PROJECT BID PACKAGE FOR PUBLIC WORKS PROJECT NO. ENG2615208022/E008-318 ABANDONED COAL MINE RESTORATION SITE 2326 (YANKEETOWN SLIDE CORRECTION - MAIN AREA AND OLD STATE ROAD 66 AREA) WARRICK COUNTY, INDIANA

MIKE BRAUN, GOVERNOR
STATE OF INDIANA

BRANDON CLIFTON, COMMISSIONER
DEPARTMENT OF ADMINISTRATION

ROBERT GROSSMAN, DIRECTOR
PUBLIC WORKS DIVISION

ALAN MORRISON, DIRECTOR
DEPARTMENT OF NATURAL RESOURCES

PROJECT BID PACKAGE SUBMITTED THROUGH
DIVISION OF FLEET, FACILITY, ASSET MANAGEMENT, ENGINEERING
402 W. WASHINGTON ST., ROOM W271
INDIANAPOLIS, INDIANA 46204

PLANS AND SPECIFICATIONS PREPARED BY
DIVISION OF RECLAMATION
14619 WEST STATE ROAD 48
JASONVILLE, IN 47438
(812) 665-2207 PHONE
AMLCONSTRUCTION@DNR.IN.GOV

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STATE OF INDIANA

Mike Braun, Governor

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

NOTICE TO BIDDERS

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

SECURED ELECTRONIC BIDS FOR:

Public Works Project No. XXX-XXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXX

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

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

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

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

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

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

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

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

Project Manager: _____
Associate State XXXXXX DAPW

Director of Public Works: _____
Director

Pre-Bid Information **XXXXX**
xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

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 a certifying that the bid recognizes all items in all addenda.

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

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

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

I. Each Bidder must file with his bid a completely filled in and executed Bid Bond (DAPW 15A) in accordance with IC 4-13.6-7-5. The bid bond penal sum shall be the minimum amount of 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 fie, plainly marked on the subject line and in the email file with the Name of Bidder, Project Identification, Project Number, Bid Time and Bid Date. Bids shall be rejected if all required documents are not in the single email file.

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

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

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

05 SIGNATURE AFFIDAVIT

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

1. Contractor's Bid (DAPW 13)
2. Non-Collusion Statement (DAPW121)
3. Contractor’s Affidavit of Subs Employed (DAPW 12)
4. MBE/WBE/IVOSB Participation Plan and Good Faith Effort Worksheet (DAPW 26 SUP 2)

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

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

06 WORK BY CONTRACTOR

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

07 SUBSTITUTIONS

The materials, products, systems and equipment described in the bidding documents, construction documents andaddenda 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 substitutewould 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 andavailable to perform the work to which the employment relates; and

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

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

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

09 EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

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

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

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

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

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

A contractor must follow the federal Fair Labor Standards Act of 1938, as amended (29 U.S.C. 201-209) and IC 22-2-2. A contractor must be in compliance with IC 22-3-5-1 and IC 22-3-7-34. A contractor must be in compliance with IC 22-4-1 through IC 22-4-39.5. A contractor must be in compliance with IC 4-13-18.

10 NOTICE OF AWARD

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

B. Prior to execution of the Contract, the successful Bidder shall furnish a completed Domestic Steel Affirmation (DAPW 11) to Public Works Division, Indiana Department of Administration as part of the contract. The Domestic Steel Affirmation is included for Bidder's review but need not be submitted at the time of the bid opening. Definition of Steel Products: "Steel products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

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

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

E. Prior to execution of the Contract, the State of Indiana will issue to the successful Bidder an email letter stating that its bid was the lowest responsible and responsive bid and that the attached electronic format contract document is submitted to Contractor for its consideration. If Contractor finds it in accordance with the bid documents, Contractor will electronically sign the contract within ten (10) calendar days after receipt. Further state agency approvals are required, and Contractor is cautioned that a contract is not binding on the State until it is approved by all signatories required. Failure to execute the proper contract and furnish the ancillary documents shall constitute reason to surrender the bid bond.

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

11 SUMMARY

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

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

B. The Contractor's Bid (DAPW 13)

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

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

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

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

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

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

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

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

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

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

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

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

A. If the bid email subject line and bid form heading does not clearly identify the project number and description; if the name of the Bidder is not clearly indicated in the email and/or if the email is not received and date stamped within the Public Works Division electronic bid receipt mailbox prior to the stated time for receipt of bids.

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

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

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

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

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

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

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

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

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

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

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

AFFIDAVIT OF SUBS EMPLOYED

Public Works Project Number:_____Date:_____

Project Description: _____

Prime Contractor / Designer: _____

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 IVOSB	On Site Y/N

_____being duly sworn upon oath, deposes and says that they are _____of the firm of_____and is familiar with the affidavit herewith and that these entries are complete and true.

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.

_____
NOTARY PUBLIC - SIGNATURE

My Commission Expires: _____

_____
NOTARY PUBLIC PRINTED NAME

(SEAL)

GENERAL BID FOR PUBLIC WORKS - CONTRACTOR'S BID

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

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

INSTRUCTIONS FOR BIDDERS:

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

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

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

Designer Name		Designer Phone #	
Designer Address			

Alternate Bids

Instructions:
Add Alternates Are Not to be included as part of the Base Bid Scope of Work.
Deduct Alternates are items of work that are to be included in the Base Bid Scope of Work and deducted from the project as described herein.
The work shall be as described in Section, ALTERNATES.
Bidder shall provide a response to each alternate specified. Response must indicate the amount to be ADDED to the base bid, DEDUCTED from the base bid, or that there is NO CHANGE.
Failure to respond to all alternates may cause the bid to be rejected.
BIDDER SHALL CHECK APPLICABLE BOX to the right for each listed alternate

Alternate Number		Add		Deduct		No Change		Dollar Amount	
Alternate Number		Add		Deduct		No Change		Dollar Amount	
Alternate Number		Add		Deduct		No Change		Dollar Amount	
Alternate Number		Add		Deduct		No Change		Dollar Amount	
Alternate Number		Add		Deduct		No Change		Dollar Amount	
Alternate Number		Add		Deduct		No Change		Dollar Amount	
Alternate Number		Add		Deduct		No Change		Dollar Amount	
Alternate Number		Add		Deduct		No Change		Dollar Amount	
Alternate Number		Add		Deduct		No Change		Dollar Amount	
Alternate Number		Add		Deduct		No Change		Dollar Amount	

Ethics Compliance.

The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in IC § 4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. If the Contractor has knowledge, or would have acquired knowledge with a reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC §4-2-6-10.5 prior to the execution of this Contract. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission or visit the Inspector General's website at http://www.in.gov/ig/. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

Non-Discrimination Compliance

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

Addenda Recognition

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

Sole Proprietor Signature

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

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

Partnership Signatures

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

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

Corporate Signatures

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

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

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

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)

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

CONTRACT GOALS 7% MBE 5% WBE 3% IVOSB

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

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

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

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

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

By submission of the proposal or bid, the bidder acknowledges and agrees to be bound by the regulatory processes involving the State's MBE, WBE and IVOSB Programs. Questions involving the regulations governing the Plan should be directed to DSD's Compliance Unit at 317/232-3061 or mwbecompliance@idoa.in.gov.

MBE/WBE and IVOSB PARTICIPATION PLAN

BID/PROJECT # _____ DUE DATE_____

BIDDER _____

ADDRESS _____

CITY/STATE/ZIP _____

EMAIL _____

PHONE ( ) _____

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

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

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

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

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

Indiana Department of Administration, Public Works Division
PRIME BIDDER GOOD FAITH EFFORTS (GFE) WORKSHEET

BIDDER NAME _____ BID/PROJECT NUMBER _____

BUSINESS ADDRESS _____

EMAIL _____

PHONE NUMBER _____

CONTRACT GOALS 7% MBE 5% WBE 3% IVOSB

This worksheet is to be used to assist you in meeting the subcontracting participation goals. If your bid does not meet the goals or partially meets the goals, this form, along with the **Request for GFE Review**, shall be submitted with your BID PACKAGE.

Company Name and Address	MBE	WBE	IVOSB	Date of Contact	Date of Response	Goods or Services Requested	Result (Include Price Quote)

DESCRIBE FURTHER EFFORTS:

DSD Assistance	Describe
Advertisement	Describe
Agency Assistance	Describe
Other Criteria	Describe

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

REQUEST FOR GOOD FAITH EFFORTS (GFE) REVIEW

BIDDER NAME _____ BID/PROJECT NUMBER _____

BUSINESS ADDRESS _____

EMAIL _____

PHONE NUMBER _____

BIDDER IS REQUESTING (check all that apply)

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

☐ **Total** ☐ **Partial _____ %**

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

☐ **Total** ☐ **Partial _____ %**

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

☐ **Total** ☐ **Partial _____ %**

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

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

Signature: _____

Printed name & title: _____

FOR AUTHORIZED USE ONLY
Date received: _____
Reviewed by: _____
Date returned to bidder: _____
GOOD FAITH EFFORTS ☐ **Approved** ☐ **Not Approved**
COMMENTS: _____
_____

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:

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

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

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

***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

Corporate Resolution Form
Approved by Attorney General

CERTIFICATE OF CORPORATE RESOLUTION

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

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

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

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

By:_____
(Signature)

(must be signed by principal of organization)

STATE OF }
} SS:
COUNTY OF }

_____

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

My Commission Expires:

_____
NOTARY PUBLIC - SIGNATURE

_____

_____
NOTARY PUBLIC PRINTED NAME

(SEAL)

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:

(i) suspended from work for thirty (30) days;
(ii) directed to a program of treatment or rehabilitation; and
(iii) subject to unannounced drug testing for one (1) year, beginning the day the employee returns to work.

(B) After a second positive test, an employee must be:
(i) suspended from work for ninety (90) days;
(ii) directed to a program of treatment or rehabilitation; and
(iii) subject to unannounced drug testing for one (1) year, beginning the day the employee returns to work.

(C) After a third or subsequent positive test, an employee must be:
(i) suspended from work for one (1) year;
(ii) directed to a program of treatment or rehabilitation; and
(iii) subject to unannounced drug testing for one (1) year, beginning the day the employee returns to work.

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

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

(1) Advises the employee of any program of treatment or rehabilitation covered by insurance provided by the employer.
(2) If the employer does not provide insurance that covers drug treatment or rehabilitation programs, the employer advises the employee of agencies known to the employer that provide drug treatment or rehabilitation programs.

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

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

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

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

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

(A) fails to implement its employee drug testing program during the term of the contract;
(B) fails to provide information regarding implementation of the contractor's employee drug testing program at the request of the agency; or
(C) provides to the agency false information regarding the contractor's employee drug testing program.

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

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

Domestic Steel Affirmation

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

Department of Administration
Public Works
402 West Washington Street, Room W462
Indianapolis, IN 46204
E-mail: publicworks@idoa.in.gov
Website: www.in.gov/idoa

Domestic Steel Affirmation

Project Number:

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

IC 5-16-8-1 Definitions

Sec. 1. (a) The definitions in this section apply throughout this chapter.
(b) "Foundry products" means products cast from ferrous and nonferrous metals by foundries in the United States.
(c) "Person" means a natural person, corporation, limited liability company, partnership, or other business unit or association.
(d) "Public agency" means:
(1) the state of Indiana;
(2) a department, agency, board, commission, or institution of the state of Indiana; or
(3) a county, city, township, school or conservancy district, or other governmental unit or district;
that receives public bids for construction or other public works under Indiana law.
(e) "Steel products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer, or other steel making process.
(f) "United States" refers to the United States of America. The term includes all territory, continental or insular, subject to the jurisdiction of the United States.

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

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

Signature of President:	Printed Name:	Date:
Printed Name of Company:		
Attesting Signature of Vice President / Secretary/ Treasurer:		Date:

CONTRACTOR'S BOND FOR CONSTRUCTION

KNOW ALL MEN BY THESE PRESENT, that _____
(Contractor)
_____of _____
(Address) (City, State)
as principal and_____
(Bonding Company)
_____
(Address) (City, State) (Zip Code)

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

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

_____
(Project Number and Description)

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

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

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

of_____ , 20_____.

By:_____ (Seal)
(Contractor)

By:_____ (Seal)
(Bonding Company)

By:_____
(Attorney-in-fact)

CONTRACTOR'S CERTIFICATE OF INSURANCE

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

NAME AND ADDRESS OF INSURED: _____

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

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

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

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

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

_____
NAME OF INSURANCE COMPANY

_____
ADDRESS

_____
SIGNATURE OF AUTHORIZED REPRESENTATIVE

INDIANA DEPARTMENT OF ADMINISTRATION

PUBLIC WORKS DIVISION

GENERAL CONDITIONS

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

DAPW 26
Rev. 02/23

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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 asa "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 find including costs and expenses for or on account of any patented or unpatented invention, process, article or appliance manufactured or used in the performance of this Contract, including its use by the Owner.

7.9 Tests & Substitution of Materials

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

7.9.2 If, after the commencement of the Work, the Designer, with approval of the Owner in writing, determines that the Work requires special inspection, testing, or approval for which subparagraph 7.9.1 does not provide, 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 <u>not</u> be viewed as justification for delaying the Project unless the Owner can be shown to have breached the Contract. Contractor must employ all reasonable means to execute the Project in a timely manner and in conformance with the Contract Documents even if the Contractor or Designer seeks legal remedy against the Owner for claim of damage.

8.3 Delays and Extensions of Time

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

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

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

9.1 Contract Sum

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

9.2 Schedule of Values

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

9.3 Progress Payments

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

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

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

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

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

9.3.5 The Contractor shall accompany each application for payment request with a certification that 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 herein provided.

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

1. Definitions. The following definition of "Contract Documents" applies throughout this Contract for the State's Public Works Project Number **XXXXX** ("Project").

The term "Contract Documents" shall mean and include the following: this Contract and the Project Bid Package, which includes 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

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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

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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:

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(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.

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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,

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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

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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.

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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

TEMPLATE

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

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

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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.

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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

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

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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

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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

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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.

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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.

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Non-Collusion and Acceptance

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

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: XXXXXXXXXX

By: _____
Printed Name: _____
Title: _____

Date: _____

Department of Administration
Public Works Division

By: _____
Robert Grossman, Director
For IDOA Commissioner if less than $10,000,000

Date: _____

Approved by:
Department of Administration

By: _____(for)
Rebecca Holwerda, Commissioner

Date: _____

Approved by:
State Budget Agency

By: _____ (for)
Zachary Q. Jackson, Director

Date: _____

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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

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

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

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

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

ORIGINAL CONTRACT VALUE	$_____
TOTAL PREVIOUS AMENDMENT VALUE	$_____
PRE-AMENDMENT CONTRACT TOTAL	$_____
[ ] INCREASE/[ ] DECREASE THIS AMENDMENT	$_____
[ ] INCREASE/[ ] DECREASE REMEDIATION ALLOWANCE	$_____
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.***

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

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

MBE or WBE	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT

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

_____

_____

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

TEMPLATE

_____

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.

TEMPLATE

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 **XXXXX**. 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: XXXXXXXXXX

By: _____
Printed Name: _____
Title: _____

Date: _____

Department of Administration
Public Works Division

By: _____
Robert Grossman, Director
For IDOA Commissioner if less than $10,000,000

Date: _____

Approved by:
Department of Administration

By: _____ (for)
Rebecca Holwerda, Commissioner

Date: _____

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)
Zachary Q. Jackson, Director

Date: _____

Approved as to Form and Legality:
Form approval has been granted by the Office of the Attorney General pursuant to IC 4-13-2-14.3(e) on October 5, 2022.
FA 22-48

TEMPLATE

This document prepared and reviewed by:

_____
Counsel, Indiana Department of Administration

TEMPLATE

CONSTRUCTION CONTRACT CHANGE ORDER/AMENDMENT #_

AMENDMENT #_ EXHIBIT A

See Documents to Follow for Exhibit

TEMPLATE

CONSTRUCTION CONTRACT CHANGE ORDER/AMENDMENT #_

AMENDMENT #_ EXHIBIT B

See Documents to Follow for Exhibit

TEMPLATE

CERTIFICATE OF SUBSTANTIAL COMPLETION

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

INDIANA PUBLIC WORKS PROJECT NUMBER:_____

PROJECT NAME:_____

TO: Department of Administration
State of Indiana

THROUGH: Director Public Works

DESIGNER: _____

CONTRACTOR: _____

CONTRACT FOR: _____
(GENERAL, MECHANICAL, ELECTRICAL, OTHER)

CONTRACT DATE: _____ CONTRACTOR P.O.NO:_____

PROJECT OR DESIGNATED AREA SHALL INCLUDE: _____

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

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

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

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

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

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

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

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

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

INDIANA
DEPARTMENT OF NATURAL RESOURCES

DIVISION OF RECLAMATION

ABANDONED MINE LANDS PROGRAM

CONTRACT INFORMATION

SCHEDULE OF BASE BID QUANTITIES
SPECIAL PROVISIONS
ADDITIONAL CONTRACT REQUIREMENTS

FOR

PUBLIC WORKS PROJECT NO.	**ENG2615208022 / E008-318**
AML SITE NO.	**2326**
AML SITE NAME	**YANKEETOWN SLIDE CORRECTION**

SENDHIL S. KUMAR
REGISTERED
No. PE11900632
STATE OF
INDIANA
PROFESSIONAL ENGINEER

February 19, 2025

SECTION 01010

GENERAL REQUIREMENTS

1.01 DESCRIPTION:

A. This project consists of: *This work includes two (2) project areas to correct slide issues at the Yankeetown project site. The work required at the Yankeetown Slide Correction Project - Main Area includes the repair of approximately 3 acres of property impacted by soil slides. The work consists of clearing, grubbing and chipping exisitng vegetation, demolition of site features, including an existing home, its foundation and associated elements. Approximately 53,895 cubic yards of soil will be excavated, as will approximately 6,120 cubic yards of rock (shale). Most of the excavated material will be transported and temporarily stored at an adjacent off-site stockpile location. An underdrain system will be installed in the base of the excavation and the site will be restored by compacting about 43,635 cubic yards of material in the area (which will be obtained from the off-site temporary stockpile), installing stormwater drainage elements, and vegetating the area. The work required for the Yankeetown Slide Correction Project - Old State Road 66 Area requires a road repair that is approximately 350' long and located along Old State Road 66 approximately 1.1 miles East of Yankeetown Road in Yankeetown, I. The project includes the construction of a row of cantilevered soldier piles to correct the slide impact and to reconstruct the roadway per Warrick County standards.*
Both projects require traffic control related efforts
(included for both work areas in the Old State Road 66 pricing) and erosion and sediment control work (included for both work areas in the Main area pricing).

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. Davis-Bacon Wage Scale applies to this project.

E. Questions related to the bid documents shall be submitted to the Project Manager via email no later than **five business days after the pre bid meeting**.

DNR Project Manager: Brandy Gibson, cgibson@dnr.in.gov , ***317-416-0059***

1.02 BID:

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

The Supplemental Unit Price Sheet provided in the bidding documents shall be included with the submitted bid.

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.

Property Contact: Shannon Baumgart, rakes@dnr.in.gov, 812-699-3990

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 measurements 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 REMEDIATION ALLOWANCE:

Contractor shall include an allowance of **$ 207,500** in the bid for remediation of unforeseen constraints.

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

All remediation work shall be authorized in writing prior to execution.

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

1.10 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.

1.11 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 SAFTEY, REGULATORY REQUIREMENTS, and SPECIAL PROVISIONS:

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.

Permits secured by the Owner include:

- Clean Water Act, Section 401 Water Quality Certification
- Clean Water Act, Section 404 USACE
- NEPA: USF&W Section 7 Review (Endangered Species)
- Archaeology Review – Indiana DNR, Division of Historic Preservation and Archaeology
- NPDS Permit (to be requested after contract is issued)

Note: Trees can be cut from October 1 to March 31. Bat roosting season does not allow trees to be cut from April 1 – September 30.

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

PUBLIC WORKS PROJECT NO. E008-318

This document shall be examined to determine that each page set out in the Contract Information Table of Contents is attached, legible, and current.

TABLE OF CONTENTS	NUMBER OF PAGES
PROJECT INFORMATION	2
SAFETY FACT SHEET	1
SCHEDULE OF BASE BID QUANTITIES	2
SPECIAL PROVISIONS	85

2024 AML Standard Specifications are hereby included in the Contract by reference and can be obtained from:

https://www.in.gov/dnr/reclamation/abandoned-mines/aml-contractors-and-bidding/

Additional reference material may be available on the Division of Engineering's website at:

https://www.in.gov/dnr/engineering/bidding/

The reference material may include, but is not limited to Permits, Asbestos Reports, and Addenda. The Contractor shall consider the available reference material in preparation of their bid.

PRE-BID CONTACT

DAPW PROJECT MANAGER:

BRANDY GIBSON
DIVISION OF RECLAMATION
14619 WEST STATE ROAD 48
JASONVILLE, IN 47438
(812) 665-2207 PHONE
(812) 665-5041 FAX
CGIBSON@DNR.IN.GOV

POST-BID CONTACTS

AML PROJECT MANAGER:

JAY AKES
(812) 665-2207
RAKES@DNR.IN.GOV

AML PROJECT ENGINEER:

CHRIS HOSTETLER
(812) 665-2207
CHOSTETLER@DNR.IN.GOV

AML ENVIRONMENTAL SPECIALIST:

DAN HILLMAN
(812) 665-2207
DHILLMAN@DNR.IN.GOV

PROJECT INFORMATION

Public Works Project Number:	E008-318
AML Site Number:	2326
AML Site Name:	Yankeetown Slide Correction Main Area and Old State Road 66 Area
Location Description:	Section 14, Township 7 South, Range 8 West, West of Yankeetown, Anderson Township, Warrick County, Indiana (Also See Title Sheet in Plans)
Plans (Pick One):	☒ 24 X 36 ☐ 11 X 17 ☐ 8.5 X 11
Plan Revision Date:	
Mobilization/Demobilization:	☒ Yes ☐ No
Construction Engineering:	☒ Yes ☐ No
Special Provisions:	☒ Yes ☐ No
Project Completion Time:	365 Calendar Days
Liquidated Damages for Late Completion:	$1,000/Calendar Day
Remediation Allowance:	$207,500

Scope of Project:
This work includes two (2) project areas to correct slide issues at the Yankeetown project site.

The work required at the Yankeetown Slide Correction Project - Main Area includes the repair of approximately 3 acres of property impacted by soil slides. The work consists of clearing, grubbing and chipping exisitng vegetation, demolition of site features, including an existing home, its foundation and associated elements. Approximately 53,895 cubic yards of soil will be excavated, as will approximately 6,120 cubic yards of rock (shale). Most of the excavated material will be transported and temporarily stored at an adjacent off-site stockpile location. An underdrain system will be installed in the base of the excavation and the site will be restored by compacting about 43,635 cubic yards of material in the area

(which will be obtained from the off-site temporary stockpile), installing stormwater drainage elements, and vegetating the area.

The work required for the Yankeetown Slide Correction Project - Old State Road 66 Area requires a road repair that is approximately 350’ long and located along Old State Road 66 approximately 1.1 miles East of Yankeetown Road in Yankeetown, I. The project includes the construction of a row of cantilevered soldier piles to correct the slide impact and to reconstruct the roadway per Warrick County standards.

Both projects require traffic control related efforts (included for both work areas in the Old State Road 66 pricing) and erosion and sediment control work (included for both work areas in the Main area pricing).

Designer:

Sendhil Kumar, P.E.
Atlas Technical Consultants
7988 Centerpoint Drive,
Suite 100
Indianapolis, IN 46256
(317) 849-4990 Phone
(317) 849-4278 Fax
sendhil.kumar@oneatlas.com

SCHEDULE OF SUPPLEMENTAL UNIT PRICES
SITE 2326 - YANKEETOWN SLIDE CORRECTION PROJECT - BOTH PROJECT AREAS
PROJECT NO. ENG2615208022 E008-318

Unknown site conditions or design changes will have an impact on the amount of labor and materials required to complete this contract according to the plans and specifications. Therefore, the contractor shall prepare his lump sum bid based on the estimated dimensions or quantities provided in the plans and specifications. The contractor agrees to accept the following unit prices to adjust the amount of the contract, if actual site conditions or later changes in the design require quantities more than or less than those estimated. These unit prices shall be submitted with the lump sum bid.

