:
Mix and place per site conditions using standard equipment; ensure proper flow and settlement



PIPE CULVERT HEADWALL
FRONT ELEVATION VIEW
(SAME UPSTREAM AND DOWNSTREAM)
Scale: 3/4" = 1'-0"

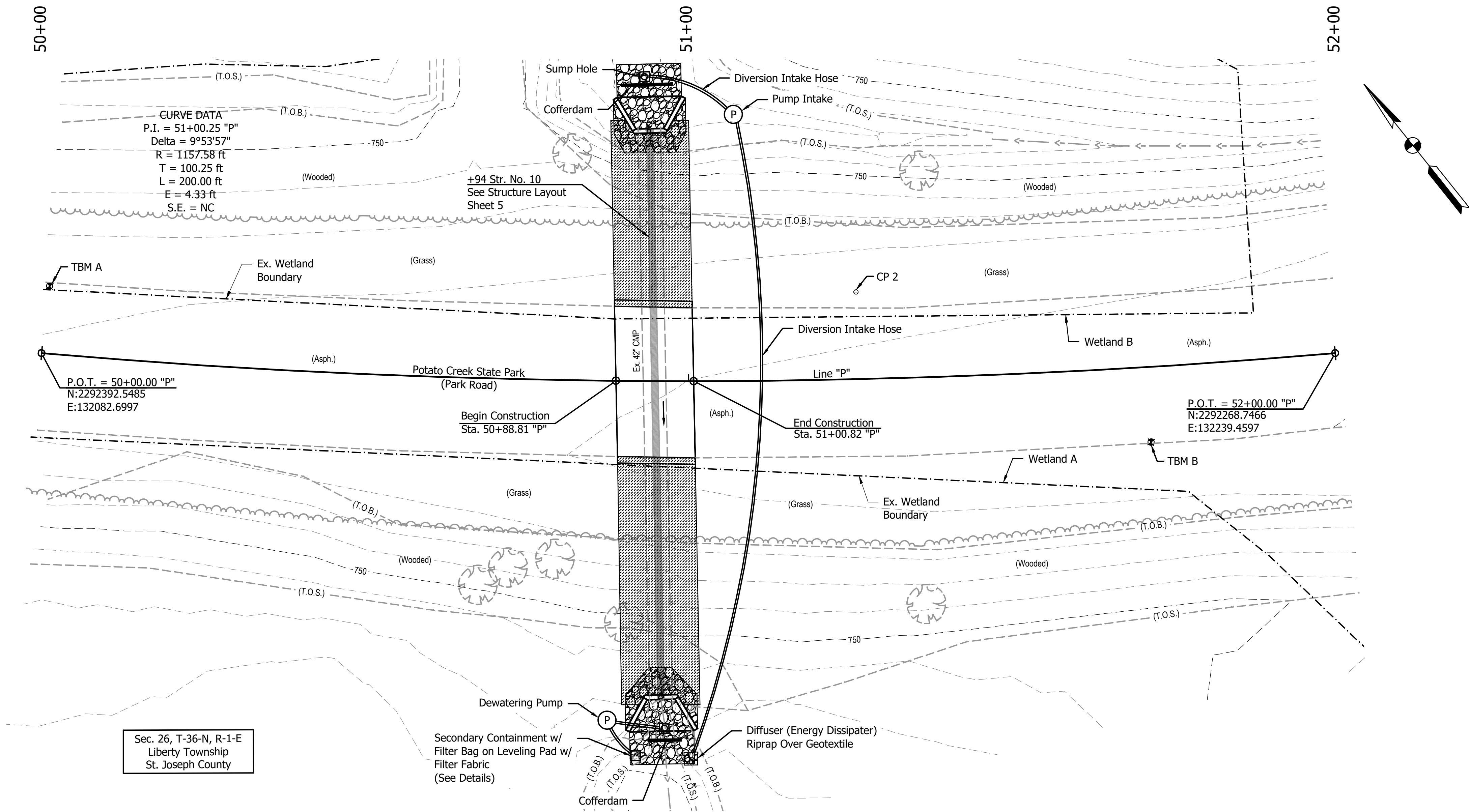


PIPE CULVERT HEADWALL
PLAN VIEW
(SAME UPSTREAM AND DOWNSTREAM)
Scale: 1/2" = 1'-0"



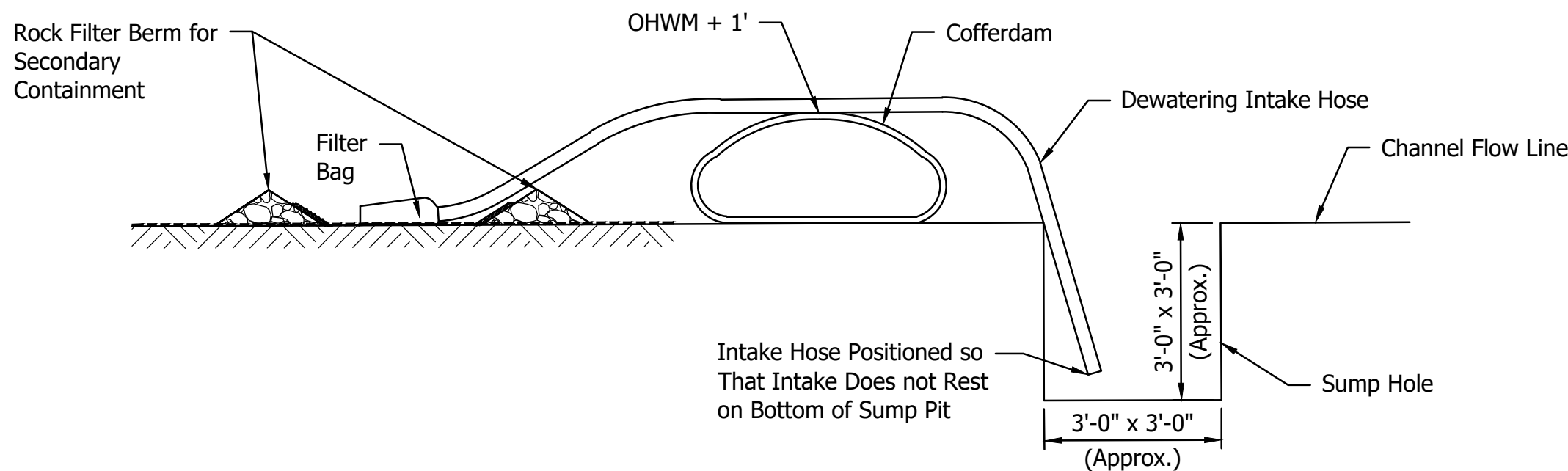
SECTION A-A
(SAME UPSTREAM AND DOWNSTREAM)
Scale: 1/2" = 1'-0"

JAU - 8/21/2025 10:48 AM - U:\2025\2025008 IDNR Spud Run Lateral\Cad\Plan Set\Civil\2500800EC_PL01.dwg (EROSION CONTROL - PUMP AROUND)

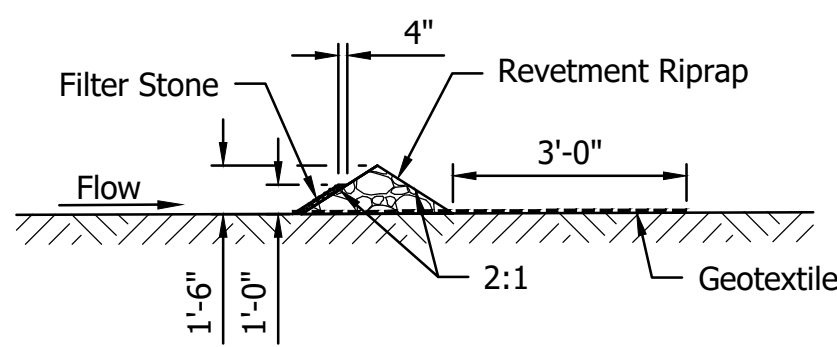


EROSION CONTROL	
Temporary Filter Sock	20 lft
No. 2 Stone	10 Tons

TEMPORARY IMPACTS BELOW OHWM	
Area (Cofferdams and Sump Hole)	60 sft
Length (Cofferdams and Sump Hole)	20 ft
Volume (Cofferdams and Sump Hole)	7 cys



DEWATERING & COFFERDAM / SUMP HOLE DETAIL
Not to Scale



ROCK FILTER BERM DETAIL
Not to Scale

NOTES:

- An adequate pump around system for this project will be the responsibility of the Contractor. This detail provides a typical pump around system. Contractor may use alternative means and methods, but shall submit dewatering and/or pump around plan to Owner and Engineer for review and approval prior to implementation.
- Duration of use: 30 days.

LEGEND:

- Erosion Control Blanket and Seeding Mix
-
- Filter Sock

LFA
LAWSON-FISHER ASSOCIATES P.C.
525 W. WASHINGTON AVENUE
SOUTH BEND, INDIANA 46601
PH. (574) 234-3167



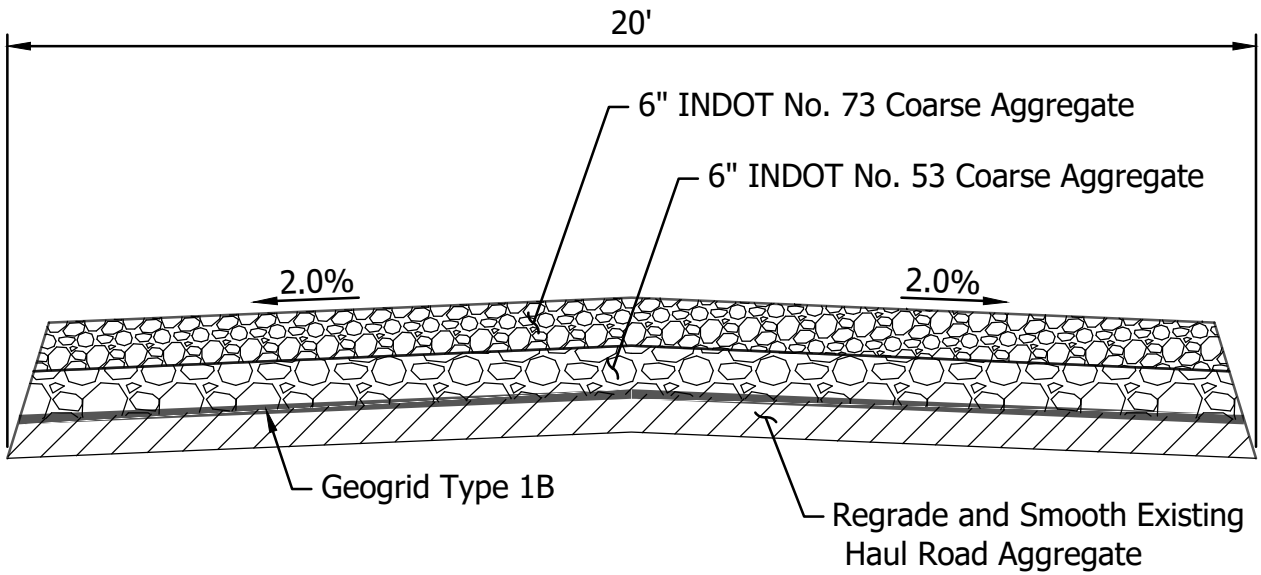
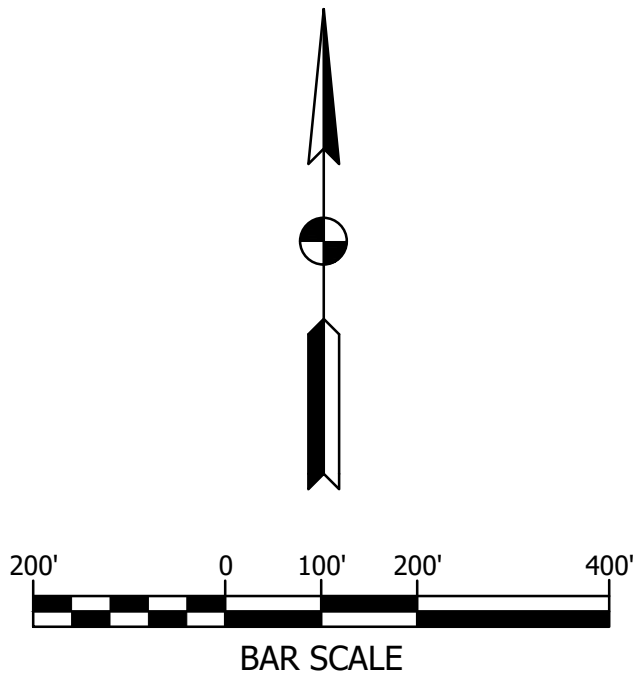
Charles P. Dewes
SIGNATURE
8/22/25
DATE

NOT FOR
CONSTRUCTION

INDIANA DEPARTMENT OF NATURAL RESOURCES
POTATO CREEK STATE PARK
SPUD RUN CULVERT REPLACEMENT
EROSION CONTROL
AND PUMP AROUND PLAN

REVISIONS		HORIZONTAL SCALE 1" = 10'	VERTICAL SCALE	PROJECT NUMBER ENG 2603736023	
DRAWN: JAJ		SURVEY BOOK		SHEETS	
CHECKED: CPD		DATE AUGUST 2025		7	8

U:\2025\2025008 IDNR Spud Run Lateral\Cad\Plan Set\Civil\2500600HY_DTO1-ALT.dwg (NORTH ACCESS ALT)



DETAIL 1
GRAVEL HAUL ROAD
Not to Scale

LFA

LAWSON-FISHER ASSOCIATES P.C.

525 W. WASHINGTON AVENUE
SOUTH BEND, INDIANA 46601
PH. (574) 234-3167

REGISTERED
No.
11700372
STATE OF
INDIANA
PROFESSIONAL ENGINEER

Charles Dewes

SIGNATURE

8/22/25
DATE

INDIANA DEPARTMENT OF NATURAL RESOURCES
POTATO CREEK STATE PARK
SPUD RUN CULVERT REPLACEMENT

NORTH ACCESS ROAD IMPROVEMENTS
ALTERNATE

REVISIONS

DRAWN: JAJ
CHECKED: CPD

HORIZONTAL SCALE
1" = 200'
VERTICAL SCALE

SURVEY BOOK
DATE
AUGUST 2025

PROJECT NUMBER
ENG 2603736023

SHEETS
8 OF 8

SPECIFICATIONS

SECTION 01010

GENERAL REQUIREMENTS

1.01 DESCRIPTION:

- A. This project consists of replacement of an existing 42" CMP Culvert constructed by open trench methods within the Potato Creek State Park, St. Joseph County, as shown on the plans. The project generally includes but is not limited to the following:

- Removal and disposal offsite of the existing Spud Run 42" CMP culvert pipe
- Removal and replacement of asphalt within the limits of the pipe trench excavation
- Installation of new 42" HDPE culvert pipe and headwalls
- Backfill and earthwork operations within the pipe trench and roadway embankment
- Slope stabilization, erosion control, and seeding within the project limits

Alternate Bid Items:

- Improvement of the existing gravel haul road near the campgrounds

Quantities are for information only. The Contractor shall visit the site to determine the quantities required to complete the job. The contract shall be bid as lump sum. The project is located at Potato Creek State Park, near North Liberty, St. Joseph County. Other work is included as shown in the plans, schedule of values and associated specifications.