1. 207: SUBGRADE TREATMENT, TYPE IC…… $ _____/SYS
2. 214: GEOGRID, TYPE IB…… $ _____/SYS
3. 301: COMPACTED AGGREGATE, NO. 53…… $ _____/CYS
4. 303: COMPACTED AGGREGATE, NO. 53…… $ _____/TON
5. 306: MILLING, TRANSITION…… $ _____/SYS
6. 401: JOINT ADHESIVE, SURFACE…… $ _____/LFT
7. 401: JOINT ADHESIVE, INTERMEDIATE…… $ _____/LFT
8. 401: LIQUID ASPHALT SEALANT…… $ _____/LFT
9. 402: HMA SURFACE, TYPE B, 9.5MM…… $ _____/TON
10. 402: HMA INTERMEDIATE, TYPE B, 19.0MM…… $ _____/TON
11. 406: ASPHALT FOR TACK COAT…… $ _____/TON
12. 408: CRACKS IN ASPHALT PAVEMENT, FILL…… $ _____/TON
13. 607: PAVED SIDE DITCH, A…… $ _____/LFT
14. NITROGEN…… $ _____/LBS
15. PHOSPHATE…… $ _____/LBS
16. POTASH…… $ _____/LBS
17. 621: SODDING…… $ _____/SYS
18. 701: CORED HOLE IN ROCK, 30 IN. …… $ _____/LFT
19. 701: DRILLED HOLE ABOVE ROCK…… $ _____/LFT
20. 702: CONCRETE, CLASS, A …… $ _____/CYS
21. 711: STRUCTURAL STEEL…… $ _____/LBS
22. 801: ROAD CLOSURE SIGN ASSEMBLY…… $ _____/EACH
23. 801: DETOUR ROUTE MARKER ASSEMBLY…… $ _____/EACH
24. 801: CONSTRUCTION SIGN, A…… $ _____/EACH
25. 801: BARRICADE, III-B…… $ _____/LFT
26. 808: LINE, PAINT, SOLID, WHITE, 4 IN.…… $ _____/LFT
27. 808: LINE, PAINT, SOLID, YELLOW, 4 IN.…… $ _____/LFT
28. ROCK CHECK DAMS…..... $ _____/EACH
29. STRAW BALE CHECK DAMS…..... $ _____/EACH
30. SILT FENCE…..... $ _____/LFT
31. FILTER TUBE…..... $ _____/LFT
32. CONCRETE WASHOUTS…..... $ _____/EACH
33. RIPRAP, CLASS 1…..... $ _____/TONS
34. GEOTEXTILE UNDER RIPRAP AND GRAVEL…..... $ _____/SYS

35.	TEMPORARY EROSION CONTROL BLANKET….....	$ _____/SYS
36.	COARSE AGGREGATE, NO. 2….....	$ _____/TONS
37.	COARSE AGGREGATE, NO. 8….....	$ _____/TONS
38.	COARSE AGGREGATE, NO. 53….....	$ _____/TONS
39.	PERFORATED 6-INCH HDPE PIPE….....	$ _____/LFT
40.	PERFORATED 8-INCH HDPE PIPE….....	$ _____/LFT
41.	SOLID 12-INCH HDPE PIPE….....	$ _____/LFT
42.	6-INCH CLEANOUTS, NONPERFORATED….....	$ _____/EACH
43.	8-INCH CLEANOUTS, NONPERFORATED….....	$ _____/EACH
44.	UNDERDRAIN OUTLET PROTECTOR….....	$ _____/EACH
45.	CORRUGATED 18-INCH HDPE PIPE….....	$ _____/LFT

COMPANY NAME: _____

SIGNATURE OF BIDDER: _____

DATE _____

Schedule of Base Bid Quantities
Site 2326 - Yankeetown Slide Correction - Main Area
Project No. E008-318

Item Number	Item	Base Bid Quantity	Unit
1.	ROCK CHECK DAMS	9	EACH
2.	STRAW BALE CHECK DAMS	12	EACH
3.	SILT FENCE	2,500	LF
4.	FILTER TUBE	905	LF
5.	CONCRETE WASHOUTS	6	EACH
6.	PAVED SIDE DITCH, A	360	LF
7.	RIPRAP, CLASS 1	730	TONS
8.	GEOTEXTILE UNDER RIPRAP AND GRAVEL	6,620	SYS
9.	SODDING	110	SYS
10.	NITROGEN	582	LBS
11.	PHOSPHATE	1,382	LBS
12.	POTASH	1,601	LBS
13.	TEMPORARY EROSION CONTROL BLANKET	745	SYS
14.	COARSE AGGREGATE, NO. 2	1,990	TONS
15.	COARSE AGGREGATE, NO. 8	400	TONS
16.	COARSE AGGREGATE, NO. 53	400	TONS
17.	PERFORATED 6-INCH HDPE PIPE	1,410	LF
18.	PERFORATED 8-INCH HDPE PIPE	790	LF
19.	SOLID 12-INCH HDPE PIPE	30	LF
20.	6-INCH CLEANOUTS, NONPERFORATED	26	EACH
21.	8-INCH CLEANOUTS, NONPERFORATED	8	EACH
22.	UNDERDRAIN OUTLET PROTECTOR	1	EACH
23.	CORRUGATED 18-INCH HDPE PIPE	60	LF

Schedule of Base Bid Quantities
Site 2326 - Yankeetown Slide Correction - Old State Road 66 Area
Project No. E008-318

Item Number	Item	Base Bid Quantity	Unit
1.	207: SUBGRADE TREATMENT, TYPE IC	778	SYS
2.	214: GEOGRID, TYPE IB	1,854	SYS
3.	301: COMPACTED AGGREGATE, NO. 53	1,608	CYS
4.	303: COMPACTED AGGREGATE, NO. 53	78	TON
5.	306: MILLING, TRANSITION	266	SYS
6.	401: JOINT ADHESIVE, SURFACE	354	LFT
7.	401: JOINT ADHESIVE, INTERMEDIATE	250	LFT
8.	401: LIQUID ASPHALT SEALANT	354	LFT
9.	402: HMA SURFACE, TYPE B, 9.5MM	77	TON
10.	402: HMA INTERMEDIATE, TYPE B, 19.0MM	94	TON
11.	406: ASPHALT FOR TACK COAT	1	TON
12.	408: CRACKS IN ASPHALT PAVEMENT, FILL	0.1	TON
13.	607: PAVED SIDE DITCH, A	150	LFT
14.	NITROGEN	60	LBS
15.	PHOSPHATE	143	LBS
16.	POTASH	165	LBS
17.	621: SODDING	44	SYS
18.	701: CORED HOLE IN ROCK, 30 IN.	912	LFT
19.	701: DRILLED HOLE ABOVE ROCK	1,275	LFT
20.	702: CONCRETE, CLASS, A	348	CYS
21.	711: STRUCTURAL STEEL	360,500	LBS
22.	801: ROAD CLOSURE SIGN ASSEMBLY	6	EACH
23.	801: DETOUR ROUTE MARKER ASSEMBLY	19	EACH
24.	801: CONSTRUCTION SIGN, A	14	EACH
25.	801: BARRICADE, III-B	80	LFT
26.	808: LINE, PAINT, SOLID, WHITE, 4 IN.	708	LFT
27.	808: LINE, PAINT, SOLID, YELLOW, 4 IN.	708	LFT

UNIQUE SPECIAL PROVISIONS
YANKEETOWN SLIDE CORRECTION - OLD STATE ROAD 66 AREA
(APPLICABLE TO BOTH PROJECT AREAS IF NOTED)

SPECIFICATIONS

Where there is reference in these Specifications to "INDOT Standard Specifications", it shall be understood to refer to the Indiana Department of Transportation Standard Specifications, 2024 edition. It is the intent of these specifications to follow closely with INDOT Standard Specifications, especially in regards to the Detailed Construction Specifications.

Any reference in the INDOT Standard Specifications to the "Department" shall be understood to mean the Indiana Department of Natural Resources. Likewise, a reference to any State Governmental entity shall be understood to mean the corresponding local entity or office.

The succeeding provisions are a part of these specifications, the same as herein fully set forth.

203-R-765 PROOFROLLING REQUIREMENTS

(Adopted 08-17-23)

The Standard Specifications are revised as follows:

SECTION 203, BEGIN LINE 1268, DELETE AND INSERT AS FOLLOWS:

203.26 Proofrolling

When proofrolling is specified *for a material*, ~~the work~~*it* shall be performed with an on-highway dump truck with a minimum tire pressure of 90 psi. *Drop axles, if equipped, shall be in the raised position. The operating speed of the dump truck shall not exceed 2 mph.*

~~Proofrolling for original ground or embankment construction shall be performed using a dump truck weighing at least 15 t. Proofrolling for subgrade preparation shall be performed using a dump truck weighing at least 33 t. All proofrolled surfaces shall be covered completely with a single pass. Operating speed of the proofrolling truck shall not exceed 2 mph.~~

~~Deflections or rutting in excess of 1/2 in. shall require remediation of the surface as directed. Deflection or rutting in excess of 3 in. shall require corrective remediation measures and the Department's Geotechnical Engineering Division will be contacted. Proofrolling shall be performed after remediation measures on embankment or subgrade prior to the placement of additional material. There shall be one or two complete coverages as directed. Roller marks, irregularities, or failures shall be corrected~~*All materials in the area requiring proofrolling shall be traversed with as many passes as necessary to achieve coverage of the area. A pass will be defined as a single trip of the dump truck in one direction on the material surface area. Coverage will be defined as the entire width and length of the material surface area required to be proofrolled having been in contact with the pneumatic tires of the dump truck.*

The weight of the dump truck and measured deflection or rutting shall be as follows:

Material Requiring Proofrolling	*Dump Truck Weight, minimum*	*Allowable Deflection or Rutting*
Original ground or embankment foundation	*15 t*	*≤ 1 in.**
Embankment construction, subgrade, or subbase	*33 t*	*≤ 1/2 in.*
Cement stabilized subgrade soil in accordance with 219	*33 t*	*≤ 1/4 in.*
* *The Department's Geotechnical Engineering Division will be contacted for deflection or rutting greater than 5 in.*		

When the measured deflection or rutting exceeds the allowable values for the respective material listed in the table above, the Contractor shall repair or remediate the material to bring it in compliance with the specifications. Upon completion of the remediation or repair of the material, proofrolling shall be performed again and deflections or rutting rechecked for compliance with the table above. This process shall be

repeated until the measured deflection or rutting complies with the specification, prior to the placement of additional material.

Roller marks, irregularities, or failures shall be corrected prior to placement of subsequent work.

203-R-786 EXCAVATION AND EMBANKMENT

(Adopted 10-19-23)

The Standard Specifications are revised as follows:

SECTION 203, BEGIN LINE 761, INSERT AS FOLLOWS:

203.18 Embankment Construction

Embankment construction shall consist of constructing roadway embankments, including preparation of the areas upon which they are to be placed; the construction of dikes within or outside the right-of-way; the placing and compacting of approved material within roadway areas where unsuitable material has been removed; and the placing and compacting of embankment material in holes, pits, and other depressions within the roadway area. Only approved materials shall be used in the construction of embankment backfill. Recycled concrete pavement *processed into coarse aggregate* shall be from past documented Department projects. RAP shall be the product resulting from the cold milling or crushing of an existing HMA pavement. Rocks, broken concrete, RAP, or other solid materials shall not be placed in embankment areas where piling is to be placed or driven.

Recycled concrete pavement *processed into coarse aggregate* shall meet the gradation requirements of B borrow in accordance with 904.06. Construction requirements shall be in accordance with 203.20(a) or 211.03.

SECTION 203, BEGIN LINE 786, DELETE AND INSERT AS FOLLOWS:

Recycled concrete pavement *processed into coarse aggregate* and RAP shall not be mixed together or with other materials. When two or more approved materials are allowed for one embankment, materials shall be separated with a layer of geotextile in accordance with 918.02(c), Type 2A. Geotextile used between recycled material lifts shall be included in the cost of the embankment pay item.

Recycled concrete pavement *processed into coarse aggregate* or RAP shall only be used below the elevation of the pavement underdrains. Compacted lift thickness for RAP shall not be greater than 6 in. within the top 5 ft of the embankment. Where the depth of the embankment exceeds 5 ft, the compacted lift thickness for RAP shall not be greater than 12 in. Recycled concrete pavement *processed into coarse aggregate* and RAP shall not be used within 2 ft of the water table.

Recycled concrete pavement *processed into coarse aggregate* shall be constructed in accordance with 203.20. RAP shall be constructed in accordance with 203.23 or 203.24. Proofrolling in accordance with 203.26 shall be performed to cover the entire grade for every 5 ft of fill.

A geotextile in accordance with 918.02(c), Type 2B shall be placed in accordance with 214 prior to the placement of subgrade treatment Type IC~~,~~ *or* Type II~~, or Type IV~~ in accordance with 207 when recycled concrete pavement *processed into coarse aggregate* or RAP is used for embankment construction. Recycled concrete pavement *processed into coarse aggregate* or RAP shall not be used for embankment construction when subgrade Type I, Type IBC, or Type IBL is specified. Geotextile shall be placed completely covering the top of the embankment. A minimum 24 in. soil encasement shall be constructed concurrently with the recycled concrete pavement *processed into coarse aggregate* or RAP

lift. The soil encasement shall be suitable for vegetation growth and shall be constructed in accordance with 203.09.

207-R-781 SUBGRADE TREATMENT

(Adopted 10-19-23)

SECTION 207, BEGIN LINE 9, DELETE AND INSERT AS FOLLOWS:

207.02 Materials

Materials shall be in accordance with the following:

Coarse Aggregate, Class D or Higher,
Size No. ~~5, 8, 43,~~ 53~~, or 73~~ 904.03
Fly Ash, Class C.....901.02
~~Geocell Confinement System.....918.04~~
~~Geogrid, Type IB .....918.05~~
~~Geotextile Properties for Pavement or~~
~~Subgrade Stabilizations.....918.02(c)~~
~~Geotextile .....918.02~~
Lime .....913.04(b)
Portland Cement, Type I .....901.01(b)
Portland-Limestone Cement, Type IL .....901.01(b)
Water 913.01

~~Air-cooled blast furnace slag shall not be used for subgrade treatment Type ID, Type IV, and Type IVA.~~

Soil Property	Test Method	Requirements
Dry Weight Organic Material	AASHTO T 267	≤ 3%
Max Dry Density	AASHTO T 99	≥ 100 pcf
Liquid Limit	AASHTO T 89	≤ 50
Soluble Sulfate	ITM 510	≤ 1000 ppm
Notes: Only soils meeting ~~these~~*the above* requirements will be allowed within the specified thickness of the subgrade treatment in cut sections. Only soils meeting ~~these~~*the above* requirements will be allowed within 24 in. of the finished subgrade elevation in fill sections.		

Recycled concrete pavement processed into *coarse* aggregate-sized material*, No. 53, and ACBF* shall not be used as coarse aggregate in ~~any~~ subgrade treatment ~~types~~*when an underdrain is specified*.

CONSTRUCTION REQUIREMENTS

207.03 Construction Requirements

(a) Subgrade Construction Methods

The subgrade shall be constructed ~~uniformly~~ transversely across the width of the pavement including shoulders or curbs *in a uniform manner* unless shown otherwise on the plans, by one of the following methods:

1. chemical modification in accordance with 215,

2. aggregate No. 53 in accordance with 301, *or*

~~3. geosynthetic in accordance with 214 placed under coarse aggregate in accordance with 301, or~~

4*3*. soil compaction to 100% of maximum dry density.

~~Longitudinally, the treatment may vary depending on the method of construction.~~

(b) General Requirements

All rock greater than 3 in. shall be removed or broken off and placed at least 6 in. below the specified subgrade. Holes or depressions resulting from the removal of unsuitable material shall be filled with soils in accordance with 207.02*, structure backfill,* or B borrow and compacted in accordance with 203.23.

Coal within the specified thickness of the subgrade shall be excavated if directed~~,~~ and disposed of in accordance with 202.02.

SECTION 207, BEGIN LINE 69, DELETE AND INSERT AS FOLLOWS:

~~Finishing within this tolerance by blading or other mechanical means without the use of side forms will be allowed. If these methods do not finish within this tolerance, side forms shall be used.~~

207.04 Subgrade Treatment Types

The subgrade treatment type shall be as specified on the contract plans. If required, the subgrade foundation shall be corrected as directed by the Engineer prior to subgrade treatment.

Type	Subgrade Description
I	24 in. of soil compacted in accordance with 203.23
~~IA~~	~~[blank]~~
IBC	14 in. chemical soil modification using cement
IBL	14 in. chemical soil modification using lime
IC	12 in. coarse aggregate No. 53 in accordance with 301
~~ID~~	~~12 in. coarse aggregate with Type 2B geotextile in accordance with 918.02(c)~~
II	6 in. coarse aggregate No. 53 in accordance with 301
III	In-place compaction in accordance with 203.23
~~IV~~	~~12 in. coarse aggregate No. 53 with Type IB geogrid in accordance with 214~~
~~IVA~~	~~12 in. coarse aggregate with geocell confinement system in accordance with 214~~
V	3 in. of subgrade excavated and replaced with 3 in. coarse aggregate No. 53

~~Type ID subgrade treatment shall be constructed with 9 in. of coarse aggregate No. 53 over 3 in. of coarse aggregate No. 5 or No. 8. Geotextile Type 2B in accordance with 918.02(c) shall be placed above and below the layer of No. 5 or No. 8 coarse aggregate~~*Prior to placement of the 3 in. coarse aggregate No. 53 as part of the subgrade treatment Type V, the grade shall be proofrolled, and then the coarse aggregate shall be*

compacted to 100% prior to the placement of the pavement.

In areas where shallow utilities are encountered or chemical modification is not allowed, the Contractor may submit a request to the Engineer to substitute Type IC for Type IBC or Type IBL. *Oscillatory rollers in accordance with 409.03(d)5 shall be operated at locations indicated on the plans but the vertical impact force capability shall not be used.*

SECTION 207, BEGIN LINE 96, DELETE AND INSERT AS FOLLOWS:

In sections where rock, shale, sandstone or its mixtures are encountered, these materials shall be undercut ~~24~~*12* in. below the subgrade ~~elevation~~*surface* and replaced with coarse aggregate No. 53~~ or No. 73~~ and compacted in accordance with 301.06. ~~Geotextiles used shall be in accordance with 918.02.~~ *Type IBC and Type IBL will not be allowed when shallow rock is encountered within 12 in. from the bottom of the subgrade treatment. Type IC shall be used in areas where shallow rock is encountered.*

All irregularities and holes shall be graded with ~~either~~ coarse aggregate No. 53~~ or No. 73~~. ~~If an aggregate base is part of the HMA pavement structure, the 24 in. excavation depth shall be reduced by the thickness of the aggregate base.~~

~~The 3 in. compacted aggregate as part of the subgrade treatment Type V shall be compacted to 100% prior to the placement of the pavement.~~

SECTION 207, BEGIN LINE 118, DELETE AND INSERT AS FOLLOWS:

~~Geosynthetic specified for use in addition to that required for the specified subgrade treatment will be measured in accordance with 214.05.~~

The undercutting of rock, where encountered, will be measured in accordance with 203.27(b).

Testing, sampling, *proofrolling,* coarse aggregates, chemicals for modification, water, *and* excavation~~, geogrid, geotextile, and geocell confining system~~ for specified subgrade treatment types will not be measured.

SECTION 207, BEGIN LINE 143, DELETE AND INSERT AS FOLLOWS:

The cost of subgrade treatments including testing, sampling, *proofrolling,* coarse aggregates, chemicals for soil modification with cement or lime, water, *and* excavation~~, geogrid, geotextile and geocell confinement system~~ for specified subgrade treatment types shall be included in the cost of the pay item.

The cost of excavation and grading of existing railroad ballast and railroad bed material shall be included in the cost of subgrade treatment, Type V.

~~Geosynthetic specified for use in addition to that required for the specified subgrade treatment will be paid for in accordance with 214.06.~~

SECTION 301, BEGIN LINE 15, DELETE AS FOLLOWS:

301.02 Materials

Materials shall be in accordance with the following:

Coarse Aggregate, Class D or Higher 904.03
Geosynthetic Materials.....918

~~ACBF shall not be used for subgrade treatment Type ID, Type IV, and Type IVA.~~

214-R-784 GEOSYNTHETICS

(Adopted 10-19-23)

The Standard Specifications are revised as follows:

SECTION 214, BEGIN LINE 33, DELETE AND INSERT AS FOLLOWS:

(a) Geotextile as a Drainage Blanket

Geotextile shall be stored in such a manner as to prevent exposure to direct sunlight and damage by other construction activities. Geotextile shall be placed taut and transversely after backfilling all wheel tracks. ~~Geotextile shall be overlapped by 3 ft and sewn in accordance with the manufacturer's guidelines.~~

Coarse aggregate No. 2 or No. 5 shall be placed as directed and encapsulated with geotextile. Coarse aggregate shall be placed by spreading dumped material over previously placed material with light equipment in such a manner as to prevent damage to the geotextile. Dumping of coarse aggregate will be allowed on the initial working platform. *Geotextile shall be overlapped by 3 ft and sewn in accordance with the manufacturer's guidelines.* The overlap shall be staggered throughout the roadway profile. Coarse aggregate shall be placed to the full required thickness and compacted before any loaded trucks are allowed on the blanket. *Coarse aggregate shall be covered with a layer of geotextile.* The drainage blanket shall have positive drainage.

SECTION 214, BEGIN LINE 54, INSERT AS FOLLOWS:

(b) Geotextile Placement for Pavement, Subgrade, or Embankment

The subgrade or embankment shall be proofrolled in accordance with 203.26 and any defect or rut shall be repaired as directed prior to the geotextile placement. Geotextile shall be placed taut, without wrinkles and stretched in tension. Coarse aggregate shall be placed with a minimum disturbance to grade. Any damage to geotextile shall be repaired in accordance with 214.03(a). The remaining grade shall be constructed in accordance with *203 and* 207. *Geotextile shall be placed on top of the subgrade. Geotextile shall not be used directly below HMA.* Geotextile for pavement, subgrade, or embankment shall be in accordance with 918.02(c).

SECTION 214, BEGIN LINE 83, DELETE AND INSERT AS FOLLOWS:

When geogrid is specified for subgrade, proofrolling shall be performed in accordance with 203.26 prior to placing the geogrid. Deflection or rutting shall not exceed 1 in. Any defect shall be repaired as directed. *Geogrid shall be placed as directed.* ~~The first 6 in. of~~ c*C*oarse aggregate No. 53 shall be spread *6 in. to 12 in. thick* and compacted with a *minimum* ~~10~~*15* t roller in static mode. Spreading and compaction of the aggregate *in accordance with 301* shall be performed so that the aggregate and geogrid are interlocked. ~~The second 6 in. of coarse aggregate No. 53 shall be constructed in accordance with 301.~~

SECTION 214, BEGIN LINE 113, DELETE AND INSERT AS FOLLOWS:

(d) Geocell Confinement System

The Contractor shall construct the grade in accordance with 203. A layer of geotextile shall be placed in accordance with 214.03(b) *when recommended* and shall be anchored at the roadway edge when widening or when intersecting an existing roadway. The geocell confinement system, GCS, shall be placed and anchored as shown on the plans, or as directed. The GCS shall be oriented with the smaller cell dimension perpendicular to

the roadway. The Contractor shall ensure that the GCS is anchored vertically and the geocell shall be filled with a minimum of 4 in. of coarse aggregate No. 53~~ or No. 73~~. On top of the GCS, 8 in. of No. 53 ~~or No. 73~~ shall be placed for a total aggregate thickness of 12 in. The aggregate shall be back dumped and compacted with a light roller in accordance with 301. No trucks or construction vehicles will be allowed on the GCS. A light tracked bulldozer or other equipment may be used as directed. The 6 in. lift above GCS shall be compacted with low frequency and amplitude, with a minimum of six passes. The remaining aggregate shall be placed and compacted lightly. Efforts shall be made to ensure that the geotextile and GCS are in tension.

The Contractor may propose an alternate means of providing a typical section for the GCS, and shall submit the proposal to the Engineer for review and approval. The proposal shall be certified by a professional engineer registered in the State of Indiana.

~~GCS shall be constructed in accordance with 207 and 214.~~

SECTION 214, BEGIN LINE 142, DELETE AND INSERT AS FOLLOWS:

214.05 Method of Measurement

Geotextile for pavement, subgrade, embankment, and moisture management will be measured by the square yard, for the type specified. Geotextile for coarse aggregate and drainage blankets will be measured in accordance with ~~301 and~~ 616, respectively. Geogrid *for foundation, embankment, and subgrade* will be measured by the square yard, for the type specified. The quantity will be computed based on the total area of geosynthetics shown on the plans. The aggregate used for the embankment foundation improvement will be measured in accordance with 301.09. ~~The geogrid reinforced subgrade, GCS, and the excavation required to place the GCS will be measured in accordance with 207.05.~~*GCS will be measured by the square yard. The aggregates used for GCS and the excavation required will be measured in accordance with 301.*

214.06 Basis of Payment

The accepted quantity of geotextile will be paid for at the contract unit price per square yard per type of geotextile. Geotextile for subgrade and geotextile for embankment will be paid for as geotextile for pavement, for the type specified, at the contract unit price per square yard. The accepted quantities of geogrid will be paid for at the contract unit price per square yard per type of geogrid. The aggregates will be paid for in accordance with 301.10. ~~The geogrid reinforced subgrade will be paid for in accordance with 207.06.~~ *The accepted quantities of geocell will be paid for at the contract unit price per square yard.*

SECTION 214, AFTER LINE 164, INSERT AS FOLLOWS:

Geocell Confinement System.....SYS

SECTION 214, BEGIN LINE 172, DELETE AND INSERT AS FOLLOWS:

The cost of furnishing the materials, manufacturer's representative, all labor and equipment required for furnishing and placing the geotextile, ~~or~~ geogrid, *or GCS,* all work necessary to establish grades, geogrid splices, overlaps, stakes or pins, supplemental product test data, and patching or replacement of damaged geotextile or geogrid shall be included in the cost of this work.

The geocell confinement system, anchors, restraint clips, pins, *and* necessary incidentals required to provide a complete in place system~~, and the Type 2B geotextile if required for the GCS,~~ shall be included in the cost of ~~subgrade treatment in accordance with 207.06~~*GCS*.

711-B-315 STEEL STRUCTURES

(Revised 05-20-23)

The Standard Specifications are revised as follows:

SECTION 711, BEGIN LINE 1118, INSERT AS FOLLOWS:

711.68 Structural Steel Cutting, Rivet and Bolt Removal, and Drilled Bolt Holes in Repair Projects

Field cutting of structural steel shall be done as shown on the plans or as directed. *Flame cutting shall not be performed unless approved by the Engineer*.

Rivets or bolts connecting steel at locations shown on the plans or as directed shall be removed. This work shall be done in a manner that does not damage the surrounding steel. If necessary, such work shall be done by drilling.

Bolt holes shall be drilled as directed in the field. A bolt hole is a hole required for one bolt drilled through any number and thicknesses of metal plates.

711-R-758 WELDING SPECIFICATIONS

(Revised 05-20-23)

The Standard Specifications are revised as follows:

SECTION 711, BEGIN LINE 473, DELETE AND INSERT AS FOLLOWS:

711.32 Welds

Welding of steel shall be done only as shown on the plans or as specified and only with specific approval. Welding may be performed to remedy minor defects, if approved. No temporary or permanent welds, if not shown on the plans or otherwise specified, shall be made without specific written authorization.

(a) AWS Requirements

Welding of steel bridges and bridge components, *including high performance steels*, shall be performed in accordance with AASHTO/AWS D1.5 Bridge Welding Code, hereinafter referred to as the Bridge Welding Code. Welders, welding operators, and tack welders shall be qualified in accordance with Bridge Welding Code, Clause 7, Part B.

When welding steel structural or steel non-structural tubing or steel structural supports for highway signs, luminaires, or traffic signals, it shall be performed in accordance with AWS D1.1 Structural Welding Code – Steel, hereinafter referred to as AWS D1.1. Welders, welding operators, and tack welders shall be qualified in accordance with AWS D1.1, Clause 6, Part C.

Welding procedure specifications shall be submitted to the Engineer with fully documented and accepted procedure qualification records for approval prior to any welding operations.

In general, post weld heat treatment will not be required. The use of such post weld heat treatment will require additional qualification testing.

~~**(b) Welding of High Performance Steel**~~***Blank***

~~All welding on high performance steel shall be in accordance with the Bridge Welding Code, except as modified herein and by the AASHTO Guide Specification for Highway Bridge Fabrication with HPS 70W Steel, hereinafter referred to as the Guide.~~

~~Only submerged arc welding, SAW, and shielded metal arc welding, SMAW, processes will be allowed. Consumable handling requirements shall be in accordance with the Bridge Welding Code, Sections 12.4 and 12.5, when using reduced preheat as described in Table 3 of the Guide, except that SAW consumables for matching weld metal shall meet the hydrogen control level of H4 in accordance with Section 12.6. Consumable handling requirements shall meet the provisions of the Bridge Welding Code, Clause 6, when using the preheat requirements contained in Clause 6, except that the diffusible hydrogen level shall never exceed H8. SMAW consumables may meet diffusible hydrogen levels of either H4 or H8 except the higher preheat and interpass temperatures as noted in Table 3 of the Guide shall apply to H8 conditions.~~

~~Filler metals used to make single pass fillet welds for web to flange applications which join HPS 70W steel plates, HPS 70W to grade 50W plates, and for attaching~~

~~stiffeners and connection plates to grade HPS 70W webs and flanges, shall be in accordance with the Bridge Welding Code, Table 6.1 for ASTM A709, grade 50W base metal. Filler metals for single pass 5/16 in. fillet welds need not meet the requirements for exposed bare applications.~~

~~Filler metals used for all complete penetration groove welds joining grade HPS 70W plate to ASTM A709, grade HPS 50W or grade 50W plate shall conform to the requirements for welding grade 50W base metal.~~

~~Filler metals used for all complete penetration groove welds joining grade HPS 70W plates to grade HPS 70W plates shall conform to the requirements for HPS 70W base metal as follows:~~

~~1. Submerged Arc Welding process:~~

~~Wire - LA85 by Lincoln Electric Company~~
~~Flux - MIL800HPNi by Lincoln Electric Company~~

~~2. Shielded Metal Arc Welding process:~~

~~Matching - E9018MR*~~
~~Undermatching - E7018MR*~~

~~* The designator 'MR', for moisture resistant coating, is required for all SMAW electrodes used for welding HPS 70W steels.~~

~~The Contractor may request approval of alternate consumables for matching weld strengths in lieu of the above filler metals for SAW. The request for approval shall include documentation of successful welding and shall also include diffusible hydrogen tests, both in accordance with the Bridge Welding Code.~~

~~All welding procedures shall be qualified in accordance with the Bridge Welding Code Clause 7, Qualification. The provisions of Section 7.12 shall apply. Qualification tests shall measure strength, toughness, and ductility and results shall be evaluated in accordance with Section 7.12. If specified on the plans, additional tests shall measure the Charpy V-notch toughness of the coarse grained area of the heat affected zone, HAZ. The notch in the specimens shall be carefully located in the coarse grained area of the HAZ, as determined by macro-etching the specimens prior to machining and testing. The toughness requirement for the HAZ shall be the same as the weld metal.~~

~~All procedure qualification tests shall be ultrasonically tested in accordance with the requirements of the Bridge Welding Code, Clause 8, Part C. Evaluation shall be in accordance with Table 8.4, UT Acceptance – Rejection Criteria – Tensile Stress. Indications found at the interface of the backing bar may be disregarded regardless of the defect rating.~~

~~A representative of the Department will witness all welding procedure qualification tests.~~

~~Results of the welding procedure qualification tests and final welding procedure specifications shall be submitted to the Engineer for review and approval.~~

~~In general, post weld heat treatment will not be required. The use of such post weld heat treatment will require additional qualification testing.~~ [moved to (a)]

~~Wherever magnetic particle testing is done, only the yoke technique will be allowed, as described in Section 8.7.8.2 of the Bridge Welding Code, modified to use alternating current only.~~

(c) Field Welding

Field welding shall be ~~by the shielded metal arc welding, SMAW, process and shall be in accordance with~~*performed in accordance with the Bridge Welding Code and* the requirements herein. Magnetic particle testing will not be required on welded connections that do not carry calculated stresses. ~~All field welding shall be preheated in accordance with Clause 6 of the Bridge Welding Code.~~ The Contractor shall provide a copy of the minimum preheat and interpass temperature table to the Engineer prior to beginning welding. ~~Electrodes with a low hydrogen classification shall be used.~~

801-C-157 CERTIFICATION OF TEMPORARY TRAFFIC CONTROL DEVICES

(Revised 05-23-13)

Category I Devices

The Contractor shall certify that the following temporary traffic control devices to be used do not exceed the maximum values shown in the table below, and are considered crashworthy at Test Level 3 in accordance with NCHRP 350.

Device	Composition	Max. Weight	Max. Height
Single Piece Traffic Cones	Rubber	20 lb	36 in.
	Plastic	20 lb	48 in.
Tubular Markers	Rubber	13 lb	36 in.
	Plastic	13 lb	36 in.
Single Piece Drums	High Density Plastic	77 lb	36 in.
	Low Density Plastic	77 lb	36 in.
Delineators	Plastic, Fiberglass	N/A	48 in.

No lights, signs, flags, or other auxiliary attachments are included in the weight of the devices listed above. Reflective sheeting or reflective buttons are included on delineators. Maximum weights, including ballast, do not exceed the values shown in the table. "Single piece" refers to the construction of the body of the drum exclusive of a separate base, if any.

Type A or type C warning lights in accordance with the following specifications will be allowed on drums if they are firmly attached with vandal resistant 1/2 in. diameter by 4 in. cadmium plated steel bolt with nut and a 1 1/2 in. high cup washer.

1. The weight shall be no more than 5 lb.

2. The lens diameter shall be 7 to 8 in.

3. The height of the light shall be 11 to 14 in.

Category II Devices

Category II temporary traffic control devices include type III barricades, vertical panels, portable sign standards, and other light-weight traffic control devices.

Category II temporary traffic control devices shall be in accordance with the NCHRP 350, Test Level 3.

A form will be provided at the preconstruction conference for the Contractor to complete and return to the Engineer prior to the placement of category I or II traffic control devices.

801-T-150d TRAFFIC CONTROL DEVICE REPORT

(Adopted 09-01-05)

CONTRACT: _____ PROJECT: _____ DATES: _____ thru _____

LOCATION	DESCRIPTION	DATE PLACED	* Use "✓" if O.K.							DATE REMOVED	*REMARKS
			S	M	T	W	T	F	S		

* If device is not O.K., describe deficiency under Remarks.

Date Corrective Action Taken: _____ Report Prepared By: _____ , Title: _____

921-M-067 PAVEMENT MARKING MATERIALS

(Adopted 06-15-23)

The Standard Specifications are revised as follows:

SECTION 921, BEGIN LINE 104, DELETE AND INSERT AS FOLLOWS:

(e) Pavement Marking Beads

~~A Type C certification in accordance with 916 shall be provided for the pavement marking beads~~*Pavement marking beads and supplemental elements shall be selected from the QPL of Pavement Marking Beads.*

SECTION 921, BEGIN LINE 124, DELETE AS FOLLOWS:

4. Supplemental Elements

These shall be for wet weather retro-reflectivity and shall be used for thermoplastic and multi-component longitudinal line markings but shall not exhibit a characteristic of toxicity referenced in AASHTO M 247.~~ The supplemental elements shall be selected from the QPL of Pavement Marking Beads.~~

~~A Type C certification in accordance with 916 shall be furnished for the supplemental elements.~~

HMA Pavement

HMA.01 Description

This work shall consist of one or more courses of Hot Mix Asphalt (HMA) base, intermediate, surface mixtures or other miscellaneous HMA application.

HMA.02 Quality Control

The HMA shall be supplied from a certified HMA plant in accordance with ITM 583; Certified Hot Mix Asphalt Producer Program. The HMA shall be transported and placed according to a Quality Control Plan, QCP, prepared and submitted by the Contractor in accordance with ITM 803; Contractor Quality Control Plans for Hot Mix Asphalt Pavements. The QCP shall be submitted to the Engineer at least five (5) days prior to commencing HMA paving operations.

HMA.03 Materials

Materials shall be in accordance with the following:

Asphalt Materials
PG Binder.....902.01(a)
Coarse Aggregates.....904
Surface Mixtures* - Class B or Higher
Fine Aggregates.....904**
* Surface aggregate requirements are listed in 904.03(d)
** The fine aggregate angularity table shall be modified as shown below.

FINE AGGREGATE ANGULARITY		
Type	Depth from Surface	
	≤ 4 inches	> 4 inches
A	(see note)	
B	40 (see note)	40
C	45	40
Note: for 4.75 mm mixtures the fine aggregate angularity shall be 40 for Type A and 45 for Type B and C		

The HMA coarse aggregate materials shall meet the requirements of 904.03(b), except the coarse aggregate angularity table shall be modified as shown below.

COARSE AGGREGATE ANGULARITY		
Type	Depth from Surface	
	≤ 4 inches	> 4 inches
A	55	
B	75	50
C	85/80*	60
* Denotes two faced crushed requirements		

HMA coarse aggregates for surface mixtures shall meet the requirements of Section 904.03(d), except they may be modified as follows when the design speed or posted speed limit is equal to or less than 45 mph.

Coarse Aggregate Type	**Traffic ESALs**		
	< 3,000,000	**< 10,000,000**	**≥ 10,000,000**

Air-Cooled Blast Furnace Slag	Yes	Yes	Yes
Steel Furnace Slag	Yes	Yes	Yes
Sandstone	Yes	Yes	Yes
Crushed Dolomite	Yes	Yes	Yes
Polish Resistant Aggregates	Yes	Yes	Yes
Crushed Stone	Yes	Yes	(Note)
Gravel	Yes	Yes	(Note)
Note : Crushed Stone or gravel may be used in accordance with Indiana Test Method (ITM) 221			

HMA.04 Design Mix Formula

A design mix formula, DMF, shall be prepared in accordance with 401.04 and submitted in a format acceptable to the Engineer one week prior to use. The DMF shall be based on the Mixture Type (Design ESAL) and mixture designation of the following Table.

Mixture Type	***Type A ****	***Type B****	***Type C****
Design ESAL	*<300,000*	*300,000 to <3,000,000*	*≥3,000,000*
*AADT (Average Annual Daily Traffic)****	*<4000*	*4000- 15,000*	*15,000-30,000*
*AADTT (Average Annual Daily Truck Traffic)****	*< 50*	*50-1700*	*>1700*
*Commercial & Residential Application****	*Residential Driveways, passenger car parking ,<500 stalls, < 20 **heavy trucks per day, service stations*	*Parking Lots with 20-300 **heavy trucks per day, Truck Stops*	*Heavy Commercial parking with 150-300 **heavy trucks per day*
Surface-			
Nominal Max. Aggregate Sizes (NMAS)	*4.75 mm, 9.5 mm 12.5 mm*	*4.75 mm 9.5 mm 12.5 mm*	*4.75 mm 9.5 mm 12.5 mm*
PG Binder	*64-22*	*64-22*	*70-22*
Intermediate-			
Nominal Max. Aggregate Sizes	*9.5 mm 12.5 mm 19.0 mm 25.0 mm*	*9.5 mm 12.5 mm 19.0 mm 25.0 mm*	*9.5 mm 12.5 mm 19.0 mm 25.0 mm*
PG Binder	*64-22*	*64-22*	*64-22*
Base-			
Nominal Max. Aggregate Sizes	*19.0 mm 25.0 mm*	*19.0 mm 25.0 mm*	*19.0 mm 25.0 mm*
PG Binder	*64-22*	*64-22*	*64-22*

* A higher category mix may be used for a lower category application if the contractor so elects. The substitution will be at no additional cost to the agency.

** Heavy trucks are commercial vehicles with normally 2 axles, six tires or larger.

*** This information is provided as an approximate comparison only.

The plant discharge temperature for any mixture shall not be more than 315°F whenever PG 58-28, PG 64-22, PG 64-28, or PG 70-22 binders are used or not more than 325°F whenever PG 70-28 or PG 76-22 binders are used. HMA mixtures may be produced by using a water injection foaming device or additives as specified herein and according to the manufacturer's recommendations.

HMA.05 Volumetric Mix Design

The DMF shall be determined for each mixture from a volumetric mix design by a design laboratory selected from the Department's list of Qualified Mix Design Laboratories. A volumetric mixture shall be designed in accordance with 401.05 and AASHTO R 35 with the following tables and exceptions. All loose mixture shall be conditioned for four hours in accordance with AASHTO R 30 prior to testing.

GYRATORY COMPACTION EFFORT					
	N_{ini}	N_{des}	N_{max}	Max. % G_{mm}@N_{ini}	Max. % G_{mm}@N_{max}
Mix Type					
A	6	50	75	91.5	98.0
B	7	75	115	90.5	98.0
C	8	100	160	89.0	98.0

VOIDS FILLED WITH ASPHALT, VFA, CRITERIA @ N_{des}	
Type	VFA %
A	70-80
B	65-78
C	65-75

Material Adjustment Factor (MAF) shall not apply.

HMA.06 Blank

HMA.07 Mix Criteria

Mix criteria shall be in accordance with 402.07 except Type A shall replace Type B in sections 402.07(a) and 402.07(d).

HMA.08 Recycled Material

Recycled materials shall meet the requirements of 401.06, except the maximum binder replacement shall be according to the following table:

MAXIMUM BINDER REPLACEMENT%							
Mixture Type	Base and Intermediate				Surface		
	Dense Graded				Dense Graded		
	25.0 mm	19.0 mm	12.5 mm	9.5 mm	12.5 mm	9.5 mm	4.75 mm
Type A	40.0*	40.0*	40.0*	40.0*	40.0*	40.0*	40.0*
Type B	40.0*	40.0*	40.0*	40.0*	40.0*	40.0*	40.0*
Type C	40.0*	40.0*	40.0*	40.0*	25.0*	25.0*	25.0*
*The contribution of RAS to any HMA mixture shall be ≤ 3.0% by total mass of mixture and ≤ 15.0% binder replacement							

HMA Mixtures with a binder replacement greater than 25.0% and less than or equal to 40.0% by weight of total binder content utilizing RAP or a blend of RAP and RAS shall use a binder grade with the upper and lower temperature classification reduced by 6° C from the specified binder grade as shown below.

Specified Binder Grade for Binder Replacement ≤ 25.0 %	Specified Binder Grade for Binder Replacement > 25.0 % and ≤ 40.0 %
PG 64-22	PG 58-28
PG 70-22	PG 64-28
PG 76-22	PG 70-28

HMA.09 Acceptance of Mixtures

Acceptance of mixtures shall be in accordance with 402.09. Type D certification shall be submitted to the Engineer each day material is received.

CONSTRUCTION REQUIREMENTS

HMA.10 General

Construction shall be in accordance with 402.10.

HMA.11 Preparation of Surfaces to be Overlaid

The subgrade shall be shaped to the required grade and sections, free from all ruts, corrugations, or other irregularities, and uniformly compacted and approved in accordance with 207. Milling of an existing surface shall be in accordance with 306. Surfaces on which a mixture is placed shall be free from objectionable or foreign materials at the time of placement.

Rubblized concrete pavements shall be primed in accordance with 405. PCCP, milled asphalt surfaces, and asphalt surfaces shall be tacked in accordance with 406. Contact surfaces of curbing, gutters, manholes, and other structures shall be tacked in accordance with 406.

HMA.12 Weather Limitations

HMA courses less than 110 lb/sq yd are to be placed when the ambient and surface temperatures are 60°F or above. HMA courses equal to or greater than 110 lb/sq yd but less than 220 lb/sq yd are to be placed when the ambient and surface temperatures are 45°F or above. HMA courses equal to or greater than 220 lb/sq yd and HMA curbing are to be placed when the ambient and surface temperatures are 32°F or above. Mixture shall not be placed on a frozen subgrade. However, HMA courses may be placed at lower temperatures, provided the density of the HMA course is in accordance with 402.16 or upon approval of the Engineer.

HMA.13 Spreading and Finishing

Spreading and finishing shall be in accordance with 402.13.

HMA.14 Joints

Joints shall be in accordance with 402.14.

HMA.15 Compaction

The HMA mixture shall be compacted with equipment in accordance with 409.03(d) immediately after the mixture has been spread and finished. Rollers shall not cause undue displacement, cracking, or shoving.

A roller application is defined as one pass of the roller over the entire mat. Compaction operations shall be completed in accordance with the

one of the following options.

Number of Roller Applications							
Rollers	Courses < 440 lb/syd (240 kg/m^2)					Courses > 440 lb/syd (240 kg/m^2)	
	Option 1	Option 2	Option 3	Option 4	Option 5	Option 1	Option 2
Three Wheel	2		4			4	
Pneumatic Tire	2	4				4	
Tandem	2	2	2			4	
Vibratory				6			8
Oscillatory					6	-	-

HMA.16 Low Temperature Compaction Requirements

Compaction for mixtures placed below the temperatures listed in 402.12 shall be in accordance with 402.16.

HMA.17 Pavement Corrugations

Pavement corrugations shall be in accordance with 402.17.

HMA.18 Pavement Smoothness

Pavement smoothness will be in accordance with 402.18.

HMA.19 Method of Measurement

HMA mixtures will be measured in accordance with 402.19 except the Material Adjustment Factor (MAF) shall not apply.

HMA.20 Basis of Payment

The accepted quantities for this work will be paid for at the contract unit price per ton for HMA of the type and Nominal Maximum Aggregate Size (NMAS) specified, complete in place.

Pay Item* **Pay Unit Symbol**

HMA, Surface, Type __, ___ mm.....SFT

*Mixture Type shall include the Type from Table in HMA.04 and the Nominal Maximum Aggregate Size (NMAS).

SOLDIER PILES FOR SPECIAL SLOPE REINFORCEMENT

Description

This work shall consist of furnishing and installing structural steel and concrete for soldier piles in accordance with the 105.03, of the type and size shown on the plans.

This work shall include predrilling holes to the required depths below the top of competent bedrock as shown on the plans for the placement of the soldier piles.

Materials

Materials shall be in accordance with 702.03, 711.02, and as shown below. The Contractor shall make arrangements to provide for all other incidentals necessary to complete the work.

a) Concrete for the soldier pile shall be Class "A" in accordance with 702 except as modified herein. The required slump shall be 6 in. to 9 in. The maximum water to cement ratio shall be 0.45.

b) Structural steel shall be ASTM A 572 Grade 50.

Contractor Qualifications

On-Site Supervisors:

An on-site supervisor shall be present at the job site at all times during construction of soldier piles. The on-site supervisor shall have five years of construction experience in the installation of soldier piles and shall have supervised the successful installation of no less than 100 soldier piles. The work experience time period is computed by the addition of all documented durations of soldier pile work time on construction projects.

Drill Operators:

Drill operations shall have successfully installed a minimum of 100 soldier piles and have minimum of two years of experience.

Submittals:

At the time of the Preconstruction Conference, the Contractor shall submit a signed document stating that the Contractor has inspected both the project site and all the subsurface information made available in the contract documents.

The list of projects shall contain names and phone numbers of owner's representatives who can verify the Contractor's participation on that project.