- B. The Contractor shall perform all work required to complete the project in accordance with the contract documents.
- C. The Contractor will provide a 1-year warranty on the work.
- D. Questions related to the bid documents shall be submitted to the Engineer and Project Manager via email no later than **10 days prior** to the bid opening.

Engineer/Designer: Charles Dewes, P.E., cdewes@lawson-fisher.com

DNR Project Manager: John Spears, P.E., JSpears@dnr.IN.gov

DNR Project Inspector: Randall Craven, RCraven@dnr.IN.gov

1.02 BID:

The Base Bid shall include all work and requirements indicated by the Bidding Documents.

The Contractor shall not be allowed extra compensation by reason of any matter or thing concerning which the Contractor could have fully informed himself 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.

1.03 SITE ACCESS PRIOR TO BIDDING:

Bidders are encouraged to visit the construction site for on-site inspection prior to bidding. There will be a non-mandatory pre-bid meeting held on October 7, 2025 at 11:00 AM EST in the Potato Creek State Park Nature Center located at 25601 St. Rd. 4, PO Box 908, North

Property Contact: Jim Webb, JWebb@dnr.IN.gov, 574-656-8186

1.04 USE OF CONTRACT DOCUMENTS:

- A. Contractor shall examine all Specifications and Drawings for the Work, including those that may pertain to Work Contractor does not normally perform with its own forces.
- B. Contractor shall use all 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.

1.05 COMMENCEMENT AND COMPLETION OF WORK:

- A. The Contractor shall initiate the project within ten (10) days after the date of the execution of the Contract.
- B. Work shall not commence until all labor, materials and equipment are available so Work can continue without interruption or delay.
- 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, and area is clear of construction rubbish and debris.

1.06 BUILDER'S RISK INSURANCE:

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

1.07 SUBMISSION OF POST-BID INFORMATION: Submit the following information within ten (10) days of receipt of Notice to Proceed.

- A. Designation of the work to be performed by the Contractor with his own forces.
- B. A list of Subcontractors.
- C. A list of manufacturers and suppliers.
- D. A Progress schedule for the work in relation to the entire Project. The Progress schedule shall be revised and updated at least monthly.
- E. 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.

1.08 MEASUREMENT AND PAYMENT - LUMP SUM:

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 unless otherwise specified in the plans and specifications. All Work described in the Specifications and/or shown on the Drawings shall be included in the Lump Sum Bid.

Where INDOT specifications are referenced in these project specifications, they are referenced for material identification and for means of execution, installation and construction. The method of measurement and basis of payment listed in the INDOT specifications do not apply.

1.09 WORKING HOURS:

- A. Contractor shall perform all construction activity between sunrise and sunset and shall not be performed on Saturdays, Sundays, or during the period beginning at 12:00 noon on the last weekday (Monday through Friday) proceeding and continuing until Sunrise on the day following New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas, unless previous arrangements are made with 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.

1.10 PROGRESS MEETINGS

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

1.12 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. Before starting excavations, Contractor shall locate existing underground utilities in all areas of the work. Utilities may be privately and/or publicly owned.

1.13 CONSTRUCTION AND STORAGE AREA:

- A. The Contractor shall confine the construction operations and storage of materials within the project construction work limits.
- B. Except for permanent site improvements provided under the Contract, Contractor shall restore property disturbed during the Work to the conditions which previously existed.
- C. 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.

1.14 PROTECTION OF FACILITIES AND PREMISES

- A. The Contractor shall be responsible for the protection of all facilities during the entire period of service. Any damages to the existing facilities, roads, drainage structures, driveways, landscaping or other State-owned property caused by the contractor shall be repaired to pre-construction conditions by the Contractor at his/her expense and in a manner and schedule approved by the Owner.
- B. If the proposed work has potential to cause damage (for example, hauling many truckloads of riprap), use this statement – Prior to mobilization, the Contractor shall furnish to the Owner and Engineer a high resolution, color, audio-video recording of all planned construction areas. The purpose of this recording is to document existing conditions and to provide a fair measurement of required restoration.
- C. The Contractor shall power wash all mechanical equipment or vehicle used on the job site to remove 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.

1.16 ARCHEOLOGICAL AND HISTORICAL ARTIFACTS:

- A. If any objects are uncovered during construction which could possibly be of historic archeological importance, this shall be immediately report to Owner. Work at that spot shall not proceed further until Owner has evaluated the object and the area where it was found and approved continuation of the work.
- B. If any construction time is lost due to such objects being found, an equal number of calendar days will be added to the project completion time given in the specifications.

1.17 SALVAGE RIGHTS:

- A. Unless stated otherwise in these specifications or on the plans, all equipment and materials removed as part of this project and not being reused shall become the property of the Contractor and removed from the site.

1.18 SAFETY, REGULATORY REQUIREMENTS, and SPECIAL PROVISIONS: The work shall be conducted in accordance with required permits. The contractor shall not disturb areas outside the construction limits without coordination with IDNR. Currently, the anticipated project impacts are less than 1 acre. Additional project laydown or storage areas proposed by the Contractor beyond what is shown in the Plans may require a Construction Stormwater General Permit for disturbance greater than an acre which will be the responsibility of the Contractor to obtain.

- A. All work including site safety, equipment, materials, property, and fabricated items provided under the Contract shall comply with the provisions of OSHA or IOSHA and other applicable laws and regulations to prevent damage, injury, or loss to people, equipment, materials, and property.

- B. Contractor shall comply with roadway weight restrictions including seasonal weight restrictions.
- C. The Contractor shall adhere to all conditions of approved permits.
 - 401/404 IDEM and U.S. Army Corps Wetland Permits

1.19 UTILITY COORDINATION

Contractor shall coordinate with utilities as needed to determine and resolve any conflicts with proposed construction. Utility locations have been provided showing the approximate location where utilities are believed to be located. There is no guarantee or warranty as to the accuracy or completeness of said locations. No direct evidence of other utilities was discovered, however there is no guarantee that others do not exist. Public and/or private utility locates may be necessary and their cost shall be included in the Contractor's bid.

All existing utilities which shall cross new structures and piping that is to be installed as part of this contract shall be field verified for proper clearance prior to ordering new structures and the start of the installation of the new structures or piping. The Contractor shall notify the Owner/Project Manager in writing as soon as possible after the investigation of any conflicts which are identified and will require resolution.

END OF SECTION

SPECIAL PROVISIONS

SP 01 – GOVERNING DOCUMENTS

The applicable sections of the following documents shall apply except as modified elsewhere herein:

- 1) Indiana Department of Transportation (INDOT) Standard Drawings and Standard Specifications – 2026.
- 2) INDOT Supplemental Specifications

Unless otherwise specified within the Contract Documents, whenever any specification, standard, reference material, manual or other similar document is incorporated by reference into any of the Contract Documents, it shall be deemed to be the latest edition of said item including any and all supplemental addendum, which was in effect on the date of the bid opening for this project.

SP 02 – LUMP SUM BASE BID

Contrary to INDOT Standard Specifications, all items needed to complete this project will not be paid for directly and instead shall be included in the lump sum bid for this project. The schedule of values that has been provided is information that the Contractor may use in developing the lump sum bid. However, it is the Contractor's responsibility to determine quantities necessary for project completion.

SP 03 – WASTE MATERIAL SITE

Any materials to be wasted will be done so at sites in close proximity to the project. Those sites will be identified by DNR representatives.

SP 04 – MULCHED SEEDING

All earth shoulders, disturbed areas, and cut and fill slopes shall be mulch seeded except where another material is specified. The Seed Mixture Type to be used on this project shall be Type "R" and all necessary items for seeding shall be incidental to the lump sum bid of the project.

SP 05 – EROSION CONTROL

Prior to commencing work, the Contractor shall put the erosion control devices in place as shown in the plans. The Contractor shall follow the INDOT best management practices for erosion and sediment control that conform to Indiana storm water quality regulations and the Indiana Storm Water Quality Manual. If used, Erosion Control Blanket (ECB) shall be net free. Temporary erosion control measures shall be included in the lump sum bid for the project and no direct payment will be made for any changes to the erosion control plan.

SP 06 – SAW CUT

In all areas where proposed construction matches existing pavement or concrete, full depth saw cutting shall be required as shown on the plans. This item is incidental to the lump sum bid for the project.

SP 07 – MAINTAINING TRAFFIC

The Contractor shall provide type III barricades and construction signs as shown on the plans to prevent vehicles from entering the construction sites. This work and items are incidental to the lump sum bid for the project.

The Contractor shall be responsible for coordinating with the IDNR officials of Potato Creek State Park to facilitate road closures before construction begins. Maintenance of Traffic plan and schedule shall be included with the Contractor's construction plan provided to the Owner, as specified under Section 1.05 Commencement & Completion of Work. The Contractor shall notify the park in advance of road closure and provide a schedule of the total closure period along with a plan to address rerouting of traffic to the campground.

SP 08 – CULVERT STRUCTURES

Proposed culvert structures shall match size, length and material as shown in the plans. Items such as the culvert structure, common excavation, removal of the existing culvert and miscellaneous materials shall be included in the cost per linear foot of the culvert structures specified in the plans.

SP 09 – ASPHALT PAVEMENT

All HMA materials, construction requirements, and method of measurement shall be in accordance with Section 402 of INDOT Standard Specifications.

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DETAILED SPECIFICATIONS

WORK ITEM NO. 1 – MOBILIZATION AND DEMOBILIZATION

DESCRIPTION

The Contractor shall furnish all necessary equipment, labor, and materials for movement of equipment and personnel to and from the project site. Mobilization shall include all activities and associated costs for transportation of Contractor's personnel, equipment, and operating supplies to the site; establishment of offices, buildings, and other necessary general facilities for the Contractor's operations at the site. Prior to mobilization to the site the Contractor shall have all underground utilities in the project area located and marked. Demobilization shall include all activities and costs for transportation of personnel, equipment, and supplies not required or included in the contract from the site; including the disassembly, removal, and site clean-up of offices, buildings, and other facilities assembled on the site specifically for this contract. The Contractor shall restore all areas used for access to the project site, to pre-construction conditions unless noted otherwise.

MATERIALS

As required by the Contractor to complete the work.

CONSTRUCTION REQUIREMENTS

As required by the Contractor to complete the work.

WORK ITEM 2 – MAINTAINING TRAFFIC

DESCRIPTION

The contractor shall furnish all necessary equipment, labor and material required to Maintain Traffic through the Contract construction areas. The contractor shall coordinate with the Potato Creek State Park office to develop signage for rerouting of traffic to the campground during the closure of the road over the culvert.

MATERIALS

All paving materials shall conform to applicable requirements of INDOT Sections 303, 402 and 610.

All signs, barricades and lights shall be in good or new condition and conform to the Indiana Manual on Uniform Traffic Control Devices and Section 801.

CONSTRUCTION REQUIREMENTS

The Construction Influence Area (CIA) for this project is as follows:

- The section of road crossing the Spud Run culvert in Potato Creek State Park.
- The section of gravel road from New Road to the campground.

The Contractor shall prepare diagrams of his proposed Traffic Control Device Schemes and submit them to the Indiana Department of Natural Resources (IDNR) and Engineer for comments and approval prior to road closure. All materials, devices and methods used in the Traffic Control Scheme shall conform to the requirements of INDOT Standard Detour Sheets and the Indiana Manual on Uniform Traffic Control Devices.

The Contractor shall coordinate with the IDNR as needed during construction and keep the IDNR informed of the current Maintenance of Traffic Plan.

Emergency traffic shall have access to the project area at all times.

WORK ITEM 3 - CONSTRUCTION ENGINEERING

DESCRIPTION

The Contractor shall provide all materials, equipment and personnel necessary to complete the field verification of measurements, detailed construction engineering, detailed staking and layout for installation of the Contract work.

MATERIALS

As required by the Contractor to complete the work.

CONSTRUCTION REQUIREMENTS

The Contractor shall be responsible for all construction engineering as outlined in Section 105.08 of the INDOT Standard Specifications. The Contractor shall be responsible for all construction engineering and layout for the work. The Owner will furnish only the vertical and horizontal control data shown by the Plans. The Contractor shall take necessary precautions to prevent the loss or damage of control points. Any control points lost or damaged by construction activity will be reestablished by the Contractor or at the Contractor's expense.

Contractors are directed to verify all control point elevations prior to construction. Any discrepancies in elevations shall be reported to the Owner and Engineer. The Contractor shall notify the Owner in writing that the control point information has been verified

The Contractor shall coordinate all construction timelines, activities, and installations with the Indiana Department of Natural Resources (IDNR) Inspector:

Randall Craven
Natural Resources Project Manager 2
Facilities, Fleet, Asset Management and Engineering
317-605-1983
RCraven@dnr.IN.gov

The Contractor shall be responsible for locating all utilities within the construction limits.

The boundary of the clearing limits shall be staked or flagged to clearly mark the limits of the work.

WORK ITEM 4 - MATERIAL APPROVAL, QUALITY CONTROL, AND SYSTEM TESTING

DESCRIPTION

The Contractor shall employ a qualified, professional testing laboratory to provide all material testing, approval testing and system testing. There will be no testing performed by the Owner's staff or the Engineer. The tests to be provided and the frequency of testing shall be as required for the INDOT Standard Specifications for highway materials and approvals unless modified in this section.

Two copies of all test reports are to be submitted to the Engineer. All reports are to be certified by a Professional Engineer registered in the State of Indiana who is not an employee of the Owner or Engineer. Results shall be submitted within 72 hours.

If a supplier of materials has a current "immediate usage" approval by INDOT, testing for source approval will not be required.

MATERIALS

As required.

CONSTRUCTION REQUIREMENTS:

- A. Definitions: Quality Control services include inspections, tests and actions related thereto including reports, but do not include Contract enforcement activities performed directly by Engineer. Quality control services include those inspections and tests and related actions performed by independent agencies and governing actions performed by independent agencies and governing authorities, as well as directly by Contractor.
- B. Inspections, tests and related actions specified in this Section and elsewhere in Contract Documents are not intended to limit Contractor's quality control procedures which facilitate compliance with requirements of Contract Documents.
- C. Requirements for quality control services by Contractor, as requested or to be requested by Engineer, Owner, governing authorities or other authorized entities, are not limited by provisions of this Section.

Contractor Responsibility:

- A. Inspections, tests and similar quality control services including those specified to be performed by independent agency (not directly by Contractor) are Contractor's responsibility and costs thereof are included in contract sum. Employ and pay for services of an independent agency (test laboratory or other qualified firm) to perform services so specified.
- B. Retest Responsibility:
 - 1. Where results of required inspection or test of similar service are unsatisfactory (do not indicate compliance of related work with requirements of Contract Documents), retests are responsibility of Contractor, regardless of whether original test was Contractor's responsibility; except, first retest is responsibility of original responsible party if retest results are satisfactory. Retesting of work

revised or replaced by Contractor is Contractor's responsibility, where required tests were performed on original work.

C. Responsibility for Associated Services.

1. Contractor is required to cooperate with independent agencies performing required inspections, tests and similar services. Provide auxiliary services that are reasonably requested, including access to work, the taking of samples or assistance with the taking of samples, delivery of samples to test laboratories, and security and protection for samples and test equipment at project site.

D. Coordination:

1. Contractor and each engaged independent agency performing inspections, tests and similar services for project are required to coordinate and sequence activities so as to accommodate required services with minimum delay of work and without the need for removal/replacement of work to accommodate inspections and tests. Scheduling of items for inspections, tests, taking of samples and similar activities is Contractor's responsibility.

E. Sampling and testing is required for the following Sections of Work and shall be performed by an independent testing lab and paid for by the Contractor.

1. Grade "B" Special Borrow and other embankment materials: Soil testing and inspection service during earthwork operations for subgrades and fill.
2. Cast-In-Place Concrete: Field quality control of concrete.

F. Test Reports and data are required for the following work and shall be provided and paid for by the Contractor.

1. Grade "B" Special Borrow and other embankment materials: Compaction Testing.
2. Cast-In-Place Concrete: Tests for concrete materials and mix design tests.

G. Contractors shall submit to the Engineer for approval, the names and addresses of testing laboratories to be used in making the required inspections, sampling and/or testing as outlined herein or other tests that may be required by the Contract Documents and not covered herein. Testing laboratories must have sufficient experience in making the inspections, sampling or testing they will be required to complete. Where sufficient evidence or knowledge of the testing laboratory is not available, the Engineer shall have the right to require the Contractor to submit names of other laboratories that will be acceptable to the Engineer and the Owner at no additional cost to the Owner.

The areas of testing are:

1. Earthwork:

Maximum density shall be determined by AASHTO T-99 as modified by Section 203.24 of the INDOT Standard Specifications using Method A for soil and Method C for granular material.

The minimum soil compaction requirements for backfill material and embankment subgrade shall be 100% Standard Proctor (95% Modified Proctor) and as follows:.

Subgrade 6" under pavement, and curbs (existing and future)	100%
Topsoil used in all but the top 6" of fills in areas specified	90%
Existing ground receiving fills	100%
Backfill in pipe and conduit trenches under pavement and curbs (existing and future)	100%
All other areas receiving fill	100%

Soil placed over embankment protection shall be tracked in.

2. Compaction Testing Frequency:

- a. A minimum of one (1) Compaction Test per lift of earth fill or subgrade.
- c. Location of the Compaction Tests will be selected by the Engineer or the Owner's representative.
- d. Unless there is a reason to believe that aggregates do not meet the requirements of the latest Standards of the Indiana Department of Transportation, a certification from the supplier certifying that the material does meet said specifications will be acceptable. However, if tests are required, the customary physical and chemical tests must be made.

3. Portland Cement Concrete:

Air content test, slump test, 7-day compression cylinders and/or cubes (minimum of three (3) shall be provided for each concrete or grout pour. If the same mix design and material supplier are used for multiple pours, one (1) set of tests is permitted to satisfy the requirements of this specification. If either the mix design or material supplier changes, another set of tests are required.

The number of individual tests completed will not be counted for payment.

4. Any other test incidental to the performance of the work and required for demonstrating the quality of material and workmanship.
5. Where results of required inspection or test of similar service are unsatisfactory (do not indicate compliance of related work with requirements of Contract Documents, retests are the responsibility of the Contractor. Retesting of work revised or replaced by the Contractor is the Contractor's responsibility.

Soil Compaction Testing:

- A. The Contractor shall cooperate and coordinate with the soil testing and inspection service for quality control testing during earthwork operations as follows:
 1. One optimum moisture-maximum density curve for each type of soil encountered.

2. Field density test reports.
 3. Arrange for Soils Engineer to be on the site for observation and testing during all times when the following operations are being performed.
 - a. Compaction of all areas of subgrades, fill and backfill. During compaction operations, the Soils Engineer shall carefully monitor existing foundations to detect any possible foundation movements. If any movement is detected, Work shall be stopped and the Engineer immediately notified.
- B. Quality Control Testing During Construction:
1. Testing service must inspect and approve subgrades and fill layers before further construction work is performed thereon.
- C. If, in the opinion of the Engineer, based on reports of testing service and inspection, subgrade or fills which have been placed are below specified density, additional compaction work and testing shall be provided by the Contractor for the Section of Work involved at no additional expense to the Owner, until subgrades or fills meet or exceed specified density.

Concrete Testing:

- A. The Contractor shall cooperate and coordinate with the testing laboratory to perform field quality control testing during concrete work.
- B. Quality Control Testing During Construction:
1. Perform sampling and testing for field quality control during the placement of concrete, as follows:
 - a. Sampling Fresh Concrete: ASTM C172, except modified for slump to comply with ASTM C94.
 - b. Slump: ASTM C143, one test for each 40 cubic yards of concrete at point of discharge or when indication of change requires, and one for each set of compressive strength test specimens.
 - c. Air Content: ASTM C231, one test for each concrete load at point of discharge, or when indication of change requires.
 - d. Concrete Temperature: Test hourly when air temperature is 40 degrees F. and below, and when 80 degrees F. and above; and each time a set of compressive test specimens is made.
 - e. Compression Test Specimens: ASTM C31, one set of six (6) standard cylinders for each compressive strength test, unless otherwise directed.
 1. Cast and store three (3) cylinders for laboratory cured test specimens and three (3) field cured test specimens as specified in ASTM C31.

- f. Compressive Strength Tests: ASTM C39, one set for each 40 cubic yards or fractions thereof, of each mix design placed in any one day; two specimens (one field cured and one lab-cured) tested at 7 days, two specimens (one field-cured and one lab-cured) tested at 28 days, and two specimens (one field cured and one lab-cured) retained in reserve for later testing if required.
 - 1. When the frequency of testing will provide less than 5 strength tests for a given mix design, conduct testing from at least 5 randomly selected batches or from each batch if fewer than 5 are used.
 - 2. When the strength of field-cured cylinders is less than 85% of companion laboratory cured cylinders, evaluate current operations and provide corrective procedures for protecting and curing the in-place concrete.
- C. Report test results in writing to the Engineer, Contractor and ready-mix supplier on the same day that tests are made. Reports of compressive strength tests shall contain the project identification name and number, date of concrete placement, name of Contractor, name of concrete supplier and truck number, name of concrete testing service, concrete type and class, location of concrete batch in the structure, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength and type of break for both 7 day tests and 28 day tests.
- D. Additional Tests:
 - 1. The testing service will make additional tests of in-place concrete when test results indicate the specified concrete strengths and other characteristics have not been attained in the structure, as directed by the Engineer. The testing service shall conduct tests to determine the strength and other characteristics of the in-place concrete by compression tests on cored cylinders complying with ASTM C42 or by load testing specified in ACI 318, or other acceptable nondestructive testing methods, as directed. The Contractor shall pay for such tests conducted and any other additional testing as may be required, when unacceptable concrete is verified.
- E. Evaluation of Quality Control Tests:
 - 1. Do not use concrete delivered to the final point of placement which has a slump or total air content outside the specified value.
 - 2. Compressive strength tests for laboratory cured cylinders will be considered satisfactory if the averages of all sets of three consecutive compressive strength tests results equal or exceed the 28 day design compressive strength of the type or class of concrete; and no individual strength test falls below the required compressive strength by more than 500 psi.
 - a. Strength tests of specimens cured under field conditions may be required by the Engineer to check the adequacy of curing and protecting of the concrete placed. Specimens shall be molded by the field quality control

laboratory at the same time and from the same samples as the laboratory-cured specimens.

1. Provide improved means and procedures for protecting concrete when the 28 day compressive strength of field-cured cylinders is less than 85% of companion laboratory-cured cylinders.
2. When laboratory-cured cylinder strengths are appreciably higher than the minimum required compressive strength, field cured cylinder strengths need not exceed the minimum required compressive strength by more than 500 psi even though the 85% criterion is not met.
3. If individual tests of laboratory-cured specimens produce strengths more than 500 psi below the required minimum compressive strength or if tests of field-cured cylinders indicates deficiencies in protection and curing, provide additional measures to assure that the load-bearing capacity of the structure is not jeopardized. If the likelihood of low-strength concrete is confirmed and computations indicate the load-bearing capacity may have been significantly reduced, tests of cores drilled from the area in question may be required.
4. If the compressive strength tests fail to meet the minimum requirements specified, the concrete represented by such tests will be considered deficient in strength.

- F. All deficient concrete shall be removed and replaced by the Contractor without additional cost to the Owner.

Concrete Materials and Mix Design:

A. Concrete Materials and Mix Designs:

1. The Contractor(s) shall provide the following in conformance with the requirements of the section on Cast-In-Place Concrete:
 - a. Ready-mixed concrete shall be mixed and delivered in accordance with ASTM C94.
 - b. Product Data: Submit two (2) copies of manufacturer's specifications with application and installation instructions for proprietary materials and items, including admixtures.
 - c. Laboratory Test Reports: Submit two (2) copies of laboratory test reports for concrete materials and mix design tests. The Engineer's review will be for general information only. Production of concrete to comply with specified requirements is the Contractor's responsibility.

B. Tests for Concrete Materials:

1. For normal weight concrete, test aggregates by the methods of sampling and

testing of ASTM C33.

2. For light weight concrete, test aggregates by the methods of sampling and testing of ASTM C330.
 3. For Portland Cement, sample the cement and determine the properties by the methods of testing of ASTM C33.
 4. Submit written reports for each material sampled and tested, prior to the start of Work. Provide the project identification name and number, date of report, name of Contractor, name of concrete testing service, source of concrete aggregates, material manufacturer and brand name for manufactured materials, values, specified in the referenced specification for each material and test results. Indicate whether or not material is acceptable for intended use.
- C. Submit signed statement from ready-mix plant that all concrete furnished for the project will exactly conform to the approved design mixes.
1. Upon completion of inspections, testing, sample-taking and similar services performed on Work, repair damaged Work and restore substrates and finishes to eliminate deficiencies including defects in visual qualities of exposed finishes. Except as otherwise indicated, comply with requirements of Contract Documents for "Curing and Patching." Protect work exposed by or for service activities and protect repaired work. Repair and protection is Contractor's responsibility, regardless of assignment of responsibility for inspection, testing or similar service.

WORK ITEM 5 – CLEARING, GRUBBING AND OBSTRUCTION REMOVAL

DESCRIPTION

The Contractor shall furnish all necessary equipment, labor and materials required to clear, grub, and dispose of all trees, logs, brush, stumps, shrubs, grass, weeds, etc. and to remove and dispose of all obstructions within the work limits including the asphalt, road embankment fill, and the existing 42" storm sewer pipe etc. as required to perform the work within the open cut trench limits shown on the project plans. The clearing limit on the embankments shall be no less than ten (10) feet past the proposed toe of slope; all brush shall be cleared, while only trees marked and agreed upon in coordination with the Owner's Representative prior to construction shall be removed.

MATERIALS

All materials shall conform to applicable requirements of Section 201 of the INDOT Standard Specifications.

CONSTRUCTION REQUIREMENTS

The Contractor shall have all underground utilities field located before start of construction.

All work is to be accomplished in accordance with applicable sections of the Standard Specifications. The disposal of material shall be the responsibility of the Contractor and shall be at an upland location and not in a wetland or floodplain.

The Contractor is cautioned to clear/strip the embankment with care using erosion control measures as necessary to safeguard the integrity of the embankment. The Contractor shall assume all responsibility for the integrity of the roadway embankment during the life of this contract, including damage caused by erosion or sliding.

Construction shall conform to the applicable provisions of Sections 201 and 202 of the INDOT Standard Specifications.

The Contractor shall visit the site to familiarize himself or herself with the nature of the clearing and removal operation.

All debris shall be disposed of at an acceptable off-site location provided by the Contractor.

Removal, careful storage and reinstallation of any item required for the performance of the work shall be considered incidental to this work item and will not be paid for separately.

WORK ITEM 6 – TEMPORARY EROSION AND SEDIMENT CONTROL

DESCRIPTION

The Contractor shall furnish all necessary equipment, labor and materials required to complete the Temporary Erosion and Sediment Control work as shown on the project plans and per the Contractor's Erosion Control/Stormwater Pollution Prevention Plan including the following:

1. Temporary gravel construction entrance/exit.
2. Temporary silt fencing.
3. Concrete washout area.
4. Temporary seeding.
5. Any other items as required to provide temporary erosion and sediment control.

MATERIALS

All materials shall conform to the applicable requirements of Section 205 of the INDOT Standard Specifications.

CONSTRUCTION

Construction shall conform to the applicable requirements of Section 205 of the INDOT Standard Specifications.

The Contractor shall inspect the project site after every rain event and perform maintenance as needed to provide a fully functional erosion and sediment control plan.

Aggregate construction entrances shall be provided as required to prevent tracking of dirt or mud onto public roads

WORK ITEM 7 – DEWATERING AND COFFERDAM

DESCRIPTION

The Contractor shall provide all materials, equipment and personnel necessary to complete the dewatering and cofferdams for the purposes of installing the new 42” pipe shown on the project Plans. The Contractor shall construct and maintain all necessary temporary and permanent diversion works; shall furnish all materials required therefore; and shall furnish, install, maintain and operate all equipment required for the removal of water from the various parts of the work throughout the life of the project construction.

MATERIALS

The Contractor shall be responsible for providing all materials necessary for the dewatering including diversion of flow as required to perform the work. The Contractor may divert flow by using steel sheets, sand bags or other acceptable methods that do not pollute the receiving stream.

CONSTRUCTION REQUIREMENTS

The Contractor shall submit a Dewatering Plan to the Owner and Engineer for review prior to beginning any work affected by the control of ground water or the diversion/retention of the stream/lake. The plan shall include drawings, calculations and descriptions as necessary to clearly describe the nature of the methods to be used by the Contractor. The plan must be prepared, signed and sealed by a professional engineer registered in the State of Indiana, who is experienced in dewatering techniques. The plan must be submitted, reviewed and comments addressed adequately before the start of construction. The responsible professional engineer shall supervise and monitor the installation and operation of the dewatering. The Contractor shall have full responsibility for the adequacy of the dewatering methods of the diversion/retention systems used.

Foundations and all other parts of the construction site shall be dewatered and kept free of standing water and muddy conditions, as necessary, for the proper execution of the work. The Contractor shall install, maintain, and operate all cofferdams, channels, flumes, sumps, and other temporary diversion and protective works needed to divert flow and other surface water through and around the construction site

Control of surface water shall be continuous during the period of construction so that damage to the work shall not occur. Unless otherwise specified or approved, the diversion outlet shall be into the same drainage-way that the water would have reached if not diverted. Removal of water from the construction site shall be performed so that erosion and the transporting of sediment and other pollutants are minimized.

When temporary works used for dewatering are no longer needed, the Contractor shall remove them and return the area to a condition similar to that which existed prior to construction.

WORK ITEM NO. 8 – EXCAVATION, COMMON

DESCRIPTION

The Contractor shall furnish all necessary equipment, labor and material required to complete all excavation and grading as directed by Engineer and as shown on the plans. This includes the excavation of unsuitable soils.

MATERIALS

None required.

CONSTRUCTION REQUIREMENTS

Construction shall conform to the applicable requirements of INDOT Standard Specifications Section 203.02.

WORK ITEM NO. 9 – STRUCTURAL BACKFILL, INDOT NO. 73 STONE

DESCRIPTION

The Contractor shall furnish all equipment, labor and materials necessary to complete the placement of the Structural Fill (INDOT No. 73 Stone) above the pipe, on the upstream and downstream slopes of the earthen embankment, and in areas of fill required due to obstruction removal such as roadway drainage pipes, old retaining walls, etc. as shown on the project plans.