No later than one month prior to constructing soldier piles, the Contractor shall submit an installation plan for review by the Engineer. This plan will provide information on the following:

a) Name and experience record of the soldier pile on-site supervisors in charge of soldier pile operations for this project, and the drill operators.

b) List of proposed equipment to be used including cranes, drills, augers, casting, and final cleaning equipment.

c) Details of overall construction operation sequences and the sequence of soldier pile construction.

d) Details of soldier pile excavation methods.

e) Details of structural steel placement including support and centralization methods.

f) Details of concrete placement including proposed operational procedures pumping method.

g) Details of temporary casing removal including quality control procedure to minimize concrete contamination.

The Engineer will evaluate the soldier pile installation plan. Within 14 days after receipt of the plan, the Engineer will notify the Contractor of any additional information required or changes necessary to meet the contract requirements. All procedural approvals given by the Engineer shall be subject to trial in the field and shall not relieve the Contractor of the responsibility to satisfactorily complete the work as shown on the plans and as specified.

Construction Requirements

The Contractor shall furnish all labor, materials, and appurtenances required to complete the work as specified. All excess material shall be removed from the site. The lengths of the soldier piles shown on the plans have been estimated from the available subsurface information. The Contractor shall furnish the soldier piles in accordance with these provisions with the understanding that the estimated total lengths shown on the plans may be different from the actual length determined to be necessary at the time of constructing the soldier piles. A temporary casing may be necessary for each soldier pile.

Where soldier piles are to be placed near utility lines, the Contractor shall accurately locate these lines before drilling.

Soldier piles shall be constructed in accordance with the following requirements.

a) Sequence Installation. The sequence of installation shall be performed such that a drilled shaft shall not be installed where an adjacent drilled shaft excavation is open or the concrete in an adjacent drilled shaft has been cured less than three days. Installing the shafts in an alternating sequence or any other sequence that meets these criteria is acceptable. The structural steel shall be placed prior to the placement of concrete.

b) Deviation from Plan. The Contractor shall be responsible for the cost involved when making corrections to his unauthorized deviations from the plans. The Engineer shall decide when corrections are necessary. If a soldier pile is constructed outside of the plan tolerances, the Contractor may be subject to reduced payment as determined by the Engineer.

c) Excavation. Excavation for the soldier piles shall be performed by rotary drilling methods using practical methods and machinery acceptable to the Engineer. When objects such as large boulders are encountered, they shall be removed. No excavated material from the drilled holes may be placed on the downhill side of the soldier piles. Blasting methods shall not be used. The soldier piles shall penetrate

into bedrock a minimum of 24 ft. Competent bedrock elevations shall be identified by the boring contractor and approved by the Engineer or Geotechnical Consultant.

d) Dewatering. The Contractor shall be responsible for controlling any incoming water to the extent that the soldier pile excavation is maintained dry for performance of the required inspection operation. The preferred method of construction is to place the concrete in a clean dry excavation. The Contractor shall seal water out of the soldier pile excavation and a temporary casing may be used for this purpose. If the drilled holes are not dry, the soldier piles shall be placed using an approved wet method. If a wet placement method is used, the contractor shall submit a detailed description of the proposed procedure for the wet method to the Engineer for approval prior to placing the soldier piles.

e) Bottom Cleanout. The bottom of the soldier pile excavation shall be as clean as practicable prior to concrete placement. Drilling spoils that adhere to the vertical sides of the pier shall be removed.

f) Splicing of Structural Steel shall be in accordance with 701.11.

g) Approval before Structural Steel Placement. The Contractor shall submit to the Engineer a written report of the steps and procedures that he proposes to follow when placing, supporting, and monitoring the structural steel when concrete is placed.

h) Approval Before Concrete Placement. The Contractor shall submit to the Engineer a written report of the steps and procedures that he proposes to follow when placing and monitoring the concrete placement. Concrete shall not be placed in any soldier pile excavation without prior approval from the Engineer. The soldier pile excavation shall be inspected immediately before the concrete is placed. A light powerful enough to thoroughly inspect the side, bottom, and structural steel of the soldier pile shall be required. No concrete shall be placed during inclement weather conditions which prohibit a thorough inspection.

i) Inspection Requirements. A sample soldier pile inspection record has been included in the plans. The Contractor shall provide all necessary equipment needed to obtain the measurement for completing the record information, and the Contractor shall assist the Engineer in obtaining these measurements. Measurements shall be obtained prior to placing concrete.

j) Concrete Placement. The concrete for the soldier piles shall be placed in accordance with 701.09 except as modified herein. The concrete placement for the soldier piles shall be continuous from start to finish. The concrete in the cored hole shall be placed against the inside bedrock and shall be placed promptly after the final inspection of the pier. Concrete shall be placed within four hours of excavation for the case in which pier excavations extend below the top of the cored hole. If however, the pier excavation terminates at the end of the day, above the level of the cored hole, then the concrete placement shall be placed within 36 hours of excavation. If practical, the concrete shall be placed in a clean dry excavation. The concrete shall be placed in a dry soldier pile excavation by pumping. If the Engineer determines that dewatering is not practical, the Contractor may be

given permission by the Engineer to place the concrete under water by pump or tremie. If the drilled holes are not dry, the soldier piles shall be placed using an approved wet method. If a wet placement method is used, the contractor shall submit a detailed description of the proposed procedure for the wet method to the Engineer for approval prior to placing the soldier piles.

The concrete pump pipe shall have a diameter that is not less than 4 in. The concrete pump equipment shall be so arranged that no vibrations result which might damage freshly placed concrete and that air-entrainment is maintained. Caution shall be taken to prevent the pipes used to convey the concrete to the bottom of the soldier pile from undulating during the initial placement of the concrete.

The pumping equipment shall be suitable in kind and adequate in capacity for the work required. The use of aluminum pipe as a conveyance for the concrete will not be allowed. An adequate quantity of grout mortar or concrete with coarse aggregate omitted shall be pumped through the equipment ahead of the specification concrete to provide lubrication to the pumping system. The concrete used for lubrication shall not be placed in the pier. The lubrication process shall not be repeated as long as the pumping operations are continuous.

The operation of the pump shall be such that a continuous stream of concrete without air pockets is produced, in order to prevent the contamination of the concrete placed initially at the bottom of the pier. The outlet end of the pumping pipe shall be sealed with a diaphragm or plug that is flushed out when the hydrostatic pressure from the column of concrete exceeds that of the water in the pier. The conveying system shall be water tight and the outlet end shall always remain well below the top of the freshly placed concrete. The preferred concrete placement procedure shall maintain the outlet end of the pumping system at approximately 10 ft below the top of the fresh concrete. When the concrete reaches the top of the soldier pile column all laitance shall be removed.

The top 5 to 10 ft of concrete in the soldier pile shall be vibrated. Only a minimal vibratory effort is required. Special care shall be taken not to over vibrate the concrete. If the casings for the soldier pile are to be withdrawn, the concrete shall not be vibrated until the casing is completely removed and piers top is formed to the plan cross-section.

k) Alternate Construction Methods. The Contractor may propose alternate construction methods which will be either approved or rejected by the Engineer.

l) Tolerances. The Contractor shall locate and construct the top center of the soldier piles within a 3 in. radius of the position shown on the plans. The piers shall be installed vertically and shall be within 1.0 percent of plumb for the total length of the soldier pile.

m) Safety Provisions. The Contractor shall have at the job site all equipment and materials needed to provide safe construction and inspection of the soldier piles as required by City, State, and Federal requirements.

Safety provisions shall include, but not be limited to, the requirements specified by the plans, special provisions, and proposal.

Method of Measurement

Drilled Hole above Rock will be measured by the linear foot complete in place.

Cored Hole in Rock will be measured in accordance with 701.

Concrete Class A will be measured in accordance with 702.

Structural Steel will be measured in accordance with 711.

Basis of Payment

Drilled Hole Above Rock.....LFT

Cored Hole in Rock will be paid for in accordance with 701.

Concrete Class A will be paid for in accordance with 702.

Structural Steel will be paid for in accordance with 711.

All costs associated with drilling above the rock elevation shall be included in the cost of the Drilled Hole above Rock pay item including but not limited to drilling and disposal of materials.

STATEMENTS ABOUT EXISTING CONDITIONS OF UTILITIES, ADDITIONAL RIGHT-OF-WAY, AND ENCROACHMENTS (APPLIES TO BOTH PROJECT AREAS)

(Revised 05-20-23)

The Standard Specifications are revised as follows:

Existing Conditions of Utilities, Additional Right-of-Way, and Encroachments
Such existing conditions are as described below.

Old SR 66 Slide Correction

(a) Utilities

The status of all utility companies and organizations potentially involved with the work to be performed are described below as know at the time this contract was prepared.

The facilities of AT&T Distribution exist within the project limits and are expected to be affected by the project. The utility has aerial and underground copper and fiber optic cables along both sides of SR 66. The utility is proposing to relocate the existing aerial cable along the south side of Old SR 66 to existing poles along the north side of Old SR 66. See their work plan for additional detail. The utility will be able to complete its involvement with the contract when the contractor has completed clearing along the north side of SR 66 such that the utility may adjust its facilities. It is anticipated that the utility will take approximately 90 calendar days for preconstruction activities and mobilization and approximately 75 calendar days to adjust its facilities in such area. If questions arise, Rob Chapman of the utility may be contacted at 812-464-6055 or jc7161@att.com. Work plan approved on November 12, 2024.

The facilities of Centerpoint Gas Distribution exist within the project limits but are not expected to be affected by the proposed construction. The utility has a two-inch plastic gas line located along the south side of SR 66 at the west end of the project. See their work plan for additional detail. If questions arise, Shelby Williams of the utility may be contacted at 812-491-5923 or Shelby.williams@centerpointenergy.com. Work plan approved on October 20, 2023.

The facilities of Indiana American Water exist within the project limits, but are not expected to be affected by the proposed construction. The utility has an eight-inch water line located north of the structure. See their work plan for additional detail. The contractor shall protect the existing water main in place during compaction of aggregate over the existing water main. If questions arise, Jacquelyne Byland of the utility may be contacted at 317-694-9338 or Jacquelyne.byland@amwater.com. Work plan approved on October 20, 2023.

(b) Right-of-Way

There is no involvement of additional right-of-way for the contract.

(c) Encroachments

There is no involvement of encroachments for the contract.

(d) Other Noteworthy Conditions

There are no other noteworthy conditions which may affect the prosecution and progress of the contract.

(e) Preconstruction Conference Notification

The Contractor shall provide notification during the preconstruction conference about known corrections to or omissions of the information presented in 107.26(a) through 107.26(d) above. Otherwise, notification shall be provided as required in 105.06. Notifications regarding such corrections or omissions shall not alleviate the Contractor's inquiry or interpretation obligations as contained in 105 IAC 11-3-7.

INDIANA AMERICAN WATER MAIN

Compaction on top of the existing 6” PVC water main shall follow the standard American Water Works Association (AWWA) guidance. Hand/non-mechanical/non-vibratory compaction is to be used when 0” to 12” above the PVC water main. Once greater than 12” above the top of the PVC water main mechanical/vibratory means of compaction is acceptable.

UNIQUE SPECIAL PROVISIONS
YANKEETOWN SLIDE CORRECTION - MAIN AREA
(APPLICABLE TO BOTH PROJECT AREAS IF NOTED)

MAIN SLIDE AREA UTILITY INFORMATION
(APPLICABLE FOR BOTH PROJECT AREAS)

The status of all utility companies and organizations potentially involved with the work to be performed are described below as known at the time this contract was prepared.

The facilities of AT&T Distribution exist within the project limits and may be affected by the proposed construction. The utility has aerial along and over Old SR 66. The clearance is approximately 15 ft. The Contractor shall confirm clearance is sufficient for construction equipment. There is also an underground conduit north of Old SRR 66 that runs through the project area. Rob Chapman of the utility believes this underground line is no longer active and may be removed if encountered, pending his confirmation. If there are clearance issues with the overhead lines Mr. Chapman may be contacted at 812-464-6005 or jc7161@att.com. Further, please call Mr. Chapman for confirmation prior to excavation work that may impact the underground conduit.

The facilities of AT&T Communications exist within and near the project limits. A relocation plan has been developed and approved by AT&T and the DNR. AT&T will perform the relocation, however, the Contractor will need to perform the required clearing beforehand. Further, it is the Contractor's responsibility to manage all coordination and communication associated with the relocation plan.

There is an electric line that appears to run to the house that will be demolished. Confirm with the Centerpoint Energy that the line is abandoned prior to removal. There is also a utility pole that supports overhead communication lines and electric lines near the excavation area. Additionally, there is a pad mounted transformer near the existing garage, west of boring B-101. The Contractor shall coordinate with Centerpoint Energy to ensure power is off to the property, to discuss utility pole stabilization procedures while excavating near poles, and to coordinate with Centerpoint Energy for their removal of the pad mounted transformer. The Contractor shall also notify Centerpoint Energy regarding the schedule of the excavation of the area in the event that representatives elect to be on-site. The Contractor shall coordinate with Centerpoint The contact is Shelby Williams, who may be contacted at 812-491-5923 or Shelby.williams@centerpointenergy.com.

The facilities of Indiana American Water exist within the project limits, but are not expected to be affected by the proposed construction. The utility has an six-inch water line located north of Old SR 66. The grading plan has been developed to not impact that water line, however, the Contractor shall protect the existing water main in place during work that occurs over and in the vicinity of the existing water main. If questions arise, Jacquelyne Byland of the utility may be contacted at 317-694-9338 or Jacquelyne.byland@amwater.com. Any Compaction on top of the existing PVC water main shall follow the standard American Water Works Association (AWWA) guidance. Hand/non-mechanical/non-vibratory

compaction is to be used when 0” to 12” above the PVC water main. Once greater than 12” above the top of the PVC water main mechanical/vibratory means of compaction is acceptable.

BID ITEMS RELATED TO ROAD CLOSURE AND TRAFFIC CONTROL INCLUDED IN THE SCHEDULE OF BASE BID QUANTITIES FOR THE YANKEETWON SLIDE CORRECTION – OLD STATE ROAD 66 AREA
(APPLICABLE FOR BOTH PROJECT AREAS)

It is noted that the following Base Bid Quantity items are included in the Schedule of Base Bid Quantities and Specifications for the Old State Road 66 Area portion of the project, however, these task items are required to cover both the Old State Road 66 Area and the Main Area for the duration of both project areas.

- Road Closure Sign Assembly
- Detour Route Marker Assembly
- Construction Sign, A
- Barricade, III-B

In addition to the above base bid quantities, the Contractor’s base bid shall include maintaining traffic for the duration of both project areas. The Contractor shall maintain access to and from the existing houses in at least one (1) direction (to the east or to the northwest) throughout the duration of the projects. The Contractor shall also maintain adjacent public roads as necessary throughout the duration of the projects to ensure roadways are free of soil/debris associated with this project.

REMOVAL OF STRUCTURES AND OBSTRUCTIONS - HOUSE – MAIN SLIDE AREA

Removal of the house structure shall be in accordance with INDOT Standard Specification Item 202, with the following revision (deletion) from lines 251-252:

> ~~Compensation will be paid only for houses and buildings which are actually removed from the right-of-way as authorized.~~

PAVED SIDE DITCH, TYPE A

Construction of the Paved Side Ditch shall be in accordance with INDOT Standard Specification Item 607 with the following revision to lines 76-77:

> The cost of reinforcing bars or welded wire reinforcement, excavation, joints, ***TIE-INS TO EXISTING PAVED DITCH LOCATIONS, TIE-INS TO PROPOSED ROCK CHANNELS, TIE-IN TO BOX CUVERT INLET,*** and necessary incidentals shall be included in the cost ***PER LF FOR PAVED SIDE DITCH, TYPE A*** ~~of the pay items~~.

INDOT Standard Drawing No. E 607-PSDT-01 applies.

SODDING

Sodding shall be in accordance with INDOT Standard Specification Item 621.

STOCKPILE ACCESS

Description:

This work shall consist of the access, soil and rock placement, grading and maintenance of soils and rock at the off-site stockpile location (Rice Property) and restoration of the impacted area.

Material:

Material to be stockpiled include soils and rock excavated from the project site.

Construction Requirements:

1. The Contractor shall pay the Rice family $23,000 per acre impacted for the stockpile area. The impacted area will be determined by survey once all the material is in place. The area of the access roadway from the highway to the storage pile will not be included in the surveyed/fee acreage. An initial payment of $23,000 will be paid at the first progress meeting for the project, and the final payment will be made at the last progress meeting. This first payment will be considered an advanced payment for the total cost of the surveyed storage area. The final payment will make up the difference for the total cost of the surveyed storage area.
2. The Contractor shall limit the stockpile area impact to approximately 2 acres, with a maximum impact of 2.5 acres. The total potential cost of $57,500 ($23,000 per acres for 2.5 acres) will be paid for by funds allocated to the Remediation line item.
3. The Contractor shall clear and chip all trees and brush as necessary to accommodate the stockpile area. Trees shall be cut within six (6) inches of the ground surface. The area is characterized by young tree growth (less than 20 years) with DBH typically less than 10 inches.
4. Mulch generated by the chipping shall be managed such that the material can be incorporated into the upper six (6) inches of the remaining soil after the use of the stockpile area.
5. A period of 1 year will be allowed for storage of the soils, from the time that the initial soils have begun to be placed in the storage area. If this timeframe is longer than 1 year, then an additional payment of $500.00 / acre / month will be paid until completion. It is understood by the landowner that up to 15,000 yards of material may be left, due to the condition of material. Additionally, any woody debris, including stumps, may be left, if contained in 1 or two piles. Any remaining soils will be graded out to blend into the existing topography.
6. All disturbed areas will be graded, seeded and mulched by the Contractor upon completion. Separately, the DNR will also replant trees in the area, with input from the Division of Forestry and the landowner.

7. Hauling of material may take place by triaxle, quad, or articulated truck, with an operable tailgate to prevent loss of material. The hours of hauling will be Monday through Saturday, 7am to 5pm. The Contractor will need to coordinate with Warrick County and sign a road use agreement in order to utilize the section of Old State Road 66.
8. The haul/access road and driveway usage will be one lane that will service the Contractor access and the property owner's access. Due to this circumstance, temporary traffic lights of some nature will be required along the driveway section to prevent the landowner and contractor from being on the driveway at the same time (or multiple contractor vehicles). The access is very limited no areas for a vehicle to pull over.
9. There is a gate at the entrance to the driveway. If this gate needs to be removed, the gate will need to be re-installed in condition equal to or better than pre-project conditions, or a new gate will be installed upon completion, of the same materials, design and size.
10. The condition of the driveway shall be maintained at all times. Additional grading or rock (No.53's) will be completed for safe passenger vehicle usage.
11. There is currently a culvert under the driveway. If the culvert is compromised during usage, a new one will be installed, or a low water crossing will be constructed. Landowner's choice.
12. The area past the driveway, utilized for a haul road, will be maintained with rock as needed to prevent rutting. At the end of the project, the landowner may decide to leave the placed rock 'as is' or chose for these materials to be picked up and placed on site, and soils placed down.
13. The area for material storage is located just north and adjacent to a Centerpoint Energy overhead high voltage transmission line. The stockpile area must not extend into the right of way. The Contractor shall coordinate with Centerpoint Energy and sign an agreement to use their right of way for haulage.

Basis of Payment:

Fees to be paid to the Rice family will be paid through the Remediation line item. All costs, material, equipment and labor to perform the work described above associated with clearing/grubbing, earthmoving, seeding, fertilizer, the gate at the entrance to the driveway, the culvert, and the temporary traffic lights/traffic control shall be included in the base bid amount.

The cost of all material, equipment, and labor required to perform the work described above and shown on the Drawings for aggregates, silt fence, and straw bale check dams will be paid per their respective approved Schedule of Values.

SOIL SAMPLING, LABORATORY TESTING AND CQA

The Contractor shall collect samples and test soils according to the following schedule. Sample collection and schedule shall be reviewed and approved by Atlas and/or Lochmueller working under the direction of the Engineer. All test results shall be provided to the Engineer as soon as results are available.

- Standard Proctor ASTM D698: 1 every 5000 CY placed
- Particle Size Distribution ASTM D422/D1140: 1 every 5000 CY placed
- Organic Content ASTM D2974: 1 every 5000 CY placed
- Acid Base Accounting (ABA) test of rock excavation: 1 sample

Separate from the Contractor, the DNR, Atlas, and/or Lochmueller will provide construction quality assurance (CQA) services as required to monitor the following construction/specification items:

- COMPACTED FILL – MAIN SLIDE AREA
- PERFORATED HDPE PIPE – MAIN SLIDE AREA
- NONPERFORATED HDPE PIPE – MAIN SLIDE AREA

Atlas and/or Lochmueller will generate a written report to document construction in accordance with this and the above listed construction/specification items, signed, stamped and certified by a professional engineer licensed in the state of Indiana.

COMPACTED FILL - MAIN SLIDE AREA

Description:

This work shall consist of the placement and compaction of cohesive soils to construct the compacted fill placed above the bedrock surface, to final grades as shown on the Drawings, including the 12 inch thick vegetative layer and the interceptor berms.

Material:

Soils utilized in the construction of the compacted fill shall be limited to soils that are classified as ML, ML-CL, or CL in accordance with the Unified Soil Classification System and shall be free of large rock fragments (no particles larger than 3 inches maximum particle size dimension), debris, rubble, wood or any other deleterious material. The cohesive soils shall have an organic content less than 4 percent by dry weight of soil and a standard Proctor maximum dry density (ASTM D-698) of at least 105 lbs/ cu ft.

Construction Requirements:

1. The cohesive materials used in the construction of compacted soil layer within the construction limits shown on the drawings shall be placed in 8-inch thick (max) horizontal lifts and compacted 95% of standard proctor maximum dry density. Field density and moisture content tests are required at a frequency of at least one (1) test per 10,000 square feet.

2. At least some of the cohesive materials used for compaction will be above optimum moisture content, and moisture conditioning and drying will be required.

3. The cohesive soils shall be benched into the existing rock surface and soil slopes as shown in the drawing details.

4. The upper 12 inches of the final grades shown on the drawings and the soil placed to form the interceptor berms are exempt from the compaction requirements listed above and shall be prepared and seeded in accordance with section 401.

Basis of Payment:

The cost of all material, equipment, and labor required to perform the work described above and shown on the Drawings shall be included in the base bid.

ROCK (SHALE) PLACEMENT - MAIN SLIDE AREA

Rock (shale) shall not be used in compacted fill unless approved by the Owner. If used, the rock (shale) shall be processed and placed in accordance with INDOT Standard Specification Item 203.20(b); with the following revision to lines 874-875:

Shale, shale and soft rock mixtures, or soft rock shall be placed in 8 in. maximum loose ***HORIZONTAL*** lifts.

PERFORATED HDPE PIPE – MAIN SLIDE AREA

PART 1 – GENERAL

1.1 WORK DESCRIPTION

A. WORK INCLUDED

1. This Work shall consist of the installation of the 6-inch and 8-inch diameter perforated, single-wall corrugated, HDPE pipe and fittings at approximate locations noted in the Drawings to construct the underdrain system. It is noted that the layout will need to be field adjusted with approval of Atlas and/or Lochmueller and the DNR based on seepage conditions observed during construction.

2. Unless otherwise noted, all pipes and fittings shall be provided and installed by the Contractor in accordance with these Specifications.

B. GENERAL

1. The Contractor shall provide all materials, labor, equipment and tools necessary for the proper installation of the perforated underdrain pipes.

1.2 JOB CONDITIONS

A. HANDLING MATERIAL INTO TRENCH

1. Use the proper implements, tools, and facilities to provide for the safe and convenient prosecution of the Work.

2. Carefully lower pipe into position in such a manner as to prevent damage to materials. Do not dump or drop materials onto pipe.

3. Pipe alignments shall be kept free of water during the laying of the pipe and until the pipeline has been backfilled (surrounded by INDOT No. 8 gravel).

1.3 SUBMITTALS

A. Submit Manufacturer's data for all materials.

1.4 QUALITY ASSURANCE

A. The Engineer may reject all materials found to have cracks, flaws or other material defects.

PART 2 - PRODUCTS

2.1 PIPE:

1. Pipe and fitting materials for the drains shall be single-wall corrugated, HDPE pipe. The perforation pattern shall be Type B. Alternative pipe types, perforation patterns, and diameters may be used if approved in advance by the Engineer.

2.2 BACKFILL AROUND PERFORATED UNDERDRAIN PIPES:

A. PROPERTIES

1. Gravel utilized in the installation of the perforated drains shall be free of any metals, roots, trees, stumps, concrete, construction debris, or any other organic matter or deleterious material.

2. The gravel shall be INDOT No. 8 aggregate.

PART 3 – EXECUTION

3.1 GENERAL:

A. Size as indicated on the plans. Install as shown in accordance with Manufacturer's recommendations.

B. After the completion of all work, remove all rubbish, excess material, temporary structures and equipment. Protect all disturbed areas as required to control erosion. The disturbed area shall be prepared and seeded in accordance with specifications.

3.2 LAYOUT

A. The layout and exact locations of the underdrain system shall be determined in the field based on observed field conditions and seepage. The underdrains shall be installed to drain seepage to the 8-inch perforated pipes that direct the drainage downgradient.

3.3 JOINING:

A. Single-wall corrugated pipe joints shall be made with split or snap couplings. Standard connections shall meet the requirements of ASTM F405 or ASTM F667.

3.4 INSTALLATION

A. The HDPE pipe and all connections shall be installed to conform to the Manufacturer's Specifications and installation instructions.

B. Lay pipe in alignment commencing at the lowest point, true to line and grade.

C. Pipe bedding and pipe backfill placed for the perforated drain pipe shall consist of the specified gravel. A minimum of 6 inches of the shall be placed along the sides and over the top of the perforated pipe.

Part 4 – Method of Measurement:

Perforated 6-inch and 8-inch HDPE Pipe will be measured by the linear foot along the pipe alignment.

Part 5 – Basis of Payment:

Perforated 6-inch and 8-inch HDPE Pipe will be paid for in accordance with the Schedule of Supplemental Unit Prices.

Supplemental Unit Items	**Unit Symbol**
Perforated 6-inch HDPE Pipe	LF
Perforated 8-inch HDPE Pipe	LF

The cost of all labor, tools, materials, and equipment necessary to install the perforated HDPE pipe, including excavation, shall be included in Perforated 6-inch and/or 8-inch HDPE Pipe.

The cost of all labor, materials, equipment, and incidentals necessary to place the gravel shall be included in the cost of Coarse Aggregate, No. 8, Section 504.

NONPERFORATED HDPE PIPE - MAIN SLIDE AREA

PART 1 - GENERAL

1.1 WORK DESCRIPTION

A. WORK INCLUDED

3. This Work shall consist of the installation of the 6-inch, 8-inch and 12 inch diameter nonperforated, single-wall corrugated, HDPE pipe and fittings at approximate locations noted in the Drawings to construct the underdrain system outlet and the cleanouts. It is noted that the layout will need to be field adjusted with approval of the CQA firm and the DNR based on seepage conditions observed during construction.

4. Unless otherwise noted, all pipes and fittings shall be provided and installed by the Contractor in accordance with these Specifications.

B. GENERAL

1. The Contractor shall provide all materials, labor, equipment and tools necessary for the proper installation of the nonperforated underdrain pipes.

1.2 JOB CONDITIONS

A. HANDLING MATERIAL INTO TRENCH

1. Use the proper implements, tools, and facilities to provide for the safe and convenient prosecution of the Work.

2. Carefully lower pipe into position in such a manner as to prevent damage to materials. Do not dump or drop materials onto pipe.

3. Pipe alignments shall be kept free of water during the laying of the pipe and until the pipeline has been backfilled (compacted soil and bentonite per drawings).

1.3 SUBMITTALS

A. Submit Manufacturer's data for all materials.

1.4 QUALITY ASSURANCE

A. The Engineer may reject all materials found to have cracks, flaws or other material defects.

PART 2 - PRODUCTS

2.2 PIPE:

1. Pipe and fitting materials for the drains shall be single-wall corrugated, HDPE pipe. Alternative pipe types and diameters may be used if approved in advance by the Engineer.

2.2 BACKFILL AROUND NONPERFORATED UNDERDRAIN PIPES:

A. PROPERTIES

1. Compacted cohesive soil shall be utilized in the installation of the nonperforated drains and shall be free of any metals, roots, trees, stumps, concrete, construction debris, or any other organic matter or deleterious material.

2. Bentonite grout shall be used as shown on the Drawings around the upper five (5) feet of the nonperforated pipe to form a plug and minimize seepage.

PART 3 – EXECUTION

3.2 GENERAL:

C. Size as indicated on the plans. Install as shown in accordance with Manufacturer's recommendations.

D. After the completion of all work, remove all rubbish, excess material, temporary structures and equipment. Protect all disturbed areas as required to control erosion. The disturbed area shall be prepared and seeded in accordance with specifications.

3.2 LAYOUT

D. The layout and exact locations of the underdrain system shall be determined in the field based on observed field conditions and seepage.

3.3 JOINING:

A. Single-wall corrugated pipe joints shall be made with split or snap couplings. Standard connections shall meet the requirements of ASTM F405 or ASTM F667.

3.4 INSTALLATION

A. The HDPE pipe and all connections shall be installed to conform to the Manufacturer's Specifications and installation instructions.

E. Lay pipe in alignment commencing at the lowest point, true to line and grade.

F. Pipe bedding and pipe backfill placed for the nonperforated drain pipe shall consist of the specified bentonite grout and compacted cohesive soil. Bentonite grout shall be used as shown on the Drawings around the upper five (5) feet of the nonperforated pipe to form a plug and minimize seepage.

Part 4 – Method of Measurement:

Nonperforated HDPE Pipe will be measured by the linear foot along the pipe alignment.

Part 5 – Basis of Payment:

Nonperforated 12-inch HDPE Pipe and cleanouts will be paid for in accordance with the Schedule of Supplemental Unit Prices.

Supplemental Unit Items	**Unit Symbol**
Nonperforated 12-inch HDPE Pipe	LF
6-Inch Cleanouts, Nonperforated	EA
8-inch Cleanouts, Nonperforated	EA

The cost of all labor, tools, materials, and equipment necessary to install the nonperforated HDPE pipe shall be included in Nonperforated 12-inch HDPE Pipe, including excavation, bedding and backfill, including bentonite grout and the anti-seep collar.

The cost of all labor, materials including gravel, pipe, fittings and cleanout caps, equipment, and incidentals necessary to install the cleanouts shall be included in the cost of 6-inch Cleanouts, Nonperforated and 8-Inch Cleanouts, Nonperforated.

UNDERDRAIN OUTLET PROTECTOR

Underdrain outlets and outlet protectors shall be installed per the plan details and in per Indiana Standard Specification 718.05 and 718.06.

CONCRETE WASHOUTS AND FILTER TUBES

Installation of concrete washouts and filter tubes shall be in accordance with AML Standard Specification Item 205.04 with the following revision (addition) to line 47:

> The Contractor shall control the sediment leaving the site by employing the BMPs outlined in 205.04(a through 205.04(h), ***as well as Filter Tubes and Concrete Washouts as included in the Indiana Stormwater Manual.***

SEEDING, MULCHING AND FERTILIZER

Seeding, Mulching and Fertilizer shall be in accordance with AML Standard Specification Item 401 with the following revision (addition) after line 35:

> ***The Contractor shall uniformly blend the chipped material from the on-site clearing and grubbing within the upper 12-inches***.

PIPES AND CULVERTS

The corrugated single wall HDPE underdrain extension shall be in accordance with AML Standard Specification Item 303 with the following revision (addition) after line 90:

> The cost of all labor, materials, and equipment necessary to install, construct, or re-lay pipes, culverts, end sections, anchors, and anti-seep collars including, but not limited to, excavation, placing of earthfill, grading, concrete, rebar, geotextile, and plastic pipe shall be included in the pipe and culvert items. ***Costs associated with fittings (including the CMP to HDPE fitting required to extend the existing underdrain), bentonite grout and the anti-seep collar shall be included in the cost per LF.***

ROAD USE AGREEMENT
(APPLICABLE FOR BOTH PROJECT AREAS)

The Contractor will need to coordinate with and sign a Road Use Agreement with Warrick County to utilize, temporarily close and bond Old State Road 66 for the combination of both projects as well as the section used to access the temporary soil storage location.

CENTERPOINT ENERGY RIGHT-OF-WAY USE AGREEMNT

The Contractor will need to coordinate with and sign a Right-of-Way Use Agreement with Centerpoint Engery to use/cross their utility easement to access the temporary soil storage location.

UTILITY RELOCATION PLANS

Date: 06/24/2021

Subject:

Utility Relocation Work Plan for:	AT&T COMMUNICATIONS
Facility Type:	COMMUNICATION CABLES & EQUIPMENT

Section 1: General Information

A. INDOT/LPA Project Information

1.	DES NO.:	N/A
2.	Route Number:	Old SR 66
3.	Location:	0.45 miles west of Lerch Rd.
4.	Work Type:	Slide Correction
5.	Letting Date:	7/30/2023
6.	Date Initial Notice Response Needed	May 19, 2023
7.	Target Date for Utility to be out of conflict with INDOT Project	AFTER TREE TRIMMING IS COMPLETED
	Intermediate Phase	Enter Target Date
	Intermediate Phase	Enter Target Date

B. Utility Designated Contact – Information

1.	Designated Contact Name:	ROB CHAPMAN
2.	Office telephone:	812-464-6055
3.	Mobile telephone:	812-431-8291
4.	Email address:	JC7161@ATT.COM
5.	Agency name	AT&T COMMUNICATIONS
6.	Address:	134 NW 6TH STREET
7.	City, State, Zip Code:	EVANSVILLE INDIANA 47708
8.	Construction Emergency Contact:	
	Name:	ERIC DOUGLAS
	Number:	812-499-1358

C. By signing here, the Utility has determined to the best of their ability that they do not have facilities within the project area:

Signature of Utility Representative _____ Print Name _____ Date _____

Note: A signature by the utility representative at item "(C)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct

D. INDOT/LPA Utility Coordinator Contact Information

1.	Utility Coordinator Name:	**Jeremy Ross**
2.	Office Telephone:	
3.	Mobile Telephone:	317-493-6488
4.	Email Address:	Jeremy.ross@lochgroup.com
5.	Agency Name:	Lochmueller Group
6.	Address:	**3502 Woodview Trace**
7.	City, State, Zip Code	Indianapolis, IN 46268

Section 2: A narrative description of existing facilities within the project limits and any facility relocation that will be required. [IAC 13-3-3(c)]

A. Describe what types of existing active and inactive facilities are present.
AT&T HAS AERIAL AND BURRIED FACILITIES IN THIS PROJECT LIMITS.

B. Describe the location of existing active and inactive facilities.
AT&T HAS ACTIVE FIBER AND COPPER AERIAL WITH ON INACTIVE BURRIED CABLE.

C. Describe what will be done with existing active and inactive facilities.
AT&T WILL RELOCATE THE AERIAL FIBER AND COPPER CABLES TO THE NORTH SIDE OF THE OLD SR66, AFTER THE TREE TRIMMING IS COMPLETED.

D. Describe the details of the proposed new facilities.
AERIAL FIBER AND COPPER COMMUNICATION CABLES

E. Describe the proposed location of the new facilities.
AT&T WILL RE LOCATE BACK ON SOME EXISTING POLES ON THE NORTH SIDE OF OLD SR66 WIL NEED TO PLACE ONE NEW POLE WITH A NEW GUY AND ANCHOR. THEN REMOVE ONE POLE AND GUY AND ANCHOR FROM THE SOUTHE SIDE OF OLD SR66.

F. By signing here, the Utility has determined to the best of their ability that they have facilities within the project area and the facilities are not in conflict with the project based upon the plans received on <Enter Date Received Plans>

Signature of Utility Representative **Print Name** **Date**

Note: A signature by the utility representative at item "(F)" fulfills the requirement to complete the rest of this form

and affirms their contact information above is correct.

Section 3: A statement whether the facility relocation is or is not dependent on the acquisition of additional property interests with a description of that work. [IAC 13-3-3(c) (2) (B)]

Section 4: A statement whether the utility is or is not willing to allow the INDOT contractor to do the required work as part of the highway contract. [IAC 13-3-3(c) (3)]

Section 5: From the date the work plan is approved by both parties; please provide the Utility's pre-construction scheduling information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

A.	The expected lead time in calendar days to obtain required permits:	90 DAYS
B.	The expected lead time in calendar days to obtain materials:	90 DAYS
C.	The expected lead time in calendar days to schedule work crews:	90 DAYS
D.	If the contractor is being selected by competitive bid what is the date of selection?	Enter Bid Date
E.	The expected lead time in calendar days to obtain new property interests:	Enter Days
F.	The earliest date when the utility could begin to implement the pre-construction activities of the work plan:	Enter Date
G.	The total number of calendar days for pre-construction activities: (accounting for concurrent activities)	90 DAYS AFTER NOTIFICATION

Section 6: The Utility Construction Scheduling Information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

A. A statement whether the facility relocation is or is not dependent on work to be done by another utility with a description of that work. [IAC 13-3-3(c)(2)(A)(I)]

1. Utility A, with a description of the required work.

THE TREE TRIMMING WILL NEED TO BE COMPLETED BEFOR AT&T CAN RELOCATE THE AERIAL CABLES FROM THE SOUTH SIDE OF OLD SR66 TO THE NORTH SIDE

2. Utility B, with a description of the required work.

3. Utility C, with a description of the required work.

B. A statement whether the facility relocation is or is not dependent on work to be done by the department or the department's contractor with a description of that work. [IAC 13-3-3(c)(2)(A)(II)]

1. Work item A

TREE TRIMMING

2. Work item B

3. Work item C

C. How many calendar days after the events identified in Sec 6 A and B are completed can the utility begin construction: 45 DAYS

D. The number of calendar days to complete the relocation work: 30 DAYS

Section 7: A drawing of sufficient detail with station, offset, elevations, and scale to show the proposed location of the facility relocation, which takes precedence over the narrative description of the work, needs to be on INDOT Construction drawings. [IAC 13-3-3(c) (6)]. Plans must be attached to this Work Plan Document.

Section 8: For each work plan the utility shall include a cost estimate for the facility relocation. For reimbursable work the estimate will identify betterment and salvage which is not reimbursable. [IAC 13-3-3(d)]

Section 9: For work the utility is entitled to be compensated by the Department, the work plan shall include documentation of property interests and compensable land rights. [IAC 13-3-3(d)]

Section 10: The implementation of this approved work plan is dependent upon the issuance of: (a notice to proceed will be provided when items in Section 6 are accomplished)

Items Completed	Yes	Not Applicable
An executed reimbursement agreement with INDOT/LPA:	☐	☒
A relocation permit from INDOT/LPA:	☐	☒

(Note: Double-click on box in Yes or NA to mark it with an "X")

Signature of Utility Representative

6-24-2024
Date

John L Chapman Jr.
Utility Representative Name Printed

INDOT/LPA use only below this point ---------- INDOT/LPA use only below this point

INDOT/LPA use only below this point ---------- INDOT/LPA use only below this point

The following sections are to be used by INDOT personnel to review the utility relocation work plan.

Section 11: The Department shall review the work plan to ensure that it: [IAC 13-3-3(e)]

Description	Yes	N/A	Utility Coordinator Initials
(1.a) is compatible with department permit requirements	X		MLH
(1.b) is compatible with the project plans	X		MLH
(1.c) is compatible with the construction schedule	X		MLH
(1.d) is compatible with other utility relocation work plans	X		MLH
(2.a) has reasonable relocation scheme	X		MLH
(2.b) has a reasonable cost for compensable work		X	MLH

(**Note**: Double-click on box under Yes or N/A to mark it with an "X")

Utility Coordinator Signature

June 28, 2024
Date

Michael L Hill, PE
Utility Coordinator Name Printed

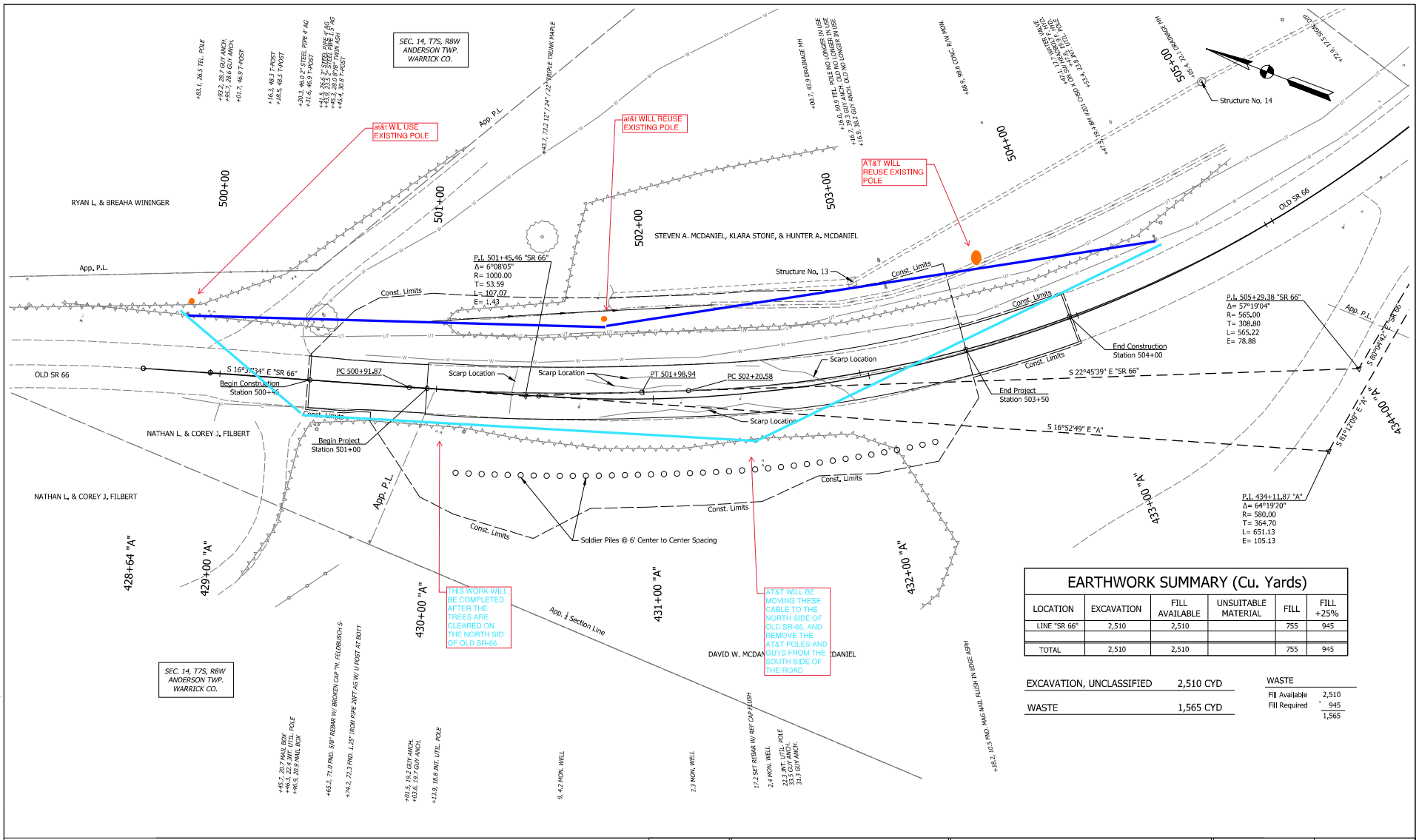
Section 12: Approved Work Plan. [IAC 13-3-3(f)]

I have reviewed the work plan and have been made aware of the schedule and budget.

Richard Jay Akes
Project Manager Signature (LPA Project – ERC Signature)

Nov. 12, 2024
Date

Richard Jay Akes
Project Manager Name Printed (LPA Project – ERC Name Printed)



EARTHWORK SUMMARY (Cu. Yards)

LOCATION	EXCAVATION	FILL AVAILABLE	UNSUITABLE MATERIAL	FILL	FILL +25%
LINE "SR 66"	2,510	2,510		755	945
TOTAL	2,510	2,510		755	945

EXCAVATION, UNCLASSIFIED	2,510 CYD
WASTE	1,565 CYD

WASTE	
Fill Available	2,510
Fill Required	- 945
	1,565

Notes:
1) Station/Offset Toponotes, Benchmarks, & Right-of-Way Described from Line "A".
2) All Stationing off of Line "SR 66" unless otherwise noted.
3) Preliminary research discovered the Right-of-Way grants were not recorded within 1-year of being acquired and there it is anticipated all R/W outside of the existing pavement will need to be re-acquired.

RECOMMENDED FOR APPROVAL — DESIGN ENGINEER — 10/10/2023 DATE

DESIGNED: NAW | DRAWN: ERO
CHECKED: JAW | CHECKED: NAW

INDIANA
DEPARTMENT OF NATURAL RESOURCES

PLAN
LINE "SR 66"

HORIZONTAL SCALE	BRIDGE FILE
1"=20'	-
VERTICAL SCALE	DESIGNATION
---	---
SURVEY BOOK	SHEET
	7 of 26
CONTRACT	PROJECT
---	121-0079

Date: Oct 10, 2023, 9:53am User Name: eckam
File: X:\Production\Projs\2021\121-0079\Deliverables\HY\CAD\INR\Plan-Soldier Pile.dwg

Date: 7-19-2023

Subject:

Utility Relocation Work Plan for:	Centerpoint Energy
Facility Type:	Natural Gas Distribution

Section 1: General Information

A. INDOT/LPA Project Information

1.	DES NO.:	Local
2.	Route Number:	Old SR 66
3.	Location:	See plans for project location
4.	Work Type:	Slide Correction
5.	Letting Date:	September 1, 2023
6.	Date Work Plan Needed	**September 5, 2023**
7.	Target Date for Utility to be out of conflict with INDOT Project	Enter Target Date
	Intermediate Phase	Enter Target Date
	Intermediate Phase	Enter Target Date

B. Utility Designated Contact – Information

1.	Designated Contact Name:	Shelby Williams
2.	Office telephone:	812-491-5923
3.	Mobile telephone:	Enter Mobile Telephone
4.	Email address:	Shelby.williams@centerpointenergy.com
5.	Agency name	Centerpoint Energy
6.	Address:	1 N Main Street
7.	City, State, Zip Code:	Evansville, IN 47711
8.	Construction Emergency Contact:	
	Name:	Centerpoint Energy Emergency
	Number:	800-227-1376

C. By signing here, the Utility has determined to the best of their ability that they do not have facilities within the project area:

Signature of Utility Representative Print Name Date

Note: A signature by the utility representative at item "(C)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct

D. INDOT/LPA Utility Coordinator Contact Information

1.	Utility Coordinator Name:	Jeremy Ross
2.	Office Telephone:	317-493-6488
3.	Mobile Telephone:	317-493-6488
4.	Email Address:	Jeremy.ross@lochgroup.com
5.	Agency Name:	Lochmueller Group
6.	Address:	3502 Woodview Trace
7.	City, State, Zip Code	Indianapolis, IN 46268

Section 2: A narrative description of existing facilities within the project limits and any facility relocation that will be required. [IAC 13-3-3(c)]

A. Describe what types of existing active and inactive facilities are present.

2" PE (60 psi) – Active

B. Describe the location of existing active and inactive facilities.

2" PE (60 psi) – Active – West End of project on South side of Old SR 66

C. Describe what will be done with existing active and inactive facilities.

Existing Active facilities will remain Active and be left in place.

D. Describe the details of the proposed new facilities.

No new facilities will be installed.

E. Describe the proposed location of the new facilities.

No new facilities will be installed.

F. By signing here, the Utility has determined to the best of their ability that they have facilities within the project area and the facilities are not in conflict with the project based upon the plans received on **<7-7-2023>**

Shelby Williams — Signature of Utility Representative

Shelby Williams 7-19-23 — Print Name — Date

Note: A signature by the utility representative at item "(F)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct.