MATERIALS

Materials shall be in conformance with applicable sections of the INDOT Standard Specifications (211.02) for either 2", 1-1/2", 1" or 1/2" top sized material (904.05).

CONSTRUCTION REQUIREMENTS

All work is to be accomplished in accordance with applicable sections of the INDOT Standard Specifications (latest edition). The Contractor shall maintain the embankment surfaces free of weeds or other vegetation until final completion and acceptance of all work under this contract.

The embankment fill material shall be constructed to the lines and grades indicated on the drawings, unless otherwise directed by the Engineer. The material shall be benched into the existing embankment in accordance with the Standard Specifications.

Any fill material placed in the embankment that fails to meet the requirements of the Specifications, or which may have been placed or compacted at times or in a manner not acceptable to the Engineer, shall be removed and disposed of or replaced properly at no cost to the Owner.

Fill material shall not be placed until the foundation material has been inspected by the Engineer. The fill material shall not be placed on frozen surface nor shall snow, ice, or frozen material be incorporated in the fill material. The fill shall be compacted to an average density of at least 100% Standard Proctor with no test being less than 95% of the Standard Proctor, as determined by ASTM D-1557. Compaction by flooding or jetting will not be permitted. Earth backfill shall be placed in a manner to prevent damage to the structures and allow the structures to assume the loads from the earth backfill gradually and uniformly.

Fill placed in water shall be done in such a manner so as to minimize the material placed in suspension. The method of placement shall be approved by the Engineer prior to beginning work.

WORK ITEM NO. 10 – FLOWABLE FILL

DESCRIPTION

The Contractor shall furnish all necessary equipment, labor and material required to complete the placement of the Control Low-Strength Material (CLSM/Flowable Fill) material. Flowable Fill material shall be placed at the bottom of the pipe trench and up to the top of the pipe haunches of the 42" pipe as shown on the plans.

MATERIALS

Flowable fill used for trench backfill should conform to the following requirements:

USACE CLSM W/ BENTONITE – MIXTURE SPECIFICATION			
MATERIAL	S.G.	QTY (lbs)	VOL (cf)
Class F Ash	2.70	250	1.48
Bentonite Clay	2.50	50	0.32
Sand Natural	2.63	1959	11.94
Water	1.00	551	8.83
Air			4.05
Portland Cement, Type I	3.15	75	0.38
TOTAL		2,885	27.00

MATERIAL	STANDARD
Class F Ash	ASTM C618, Class N, C, or F
Bentonite Clay	
Sand Natural	INDOT
Water	Potable Source
Air	ASTM C260
Portland Type 1 Cement	ASTM C150, meeting low alkali requirements

Flowable fill strength – the mixture shall have a compressive strength of 100 psi at 28 days age.

Flowable fill consistency shall meet ASTM D6103 – Standard for Flow Consistency of Controlled Low-Strength Material (CLSM). The fresh mixture shall not be thin and watery, but shall have a consistency similar to that of batter. It shall be tested by filling an open-ended 3-inch diameter, 6-inch high cylinder to the top with the mixture and immediately pulling the cylinder straight up. The correct consistency will produce an approximate 8-inch diameter circular-type spread with no segregation.

CONSTRUCTION REQUIREMENTS

Construction shall conform to the applicable requirements of the Army Corps of Engineers document EM 1110-2-2902. Contractor shall use construction sequencing methods to prevent potential uplift of the pipe including PipeSaks or anchors until the flowable fill sets.

WORK ITEM NO. 11 – BORROW, COHESIVE

DESCRIPTION

The Contractor shall furnish all necessary equipment, labor and material required to complete the placement of the Cohesive Borrow material. Cohesive Borrow material shall be placed on road embankment slopes and above the culvert pipe backfill outside the limits of Structural Backfill shown on the plans.

MATERIALS

Cohesive Borrow material shall consist of approved clay or clayey soils free from organic matter, debris, or frozen material, and shall meet the requirements of Section 203 of the INDOT Standard Specifications. The material shall exhibit cohesive properties with a Plasticity Index (PI) between 10 and 35 and shall be capable of being compacted to at least 95% of the maximum dry density as determined by AASHTO T 99. The borrow material shall be suitable for embankment construction and shall not include muck, peat, or highly organic soils. Moisture content shall be maintained within $\pm 2\%$ of optimum at the time of compaction. The Engineer may require representative samples and laboratory testing prior to approval and may reject material that exhibits excessive swell, poor workability, or instability under load conditions.

CONSTRUCTION REQUIREMENTS

Construction shall conform to the applicable requirements of INDOT Standard Specifications Section 203.

WORK ITEM NO. 12 – PIPE, REMOVE

DESCRIPTION

The Contractor shall furnish all necessary equipment, labor and material required to remove the existing 42" CMP pipe as shown on the plans. This includes the excavation of unsuitable soils under the pipe as noted in the construction plans.

MATERIALS

None required.

CONSTRUCTION REQUIREMENTS

Construction shall conform to the applicable requirements of INDOT Standard Specifications Section 202.

WORK ITEM NO. 13 – COMPACTED AGGREGATE NO. 53

DESCRIPTION

The Contractor shall furnish all necessary equipment, labor and materials required to complete the Compacted Aggregate No. 53 as shown on the Plans.

MATERIALS

The Compacted Aggregate No. 53 shall be in accordance with INDOT Standard Specifications Sections 301 and 904.

CONSTRUCTION REQUIREMENTS

The Compacted Aggregate No. 53 shall be executed in accordance with INDOT Standard Specifications Sections 301 and 904.

WORK ITEM 14 – HDPE CIRCULAR PIPE, DIAMETER 42 IN.

DESCRIPTION

The Contractor shall furnish all necessary equipment, labor and materials required to complete the 42” HDPE culvert installation as shown in the Plans.

MATERIALS

Pipe shall be N-12 corrugated dual-wall HDPE pipe or approved equal. Pipe shall be manufactured in accordance with AASHTO M 294 and ASTM F 2648 specifications and shall provide a minimum pipe stiffness of 46 psi. Pipe joints shall be soil-tight, meeting ASTM D 2321 standards for installation, and pipe shall be installed with approved structural backfill (e.g., INDOT No. 53 or No. 73 stone as shown on Plans) compacted to 90 % Proctor density under all bedding, haunching, and initial backfill zones.

All materials shall conform to the applicable requirements of INDOT Sections 205, 211, 213, 715, 718, and 720.

Culvert pipe shall conform to the following acceptable kinds as specified on the Plans:

- A. Polyethylene Pipe, ASTM F 2648 and joints conforming to ASTM D 2321.

No. 53 and No. 73 Stone shall conform to INDOT Standard Specification 904.

Geotextile for pipe bedding shall be US Fabrics Inc US 230 woven geotextile, or approved equal, and installed by manufacturer’s recommendations.

Flowable fill for initial backfill of the pipe around the haunches shall meet requirements of the U.S. Army Corps of Engineers as outlined in specifications for Work Item 10.

CONSTRUCTION REQUIREMENTS

Construction shall conform to the applicable provisions of INDOT Standard Specifications Sections 205, 211, 213, 715, and 720.

Particular attention shall be given to compaction of backfill under pavements, sidewalks, and driveways.

Dewatering shall be performed such that the Contractor shall maintain dry working conditions for all the excavated trenches.

The Contractor shall follow the manufacturer’s recommendations for installation to prevent uplift. This includes making sure that the pipe will resist buoyancy and uplift from both potential groundwater and flowable fill.

Construction to modify existing structures shall conform to the applicable provisions of the INDOT Standard Specifications.

WORK ITEM 15 – PRECAST HEADWALL AND WINGWALL, DIAMETER 42 IN.

DESCRIPTION

The Contractor shall furnish all necessary equipment, labor and materials required to complete the 42” diameter precast concrete headwall and wingwall installation as shown in the Plans.

MATERIALS

All materials shall conform to the applicable requirements of INDOT Sections 205, 211, 213, 715, 718, and 720.

Precast headwall/wingwall shall conform to the following acceptable kinds as specified on the Plans:

- A. Headwall and wingwall shall be precast concrete as specified in the Plans unless otherwise specified. Bituminous exterior coating is not required. Compression gaskets not required.

No. 8 Stone shall conform to INDOT Standard Specification 904.

Geotextile for wingwall backfill (bedding) shall be US Fabrics Inc US 230 woven geotextile, or approved equal, and installed by manufacturer’s recommendations.

CONSTRUCTION REQUIREMENTS

Construction shall conform to the applicable provisions of INDOT Standard Specifications Sections 205, 211, 213, 715, and 720.

Particular attention shall be given to compaction of backfill under pavements, sidewalks, and driveways.

Dewatering shall be performed such that the Contractor shall maintain dry working conditions for all the excavated trenches.

Construction to modify existing structures shall conform to the applicable provisions of the INDOT Standard Specifications.

WORK ITEM 16 – REVETMENT RIPRAP ON GEOTEXTILE

DESCRIPTION

The Contractor shall furnish all necessary equipment, labor and material to install all Revetment Riprap and Geotextile at the locations shown on the project plans.

MATERIALS

The riprap shall be clean, hard, durable, preferably native to the vicinity of the work and shall be subject to the Engineer's approval. Stone containing shale, unsound sandstone, or other material that will disintegrate readily, shall not be used. The material shall conform to the INDOT standard specification for Revetment Riprap (Section 904.04).

Prior to delivery of the Riprap, the Contractor shall designate in writing the source from which the rock material will be obtained and provide certification satisfactory to the Engineer that the material meets the contract requirements.

The geotextile shall be US Fabrics Inc US 230 woven geotextile, or approved equal, as shown on the Plans and installed per manufacturer's recommendations. All materials shall conform to applicable requirements of INDOT Standard Specifications Sections 616, 904.04 and 918.02.

CONSTRUCTION REQUIREMENTS

The subgrade shall be cut or filled and graded to the lines as shown on the Plans. The riprap and geotextile shall not be placed before the surface has been inspected.

The geotextile shall be installed per manufacturer's recommendations in the locations shown on the Plans. The riprap shall be placed to a depth of 24-inches and in such a manner to avoid damaging the geotextile or displacing underlying material. Construction equipment will not be allowed on the exposed geotextile. The placement of riprap shall start from the base of the slope moving upslope.

WORK ITEM 17– HOT MIX ASPHALT (HMA) PATCHING, FULL DEPTH, TYPE C

DESCRIPTION

The Contractor shall furnish all necessary equipment, labor and material required to complete the Hot Mix Asphalt (HMA) for reconstruction of pavement.

MATERIALS

All materials shall conform to applicable requirements of Sections 402 and 406. All bituminous mixtures shall be as follows:

- H.M.A. Surface, Type "C", Limestone or Slag.
- H.M.A. Intermediate, Type "C", Limestone or Slag.
- H.M.A. Base, Type "C", Limestone or Slag.

The pavement section shall be constructed on a compacted and proof-rolled subgrade and shall be in accordance with the typical sections on the Plans.

Approved INDOT job mix formulas are acceptable.

CONSTRUCTION REQUIREMENTS

Construction shall conform to the applicable provisions of INDOT Sections 304 and 402.

Tack coat shall be provided between all bituminous lifts.

All transverse joints shall be saw-cut the full depth of the existing course. A clean saw-cut edge shall be established at the time of reconstruction of the joints. Joints shall be straight edge while hot and corrective work undertaken as necessary to ensure smooth riding joints.

Compaction shall conform to the applicable provisions of INDOT Section 402.

WORK ITEM 18 – SEEDING AND RESTORATION

DESCRIPTION

The Contractor shall furnish all necessary equipment, labor and material required to seed those areas disturbed during construction.

MATERIALS

The mixture shall be INDOT Seed Mixture R per INDOT Standard Specifications 621.06

Seed shall be purchased from sources of supply that have been sampled, tested, and reported by the State Seed Commissioner, Purdue University, West Lafayette, Indiana, and found to be satisfactory.

Fertilizer shall be standard commercial fertilizer with an analysis of 12-0-12. Tests will not be required, but fertilizer standards shall be governed by the rulings of the Indiana State Seed Commissioner.

Mulch for seeding shall consist of straw; excelsior mulch, wood cellulose fiber mulch, net free excelsior blanket or paper mat.

CONSTRUCTION REQUIREMENTS

No hydroseeding or drilling shall be allowed. The seed application shall be hand operated.

The area to be seeded shall be smooth and uniform. The seed bed, if not loose, shall be loosened to a minimum depth of 3 inches before fertilizer or seed is applied. Fertilizer shall be spread uniformly over the area to be seeded.

The mixture shall be applied over the area to be seeded. An approved method which shall place the seed in direct contact with the soil may be used. In places inaccessible to mechanical equipment, or where the area to be seeded is small, a hand operated cyclone seeder or other approved equipment may be used.

Mulching material shall be applied uniformly in a continuous blanket. Blankets shall be net free. Mulch shall be placed within 24 hours after seeding. The mulching material shall be punched into the soil so that it is partially covered. The punching operation shall be performed longitudinally with a mulch tiller.

After procedures for holding the mulch in place have been completed, the mulch shall be watered thoroughly. The seed or soil beneath the mulch shall not be displaced. The mulching material shall be maintained in place satisfactorily until final completion and acceptance of the contract. When seeding is performed between June 1 and August 15, a second thorough watering shall be applied approximately 21 days after seeding.