Section 3: A statement whether the facility relocation is or is not dependent on the acquisition of additional property interests with a description of that work. [IAC 13-3-3(c) (2) (B)]

Section 4: A statement whether the utility is or is not willing to allow the INDOT contractor to do the required work as part of the highway contract. [IAC 13-3-3(c) (3)]

Section 5: From the date the work plan is approved by both parties; please provide the Utility's pre-construction scheduling information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

A.	The expected lead time in calendar days to obtain required permits:	Enter Total Days
B.	The expected lead time in calendar days to obtain materials:	Enter Total Days
C.	The expected lead time in calendar days to schedule work crews:	Enter Total Days
D.	If the contractor is being selected by competitive bid what is the date of selection?	Enter Bid Date
E.	The expected lead time in calendar days to obtain new property interests:	Enter Days
F.	The earliest date when the utility could begin to implement the pre-construction activities of the work plan:	Enter Date
G.	The total number of calendar days for pre-construction activities: (accounting for concurrent activities)	Enter Total Days

Section 6: The Utility Construction Scheduling Information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

A. A statement whether the facility relocation is or is not dependent on work to be done by another utility with a description of that work. [IAC 13-3-3(c)(2)(A)(i)]

1. Utility A, with a description of the required work.

2. Utility B, with a description of the required work.

3. Utility C, with a description of the required work.

B. A statement whether the facility relocation is or is not dependent on work to be done by the department or the department's contractor with a description of that work. [IAC 13-3- 3(c)(2)(A)(ii)]

1. Work item A

2. Work item B

3. Work item C

C. How many calendar days after the events identified in Sec 6 A and B are completed can the utility begin construction: Enter Total Days

D. The number of calendar days to complete the relocation work: Enter Total Relocation Days

Section 7: A drawing of sufficient detail with station, offset, elevations, and scale to show the proposed location of

the facility relocation, which takes precedence over the narrative description of the work, needs to be on INDOT Construction drawings. [IAC 13-3-3(c) (6)]. Plans must be attached to this Work Plan Document.

Section 8: For each work plan the utility shall include a cost estimate for the facility relocation. For reimbursable work the estimate will identify betterment and salvage which is not reimbursable. [IAC 13-3-3(d)]

Section 9: For work the utility is entitled to be compensated by the Department, the work plan shall include documentation of property interests and compensable land rights. [IAC 13-3-3(d)]

Section 10: The implementation of this approved work plan is dependent upon the issuance of: (a notice to proceed will be provided when items in Section 6 are accomplished)

Items Completed	Yes	Not Applicable
An executed reimbursement agreement with INDOT/LPA:	☐	☐
A relocation permit from INDOT/LPA:	☐	☐

(Note: Double-click on box in Yes or NA to mark it with an "X")

Signature of Utility Representative

Date

Utility Representative Name Printed

INDOT/LPA use only below this point ---------- INDOT/LPA use only below this point

INDOT/LPA use only below this point ---------- INDOT/LPA use only below this point

The following sections are to be used by INDOT personnel to review the utility relocation work plan.

Section 11: The Department shall review the work plan to ensure that it: [IAC 13-3-3(e)]

Description	Yes	N/A	Utility Coordinator Initials
(1.a) is compatible with department permit requirements	☐	☒	JJR
(1.b) is compatible with the project plans	☒	☐	JJR
(1.c) is compatible with the construction schedule	☒	☐	JJR
(1.d) is compatible with other utility relocation work plans	☒	☐	JJR
(2.a) has reasonable relocation scheme	☐	☒	JJR
(2.b) has a reasonable cost for compensable work	☐	☒	JJR

(**Note**: Double-click on box under Yes or N/A to mark it with an "X")

October 12, 2023

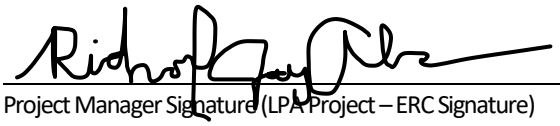
Utility Coordinator Signature — Date

Jeremy Ross

Utility Coordinator Name Printed

Section 12: Approved Work Plan. [IAC 13-3-3(f)]

I have reviewed the work plan and have been made aware of the schedule and budget.



10/20/2023

Project Manager Signature (LPA Project – ERC Signature) — Date

Richard Jay Akes

Project Manager Name Printed (LPA Project – ERC Name Printed)

INDIANA AMERICAN WATER

Date: October 11, 2023

Subject:

Utility Relocation Work Plan for:	Indiana-American Water
Facility Type:	water

Section 1: General Information

A. INDOT/LPA Project Information

1.	DES NO.:	Local
2.	Route Number:	Old SR 66
3.	Location:	See plans for project location
4.	Work Type:	Slide Correction
5.	Letting Date:	September 1, 2023
6.	Date Work Plan Needed	**September 5, 2023**
7.	Target Date for Utility to be out of conflict with INDOT Project	Enter Target Date
	Intermediate Phase	Enter Target Date
	Intermediate Phase	Enter Target Date

B. Utility Designated Contact – Information

1.	Designated Contact Name:	Jacquelyne Byland
2.	Office telephone:	
3.	Mobile telephone:	(317) 694-9338
4.	Email address:	jacquelyne.byland@amwater.com
5.	Agency name	
6.	Address:	Indiana-American Water
7.	City, State, Zip Code:	153 N. Emerson Ave
8.	Construction Emergency Contact:	Greenwood, IN 46143
	Name:	
	Number:	Roger Johnson

C. By signing here, the Utility has determined to the best of their ability that they do not have facilities within the project area:

Signature of Utility Representative Print Name Date

Note: A signature by the utility representative at item "(C)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct

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D. INDOT/LPA Utility Coordinator Contact Information

1.	Utility Coordinator Name:	Jeremy Ross
2.	Office Telephone:	317-493-6488
3.	Mobile Telephone:	317-493-6488
4.	Email Address:	Jeremy.ross@lochgroup.com
5.	Agency Name:	Lochmueller Group
6.	Address:	3502 Woodview Trace
7.	City, State, Zip Code	Indianapolis, IN 46268

Section 2: A narrative description of existing facilities within the project limits and any facility relocation that will be required. [IAC 13-3-3(c)]

A. Describe what types of existing active and inactive facilities are present.
Existing facilities include 6" water main and appurtenances including, but not limited to, valves, hydrants, services, and meter pits.

B. Describe the location of existing active and inactive facilities.
See Attachment A

C. Describe what will be done with existing active and inactive facilities.
Existing facilities are not in conflict with the project.

Contractor shall protect existing water main in place during compaction of aggregate over existing water main.

D. Describe the details of the proposed new facilities.
N/A

E. Describe the proposed location of the new facilities.
N/A

F. By signing here, the Utility has determined to the best of their ability that they have facilities within the project area and the facilities are not in conflict with the project based upon the plans received on **October 10, 2023**.

J Byland

Signature of Utility Representative

Jacquelyne Byland 10/12/2023

Print Name Date

Note: A signature by the utility representative at item "(F)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct.

Section 3: A statement whether the facility relocation is or is not dependent on the acquisition of additional property interests with a description of that work. [IAC 13-3-3(c) (2) (B)]

Section 4: A statement whether the utility is or is not willing to allow the INDOT contractor to do the required work as part of the highway contract. [IAC 13-3-3(c) (3)]

Section 5: From the date the work plan is approved by both parties; please provide the Utility's pre-construction scheduling information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

A.	The expected lead time in calendar days to obtain required permits:	Enter Total Days
B.	The expected lead time in calendar days to obtain materials:	Enter Total Days
C.	The expected lead time in calendar days to schedule work crews:	Enter Total Days
D.	If the contractor is being selected by competitive bid what is the date of selection?	Enter Bid Date
E.	The expected lead time in calendar days to obtain new property interests:	Enter Days
F.	The earliest date when the utility could begin to implement the pre-construction activities of the work plan:	Enter Date
G.	The total number of calendar days for pre-construction activities: (accounting for concurrent activities)	Enter Total Days

Section 6: The Utility Construction Scheduling Information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

A. A statement whether the facility relocation is or is not dependent on work to be done by another utility with a description of that work. [IAC 13-3-3(c)(2)(A)(i)]

1. Utility A, with a description of the required work.

2. Utility B, with a description of the required work.

3. Utility C, with a description of the required work.

B. A statement whether the facility relocation is or is not dependent on work to be done by the department or the department's contractor with a description of that work. [IAC 13-3- 3(c)(2)(A)(ii)]

1. Work item A

2. Work item B

3. Work item C

C. How many calendar days after the events identified in Sec 6 A and B are completed can the utility begin construction: Enter Total Days

D. The number of calendar days to complete the relocation work: Enter Total Relocation Days

Section 7: A drawing of sufficient detail with station, offset, elevations, and scale to show the proposed location of the facility relocation, which takes precedence over the narrative description of the work, needs to be on INDOT Construction drawings. [IAC 13-3-3(c) (6)]. Plans must be attached to this Work Plan Document.

Section 8: For each work plan the utility shall include a cost estimate for the facility relocation. For reimbursable work the estimate will identify betterment and salvage which is not reimbursable. [IAC 13-3-3(d)]

Section 9: For work the utility is entitled to be compensated by the Department, the work plan shall include documentation of property interests and compensable land rights. [IAC 13-3-3(d)]

Section 10: The implementation of this approved work plan is dependent upon the issuance of: (a notice to proceed will be provided when items in Section 6 are accomplished)

Items Completed	Yes	Not Applicable
An executed reimbursement agreement with INDOT/LPA:	☐	☐
A relocation permit from INDOT/LPA:	☐	☐

(Note: Double-click on box in Yes or NA to mark it with an "X")

The following sections are to be used by INDOT personnel to review the utility relocation work plan.

Section 11: The Department shall review the work plan to ensure that it: [IAC 13-3-3(e)]

Description	Yes	N/A	Utility Coordinator Initials
(1.a) is compatible with department permit requirements	☐	☒	JJR
(1.b) is compatible with the project plans	☒	☐	JJR
(1.c) is compatible with the construction schedule	☒	☐	JJR
(1.d) is compatible with other utility relocation work plans	☒	☐	JJR
(2.a) has reasonable relocation scheme	☐	☒	JJR
(2.b) has a reasonable cost for compensable work	☐	☒	JJR

(**Note**: Double-click on box under Yes or N/A to mark it with an "X")

October 12, 2023

Utility Coordinator Signature — Date

Jeremy Ross

Utility Coordinator Name Printed

Section 12: Approved Work Plan. [IAC 13-3-3(f)]

I have reviewed the work plan and have been made aware of the schedule and budget.

Project Manager Signature (LPA Project – ERC Signature) — Date

Section 12: Approved Work Plan. [IAC 13-3-3(f)]

I have reviewed the work plan and have been made aware of the schedule and budget.

Project Manager Signature (LPA Project – ERC Signature)

10/20/2023

Date

Richard Jay Akes

Project Manager Name Printed (LPA Project – ERC Name Printed)

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December 1, 2025

INSTRUCTION TO BIDDERS

Confirmation of Wage Determination

This is to advise all bidders that this project will utilize Bipartisan Infrastructure Law (BIL) grant funds and shall require a Wage Determination(s). The applicable Wage Determination(s) for contract ENG2615208022/ E008-318 has been provided below. The rate was obtained at least 10 days before the bid date. It has been determined that subsequent revisions to the wage rate provided would not provide bidders with adequate time to prepare their bid. The general decision number, date, and modification number are provided below. Copies of these wage determinations are available on the System for Award Management (SAM) at https://sam.gov/ content/wage-determinations.

Davis-Bacon Wage
General Decision Number: IN20250006
Modification Number: 25
Modified10/3/2025
Wage can be found at: SAM.gov

"General Decision Number: IN20250006 10/03/2025

Superseded General Decision Number: IN20240006

State: Indiana

Construction Types: Heavy and Highway

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

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

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or	Executive Order 13658 generally applies to the contract. The contractor must pay all

extended on or after January 30, 2022:	covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	01/17/2025
2	01/31/2025
3	02/14/2025
4	02/21/2025
5	03/07/2025
6	04/04/2025
7	04/18/2025
8	04/25/2025
9	05/09/2025
10	05/16/2025
11	05/23/2025
12	06/06/2025
13	06/13/2025
14	06/27/2025
15	07/04/2025
16	07/11/2025
17	07/18/2025
18	08/01/2025
19	08/08/2025
20	08/22/2025
21	08/29/2025
22	09/05/2025
23	09/12/2025
24	09/19/2025
25	10/03/2025

ASBE0008-004 03/01/2025

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

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings & finishings to all types of mechanical systems).....	$ 35.23	22.79
HAZARDOUS MATERIAL HANDLER (Includes preparation, wettings, stripping, removal, scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....	$ 25.00	13.70

ASBE0017-008 06/01/2025

NEWTON COUNTY:

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	$ 56.02	37.24
HAZARDOUS MATERIAL HANDLER (INCLUDES PREPARATION, WETTING, STRIPPING REMOVAL SCRAPPING, VACUUMING, BAGGING AND DISPOSAL OF ALL INSULATION MATERIALS, WHETHER THEY CONTAIN ASBESTOS OR NOT, FROM MECHAINCAL SYSTEMS).....	$ 44.82	34.00

ASBE0018-005 06/01/2025

BROWN, BARTHOLOMEW, BENTON, BOONE, CARROLL, CASS, CLAY, CLINTON, DECATUR, DELAWARE, ELKHART. FOUNTAIN, FULTON, GREENE, HAMILTON, HANCOCK, HENDRICKS, HENRY, HOWARD, JASPER, JOHNSON, KOSCIUSKO, LAGRANGE, MARSHALL, MADISON, MARION, MONROE, MONTGOMERY, MORGAN, OWEN, PARKE, PULASKI, PUTNAM, RUSH, SHELBY, STARKE, TIPPECANOE, TIPTON, VERMILLION, VIGO, WARREN and WHITE Counties

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (includes application of all insulating materials, protective coverings, coatings and finishings to all types of		

mechanical systems).....$ 40.20 25.68
HAZARDOUS MATERIAL HANDLER
(includes preparation,
wettings, stripping, removal,
scrapping, vacuuming, bagging
& disposing of all
insulation materials, whether
they contain asbestos or not,
from mechanical systems).....$ 23.00 14.40

ASBE0037-004 04/05/2025

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

Rates Fringes

ASBESTOS WORKER/HEAT & FROST
INSULATOR (includes
application of all insulating
materials protective
coverings, coatings an
finishes to all types of
mechanical systems. Also the
application of firestopping,
material openings and
penetrations in walls,
floors, ceilings, curtain
walls and all lead abatement.)...$ 38.19 23.59
HAZARDOUS MATERIAL HANDLER
(Includes preparation,
wetting, stripping, removal,
scrapping, vacuuming, bagging
and disposing of all
insulation materials, whether
they contain asbestos or not,
from mechanical systems).....$ 33.44 21.84

ASBE0041-002 03/01/2025

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

Rates Fringes

ASBESTOS WORKER/HEAT & FROST
INSULATOR (includes
application of all insulating
materials, protective
coverings, coatings and
finishings to all types of
mechanical systems).....$ 37.25 19.85

HAZARDOUS MATERIAL HANDLER
(includes preparation,
wettings, stripping, removal,
scrapping, vaccuming, bagging
& disposing of all insulation
materials, whether they
contain asbestos or not, from
mechanical systems).....$ 35.10 19.39

ASBE0051-003 03/01/2025

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

Rates Fringes

ASBESTOS WORKER/HEAT & FROST
INSULATOR (Includes
application of all insulating
materials, protective
coverings, coatings and
finishings to all types of
mechanical systems).....$ 30.00 20.89
HAZARDOUS MATERIAL HANDLER
(includes preparation,
wettings, stripping, removal,
scrapping, vaccuming, bagging
& disposing of all insulation
materials, whether they
contain asbestos or not, from
mechanical systems).....$ 19.80 13.30

ASBE0079-002 07/01/2024

RANDOLPH AND WAYNE COUNTIES

Rates Fringes

ASBESTOS WORKER/HEAT & FROST
INSULATOR (Includes
application of all insulating
materials, protective
coverings, coatings &
finishings to all types of
mechanical systems).....$ 38.56 18.70
HAZARDOUS MATERIAL HANDLER
(Includes preparation,
wetting, stripping, removal,
scrapping, vacuuming, bagging
& disposing of all insulation
materials, whether they
contain asbestos or not, from
mechanical systems)).....$ 38.56 18.70

BRIN0003-001 06/01/2023

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

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

BRIN0004-004 06/01/2024

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

	Rates	Fringes
BRICKLAYER (STONE MASON, MARBLE MASONS, POINTER, CLEANER, AND CAULKER)	$ 35.00	21.60
Terrazzo Grinder Finisher	$ 31.00	17.89
Terrazzo Worker Mechanic	$ 36.30	22.04
Tile Setter & Marble Mason Mechanic	$ 31.55	19.08
Tile, Marble & Terrazzo Finisher	$ 31.55	19.08

BRIN0004-005 06/01/2024

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

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

BRIN0004-009 06/01/2024

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

Rates Fringes

Bricklayer, Stonemason.....$ 35.21 18.19
TERRAZZO FINISHER.....$ 25.33 14.19
TERRAZZO WORKER/SETTER.....$ 37.97 18.06
Tile & Marble Finisher.....$ 25.33 14.19
Tile, Marble Setter.....$ 37.22 18.05

BRIN0004-010 06/01/2024

CLARK, FLOYD, and HARRISON Counties

Rates Fringes

BRICKLAYER
BRICKLAYERS, STONEMASONS
AND CEMENT MASONS.....$ 33.70 16.57

BRIN0004-015 06/01/2024

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

Rates Fringes

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

BRIN0004-016 06/01/2024

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

Rates Fringes

Bricklayer, Stonemason,
Pointer, Caulker & Cleaner.....$ 35.83 20.89
TERRAZZO FINISHER.....$ 25.33 14.19
TERRAZZO WORKER/SETTER.....$ 37.97 18.06
Tile & Marble Finisher.....$ 25.33 14.19

Tile & Marble Setter; Mosaic
Worker.....$ 35.83 20.89

BRIN0006-001 06/01/2023

JASPER, NEWTON & STARKE COUNTIES

Rates Fringes

BRICKLAYER (Including
Stonemason, and Pointer,
Caulker & Cleaner).....$ 42.05 28.22
Tile, Marble & Terrazzo Worker...$ 42.05 28.22

BRIN0011-001 06/01/2023

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

Rates Fringes

Bricklayer, Stonemason,
Pointer, Caulker & Cleaner.....$ 33.75 20.12
TERRAZZO FINISHER.....$ 23.38 13.15
TERRAZZO WORKER/SETTER.....$ 36.38 17.24
Tile & Marble Finisher.....$ 24.33 13.16
Tile & Marble Setter; Mosaic
Worker.....$ 35.63 17.23

BRIN0018-002 06/01/2023

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

Rates Fringes

Bricklayer, Caulker, Cleaner,
Pointer.....$ 34.00 19.71

CARP0002-023 04/01/2025

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

Rates Fringes

CARPENTER.....$ 31.09 28.53

CARP0133-001 04/01/2025

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

	Rates	Fringes
CARPENTER.....	$ 34.69	25.59

CARP0133-003 04/01/2025

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

	Rates	Fringes
CARPENTER.....	$ 35.80	25.59

CARP0175-004 04/01/2025

CLARK, FLOYD, HARRISON, JEFFERSON,SCOTT AND WASHINGTON COUNTIES

	Rates	Fringes
CARPENTER.....	$ 30.52	29.11

CARP0215-002 04/01/2025

BENTON, CARROLL, CLINTON, PULASKI, TIPPECANOE, WARREN AND WHITE COUNTIES

	Rates	Fringes
CARPENTER.....	$ 36.95	26.34

CARP0224-011 04/01/2025

CRAWFORD, DUBOIS, PERRY, PIKE, POSEY, SPENCER, VANDERBURGH AND WARRICK COUNTIES:

	Rates	Fringes
CARPENTER.....	$ 30.59	29.03

CARP0224-012 04/01/2025

DAVIESS, GIBSON, GREENE, KNOX, LAWRENCE, MARTIN, ORANGE AND SULLIVAN COUNTIES:

	Rates	Fringes

CARPENTER.....$ 30.94 29.08

CARP0232-003 04/01/2025

ALLEN, DEKALB, LAGRANGE, NOBLE, STEUBEN and WHITLEY COUNTIES

	Rates	Fringes
CARPENTER	$ 33.74	25.84

CARP0301-001 04/01/2025

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

	Rates	Fringes
CARPENTER	$ 34.25	25.59

CARP0413-003 04/01/2025

ADAMS, CASS, ELKHART, FULTON, GRANT, HOWARD, HUNTINGTON, KOSCIUSKO, MARSHALL, MIAMI, TIPTON, WABASH AND WELLS COUNTIES:

	Rates	Fringes
CARPENTER	$ 34.06	25.67

CARP0999-001 06/01/2025

JASPER, NEWTON, AND STARKE COUNTIES

	Rates	Fringes
CARPENTER	$ 45.91	35.90

CARP1016-001 04/01/2025

BLACKFORD, DELAWARE, FAYETTE, HENRY, JAY, MADISON, RANDOLPH, UNION AND WAYNE COUNTIES

	Rates	Fringes
CARPENTER	$ 34.55	25.59

CARP1076-004 04/01/2016

HAMILTON and MARION Counties, and the following Townships in JOHNSON County: Camp Atterbury (North of Hospital Rd.), Clark,

Pleasant, and White River

	Rates	Fringes
MILLWRIGHT	$ 26.81	19.28

CARP1076-005 06/01/2025

JASPER, NEWTON, PULASKI, and STARKE Counties

	Rates	Fringes
MILLWRIGHT	$ 47.92	37.23

CARP1076-006 06/01/2025

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

	Rates	Fringes
MILLWRIGHT	$ 39.10	26.94

CARP1080-001 04/01/2025

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

	Rates	Fringes
MILLWRIGHT		
ZONE 1		
POSEY, VANDERBURGH and WARRICK COUNTIES	$ 36.30	28.37
ZONE 2		
GIBSON, GREENE AND SULLIVAN COUNTIES	$ 35.00	29.33

ELEC0016-003 04/01/2023

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

	Rates	Fringes
ELECTRICIAN	$ 41.04	18.94

ELEC0016-006 08/31/2024

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

	Rates	Fringes
ELECTRICIAN (Communication Technician Only)	$ 33.98	18.04

ELEC0071-006 01/02/2024

DEARBORN, OHIO, and SWTIZERLAND COUNTIES

	Rates	Fringes
Line Construction:		
Equipment Operator	$ 39.11	4%+15.57
Groundman	$ 25.90	4%+12.93
Lineman & Cable Splicers	$ 44.52	4%+16.65

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* ELEC0153-003 06/01/2025

ELKHART, KOSCIUSKO and MARSHALL COUNTIES

	Rates	Fringes
Communication Technician	$ 26.50	18.33
ELECTRICIAN	$ 46.00	29.23

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

ELEC0212-002 11/30/2023

DEARBORN, OHIO, and SWITZERLAND COUNTIES

	Rates	Fringes
ELECTRICIAN (Communication Technician Only)	$ 27.20	14.54

ELEC0212-009 06/07/2025

DEARBORN, OHIO, and SWITZERLAND COUNTIES

	Rates	Fringes
ELECTRICIAN.....	$ 38.05	22.32

ELEC0305-003 12/01/2024

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

	Rates	Fringes
ELECTRICIAN.....	$ 40.18	27.43%+12.16

ELEC0305-004 08/31/2024

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

	Rates	Fringes
ELECTRICIAN (Communication Technician Only).....	$ 36.00	21.51

ELEC0369-005 05/29/2025

CLARK, FLOYD, HARRISON, JACKSON, JEFFERSON, SCOTT, and WASHINGTON Counties

	Rates	Fringes
ELECTRICIAN.....	$ 40.96	22.44

ELEC0481-003 03/31/2025

BARTHOLOMEW, BOONE, DECATUR, HAMILTON, HANCOCK, HENDRICKS, JENNINGS, JOHNSON, MADISON, MARION, MONTGOMERY, MORGAN, PUTNAM, RIPLEY, RUSH AND SHELBY COUNTIES

	Rates	Fringes
ELECTRICIAN.....	$ 45.45	28.19

ELEC0481-004 01/01/2023

BARTHOLOMEW, BOONE, DECATUR, HAMILTON, HANCOCK, HENDRICKS,

JENNINGS, JOHNSON, MADISON, MARION, MONTGOMERY, MORGAN, PUTNAM, RIPLEY, RUSH AND SHELBY COUNTIES

	Rates	Fringes
ELECTRICIAN (Communication Technician Only)	$ 35.76	18.96

ELEC0531-002 05/31/2025

JASPER, PULASKI, and STARKE COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 49.00	32.89

ELEC0531-003 05/28/2018

JASPER, PULASKI, and STARKE COUNTIES

	Rates	Fringes
ELECTRICIAN (Communication Technician Only)	$ 27.64	13.23

ELEC0538-005 06/01/2024

FOUNTAIN, VERMILLION, and WARREN Counties

	Rates	Fringes
ELECTRICIAN	$ 40.00	26.01

ELEC0538-009 09/01/2024

FOUNTAIN, VERMILLION, and WARREN Counties

	Rates	Fringes
ELECTRICIAN (Communication Technician Only)	$ 38.88	19.02

ELEC0668-001 06/01/2023

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

	Rates	Fringes
ELECTRICIAN (Communication Technician Only)	$ 33.02	16.10

ELEC0668-002 06/01/2025

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

	Rates	Fringes
ELECTRICIAN.....	$ 42.00	24.15

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

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* ELEC0697-003 08/31/2025

NEWTON COUNTY

	Rates	Fringes
ELECTRICIAN (Communication Technician Only).....	$ 41.50	31.23

ELEC0697-006 06/01/2024

NEWTON COUNTY

	Rates	Fringes
ELECTRICIAN.....	$ 48.10	31.28

ELEC0702-003 01/02/2025

DUBOIS, GIBSON, PERRY, PIKE, POSEY, SPENCER AND VANDERBURGH COUNTIES

	Rates	Fringes
Line Construction:		
GROUNDMAN, Class A.....	$ 33.96	30% + 8.85
GROUNDMAN-EQUIPMENT OPERATOR (All other equipment).....	$ 43.19	30% + 8.85
HEAVY-EQUIPMENT OPERATOR (All crawler type equipment D-4 and larger)...	$ 49.30	30% + 8.85
LINEMAN.....	$ 60.15	30% + 8.85

ELEC0725-007 06/01/2022

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

	Rates	Fringes

Communication Technician.....$ 30.00 18.07

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

ELEC0725-014 10/01/2024

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

	Rates	Fringes
ELECTRICIAN.....	$ 43.30	25.32

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* ELEC0855-002 06/01/2025

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

	Rates	Fringes
ELECTRICIAN (Communication Technician Only).....	$ 39.20	17.95

ELEC0855-004 06/01/2025

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

	Rates	Fringes
ELECTRICIAN.....	$ 40.18	22.15

ELEC0873-001 06/01/2021

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

	Rates	Fringes
ELECTRICIAN (Communication Technician Only).....	$ 30.08	17.23

ELEC0873-002 03/01/2025

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

Rates Fringes

ELECTRICIAN.....$ 42.02 23.07

ELEC1393-001 12/02/2024

REMAINING COUNTIES

Rates Fringes

Line Construction:
EQUIPMENT OPERATOR 1:
Diggers, 5th wheel type
trucks, crawler type, D-4
and smaller, bucket trucks
and live boom type line
trucks.....$ 36.86 28%+7.64
EQUIPMENT OPERATOR 3
(Backhoes over 1/2 yard
bucket capacity, cranes
rated at 15 ton or more
capacity) 95% J.L. rate.....$ 45.53 28%+7.64
GROUNDMAN TRUCK DRIVER.....$ 27.57 29%+6.75
GROUNDMAN.....$ 25.04 29%+6.75
LINEMAN.....$ 48.35 28%+7.64

ENGI0103-003 04/01/2025

INCLUDING UNDERGROUND AND UTILITY CONSTRUCTION

ADAMS, ALLEN, BENTON, BLACKFORD, CARROLL, CASS, CLINTON, DEKALB, DELAWARE, FAYETTE, GRANT, HAMILTON, HANCOCK, HENRY, HOWARD, HUNTINGTON, JAY, JOHNSON, MADISON, MARION, MIAMI, RANDOLPH, RUSH, SHELBY, STEUBEN, TIPPECANOE, TIPTON, UNION, WABASH, WAYNE, WELLS, WHITE AND WHITLEY COUNTIES

Rates Fringes

Power equipment operators:
GROUP 1.....$ 44.60 23.35
GROUP 2.....$ 42.88 23.35
GROUP 3.....$ 41.96 23.35
GROUP 4.....$ 40.46 23.35

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Air compressors in manifold with throttle valve; Asphalt plant engineer; Auto grade or similar type machine; Auto patrol; Backhoe or farm-type tractor, 45 hp and over; Ballast regulator (RR); Bituminous mixer; Bituminous paver; Bituminous plant engineer; Bulldozer; Caisson drilling machine; Cherry picker, 15 ton or over; Chip spreader; Concrete mixer 21 cu. ft. or over; Core drilling machine;

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

GROUP 2: Air compressor with throttle valve or clever brooks-type combination; Backfiller; Backhoe on farm-type tractor, under 45 hp; Bull float; Cherry picker under 15 ton; Chip spreader, self-propelled; Concrete pump; Concrete mesh depressor, independently
operated; Concrete spreader, power-driven; End loader under 1 1/2 cu. yd.; Excavating loader, portable; Finishing machine and bull float; Gunite machine; Head greaser; Mesh or steel placer; Multiple tamping machine (RR); P.C.C. concrete belt placer; Pull grader, power control; Refrigerating machine, freezing operation; Ross carrier; Sheepfoot roller (self-propelled); Tamper (multiple vibrating, asphalt, waterbound macadam, bituminous macadam, brick surface); Trench machine, 24"" and under; Tube float; Welder

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

GROUP 4: Air compressor; Assistant to engineer, oiler;

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

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ENGI0150-009 04/01/2025

HEAVY, HIGHWAY AND RAILROAD CONSTRUCTION

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

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1	$ 38.85	36.65
GROUP 2	$ 37.25	36.65
GROUP 3	$ 35.95	36.65
GROUP 4	$ 34.55	36.65
GROUP 5	$ 24.30	30.85

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Air compressors in manifold with throttle valve; Asphalt plant engineer; Auto grade or similar type machine; Auto patrol; Automatic Sub-Grade; Backhoe or farm type tractor, 45 hp and over; Ballast regulator (RR); Barrier Wall Machine; Batch Plants (Concrete & Asphalt); B ituminous mixer; Bituminous paver; Bituminous plant engineer; Boring Machine; Bulldozer; Caisson drilling machine; Cherry picker, 15 ton or over; Chip spreader; Concrete mixer, 21 cu. ft. or over; Concrete Belt Placer; Concrete Paver; Concrete Pump (Truck Mounted); Concrete Saw (track mounted); Concrete Spreader (power driven); Core drilling machine; Crane or derrick with any attachment (including clamshell, dragline, shovel, backhoe, etc.); Curb Machine; Gutter Machine; Dredge engineer; Dredge operator; Drilling machine on which the drill is an integral part; Earthmover, rubber-tired (paddle wheel, 616, 631, TS-24 or similar type); Earthmover, rubber-tired, tandem (.50 per hr. additional for each bowl); Elevating Grader; Forklift (10 ton or over); P.C.C. Formless Paver; Gradall; Gravel Processing Plant (portable); Operator of

Guard Rail Post Driver; Highlift Shovel 1-1/2 cu.yd. or over) Frame; Hoist (2 drum & over); Helicopter crew; Hydraulic boom truck; Hydraulic Excavator; Loaded-Self propelled (belt chain wheel); Laser Screed; Locomotive operator; Mechanic; Mucking machine; P.C.C. Concrete Belt Placer; Panel board concrete plant (central mix type); Paver (Hetherington); Pavement Breaker; Pile driver, skid or crawler; Road paving mixer; Rock breaking plant; Rock crushing plant (portable); Roller (asphalt, waterbound macadam, bituminous macadam, brick surface); Roller with dozer blade; Road Widener; Root rake (tractor-mounted); Roto Mill Grinder; Self-propelled widener; Stump remover; Surface heater and planer; Tandem push tractor ($0.50 per hour additional); Tractor, boom; Winch or hoe head; Tractor (push); Tractor with scoop; Tractor-mounted spreader; Tree mover; Trench machine, over 24""; Tug boat operator; Well drilling machine; Widener (Apsco or similar type); Winch truck with A-frame

GROUP 2: Air compressor with throttle valve or Clever Brooks type combination; Backfiller; Farm type tractor (under 45 H.P.); Cherry picker under 15 ton; Chip spreader (self-propelled); Concrete pump (trailer type); Concrete mesh depressor, independently operated; End loader under 1 1/2 cu. yd.; Excavating loader (portable); Finishing machine and bull float; Gunite machine; Hydraulic Power unit; Head greaser; Mesh or
steel placer; Multiple tamping backhoe on machine (RR); Bull float (bidwell Machine); Refrigerating machine-operation; Ross Carrier; Sheepfoot roller (self-propelled); Tamper-Multiple Vibrating (Asphalt, Waterbound, Macadam, Bituminous Macadam, Brick Surface); Trench machine (24"" and under); Tube float; Water Pull/Wagon; Welder

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

GROUP 4: Air compressor; Assistant to engineer, oiler; Bituminous patching tamper; Belt spreader; Broom and belt machine; Chair cart, self-propelled; Coleman-type screen; Conveyor, portable; Deck-hand Digger post hole, power-driven; Forklift, under 10 ton; Form grader; Form tamper, motor-driven; Generator; Hetherington driver; Hydra

seeder; Mechanic heater; Operator, 2 pieces of minor equipment; Outboard or inboard motor boat; Power curing spraying machine; Pug mill; Pull broom, power type; Seaman tiller; Skid steer loader over 3/4 cu. yd.; Straw blower or brush mulcher; Striping machine paint, motor-driven; Sub-grader; Tractaire; Tractor, below 50 h.p.; Truck crane oiler; Spreader; Water pump

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

ENGI0150-039 06/01/2025

UNDERGROUND & UTILITY CONSTRUCTION:

JASPER, NEWTON, PULASKI AND STARKE COUNTIES:

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1	$ 48.70	45.93
GROUP 2	$ 47.90	45.93
GROUP 3	$ 43.60	45.93
GROUP 4	$ 41.40	45.93
GROUP 5	$ 35.95	45.93

POWER EQUITMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt plants (construction), Asphalt plant (permanent), Auto Patrol (Maintainer), Automatic Dry Batch Plant, Automated Concrete Placer, Automated Sub-Grader, Automated Slip Form Paver, Automated Finish Machine, Combination Backhoe Front, End Loader Machine (1/2 cu. yd.), Backhoe bucket or over or with attachments), Combination backhoe 1 cu yd, Backhoe bucket or over or with attachments, Ballast Regulator (RR), Belt Loader (stationary), Boring Machine (road), Bulldozer, Concrete Mixer(27 cu. ft. or over), Concrete Pump (truck mounted), Concrete Breaker (truck mounted and self-propelled), Core Drilling Machine, Cranes and Backhoes (all attachments), Cranes, Hammerhead, Creter Crane, Crushers (concrete, rock, recycling, etc.), Derricks , Derricks (traveling), Dredge Operator, Formless Curb and Gutter Machine (36 inches and over), Formless Curb and Gutter Machine under 36 inches, Gradall and Machines (of a like nature), Guardrail Post Driver (truck mounted), Lead Greaser, Helicopter, Highlift Shovel (3 yd. and over), Hoist (1 drum), Hoist (2, and 3 drums), Hydraulic Power Units (grouting, piledriving and extracting) Hydro or water blaster (self-propelled), Locomotive Operators, Mechanic, Welder, Mucking Machine, Panelboard Concrete Plant (central mix type), Paver (Hetherington), Pile Driver (Skid or Crawler), Road Paving Mixer, Rock Drill Crawler or Skid Rig, Rock Drill (truck Mounted), Ross Carrier, Roto Mill Grinder (36"" and over),

Roto mill grinder (less than 36""), Throttle Valve and Compressor or Clever Brooks Type Combination, Throttle Valve and Fireman Combination or Horizontal or Upright Boiler, Tournapull or similar type equipment, Tractor (boom), Tractor Drawn Belt Loader with attached Pusher (requires two engineers), Trench Machine, Tug Boat Operator, Wheel Excavator, Winch Tractor with ""a"" frame, Scoops, Turnapull or similar types machine used in Tandem (add $1.00 to class l hourly rate for each machine attached there to).

GROUP 2: Combination Backhoe Front End Loader Machine with less than 1/2 cu. yd., Backhoe Bucket or with attachments, Bituminous Mixer, Bituminous Paver, Bridge Deck Finisher, Concrete Mixer (less than 27 cu. ft.), Compressor and throttle valve, Compressor (common receiver 3), Greaser, Highlift Shovels (under 3 cu. yds.), Jersey Spreader or Base Paver, Pavement Bump Grinder (self-propelled), Roller (Asphalt, waterbound, Macadam, Bituminous Macadam, Brick Surface, Sheepfoot Roller (self- propelled with blade), Surface Heater and Planer, Tamper (mutiple vibrating, asphalt waterbound macadam, bituminouus macadam, brick surface), Tractor (push), Tractor with scoop, Widener, Apsco or similar type.

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

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

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

ENGI0181-014 04/01/2025

HEAVY AND HIGHWAY CONSTRUCTION:

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

	Rates	Fringes
Power equipment operators:		
GROUP A	$ 46.80	19.60
GROUP B	$ 44.15	19.60
GROUP C	$ 42.02	19.60

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

GROUP B: Air compressor with throttle valve or clever brooks-type combination; Backfiller, base paver, Jersey or similar type machine; Bull float; Concrete finishing machine; Concrete mesh depressor, independently operated; Concrete spreader, power- driven; Dredge engineer; Excavator loader, portable; Fire tender on boiler;

Forklift, regardless of ton; Hoists, 1 drum; Mesh or steel placer; Minor equipment operator, 5 pieces; Multiple tamping machine (RR); P.C.C. concrete placer; Paving breaker; Power broom, self-propelled;
Pull grader, power-controlled; Refrigerating machine, freezing operation; Roller, earth and sub- base material; Ross carrier (Straddle buggy); Sheepfoot roller, self-propelled without blade; Tamper, multiple\vibrating (asphalt, waterbound macadam, bituminous macadam, brick surface); Tamper, multiple vibrating (earth and sub-base material); Trench machine, 24"" and under; Tube float; Well point system; Widener, Apsco or similar type; Winch truck with A-frame.

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

ENGI0181-015 04/01/2025

SEWER WATERLINE & UTILITY CONSTRUCTION:

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

	Rates	Fringes
Power equipment operators:		
GROUP A.....	$ 43.43	19.60
GROUP B.....	$ 35.30	19.60

SEWER WATERLINE & UTILITY CONSTRUCTION

GROUP A: A-frame winch truck; Air compressor 900 cu. ft. and over; Air tugger; Autograde (CMI); Auto patrol; Backhoe;

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

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

ENGI0841-011 04/01/2024

HEAVY, HIGHWAY AND UTILITY CONSTRUCTION

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

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Air Compressor Over 600 CU FT, Air Compressors (2), Compressors hooked in Manifold, Asphalt Plant Engineer,

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

GROUP 2: Air Compressor 600 cu. ft. and under, Air Tugger, Air Valves, Assistant Concrete Plant Engineer, Assistant Asphalt Plant Engineer, Asphalt Plant Fireman, Bulk Cement Plant Equipment Greaser, Concrete Mixers without Skips, Curbing Machine, Concrete Saw (Self Propelled), Conveyors,Cement Blimps, Ditching Machine under 6"", Distributor Operator On trucks, Deck Hands, Elevators when used for hoisting material, Engine Tenders, Fork Lift (when used for landscaping), Farm Tractor, Fireman, Fireman on Paint or Dope Pots, Form Tamper, Form Grader, Flex Plane, Generators (two to four), or Welding Machines or Water

Pumps, within 400 feet, Gunite Machine, Machine Mounted Post Hole Digger, Mude Jack, One Drum Machines without Tower or Boom, One Water Pump, One Welding Machine, Outboard or Inboard Motor Boat, Pull Broom (Power Type, Siphons and Pulsometer, Switchman, Striping and or Painting Machine (motor driven), Slurry Seal Machine, Track Jack, Temporary Heat, Throttle Valve, Tube Float, Tractaire, Wagon Drill, Multiple Tamping Machine (R.R.), Spike Machine (R.R.), Mechanical Heaters, Brush Burner, Vacuum Truck (Super Sucker and similar types).

FOOTNOTES:

A. Employees operating booms from 149Ft. to 199 Ft. including jib, shall receceive an additional seventy-five Cents (.75) per hour above the rate. Employees operating booms over 199 Ft. including jib, shall receive an additional one dollar and twenty- five cents ($1.25) per hour above the regular rate.

B. Employees operating scoops, pulls, or tractors hooked in tandem shall receive an additional one dollar ($1.00) per hour above the regular rate.

C. Employees operating scoops, pulls, or tractors pulling any other hauling unit in tandem shall receive an additional one dollar ($1.00) per hour above the regular rate.

D. Underground work - Employees working in tunnels, shafts, etc. shall be paid a thirty percent (30%) premium above the wage rate.

IRON0022-001 06/01/2025

BARTHOLOMEW, BENTON, BOONE, BROWN, CARROLL, CASS, CLAY, CLINTON, DAVIESS (REMAINDER OF COUNTY), DECATUR (W 3/4), DELAWARE (REMAINDER OF COUNTY), FAYETTE (W 1/3), FOUNTAIN,FRANKLIN (NW TIP), FULTON (REMAINDER OF COUNTY), GRANT (REMAINDER OF COUNTY), GREENE, HAMILTON, HANCOCK, HENDRICKS, HENRY, HOWARD, JACKSON, JASPER (SOUTHEASTERN 1/2), JENNINGS (NORTHWEST 2/3), JOHNSON, KNOX (REMAINDER OF COUNTY), LAWRENCE, MADISON, MARION, MARTIN (NW 2/3), MIAMI (REMAINDER OF COUNTY), MONROE, MONTGOMERY, MORGAN, NEWTON (SOUTHERN 1/2), OWEN, PARKE, PULASKI (REMAINDER OF COUNTY), PUTNAM, RANDOLPH (SW TIP), RUSH (REMAINDER OF COUNTY), SHELBY, SULLIVAN, TIPPECANOE, TIPTON, VERMILLION, VIGO, WAYNE, WARREN AND WHITE COUNTIES:

	Rates	Fringes
IRONWORKER.....	$ 38.00	26.39

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

IRON0044-010 06/01/2025

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

	Rates	Fringes
Ironworkers:		
FENCE ERECTORS	$ 35.88	23.90
ORNAMENTAL	$ 37.77	23.90
STRUCTURAL, MACHINERY MOVERS, RIGGERS	$ 37.77	23.90

IRON0070-002 06/01/2025

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

	Rates	Fringes
IRONWORKER	$ 36.17	25.80

IRON0070-016 06/01/2025

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

	Rates	Fringes
IRONWORKER (Reinforcing)	$ 36.17	25.80

IRON0103-001 04/01/2024

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

	Rates	Fringes

IRONWORKER.....$ 35.34 25.75

IRON0147-004 06/01/2025

ADAMS, ALLEN, BLACKFORD, DEKALB, DELAWARE (NORTHEAST THIRD OF COUNTY), FULTON (EASTERN PART), GRANT (EXCLUDING SOUTHWEST PORTION), HUNTINGTON, JAY, MIAMI (NORTHEAST HALF), NOBLE (EXCLUDING NORTHEAST TIP), STEUBEN, WABASH, WELLS, and WHITLEY COUNTIES

Rates Fringes

IRONWORKER.....$ 35.40 26.92

IRON0290-004 06/01/2024

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

Rates Fringes

Ironworkers:.....$ 35.39 24.35

IRON0292-005 06/01/2025

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

Rates Fringes

IRONWORKER.....$ 39.76 25.00

IRON0395-002 06/01/2025

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

Rates Fringes

IRONWORKER
IRONWORKERS.....$ 47.75 41.28
SHEETER.....$ 48.00 41.28

LABO0041-003 04/01/2025

HEAVY & HIGHWAY CONSTRUCTION

NEWTON COUNTY

	Rates	Fringes
LABORERS		
Group 1	$ 33.45	27.50
Group 2	$ 33.75	27.50
Group 3	$ 34.45	27.50

LABORERS CLASSIFICATIONS (HEAVY AND HIGHWAY)

GROUP 1: Construction Laborer, Carpenter Tender, Fence Erector, Grade Checker, Guard Rail Erector, Continuous Steel Rod or Mat Installer, Wire Mesh Layer, Joint Man (Mortar, Mastic, and all other types), Lighting Installer (Permanent or Temporary), Lineman for Automatic Grade Maker on Paving Machines, Mortar Man, Multi-Plant Erector, Rip-rap Installer (all Products and Materials), Road Marking and Delineation Laborer, Setting and Placing of all Precast Concrete Products, Sing Installation including supporting structure, Spraying of all Epoxy, Curing Compound, or Like Material, Flagperson, Air Tool, Power Tool Operator, Asphalt Raker Man, Batch Truck Dumper, Bridge Hand Rail ERector, Handler (bulk or bag cement), Chain Saw Man, Concrete Puddler, Concrete Rubber, Concrete Saw Operator, Core Drill Operator, Eye Level, Hand Blade Operator Hydro Seeder Man, Motor Driven Georgia Buggy Operator, Power Driven Compactor or Taper Operator, Power Saw Operator, Pump Crete Assembly Man, Sreed Man or Screw Man on Asphalt Paver, Regar Installer, Sandblaster Man, Sealer Applicator for Asphalt (toxic), Setting and Placing pre-stressed on Pre-cast Concrete Structural Members, Side Rail Setters (for Sidewalk, Side Ditches, Radii, and Pavement), Spreader Box Tender (manua or power driven), Straw Blower Man, Subsureface Drain and Culvert Pipe Layer, Concrete Conveyor, Horizonal Boring and Jackman and Sheetman, Pipe Greade Man, Winch and Windless Operator Conduit Installer, Sod Layer

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

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

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LABO0041-005 04/01/2025

UTILITY CONSTRUCTION

JASPER & NEWTON COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1	$ 33.45	27.50
GROUP 2	$ 33.75	27.50
GROUP 3	$ 34.45	27.50

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

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

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

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

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LABO0041-006 04/01/2025

HEAVY & HIGHWAY CONSTRUCTION

JASPER & STARKE COUNTIES

	Rates	Fringes
LABORERS		
Group 1	$ 30.68	27.50
Group 2	$ 30.98	27.50
Group 3	$ 31.68	27.50

LABORERS CLASSIFICATIONS (HEAVY AND HIGHWAY)