Schedule of Values
Potato Creek State Park
Spud Run Culvert Replacement - Project No. ENG2603736023

Indiana Department of Natural Resources
08/22/2025

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE Dollars	AMOUNT Dollars
1	Mobilization and Demobilization	1	LS		
2	Maintaining Traffic	1	LS		
3	Construction Engineering	1	LS		
4	Material Approval and System Testing	1	LS		
5	Clearing, Grubbing, and Obstruction Removal	1	LS		
6	Temporary Erosion and Sediment Control	1	LS		
7	Dewatering and Cofferdam	1	LS		
8	Excavation, Common	108	CY		
9	Structural Backfill, INDOT No 73 Stone	32	CY		
10	Flowable Fill	61	CY		
11	Borrow, Cohesive	76	CY		
12	Pipe, Remove	88	LF		
13	Compacted Aggregate, No. 53	20	CY		
14	HDPE Circular Pipe, Diameter 42 In.	88	LF		
15	Precast Headwall and Wingwall, Diameter 42 In.	2	EA		
16	Revetment Riprap on Geotextile	10	TON		
17	HMA Patching, Full Depth, Type C	7	TON		
18	Seeding and Restoration	28	SY		
BASE BID SUBTOTAL:					
BID ALTERNATE #1 - NORTH ACCESS ROAD IMPROVEMENTS					
	Regrade Existing Road	1	LS		
	No. 53 Stone Aggregate	464	CY		
	No. 73 Stone Aggregate	464	CY		
	Geogrid Type 1B	2,782	SY		
BID ALTERNATE #1 SUBTOTAL:					
TOTAL BID + ALTERNATE #1:					

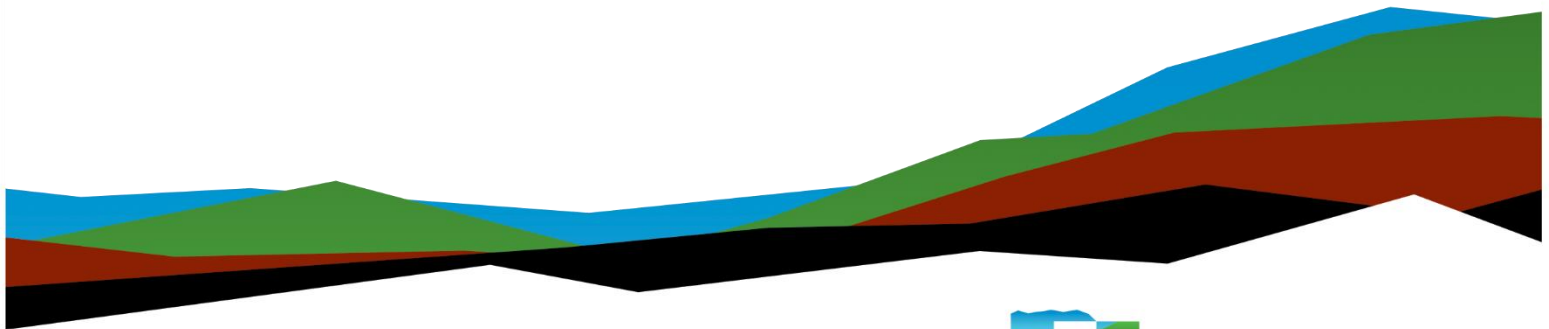
Spud Run Culvert Replacement

Geotechnical Engineering Report

March 25, 2025 | Terracon Project No. CK245166

Prepared for:

Lawson-Fisher Associates P.C.
525 West Washington Avenue,
Suite 200
South Bend, Indiana 46601



Nationwide
Terracon.com

- Facilities
- Environmental
- Geotechnical
- Materials



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March 25, 2025

Lawson-Fisher Associates P.C.
525 West Washington Avenue, Suite 200
South Bend, Indiana 46601

Attn: Charlie Dewes, P.E., CFM
P: 812.881.6565
E: CDewes@lawson-fisher.com

Re: Geotechnical Engineering Report
Spud Run Culvert Replacement
Potato Creek State Park West of the Friends Wetland Trail Entrance
North Liberty, Indiana
Terracon Project No. CK245166

Dear Mr. Dewes:

We have completed the scope of Geotechnical Engineering services for the referenced project in general accordance with Terracon Proposal No. PCK245166 dated November 11, 2024. This report presents the findings of the subsurface exploration and provides geotechnical recommendations concerning earthwork and the design and construction of foundations for the proposed project.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report or if we may be of further service, please contact us.

Sincerely,

Terracon Consultants, Inc.

Peter K. Parrilli
Staff Engineer

Nicholas L. Hussey, P.E.
Department Manager



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- Exploration and Testing Procedures**
- Site Location and Exploration Plans**
- Exploration and Laboratory Results**
- Supporting Information**

Note: This report was originally delivered in a web-based format. **Blue Bold** text in the report indicates a referenced section heading. The PDF version also includes hyperlinks which direct the reader to that section and clicking on the  will bring you

Geotechnical Engineering Report

Spud Run Culvert Replacement | North Liberty, Indiana

March 25, 2025 | Terracon Project No. CK245166



back to this page. For more interactive features, please view your project online at client.terracon.com.

Refer to each individual Attachment for a listing of contents.

Introduction

This report presents the results of our subsurface exploration and Geotechnical Engineering services performed for the proposed replacement culvert to be located to the west of the Friends Wetland Trail entrance inside Potato Creek State Park in North Liberty, Indiana. The purpose of these services was to provide information and geotechnical engineering recommendations relative to:

- Subsurface soil conditions
- Groundwater conditions
- Seismic site classification per IBC
- Site preparation and earthwork
- Demolition considerations
- Dewatering considerations
- Foundation design and construction
- Lateral earth pressure
- Frost considerations

The geotechnical engineering Scope of Services for this project included the advancement of soil borings, laboratory testing, engineering analysis, and preparation of this report.

Drawings showing the site and boring locations are shown on the [Site Location](#) and [Exploration Plan](#), respectively. The results of the laboratory testing performed on soil samples obtained from the site during our field exploration are included on the boring logs and a separate graph in the [Exploration and Laboratory Results](#) section.

Project Description

Our initial understanding of the project was provided in our proposal, and our current understanding of the project conditions is as follows:

Item	Description
Information Provided	An email request for proposal was provided by LFA on September 17, 2024. The request included a site map and a Google Earth image of the site. Additional information and a site plan were provided on March 10, 2025.

Item	Description
Project Description	We understand that the existing 42-inch diameter corrugated metal pipe culvert located to the west of the Friends Wetland Trail and crossing Spud Run in Potato Creek State Park is planned to be replaced.
Proposed Structure	The replacement culvert is planned to be a circular 42-inch diameter precast reinforced concrete pipe. The planned culvert invert elevation on the upstream side of Spud Run is 744.94 feet and the invert elevation on the downstream side is 744.00 feet. At the highest point of the road over the culvert, the invert elevation is planned to be about 10 feet below grade with about 6 feet of cover. Concrete headwalls and wingwalls are planned on both the upstream and downstream sides of the culvert and are planned to be supported on shallow strip footings bearing at elevations of 743 and 742 feet on the upstream and downstream sides, respectively. The wingwalls are planned to have maximum heights of about 5 feet and lengths of about 6 feet.

Terracon should be notified if any of the above information is inconsistent with the planned construction as modifications to our recommendations may be necessary.

Site Conditions

The following description of site conditions is derived from our site visit in association with the field exploration and our review of publicly available geologic and topographic maps.

Item	Description
Parcel Information	The project is located inside Potato Creek State Park to the west of the Friends Wetland Trail entrance in North Liberty, Indiana. Latitude/Longitude (approximate) 41.5393, -86.3824 See Site Location
Existing Improvements	Existing Potato Creek State Park paved roadway and 42-inch diameter precast reinforced concrete pipe culvert
Current Ground Cover	Asphalt paved roadway with base course Grass and weeds away from the roadway

Item	Description
Existing Topography (Indiana Department of Natural Resources Structure Layout dated 2/25/25)	The roadway is relatively flat with a surface elevation of about 754 feet.

Geotechnical Characterization

Subsurface Profile

We have developed a general characterization of the subsurface conditions based upon our review of the subsurface exploration, laboratory data, geologic setting and our understanding of the project. This characterization, termed GeoModel, forms the basis of our geotechnical calculations and evaluation of the site. Conditions observed at each exploration point are indicated on the individual logs. The individual logs can be found in the [Exploration and Laboratory Results](#) and the GeoModel can be found in the [Figures](#) attachment of this report.

As part of our analyses, we identified the following model layers within the subsurface profile. For a more detailed view of the model layer depths at each boring location, refer to the GeoModel.

Model Layer	Layer Name	General Description
1	Surface Materials	About 3 to 4 inches of topsoil (B-1 and B-3) or 7 inches of asphalt overlying about 1 inch of crushed stone (B-2)
2	Clay	Generally medium stiff to stiff lean clay with varying amounts of silt and sand

Groundwater Conditions

The borings were advanced in the dry using drilling techniques that allow short-term groundwater observations to be made while drilling. Groundwater was encountered in Borings B-2 and B-3 between about 18.5 and 25 feet below the ground surface during and after the completion of drilling activities. Groundwater was not encountered in Boring B-1 at the time of our field exploration.

Groundwater conditions may be different at the time of construction and may change because of seasonal variations in rainfall, runoff, the level of Spud Run, and other conditions not apparent at the time of drilling. Observation of long-term groundwater levels was outside the scope of services for this project.

Geotechnical Overview

The site generally appears suitable for the proposed construction based upon geotechnical conditions encountered in the test borings, provided that the recommendations provided in this report are implemented in the design and construction phases of this project.

We understand that the existing culvert crossing Spud Run is planned to be replaced with a 42-inch diameter reinforced precast concrete pipe culvert that is planned to have invert elevations ranging from about 745 to 744 feet on the upstream and downstream sides, respectively. We also understand that the culvert is planned to have concrete headwalls and wingwalls at the upstream and downstream ends and that these structures are planned to be supported on shallow foundations bearing at elevations of about 743 and 742 feet, respectively.

The subsurface materials generally consisted of medium stiff to stiff lean clay with varying amounts of sand and silt extending to the maximum depth of the borings. Medium stiff sandy lean clay with organic matter was encountered in Boring B-1 from about 8 to 12 feet below grade. The stiff clay soils are suitable for direct support of the culvert, headwalls, and ringwalls. However, lower strength (medium stiff) clays were encountered in each of the borings performed for this project and partly organic clay was encountered in Boring B-1 and these materials will undergo consolidation settlement over time when loaded with new foundations. Where lower strength or partly organic soils are encountered at the Design Footing Level of the headwall and wingwall foundations, we recommend these materials be partially overexcavated and replaced with properly placed granular structural fill as described in the [Earthwork](#) section. For long-term stability of the culvert structure, we also recommend that the partly organic clays be removed from below the culvert pipe.

Groundwater was encountered at depths ranging from about 18.5 feet to about 25 feet below the existing ground surface during our exploration (corresponding roughly to elevations of 736.5 to 730 feet), but we anticipate the groundwater level will be impacted by the water level in Spud Run. We understand that the culvert is anticipated to bear at elevations ranging from about 744 to 745 feet. Depending on seasonal conditions, it is possible that the culvert will have flowing water at the time of construction. To help facilitate construction by attempting to create a dry area, we recommend temporarily diverting Spud Run around the culvert construction site. The

contractor should also plan for temporary dewatering of the construction site to remove any accumulating water from the construction area.

Implementing effective drainage should be completed early in the construction sequence and maintained after construction to avoid potential issues. If possible, the grading should be performed during the warmer and drier times of the year. If grading is performed during the winter months, an increased risk for possible undercutting and replacement of unstable subgrade will persist. Additional site preparation recommendations, including subgrade improvement and fill placement, are provided in the **Earthwork** section. A slope stability analysis was not included in the Scope of Services of this project. Terracon is able to perform a slope stability analysis for this project, if necessary, for additional fees.

The potential for erosion and undermining of culvert or headwall/wingwall support materials could exist at this location. Placement of riprap or other slope reinforcement on the stream bank slopes should be considered to help reduce the potential for erosion.

The recommendations contained in this report are based upon the results of field and laboratory testing (presented in the **Exploration and Laboratory Results**), engineering analyses, and our current understanding of the proposed project. The **General Comments** section provides an understanding of the report limitations.

Earthwork

Earthwork is anticipated to include demolition and removal of the existing culvert, clearing and grubbing, excavations, and structural fill placement. The following sections provide recommendations for use in the preparation of specifications for the work. Recommendations include quality criteria necessary to render the site in the state considered in our geotechnical engineering evaluation for the new culvert and associated foundations.

Demolition

It is important that the demolition of the existing culvert and other improvements be performed with close observation and testing. Any unsuitable fill and lower strength native materials should also be removed at this time. The demolition contractor should be aware of project requirements for backfilling so that removal of these fill materials and replacement under controlled conditions is not necessary upon construction of the new structures.

Site Preparation

Prior to placing fill, existing vegetation, topsoil, and root mats should be removed. Complete stripping of the topsoil should be performed in the proposed building and parking/driveway areas.

Mature trees are located within or near the footprint of the proposed culvert, which will likely require removal at the onset of construction. Tree root systems can remove substantial moisture from surrounding soils. Where trees are removed, the full root ball and all associated dry and desiccated soils should be removed. The soil materials which contain less than 5 percent organic matter can be reused as structural fill provided the material is moisture conditioned and properly compacted.

Where new fill is placed on existing slopes steeper than 5H:1V, benches should be cut into the existing slopes prior to fill placement. The benches should have a minimum vertical face height of 1 foot and a maximum horizontal face height of 3 feet and should be cut wide enough to accommodate the compaction equipment. This benching will help provide a positive bond between the fill and natural soils and reduce the possibility of failure along the fill/natural soil interface.

Subgrade Preparation

It is possible that the soils exposed near the planned bearing depth of the new culvert may be lower strength, saturated, and/or include higher percentages of organic matter. These materials are not anticipated to be suitable for supporting the foundations for the new culvert and we recommend that a partial removal and replacement procedure be performed where these materials are encountered. The lower strength soils and partly organic clays were generally encountered in Boring B-1 on the downstream side of the culvert, but could be encountered elsewhere at locations not directly explored. Based on the culvert invert elevations shown on the plan and profile drawing, a partial overexcavation depth of about 2 feet is anticipated to remove the partly organic and lower strength clays and expose stiff silt or clay soils. These overexcavations should be backfilled with a well-graded crushed stone material such as Indiana Department of Transportation (INDOT) No. 53 stone with a geofabric separation layer between the crushed stone and native soils. The geofabric should be wrapped around the edges of the crushed stone layer for additional confinement and protection against loss of material.

To aid in improving the overall stability of the culvert and associated improvements, especially if the soils at the planned invert depth are saturated or otherwise unstable, consideration should be given to creating a layer of compacted crushed stone such as INDOT No. 8 stone to function as a working platform. We recommend this layer be at least 8 inches in thickness, but a larger thickness may be necessary depending on actual conditions at the time of construction.

As mentioned earlier, controlling groundwater at this site will be important to facilitate construction activities. Temporarily diverting the drainageway should be considered to establish a dry site for constructing the new culvert and associated headwalls and wingwalls. The groundwater level should be maintained to a minimum of about 2 feet below the lowest excavation during the construction process. The use of riprap or other slope and scour protection should also be considered. The scope of services of this report does not include analysis of the potential scour.

Once rough grading to achieve the planned grade of the reconstructed roadway has been completed, the subgrade should be proofrolled (if space permits) with an adequately loaded vehicle such as a fully-loaded tandem-axle dump truck. The proofrolling should be performed under the observation of the Geotechnical Engineer. Areas excessively deflecting under the proofroll should be delineated and subsequently addressed by the Geotechnical Engineer. Excessively wet or dry material should either be removed or moisture conditioned and recompacted.

Based upon the subsurface conditions determined from the geotechnical exploration, subgrade soils exposed during construction are anticipated to be relatively workable; however, the workability of the subgrade may be affected by precipitation, repetitive construction traffic or other factors. If unworkable conditions develop, workability may be improved by scarifying and drying.

Fill Material Types

Fill required to achieve design grade should be classified as structural fill and general fill. Structural fill is material used below, or within 10 feet of structures or constructed slopes. General fill is material used to achieve grade outside of these areas.

Reuse of On-Site Soil: Excavated on-site soil may be selectively reused as fill above foundations. The on-site soil have an elevated fines content and will be sensitive to moisture conditions (particularly during seasonally wet periods) and may not be suitable for reuse when above optimum moisture content. Additionally, sorting to remove organic content and deleterious substances may be required prior to reusing excavated on-site soils as structural fill.

Material property requirements for on-site soil for use as general fill and structural fill are noted in the table below:

Property	General Fill	Structural Fill
Composition	Free of deleterious material	Free of deleterious material

Property	General Fill	Structural Fill
Maximum particle size	6 inches (or 2/3 of the lift thickness)	1.5 inches
Fines content for Granular Soils	Not limited	Less than 50% Passing No. 200 sieve
Plasticity for Cohesive Soils	Not limited	Maximum liquid limit of 45 Maximum plasticity index of 23
GeoModel Layer Expected to be Suitable ¹	2	2

1. Based on subsurface exploration. Actual material suitability should be determined in the field at time of construction.