GROUP 1: Construction Laborer, Carpenter Tender, Fence Erector, Grade Checker, Guard Rail Erector, Continuous Steel Rod or Mat Installer, Wire Mesh Layer, Joint Man (Mortar, Mastic, and all other types), Lighting Installer (Permanent or Temporary), Lineman for Automatic Grade Maker on Paving Machines, Mortar Man, Multi-Plant Erector, Rip-rap Installer (all Products and Materials), Road Marking and Delineation Laborer, Setting and Placing of all Precast Concrete Products, Sing Installation including supporting structure, Spraying of all Epoxy, Curing Compound, or Like Material, Flagperson, Air Tool, Power Tool Operator, Asphalt Raker Man, Batch Truck Dumper, Bridge Hand Rail ERector, Handler (bulk or bag cement), Chain Saw Man, Concrete Puddler, Concrete Rubber, Concrete Saw Operator, Core Drill Operator, Eye Level, Hand Blade Operator Hydro Seeder Man, Motor Driven Georgia Buggy Operator, Power Driven Compactor or Taper Operator, Power Saw Operator, Pump Crete Assembly Man, Sreed Man or Screw Man on Asphalt Paver, Regar Installer, Sandblaster Man, Sealer Applicator for Asphalt (toxic), Setting and Placing pre-stressed on Pre-cast Concrete Structural Members, Side Rail Setters (for Sidewalk, Side Ditches, Radii, and Pavement), Spreader Box Tender (manua or power driven), Straw Blower Man, Subsureface Drain and Culvert Pipe Layer, Concrete Conveyor, Horizonal Boring and Jackman and Sheetman, Pipe Greade Man, Winch and Windless Operator Conduit Installer, Sod Layer

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

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

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LABO0081-003 04/01/2025

UTILITY CONSTRUCTION

STARKE COUNTY

	Rates	Fringes
Laborers:		
GROUP 1	$ 30.68	27.50
GROUP 2	$ 30.98	27.50
GROUP 3	$ 31.68	27.50

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

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

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

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

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LABO0120-003 04/01/2025

UTILITTY CONSTRUCTION

MARION & SHELBY COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1	$ 30.65	18.00
GROUP 2	$ 31.15	18.00
GROUP 3	$ 31.65	18.00

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

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

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

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

LABO0204-003 04/01/2025

UTILITY CONSTRUCTION

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

	Rates	Fringes
Laborers:		
GROUP 1	$ 30.65	18.00
GROUP 2	$ 31.15	18.00
GROUP 3	$ 31.65	18.00

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

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

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

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

cutting

LABO0213-003 04/01/2025

UTILITY CONSTRUCTION

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

	Rates	Fringes
Laborers:		
GROUP 1	$ 30.65	18.00
GROUP 2	$ 31.15	18.00
GROUP 3	$ 31.65	18.00

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

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

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

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

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LABO0274-005 04/01/2025

UTILITY CONSTRUCTION

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

	Rates	Fringes
Laborers:		
GROUP 1	$ 30.65	18.00
GROUP 2	$ 31.15	18.00
GROUP 3	$ 31.65	18.00

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

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

GROUP 2: Cutting torch burner; Laser beam aligner; Manhole

erector; Sewer pipe layer; Water line installer, temporary or permanent; Welder (electric or exy-acetylene) in connection with waterline and sewer work, TVing and associated grouting of utility lines

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

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LABO0561-015 04/01/2025

UTILITY CONSTRUCTION

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

	Rates	Fringes
Laborers:		
GROUP 1	$ 30.65	18.00
GROUP 2	$ 31.15	18.00
GROUP 3	$ 31.65	18.00

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

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

Jackman and sheetman; Pipe grade man; Winch and windlass operator

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

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

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LABO0645-005 04/01/2025

UTILITTY CONSTRUCTION

ELKHART COUNTY

	Rates	Fringes
Laborers:		
GROUP 1	$ 30.65	18.00
GROUP 2	$ 31.15	18.00
GROUP 3	$ 31.65	18.00

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

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

Transverse and longitudinal hand bull float man; Concrete conveyor assembly man; Horizontal boring and jacking man; Jackman and sheetman; Pipe grade man; Winch and windlass operator

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

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

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LABO0645-006 04/01/2025

UTILITY CONSTRUCTION

KOSCIUSKO, LAGRANGE, & MARSHALL COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1	$ 30.65	18.00
GROUP 2	$ 31.15	18.22
GROUP 3	$ 31.65	18.00

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

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

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

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

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

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LABO0741-007 04/01/2025

UTILITY CONSTRUCTION

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

	Rates	Fringes
Laborers:		
GROUP 1	$ 30.65	18.00
GROUP 2	$ 31.15	18.00
GROUP 3	$ 31.65	18.00

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

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

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

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

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

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LABO0795-004 04/01/2025

UTILITY CONSTRUCTION

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

	Rates	Fringes
Laborers:		
GROUP 1	$ 30.65	18.00
GROUP 2	$ 31.15	18.00
GROUP 3	$ 31.65	18.00

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

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

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

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

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

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LABO0999-001 04/01/2023

HEAVY AND HIGHWAY CONSTRUCTION

ALL COUNTIES EXCEPT: Jasper, Newton, & Starke

	Rates	Fringes
Laborers:		
GROUP 1	$ 28.50	17.72
GROUP 2	$ 29.00	17.72
GROUP 3	$ 29.50	17.72

LABORERS CLASSIFICATIONS

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

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

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

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

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LABO1112-003 04/01/2025

UTILITY CONSTRUCTION

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

	Rates	Fringes
Laborers:		
GROUP 1	$ 30.65	18.22
GROUP 2	$ 31.15	18.00
GROUP 3	$ 31.65	18.00

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

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

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

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

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

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PAIN0012-006 05/01/2024

COMMERCIAL AND INDUSTRIAL

DEARBORN, OHIO, RIPLEY AND SWITZERLAND COUNTIES:

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

PAIN0027-005 06/01/2025

NEWTON COUNTY, West of Highway #41

	Rates	Fringes

GLAZIER.....$ 53.55 44.88

PAIN0047-005 06/01/2024

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

Rates Fringes

PAINTER
BRIDGE WORK
Concrete/Masonry Bridges...$ 26.44 13.30
Steel Bridges.....$ 30.50 14.50
NON-BRIDGE WORK
Brush, Roller.....$ 31.02 16.89
Spray and Sand-Blasting....$ 30.52 15.89

PAIN0080-001 06/01/2025

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

Rates Fringes

PAINTER
Brush and Roller.....$ 31.15 18.76
Spray and Sandblasting.....$ 32.10 18.76

PAIN0091-007 06/01/2025

ELKHART, FULTON, KOSCIUSKO AND MARSHALL COUNTIES

Rates Fringes

PAINTER
Brush & Roller, Drywall
Taping & Finishing,
Vinyl/Paper Hanging.....$ 32.50 19.86
Spray.....$ 33.00 19.86

PAIN0118-005 06/01/2025

CLARK, CRAWFORD, FLOYD, HARRISON JEFFERSON, SCOTT AND WASHINGTON COUNTIES

Rates Fringes

Painters:
Heavy Construction

Brush, Roller &
Paperhanger.....$ 22.20 14.07
Spray, Sandblast &
Waterblast.....$ 23.45 13.19
Highway Construction &
Railroad Bridges
Brush, Roller &
Paperhanger.....$ 37.42 15.99
Spray, Sandblast &
Waterblast.....$ 37.42 15.99

PAIN0156-001 04/01/2025

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

Rates Fringes

Painters:
BRUSH & ROLLER OF MASTICS,
CREOSOTES, KEWINCH KOATE,
& COAL TAR EPOXY.....$ 31.12 21.20
BRUSH & ROLLER.....$ 31.12 21.20
DRYWALL FINISHERS.....$ 31.87 21.20
SPRAY of MASTICS
CREOSOTES, KWINCH KOATE,
COAL TAR EPOXY.....$ 32.12 21.20
SPRAY, SANDBLAST, POWER
TOOLS, WATERBLAST & STEAM
CLEANING.....$ 32.12 21.20

FOOTNOTE A:
All Structures over 40? $0.75/ hour above base wage
All Structures over 75? $1.50/ hour above base wage
All Structures over 100? $2.50/ hour above base wage

PAIN0197-001 06/01/2025

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

Rates Fringes

Painters:
Brush & Roller.....$ 31.20 15.55
Sandblasting.....$ 34.20 15.55
Spray & Pot Man.....$ 32.20 15.55

FOOTNOTE A: $1.00 premium for work on structures over 40 ft.
above floor/ground level
$2.00 premium for work on structures over 100 ft

above floor/ground level

PAIN0387-004 11/01/2023

DEARBORN, FRANKLIN, OHIO, RIPLEY, and SWITZERLAND COUNTIES

	Rates	Fringes
GLAZIER	$ 31.95	17.75

PAIN0460-004 06/01/2025

JASPER, NEWTON, PULASKI, STARKE AND WHITE COUNTIES

	Rates	Fringes
Painters:		
Brush & Roller Building	$ 41.00	31.26
Brush and Roller Heavy and Highway	$ 41.00	31.26
Drywall Taping & Finishing	$ 41.80	31.26

PAIN0469-002 06/01/2025

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

	Rates	Fringes
Painters:		
Brush, Roller, Paperhanger, & Drywall Finishing	$ 27.04	16.27
Lead Abatement	$ 32.24	16.27
Spray & Sandblast Pot Tenders and Ground Personnel	$ 27.04	16.27
Spray, Sandblast, Power Tools, Waterblast, & Steam Cleaning	$ 27.04	16.27

PAIN0669-001 05/01/2024

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

	Rates	Fringes
Painters:		
Brush; Roller;		

Paperhanging; Drywall
Finishers.....$ 25.10 16.39
Spray/Waterblasting;
Sandblasting.....$ 26.10 16.39

PAIN1165-014 07/01/2025

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

	Rates	Fringes
GLAZIER	$ 35.13	19.57

PAIN1165-017 07/01/2025

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

	Rates	Fringes
GLAZIER	$ 29.50	19.02

PAIN1165-018 07/01/2025

JASPER and NEWTON (East of Highway #41) COUNTIES

	Rates	Fringes
GLAZIER	$ 44.09	30.73

PAIN1165-019 07/01/2025

ELKHART, FULTON, KOSCIUSKO, LAGRANGE, MARSHALL, PULASKI, and STARKE COUNTY

	Rates	Fringes
GLAZIER	$ 34.22	24.67

PAIN1165-022 01/01/2025

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

	Rates	Fringes
GLAZIER	$ 36.03	20.55

PLAS0075-001 06/01/2017

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 25.75	13.50

PLAS0075-002 06/01/2017

GREENE and SULLIVAN COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 28.50	13.50

PLAS0101-001 06/01/2018

ELKHART, FULTON AND MARSHALL COUNTIES; PULASKI COUNTY (SOUTHERN 1/2):

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 31.50	14.30

PLAS0101-008 06/01/2014

ADAMS, ALLEN, DEKALB, HUNTINGTON, KOSCIUSKO, LAGRANGE, NOBLE, STEUBEN, WELLS AND WHITLEY COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 23.38	11.94
PLASTERER	$ 25.69	11.75

PLAS0438-003 06/01/2018

PULASKI (NOTHERN 2/3), JASPER (N. EASTERN PORTION OF WEST TO BUT NOT INCLUDING WHEATFIELD), ALL OF STARKE COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 36.01	25.40

PLAS0692-002 06/01/2025

AREA #46

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

	Rates	Fringes
PLASTERER	$ 31.50	18.32

PLAS0692-008 05/01/2025

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
AREA #821	$ 30.02	18.20

PLAS0692-009 06/01/2025

AREA #83

BLACKFORD, DELAWARE, GRANT, HAMILTON (Northern Part), HANCOCK (Northern Part), JAY, MADISON, TIPTON, and WABASH COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 32.55	22.04
PLASTERER	$ 30.60	17.19

PLAS0692-011 06/01/2025

AREA #83

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 32.55	22.04
PLASTERER	$ 30.60	17.19

PLAS0692-015 06/01/2025

AREA #121

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 33.50	21.95
PLASTERER	$ 33.76	20.05

PLAS0692-018 06/01/2025

AREA #165

NEWTON COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 41.24	24.55

PLAS0692-022 06/01/2025

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
AREA #406	$ 43.72	35.59

PLAS0692-023 06/01/2025

AREA #532

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 35.00	20.61
Slip Form Shift Work	$ 33.00	19.56
Swinging/Suspended Scaffold	$ 32.25	19.56

PLAS0692-027 04/01/2025

AREA #566

CRAWFORD, DAVIESS, DUBOIS, GIBSON, HARRISON, KNOX, MARTIN,

PERRY, PIKE, POSEY, SPENCER, VANDERBURGH and WARRICK COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 32.50	20.77

PLUM0136-003 04/01/2025

BROWN, DAVIESS, DUBOIS, GIBSON, JACKSON, LAWRENCE, MARTIN, MONROE, ORANGE, OWEN, PERRY, PIKE, POSEY, SPENCER, VANDERBURGH, WARRICK, and WASHINGTON Counties

	Rates	Fringes
Plumbers and Pipefitters	$ 46.42	21.33

PLUM0157-002 07/01/2025

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

	Rates	Fringes
Plumbers and Pipefitters	$ 46.65	23.45

PLUM0166-001 06/01/2025

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

	Rates	Fringes
Plumber and Steamfitter	$ 45.06	23.16

PLUM0166-002 06/01/2025

ELKHART, KOSCIUSKO, and LAGRANGE COUNTIES

	Rates	Fringes
PLUMBER	$ 45.06	23.16

PLUM0172-001 06/01/2025

JASPER (S of the N. Side of the City of Rensselear), MARSHALL, PULASKI and STARKE COUNTIES

	Rates	Fringes

Plumber, Pipefitter,
Steamfitter.....$ 44.93 23.03

PLUM0210-003 06/01/2025

JASPER (to the City of Rensselaer) and NEWTON COUNTIES

	Rates	Fringes
PLUMBER.....	$ 49.77	28.56

PLUM0392-006 06/01/2024

DEARBORN, OHIO, RIPLEY, AND SWITZERLAND COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	$ 40.70	29.52

PLUM0440-002 06/04/2025

BARTHOLOMEW, BOONE, HAMILTON, HANCOCK, HENDRICKS, HOWARD, JOHNSON AND MARION COUNTIES; MIAMI COUNTY (SOUTH OF A STRAIGHT LINE WHERE ROUTE 218 ENTERS W. BOUNDARY); MORGAN, SHELBY and TIPTON COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	$ 50.05	20.39

PLUM0440-004 06/01/2025

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

	Rates	Fringes
Plumber and Steamfitter.....	$ 50.05	20.39

PLUM0502-001 08/01/2016

CLARK, FLOYD AND HARRISON COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	$ 32.00	20.13

PLUM0597-004 06/01/2018

JASPER (Excluding the city limits of Rensselear), AND NEWTON (Entire County)

	Rates	Fringes
PIPEFITTER	$ 48.50	31.12

ROOF0023-004 06/01/2024

ADAMS, ALLEN, DEKALB, ELKHART, FULTON, HUNTINGTON, KOSCIUSKO, LAGRANGE, MARSHALL, MIAMI, NOBLE, PULASKI, STARKE, STEUBEN, WABASH, WELLS, and WHITLEY COUNTIES

	Rates	Fringes
ROOFER		
COMPOSITION	$ 34.55	21.04
SLATE & TILE	$ 36.05	21.04

ROOF0026-002 06/01/2023

JASPER AND NEWTON COUNTIES

	Rates	Fringes
ROOFER	$ 42.50	25.76

ROOF0042-002 08/01/2024

DEARBORN, OHIO and RIPLEY COUNTIES

	Rates	Fringes
ROOFER	$ 33.00	19.51

ROOF0075-001 05/01/2024

FAYETTE, RANDOLPH, UNION, and WAYNE Counties

	Rates	Fringes
ROOFER		
Composition	$ 28.73	20.81
Slate & Tile	$ 28.95	20.81

ROOF0075-002 05/01/2021

CLINTON COUNTY

	Rates	Fringes
ROOFER		
Composition	$ 24.38	20.09
Slate & Tile	$ 24.60	20.09

ROOF0106-006 04/01/2023

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

	Rates	Fringes
ROOFER		
COMPOSITION	$ 31.60	19.43
SLATE & TILE	$ 31.60	19.43

ROOF0106-012 07/01/2025

CLARK, FLOYD, HARRISON JEFFERSON, SCOTT, SWITZERLAND, and WASHINGTON Counties

	Rates	Fringes
ROOFER	$ 30.97	14.66

ROOF0119-002 09/01/2025

BARTHOLOMEW, BLACKFORD, BOONE, BROWN, DECATUR, DELAWARE, FRANKLIN, GRANT, HAMILTON, HANCOCK, HENDRICKS, HENRY, HOWARD, JACKSON, JAY, JENNINGS, JOHNSON, LAWRENCE, MADISON, MARION, MONROE, MONTGOMERY, MORGAN, PUTNAM, RUSH, SHELBY, and TIPTON Counties

	Rates	Fringes
ROOFER	$ 32.00	16.61

ROOF0150-002 07/01/2024

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

	Rates	Fringes
ROOFER	$ 30.00	18.30

SHEE0020-003 07/01/2023

	Rates	Fringes
Sheet metal worker (HVAC Duct Work)	$ 34.58	29.98

SHEE0020-010 07/01/2023

BARTHOLOMEW, BOONE, BROWN, DECATUR, DELAWARE, FAYETTE, FRANKLIN, HAMILTON, HANCOCK, HENDRICKS, HENRY, JACKSON, JENNINGS, JOHNSON, LAWRENCE, MADISON, MARION, MONROE, MONTGOMERY, MORGAN, ORANGE, RIPLEY, RUSH, SHELBY, TIPTON, UNION AND WASHINGTON COUNTIES

	Rates	Fringes
SHEET METAL WORKER	$ 40.91	25.22

SHEE0020-011 07/01/2023

CLINTON COUNTY

	Rates	Fringes
SHEET METAL WORKER	$ 37.82	26.37

SHEE0020-024 07/01/2023

CLAY, GREENE, MARTIN, OWEN, PARKE, PUTNAM, SULLIVAN, VERMILLION, and VIGO COUNTIES

	Rates	Fringes
Sheet metal worker	$ 40.91	25.22

TEAM0135-003 04/01/2025

REMAINING COUNTIES

	Rates	Fringes
TRUCK DRIVER		
GROUP 1	$ 34.69	20.51
GROUP 2	$ 34.74	20.51
GROUP 3	$ 34.79	20.51
GROUP 4	$ 34.84	20.51
GROUP 5	$ 34.89	20.51
GROUP 6	$ 34.94	20.51
GROUP 7	$ 34.99	20.51
GROUP 8	$ 35.04	20.51
GROUP 9	$ 35.09	20.51
GROUP10	$ 34.54	20.51
GROUP11	$ 35.09	20.51
GROUP12	$ 35.19	20.51

TRUCK DRIVER CLASSIFICATIONS

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

GROUP 2: Single axle fuel and water trucks

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

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

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

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

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

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

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

GROUP 10: Pick-up trucks

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

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

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes

over time that are reported to WHD in the rates
in the collective bargaining agreement (CBA) governing the
classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for
those classifications, but that 100% of the data reported for
the classifications reflected union rates. EXAMPLE:
UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a
weighted union average rate. OH indicates the State of Ohio.
The next number, 0010 in the example, is an internal number
used in producing the wage determination. The date, 01/01/2024
in the example, indicates the date the wage determination was
updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to
reflect a weighted average of the current rates in the
collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union
rate prevailed (as defined in 29 CFR 1.2) for this
classification in the survey or that the rate was derived by
computing a weighted average rate based on all the rates
reported in the survey for that classification. As a weighted
average rate includes all rates reported in the survey, it may
include both union and non-union rates. Example: SUFL2022-007
6/27/2024. SU indicates the rate is a single non-union
prevailing rate or a weighted average of survey data for that
classification. FL indicates the State of Florida. 2022 is the
year of the survey on which these classifications and rates are
based. The next number, 007 in the example, is an internal
number used in producing the wage determination. The date,
6/27/2024 in the example, indicates the survey completion date
for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey
is conducted. However, the Wage and Hour Division (WHD) has the
discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and
prevailing wage rates set by a state (or local) government were
adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007
01/03/2024. SA reflects that the rates are state adopted. ME
refers to the State of Maine. 2023 is the year during which the
state completed the survey on which the listed classifications
and rates are based. The next number, 007 in the example, is an
internal number used in producing the wage determination.
The date, 01/03/2024 in the example, reflects the date on which
the classifications and rates under the ?SA? identifier took

effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

The request should be accompanied by a full statement of the interested party's position and any information (wage payment

data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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END OF GENERAL DECISION"

Indiana Department of Natural Resources
Division of Reclamation
Abandoned Mine Lands Program

SAFETY FACT SHEET

The purpose of this fact sheet is to alert contractors, consulting engineers, landowners and the general public to the safety hazards which abandoned mine sites pose. While not intended to be a comprehensive safety manual, this document will provide some general guidelines for working or living near abandoned mines.

Mine Openings

Open mine shafts or other portals to underground mines are a problem commonly found at abandoned sites. In addition to the obvious hazard that an open, vertical shaft presents, seemingly sound shafts may, in fact, contain unstable fill material or be covered by poorly-constructed, deteriorated caps or seals. Such seals can fail without notice and extreme care should be taken to avoid unnecessary ground disturbance around old shafts.

Horizontal shafts, often called drifts or adits, can provide easy access to underground mines and, because there is no vertical drop, may seem harmless. However, abandoned mines frequently contain heavy concentrations of harmful gases and may be severely deficient in oxygen. They may also contain other physical hazards such as flooded rooms or fractured and falling roofs, and may house a variety of vermin.

Mine Gas

Underground mine atmospheres frequently contain explosive or toxic gases such as methane and hydrogen sulfide. These gases can make their way to the surface either through shafts, fissures, or in the case of a very shallow mine, directly through the ground. A mere 5-15 percent concentration of methane escaping to the surface is highly combustible and explosive under certain conditions. Consequently, smoking or use of any open flame near a mine opening of any type must be avoided. While methane is both flammable and an asphyxiant, hydrogen sulfide is poisonous and quite deadly at significantly lower concentrations. For this reason alone, abandoned underground coal mines should never be entered.

Mine Refuse

"Gob" refers to the coarse refuse, usually deposited in large, steep piles, stemming from the coal sorting process. "Slurry" is defined as the fine, silty refuse which remains after the coal washing process is completed. Both types of refuse have the potential to ignite and burn slowly for long periods of time due to their coal content. While some burning refuse areas are easily identified by smoke, ash or burned coal particles, other areas may be burning below the surface and exhibit no visible signs. As a result, extreme caution should be exercised when walking or driving on or near gob piles or slurry impoundments.

Highwalls

Surface mining for coal often results in a final cut pit with steep, sheer walls surrounding a flooded impoundment. These walls pose a unique hazard because of their vertical height above the water level, and because of their erosive nature resulting from their unstable slopes. Drowning has occurred when individuals slipped into the pits and were unable to climb out. In some areas, final cuts do not fill with water, presenting a hazard due to the vertical drop.

Mine Buildings

Many abandoned mines include old machinery, buildings and equipment referred to collectively as the "tipple area". Abandoned mine structures are frequently quite deteriorated and subject to collapse. Coal hoppers, auger pits and underground steam ducts can also be found at most tipple sites and are sometimes obscured by vegetative growth or rubble accumulation, creating a trap-like situation.

Toxic Substances

Industrial chemicals and other harmful substances occasionally have been found at abandoned mine sites. Coal oil, abandoned transformers containing PCB's and asbestos insulation in tipple buildings are not uncommon. Abandoned mine sites also attract illegal dumping of other substances not related to the mining operation, but equally as dangerous. Workers should consider any unknown substance to be potentially harmful until determined to be otherwise.

Safety Precautions

As with any construction site, standard safety precautions required by the Occupational Safety and Health Administration (OSHA) should be strictly followed when performing reclamation work. These include, but are not limited to, wearing hard hats, safety glasses and steel-toed boots. Be aware of any electrical or other cables on site and always take the necessary water safety precautions when working around water impoundments. Always get utility locates before excavating.

The reclamation of abandoned mines sometimes involves the use of chemicals such as alkali materials and chemical grouts. Always follow the directions provided in the Manufacturer's Safety Data Sheet when handling these and other materials.

Finally, abandoned mine reclamation generally requires the use of bulldozers, pan scrapers, large backhoes, heavy-duty trucks and other heavy equipment. Individual pieces must meet all OSHA standards and must never be operated in a negligent or reckless manner. Individuals on the construction site, whether on foot or in a road vehicle, should always give the heavy equipment operator the right-of-way since visibility is often quite limited.