Imported Fill Materials: Imported fill materials should meet the following material property requirements. Regardless of its source, compacted fill should consist of approved materials that are free of organic matter and debris. Frozen material should not be used, and fill should not be placed on a frozen subgrade.

Soil Type ¹	USCS Classification	Acceptable Parameters (for Structural Fill)
Low Plasticity Cohesive	CL, CL-ML	Maximum liquid limit of 45 Maximum plasticity index of 23
Granular	GW, GP, GM, GC, SW, SP, SM, SC	Less than 50% passing No. 200 sieve

1. A sample of each material type should be submitted to the Geotechnical Engineer for evaluation prior to use on this site. Additional geotechnical consultation should be provided prior to use of uniformly graded gravel on the site.

Fill Placement and Compaction Requirements

Structural and general fill should meet the following compaction requirements.

Item	Structural Fill	General Fill
Maximum Lift Thickness	8 inches or less in loose thickness when heavy, self-propelled compaction equipment is used 4 inches in loose thickness when hand-guided equipment (i.e. jumping jack or plate compactor) is used	Same as structural fill
Minimum Compaction Requirements ^{1,2}	98% of max. below foundations and within 1 foot of finished pavement subgrade 95% of max. above foundations and more than 1 foot below finished pavement subgrade	95% of max.
Water Content Range ¹	Low plasticity cohesive: -2% to +3% of optimum Granular: Workable moisture contents to achieve compaction while avoiding pumping (typically about -3% to +3% of optimum)	As required to achieve min. compaction requirements

1. Maximum density and optimum water content as determined by the standard Proctor test (ASTM D 698).
2. If the granular material is a coarse sand or gravel, or of a uniform size, or has a low fines content, compaction comparison to relative density may be more appropriate. In this case, granular materials should be compacted to at least 70% relative density (ASTM D 4253 and D 4254). Materials not amenable to density testing should be placed and compacted to a stable condition observed by the Geotechnical Engineer or representative.

Grading and Drainage

Final surrounding grades should be sloped to provide effective drainage away from the roadway and the downstream side of the culvert during and after construction. Grades around the roadway should also be periodically inspected and adjusted as necessary, as part of the maintenance program.

Water permitted to pond on pavements can result in greater soil movements than those discussed in this report, including differential movement of the culvert foundations. Water should not be allowed to collect behind the culvert wingwalls/headwalls. These greater movements can result in unacceptable pavement movements. Estimated movements in this report are based on effective drainage for the life of the pavement and cannot be relied upon if effective drainage is not maintained.

Earthwork Construction Considerations

Shallow excavations for the proposed culvert and wingwalls/headwalls are anticipated to be accomplished with conventional construction equipment. Upon completion of filling and grading, care should be taken to maintain the subgrade water content prior to construction of grade-supported improvements. Construction traffic over the completed subgrades should be avoided. The site should also be graded to prevent ponding of surface water on the prepared subgrades or in excavations. Water collecting over or adjacent to construction areas should be removed. If the subgrade freezes, desiccates, saturates, or is disturbed, the affected material should be removed, or the materials should be scarified, moisture conditioned, and recompacted prior to construction.

Depending on the groundwater conditions at the time of construction, the groundwater level could affect overexcavation efforts, especially for overexcavation and replacement of lower strength soils. Temporarily diverting of the drainageway should be considered to establish a dry site for constructing the new culvert. If the construction site becomes inundated with water during construction, the contractor should be prepared to use pumps or other appropriate methods to remove water entering the construction site.

As a minimum, excavations should be performed in accordance with OSHA 29 CFR, Part 1926, Subpart P, "Excavations" and its appendices, and in accordance with any applicable local and/or state regulations.

Construction site safety is the sole responsibility of the contractor who controls the means, methods, and sequencing of construction operations. Under no circumstances shall the information provided herein be interpreted to mean Terracon is assuming responsibility for construction site safety or the contractor's activities; such responsibility shall neither be implied nor inferred.

Excavations or other activities resulting in ground disturbance have the potential to affect adjoining properties and structures. Our scope of services does not include review of available final grading information or consider potential temporary grading performed by the contractor for potential effects such as ground movement beyond the project limits. A preconstruction/ precondition survey should be conducted to document nearby property/infrastructure prior to any site development activity. Excavation or ground disturbance activities adjacent or near property lines should be observed or instrumented for potential ground movements that could negatively affect adjoining property and/or structures.

Construction Observation and Testing

The earthwork efforts should be observed by the Geotechnical Engineer. Observation should include documentation of adequate removal of surficial materials (vegetation, topsoil, and pavements), evaluation and remediation of existing fill materials (if any), as

well as compaction efforts and mitigation of unsuitable areas delineated by the proofroll of the finished pavement subgrade level.

Each lift of compacted fill should be tested, evaluated, and reworked, as necessary, as recommended by the Geotechnical Engineer prior to placement of additional lifts. Each lift of fill should be tested for density and water content at a frequency of at least one test for every lift placed. Where not specified by local ordinance, a minimum of one test should be performed for every 12 vertical inches of compacted backfill.

In areas of foundation excavations, the bearing subgrade should be evaluated by the Geotechnical Engineer. If unanticipated conditions are observed, the Geotechnical Engineer should prescribe improvement options.

In addition to the documentation of the essential parameters necessary for construction, the continuation of the Geotechnical Engineer into the construction phase of the project provides the continuity to maintain the Geotechnical Engineer's evaluation of subsurface conditions, including assessing variations and associated design changes.

Shallow Foundations

We understand that the culvert will be supported at the upstream and downstream inverts at elevations of about 745 and 744 feet, respectively. The culvert is anticipated to be supported directly on the native stiff clay soils or on a layer of structural fill or bedding materials. The headwall and wingwall structures are planned to be reinforced concrete bearing on shallow foundations at an elevation of about 743 and 742 feet on the upstream and downstream sides, respectively.

Medium stiff clays and partly organic clays were encountered near the Design Footing Levels, and where encountered, should be overexcavated to a depth of at least 2 feet and replaced with properly compacted granular structural fill such as INDOT No. 53 crushed stone. Overexcavations should be performed using a smooth-lipped excavator bucket in a trimming motion to avoid disturbing the bearing subgrade. Based on the foundation geometry on the provided plans showing a strip footing about 7 feet wide and about 6 feet long, we have considered a net allowable bearing pressure of 1,500 psf. We anticipate that the loads on the foundations will be primarily resisting overturning moments with relatively small axial loads.

If the site has been prepared in accordance with the requirements noted in [Earthwork](#), the following design parameters are applicable for shallow foundations.

Design Parameters – Compressive Loads

Item	Description
Maximum Net Allowable Bearing Pressure ^{1, 2}	1,500 psf
Required Bearing Stratum ³	GeoModel Layer 2, suitable undisturbed native soils, or structural fill extending to suitable undisturbed native soils
Minimum Foundation Dimensions	Per IBC 1809.7
Lateral Earth Pressures	See Lateral Earth Pressures
Ultimate Coefficient of Sliding Resistance ⁵	0.40 – granular 0.30 – cohesive
Minimum Embedment below Finished Grade for Frost Protection ⁶	Exterior footings in unheated areas: 48 inches
Estimated Total Settlement from Structural Loads ²	Less than about 1.5 inches

1. The maximum net allowable bearing pressure is the pressure in excess of the minimum surrounding overburden pressure at the footing base elevation. Values assume that exterior grades are no steeper than 20% within 10 feet of structure.
2. Values provided are for maximum loads noted in [Project Description](#). Additional geotechnical consultation will be necessary if higher loads are anticipated.
3. Unsuitable or soft soils should be overexcavated and replaced per the recommendations presented in [Earthwork](#).
4. Use of passive earth pressures require the sides of the excavation for the spread footing foundation to be nearly vertical and the concrete placed neat against these vertical faces or that the footing forms be removed and compacted structural fill be placed against the vertical footing face. Assumes no hydrostatic pressure.
5. Can be used to compute sliding resistance where foundations are placed on suitable soil/materials. Frictional resistance for granular materials is dependent on the bearing pressure which may vary due to load combinations. For fine-grained materials, lateral resistance using cohesion should not exceed ½ the dead load.
6. Embedment necessary to minimize the effects of frost and/or seasonal water content variations. For sloping ground, maintain depth below the lowest adjacent exterior grade within 5 horizontal feet of the structure.

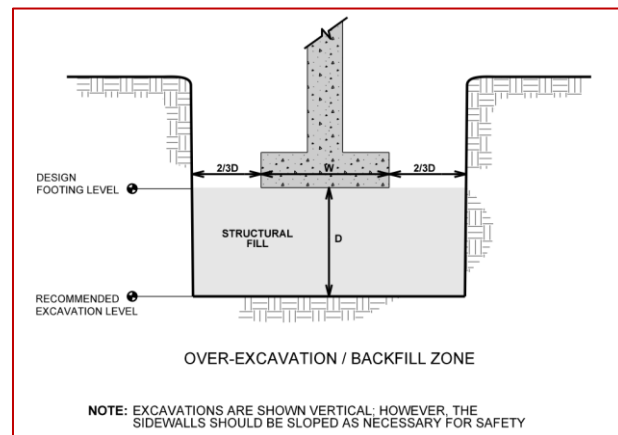
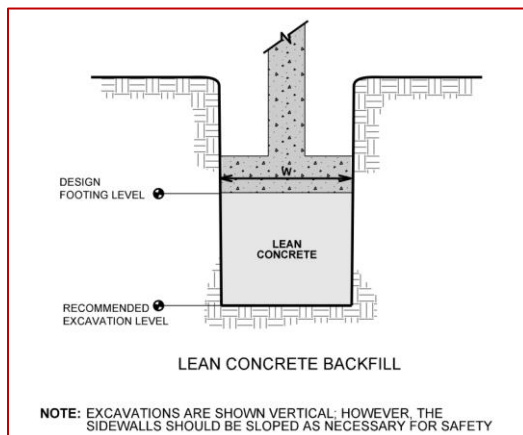
Foundation Construction Considerations

As noted in [Earthwork](#), the base of footing excavations should be observed by the Geotechnical Engineer. The base of all foundation excavations should be free of water and loose soil, prior to placing concrete. Concrete should be placed soon after excavating to reduce bearing soil disturbance. Care should be taken to prevent wetting or drying of the bearing materials during construction. Excessively wet or dry material or

any loose/disturbed material in the bottom of the footing excavations should be removed/reconditioned before foundation concrete is placed.

Sensitive soils exposed at the surface of footing excavations may require surficial compaction prior to placing structural fill, steel, and/or concrete. Should surficial compaction not be adequate, construction of a working surface consisting of either crushed stone or a lean concrete mud mat may be required prior to the placement of reinforcing steel and construction of foundations.

If unsuitable bearing soils are observed at the base of the planned footing excavation, the excavation should be extended deeper to suitable soils, and the footings could bear directly on these soils at the lower level or on lean concrete backfill placed in the excavations. The lean concrete replacement zone is illustrated on the sketch below. Overexcavation for structural fill placement below footings should be conducted as shown below. The overexcavation should be backfilled up to the Design Footing Level with compacted granular material such as INDOT No. 53 crushed stone placed as recommended in the **Earthwork** section.

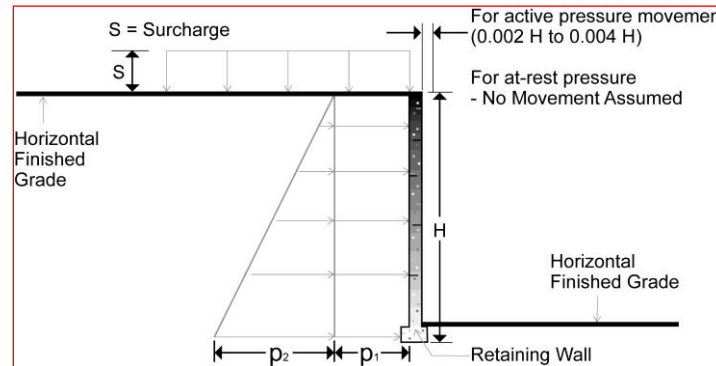


Lateral Earth Pressures

Design Parameters

Structures with unbalanced backfill levels on opposite sides, such as the culvert wingwalls and headwalls, should be designed for earth pressures at least equal to values indicated in the following table. Earth pressures will be influenced by structural design of the walls, conditions of wall restraint, methods of construction, and/or compaction and the strength of the materials being restrained. Two wall restraint conditions are shown in the diagram below. Active earth pressure is commonly used for design of free-standing cantilever retaining walls and assumes wall movement. The "at-rest" condition assumes no wall movement and is commonly used for basement walls, loading dock walls, or

other walls restrained at the top. The recommended design lateral earth pressures do not include a factor of safety and do not provide for possible hydrostatic pressure on the walls (unless stated).



Lateral Earth Pressure Design Parameters

Earth Pressure Condition ¹	Coefficient for Backfill Type ²	Surcharge Pressure ³ p ₁ (psf)	Equivalent Fluid Pressures (psf) ^{2,4}	
			Unsaturated ⁵	Submerged ⁵
Active (K _a)	Granular - 0.28	(0.28)S	(40)H	(80)H
	Fine Grained - 0.41	(0.41)S	(60)H	(90)H
At-Rest (K _o)	Granular - 0.44	(0.44)S	(50)H	(90)H
	Fine Grained - 0.58	(0.58)S	(75)H	(100)H

1. For active earth pressure, wall must rotate about base, with top lateral movements 0.002 H to 0.004 H, where H is wall height. For passive earth pressure, wall must move horizontally to mobilize resistance. Fat clay or other expansive soils should not be used as backfill behind the wall.
2. Uniform, horizontal backfill, with a maximum unit weight of 125 pcf for cohesive soils and 130 pcf for granular soils.
3. Uniform surcharge, where S is surcharge pressure.
4. Loading from heavy compaction equipment is not included.
5. To achieve "Unsaturated" conditions, follow guidelines in **Subsurface Drainage for Below-Grade Walls** below. "Submerged" conditions are recommended when drainage behind walls is not incorporated into the design.

Backfill placed against structures should consist of granular soils or low plasticity cohesive soils. For the granular values to be valid, the granular backfill must extend out and up from the base of the wall at an angle of at least 45 degrees from vertical for the active case.

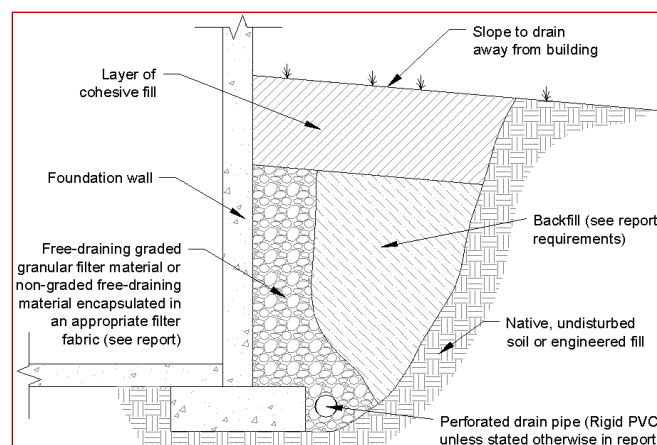
Footings or other loads bearing on backfill behind walls may have a significant influence on the lateral earth pressure. Placing footings within wall backfill and in the zone of

active soil influence on the wall should be avoided unless structural analyses indicate the wall can safely withstand the increased pressure.

The lateral earth pressure recommendations given in this section are applicable to the design of rigid retaining walls subject to slight rotation (active case), such as cantilever, or gravity type concrete walls and walls not anticipated to be subject to rotation (at-rest case). These recommendations are not applicable to the design of modular block - geogrid reinforced backfill walls (also termed MSE walls). Recommendations covering these types of wall systems are beyond the scope of services for this assignment. However, we would be pleased to develop a proposal for evaluation and design of such wall systems upon request.

Subsurface Drainage for Below-Grade Walls

A perforated rigid plastic drain line installed behind the base of walls and extending below adjacent grade is recommended to prevent hydrostatic loading on the walls. The invert of a drain line around a below-grade building area or exterior retaining wall should be placed near foundation bearing level. The drain line should be sloped to provide positive gravity drainage to daylight or to a sump pit and pump. The drain line should be surrounded by clean, free-draining granular material having less than 6 percent passing the No. 200 sieve, such as INDOT No. 8 aggregate. The free-draining aggregate should be encapsulated in a filter fabric. The granular fill should extend to within 2 feet of final grade, where it should be capped with compacted cohesive fill to reduce infiltration of surface water into the drain system.



As an alternative to free-draining granular fill, a prefabricated drainage structure may be used. A prefabricated drainage structure is a plastic drainage core or mesh which is covered with filter fabric to prevent soil intrusion and is fastened to the wall prior to placing backfill.

Frost Considerations

The soils encountered at this site are frost susceptible, and small amounts of water can affect the performance of the wingwall/headwall footings. Exterior improvements should be anticipated to heave during winter months. If frost action needs to be eliminated in critical areas, we recommend the use of non-frost susceptible (NFS) fill or structural slabs. As an alternative to extending NFS fill to the full frost depth, consideration can be made to placing extruded polystyrene or cellular concrete under a buffer of at least 2 feet of NFS material.

General Comments

Our analysis and opinions are based upon our understanding of the project, the geotechnical conditions in the area, and the data obtained from our site exploration. Variations will occur between exploration point locations or due to the modifying effects of construction or weather. The nature and extent of such variations may not become evident until during or after construction. Terracon should be retained as the Geotechnical Engineer, where noted in this report, to provide observation and testing services during pertinent construction phases. If variations appear, we can provide further evaluation and supplemental recommendations. If variations are noted in the absence of our observation and testing services on-site, we should be immediately notified so that we can provide evaluation and supplemental recommendations.

Our Scope of Services does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

Our services and any correspondence are intended for the sole benefit and exclusive use of our client for specific application to the project discussed and are accomplished in accordance with generally accepted geotechnical engineering practices with no third-party beneficiaries intended. Any third-party access to services or correspondence is solely for information purposes to support the services provided by Terracon to our client. Reliance upon the services and any work product is limited to our client and is not intended for third parties. Any use or reliance of the provided information by third parties is done solely at their own risk. No warranties, either express or implied, are intended or made.

Site characteristics as provided are for design purposes and not to estimate excavation cost. Any use of our report in that regard is done at the sole risk of the excavating cost estimator as there may be variations on the site that are not apparent in the data that

could significantly affect excavation cost. Any parties charged with estimating excavation costs should seek their own site characterization for specific purposes to obtain the specific level of detail necessary for costing. Site safety and cost estimating including excavation support and dewatering requirements/design are the responsibility of others. Construction and site development have the potential to affect adjacent properties. Such impacts can include damages due to vibration, modification of groundwater/surface water flow during construction, foundation movement due to undermining or subsidence from excavation, as well as noise or air quality concerns. Evaluation of these items on nearby properties are commonly associated with contractor means and methods and are not addressed in this report. The owner and contractor should consider a preconstruction/precondition survey of surrounding development. If changes in the nature, design, or location of the project are planned, our conclusions and recommendations shall not be considered valid unless we review the changes and either verify or modify our conclusions in writing.

Geotechnical Engineering Report

Spud Run Culvert Replacement | North Liberty, Indiana

March 25, 2025 | Terracon Project No. CK245166

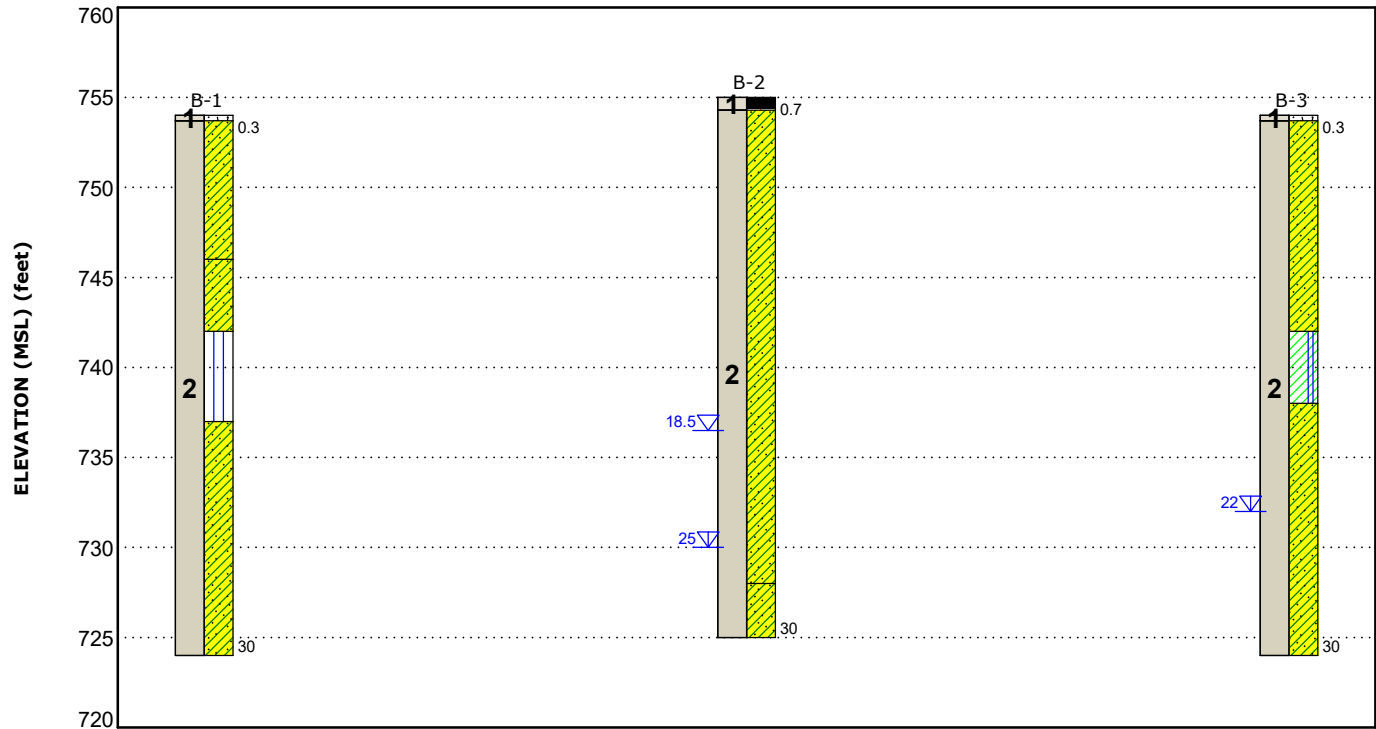


Figures

Contents:

GeoModel

GeoModel



This is not a cross section. This is intended to display the Geotechnical Model only. See individual logs for more detailed conditions.

Model Layer	Layer Name	General Description	Legend	
1	Surface Materials	About 3 to 4 inches of topsoil (B-1 and B-3) or 7 inches of asphalt overlying about 1 inch of crushed stone (B-2)	Topsoil	Sandy Lean Clay
2	Clay	Generally medium stiff to stiff lean clay with varying amounts of silt and sand	Silt	Asphalt
			Aggregate Base Course	Lean Clay with Silt

- First Water Observation
- Second Water Observation

Groundwater levels are temporal. The levels shown are representative of the date and time of our exploration. Significant changes are possible over time.
Water levels shown are as measured during and/or after drilling. In some cases, boring advancement methods mask the presence/absence of groundwater. See individual logs for details.

NOTES:
Layering shown on this figure has been developed by the geotechnical engineer for purposes of modeling the subsurface conditions as required for the subsequent geotechnical engineering for this project. Numbers adjacent to soil column indicate depth below ground surface.

Geotechnical Engineering Report

Spud Run Culvert Replacement | North Liberty, Indiana

March 25, 2025 | Terracon Project No. CK245166



Attachments

Exploration and Testing Procedures

Field Exploration

Number of Borings	Approximate Boring Depth (feet)	Location
3	10	Replacement culvert area

Boring Layout and Elevations: Terracon personnel provided the boring layout using handheld GPS equipment (estimated horizontal accuracy of about ±10 feet) and referencing existing site features. Approximate ground surface elevations were obtained by interpolation from the grading plan (Indiana Department of Natural Resources Potato Creek State Park Spud Run Culvert Replacement Structure Layout dated 2/25/25). If elevations and a more precise boring layout are desired, we recommend the borings be surveyed.

Subsurface Exploration Procedures: We advanced the borings with a track-mounted rotary drill rig using continuous (hollow stem) flight augers. Four samples were obtained in the upper 10 feet of each boring with additional samples obtained at intervals of 5 feet thereafter. In the split-barrel sampling procedure, a standard 2-inch outer diameter split-barrel sampling spoon was driven into the ground by a 140-pound automatic hammer falling a distance of 30 inches. The number of blows required to advance the sampling spoon the last 12 inches of a normal 18-inch penetration is recorded as the Standard Penetration Test (SPT) resistance value. The SPT resistance values, also referred to as N-values, are indicated on the boring logs at the test depths. For safety purposes, all borings were backfilled with auger cuttings after their completion. Pavements were patched with bagged concrete mix.

We also observed the boreholes while drilling and at the completion of drilling for the presence of groundwater. The groundwater levels are shown on the attached boring logs.

The sampling depths, penetration distances, and other sampling information were recorded on the field boring logs. The samples were placed in appropriate containers and taken to our soil laboratory for testing and classification by a geotechnical engineer. Our exploration team prepared field boring logs as part of the drilling operations. These field logs included visual classifications of the materials observed during drilling and our interpretation of the subsurface conditions between samples. Final boring logs were prepared from the field logs. The final boring logs represent the geotechnical engineer's interpretation of the field logs and include modifications based on observations and tests of the samples in our laboratory.

Geotechnical Engineering Report

Spud Run Culvert Replacement | North Liberty, Indiana

March 25, 2025 | Terracon Project No. CK245166



Laboratory Testing

The project engineer reviewed the field data and assigned laboratory tests. The laboratory testing program included the following types of tests:

- Moisture Content
- Atterberg Limits
- Organic Content

The laboratory testing program included observation of soil samples by an engineer. Based on the results of our field and laboratory programs, we described and classified the soil samples in general accordance with the Unified Soil Classification System.

Geotechnical Engineering Report

Spud Run Culvert Replacement | North Liberty, Indiana

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Site Location and Exploration Plans

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Site Location

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Note: All attachments are one page unless noted above.

Geotechnical Engineering Report

Spud Run Culvert Replacement | North Liberty, Indiana

March 25, 2025 | Terracon Project No. CK245166



Site Location

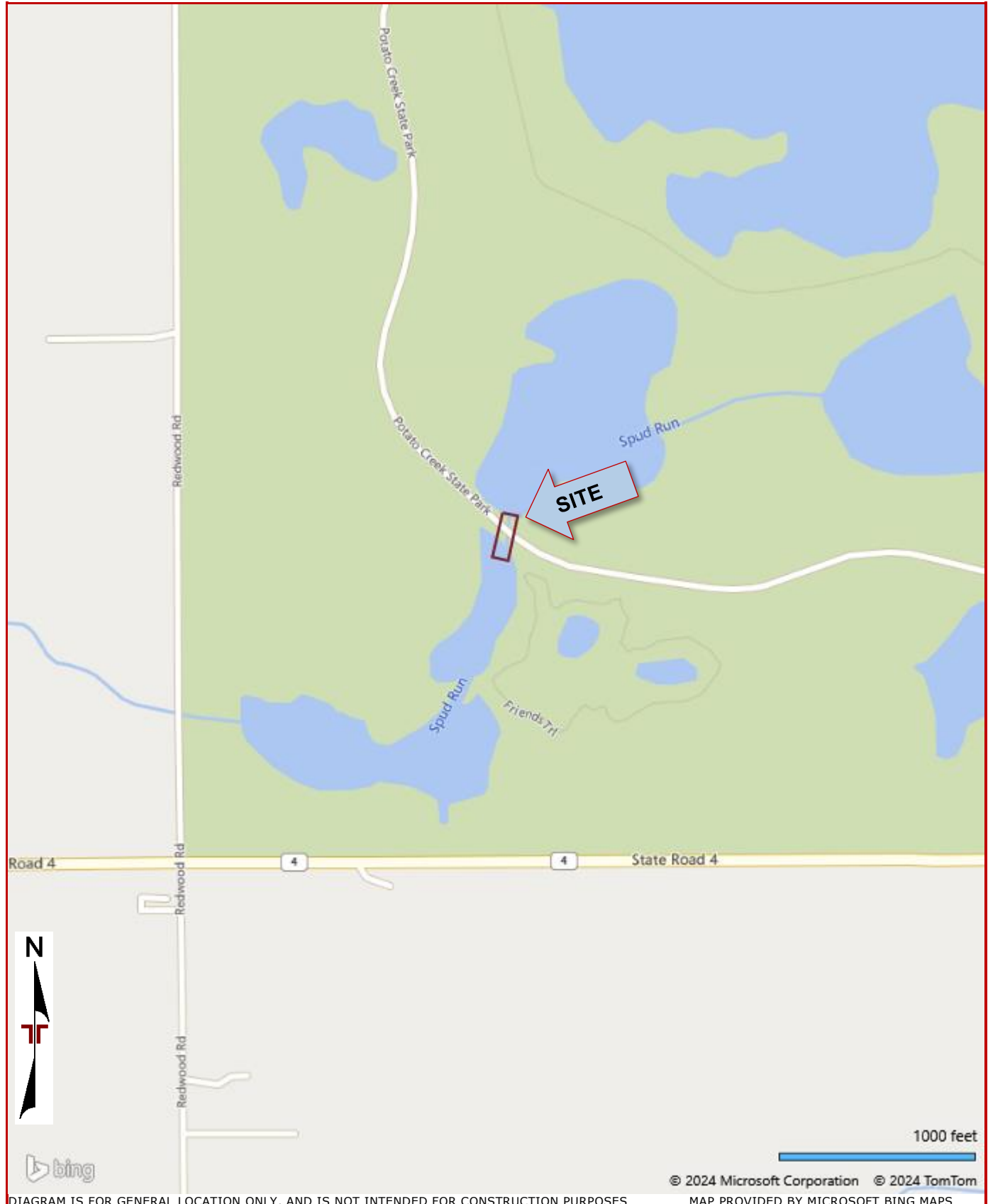


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

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Exploration Plan



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


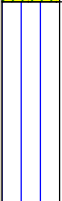


Exploration and Laboratory Results

Contents:

Boring Logs (B-1 through B-3)
Atterberg Limits

Note: All attachments are one page unless noted above.

Boring Log No. B-1

Model Layer	Graphic Log	Location: See Exploration Plan Latitude: 41.5393° Longitude: -86.3824° Depth (Ft.) Approximate Elevation: 754 (Ft.)	Depth (Ft.)	Water Level Observations	Sample Type	Recovery (In.)	Field Test Results	HP (tsf)	Water Content (%)	Atterberg Limits	
										LL-PL-PI	Organic Content (%)
1		0.3 3" Topsoil 753.7									
		SANDY LEAN CLAY (CL) , brown, medium stiff to stiff			X	13	4-4-5 N=9	1.0	19.2		
			5		X	18	3-3-5 N=8	1.5	18.0		
		Becoming gray in sample at about 6 feet			X	18	2-2-2 N=4	0.75	22.9		
		8.0 SANDY LEAN CLAY WITH ORGANICS (CL) , gray, medium stiff 746			X	18	2-3-3 N=6	0.75	74.8		5.0
			10								
		12.0 SILT (ML) , gray, stiff 742			X	18	4-4-5 N=9	1.75	23.7	21-17-4	
2			15								
		17.0 SANDY LEAN CLAY (CL) , gray, stiff 737			X	18	4-5-6 N=11	1.0	13.0		
			20								
			25		X	9	3-3-5 N=8	2.0	10.5		
			30		X	8	3-2-5 N=7	1.5	14.2		
		Boring Terminated at 30 Feet 724									

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (If any).


See [Supporting Information](#) for explanation of symbols and abbreviations.

Elevation Reference: Elevations were interpolated from a topographic site plan.

Water Level Observations

Groundwater not encountered while drilling

Groundwater not encountered after drilling

 Cave in at 25'

Drill Rig
B57

Hammer Type
Automatic

Driller
BR

Logged by
DG

Boring Started
03-03-2025

Boring Completed
03-03-2025

Notes

Advancement Method

3 1/4" HSA

Abandonment Method

Boring backfilled with auger cuttings upon completion.

Boring Log No. B-2

Model Layer	Graphic Log	Location: See Exploration Plan Latitude: 41.5394° Longitude: -86.3824° Depth (Ft.) Approximate Elevation: 755 (Ft.)	Depth (Ft.)	Water Level Observations	Sample Type	Recovery (In.)	Field Test Results	HP (tsf)	Water Content (%)	Atterberg Limits	
										LL-PL-PI	Organic Content (%)
1		0.6 7" Asphalt 754.4 0.7 1" Crushed Stone 754.3 SANDY LEAN CLAY (CL) , gray, medium stiff to stiff									
2			5		X	8	2-2-4 N=6	1.5	20.3		
					X	13	2-2-5 N=7	2.0	13.8		
					X	15	1-2-3 N=5	1.25	21.5		
			10		X	9	3-3-4 N=7	1.5	20.0		
					X	17	2-3-5 N=8	1.0	21.4		
			20	▽	X	17	4-3-6 N=9	1.25	14.0		
					X	16	4-3-5 N=8	1.0	14.4		
			25	▽							
			30		X	17	7-11-13 N=24	4.5+	10.8		
		27.0 728 SANDY LEAN CLAY (CL) , gray, very stiff to hard 30.0 725 Boring Terminated at 30 Feet									

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (If any).
 See [Supporting Information](#) for explanation of symbols and abbreviations.
 Elevation Reference: Elevations were interpolated from a topographic site plan.

Notes

Water Level Observations

▽ 18.5' while drilling
 ▽ 25' after drilling

Cave in at 25'

Advancement Method

3 1/4" HSA

Abandonment Method

Boring backfilled with bentonite
 Surface capped with concrete

Drill Rig
 B57

Hammer Type
 Automatic

Driller
 BR

Logged by
 DG

Boring Started
 03-03-2025

Boring Completed
 03-03-2025

Boring Log No. B-3

Model Layer	Graphic Log	Location: See Exploration Plan Latitude: 41.5394° Longitude: -86.3824° Depth (Ft.) Approximate Elevation: 754 (Ft.)	Depth (Ft.)	Water Level Observations	Sample Type	Recovery (In.)	Field Test Results	HP (tsf)	Water Content (%)	Atterberg Limits	
										LL-PL-PI	Organic Content (%)
1		0.3-4" Topsoil SANDY LEAN CLAY (CL) , brown, medium stiff to stiff	753.7								
					X	18	4-4-7 N=11	2.0	24.4		
			5		X	14	3-2-3 N=5	2.0	17.8		
		Becoming gray in sample at about 6 feet			X	18	4-3-4 N=7	1.0	17.8		
			10		X	18	4-6-7 N=13	2.0	17.1		
		12.0									
		LEAN CLAY WITH SILT (CL) , gray, stiff to very stiff	742								
			15		X	16	4-9-9 N=18	2.0	22.2		
2		16.0									
		SANDY LEAN CLAY (CL) , gray, stiff to very stiff	738								
			20		X	18	4-3-5 N=8	1.75	10.7		
			25		X	16	4-3-7 N=10	3.5	10.1		
			30		X	17	5-5-7 N=12	3.5	10.3		
		30.0	724								
		Boring Terminated at 30 Feet									

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (If any).

See [Supporting Information](#) for explanation of symbols and abbreviations.

Elevation Reference: Elevations were interpolated from a topographic site plan.

Notes

Water Level Observations

Groundwater not encountered while drilling

22' after drilling

Cave in at 23'

Advancement Method

3 1/4" HSA

Abandonment Method

Boring backfilled with auger cuttings upon completion.

Drill Rig
B57

Hammer Type
Automatic

Driller
BR

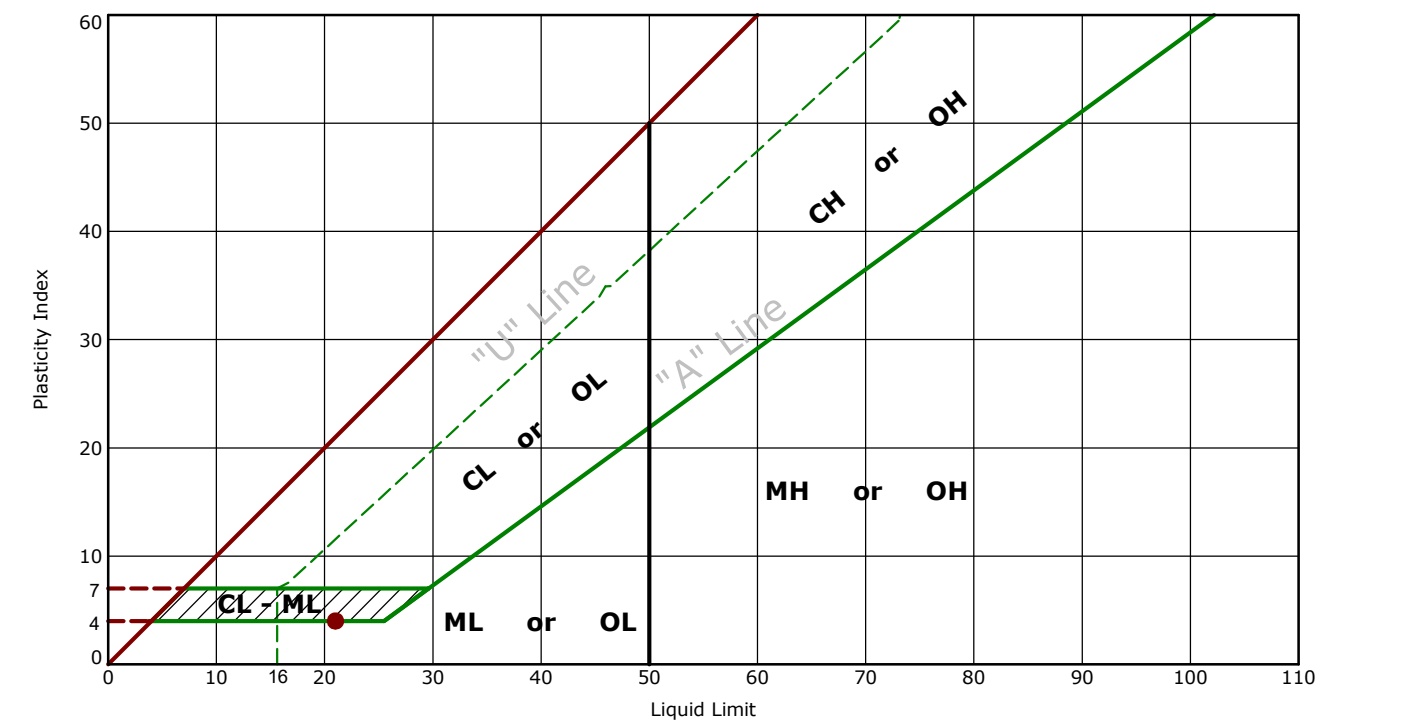
Logged by
DG

Boring Started
03-03-2025

Boring Completed
03-03-2025

Atterberg Limit Results

ASTM D4318



	Boring ID	Depth (Ft)	LL	PL	PI	Fines	USCS	Description
●	B-1	13.5 - 15	21	17	4		ML	SILT

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Supporting Information






Contents:

General Notes

Unified Soil Classification System

Note: All attachments are one page unless noted above.

General Notes

Sampling	Water Level	Field Tests
 Standard Penetration Test	 Water Initially Encountered  Water Level After a Specified Period of Time  Water Level After a Specified Period of Time  Cave In Encountered <p>Water levels indicated on the soil boring logs are the levels measured in the borehole at the times indicated. Groundwater level variations will occur over time. In low permeability soils, accurate determination of groundwater levels is not possible with short term water level observations.</p>	N Standard Penetration Test Resistance (Blows/Ft.) (HP) Hand Penetrometer (T) Torvane (DCP) Dynamic Cone Penetrometer UC Unconfined Compressive Strength (PID) Photo-Ionization Detector (OVA) Organic Vapor Analyzer

Descriptive Soil Classification
Soil classification as noted on the soil boring logs is based Unified Soil Classification System. Where sufficient laboratory data exist to classify the soils consistent with ASTM D2487 "Classification of Soils for Engineering Purposes" this procedure is used. ASTM D2488 "Description and Identification of Soils (Visual-Manual Procedure)" is also used to classify the soils, particularly where insufficient laboratory data exist to classify the soils in accordance with ASTM D2487. In addition to USCS classification, coarse grained soils are classified on the basis of their in-place relative density, and fine-grained soils are classified on the basis of their consistency. See "Strength Terms" table below for details. The ASTM standards noted above are for reference to methodology in general. In some cases, variations to methods are applied as a result of local practice or professional judgment.

Location And Elevation Notes
Exploration point locations as shown on the Exploration Plan and as noted on the soil boring logs in the form of Latitude and Longitude are approximate. See Exploration and Testing Procedures in the report for the methods used to locate the exploration points for this project. Surface elevation data annotated with +/- indicates that no actual topographical survey was conducted to confirm the surface elevation. Instead, the surface elevation was approximately determined from topographic maps of the area.

Strength Terms				
Relative Density of Coarse-Grained Soils (More than 50% retained on No. 200 sieve.) Density determined by Standard Penetration Resistance		Consistency of Fine-Grained Soils (50% or more passing the No. 200 sieve.) Consistency determined by laboratory shear strength testing, field visual-manual procedures or standard penetration resistance		
Relative Density	Standard Penetration or N-Value (Blows/Ft.)	Consistency	Unconfined Compressive Strength Qu (tsf)	Standard Penetration or N-Value (Blows/Ft.)
Very Loose	0 - 3	Very Soft	less than 0.25	0 - 1
Loose	4 - 9	Soft	0.25 to 0.50	2 - 4
Medium Dense	10 - 29	Medium Stiff	0.50 to 1.00	4 - 8
Dense	30 - 50	Stiff	1.00 to 2.00	8 - 15
Very Dense	> 50	Very Stiff	2.00 to 4.00	15 - 30
		Hard	> 4.00	> 30

Relevance of Exploration and Laboratory Test Results
Exploration/field results and/or laboratory test data contained within this document are intended for application to the project as described in this document. Use of such exploration/field results and/or laboratory test data should not be used independently of this document.

Unified Soil Classification System

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests ^A				Soil Classification	
				Group Symbol	Group Name ^B
Coarse-Grained Soils: More than 50% retained on No. 200 sieve	Gravels: More than 50% of coarse fraction retained on No. 4 sieve	Clean Gravels: Less than 5% fines ^C	$Cu \geq 4$ and $1 \leq Cc \leq 3$ ^E	GW	Well-graded gravel ^F
			$Cu < 4$ and/or $[Cc < 1 \text{ or } Cc > 3.0]$ ^E	GP	Poorly graded gravel ^F
		Gravels with Fines: More than 12% fines ^C	Fines classify as ML or MH	GM	Silty gravel ^{F, G, H}
	Sands: 50% or more of coarse fraction passes No. 4 sieve		Fines classify as CL or CH	GC	Clayey gravel ^{F, G, H}
		Clean Sands: Less than 5% fines ^D	$Cu \geq 6$ and $1 \leq Cc \leq 3$ ^E	SW	Well-graded sand ^I
			$Cu < 6$ and/or $[Cc < 1 \text{ or } Cc > 3.0]$ ^E	SP	Poorly graded sand ^I
Fine-Grained Soils: 50% or more passes the No. 200 sieve	Silts and Clays: Liquid limit less than 50		Fines classify as ML or MH	SM	Silty sand ^{G, H, I}
			Fines classify as CL or CH	SC	Clayey sand ^{G, H, I}
		Inorganic:	$PI > 7$ and plots above "A" line ^J	CL	Lean clay ^{K, L, M}
	Silts and Clays: Liquid limit 50 or more		$PI < 4$ or plots below "A" line ^J	ML	Silt ^{K, L, M}
		Organic:	$\frac{LL \text{ oven dried}}{LL \text{ not dried}} < 0.75$	OL	Organic clay ^{K, L, M, N}
					Organic silt ^{K, L, M, O}
Highly organic soils:		Inorganic:	PI plots on or above "A" line	CH	Fat clay ^{K, L, M}
			PI plots below "A" line	MH	Elastic silt ^{K, L, M}
		Organic:	$\frac{LL \text{ oven dried}}{LL \text{ not dried}} < 0.75$	OH	Organic clay ^{K, L, M, P}
	Primarily organic matter, dark in color, and organic odor				Organic silt ^{K, L, M, Q}
				PT	Peat

^A Based on the material passing the 3-inch (75-mm) sieve.

^B If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

^C Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.

^D Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay.

^E $Cu = D_{60}/D_{10}$ $Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$

^F If soil contains $\geq 15\%$ sand, add "with sand" to group name.

^G If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

^H If fines are organic, add "with organic fines" to group name.

^I If soil contains $\geq 15\%$ gravel, add "with gravel" to group name.

^J If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

^K If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

^L If soil contains $\geq 30\%$ plus No. 200 predominantly sand, add "sandy" to group name.

^M If soil contains $\geq 30\%$ plus No. 200, predominantly gravel, add "gravelly" to group name.

^N $PI \geq 4$ and plots on or above "A" line.

^O $PI < 4$ or plots below "A" line.

^P PI plots on or above "A" line.

^Q PI plots below "A" line.

