INDOT SIDEWALK RAMPS

Inspector General David O. Thomas, after an investigation by Special Agent Mark Mitchell, reports as follows:

This investigation addressed the construction of sidewalk ramps during the State Road 44 resurfacing project by the Indiana Department of Transportation (“INDOT”) under contract RS-27328 (“Contract”) in Franklin, Johnson County, Indiana.

I

The Office of the Inspector General (“OIG”) has jurisdiction to address efficiency and financial loss issues involving state agencies. IC 4-2-7-3.

II

The reporting party (“RP”) requested the OIG to investigate INDOT’s performance on the Contract on a variety of issues, including: (1) the elevation of the sidewalk ramps in relation to the road surfaces, (2) the incomplete enclosure by a concrete perimeter around the bricks with rough or raised surfaces to warn physically impaired people of the ramp, and (3) an allegation by RP that INDOT
had not handled these issues in an open manner.

Special Agent Mark Mitchell was assigned to conduct the investigation.

The investigation revealed the following information.

A.

Issues one (elevation) and two (enclosure of bricks)

1

The RP initially sent an email to the city engineer of Franklin, Indiana, telling him he had met with the INDOT Field Engineer, discussing the ramps, bricks and other items. RP also told the city engineer that the INDOT Field Engineer came to Franklin, Indiana and inspected the work in question, and while in Franklin, called the RP to let him know the work wasn’t as good as they would have expected. The INDOT Field Engineer also told RP the contractor on this INDOT project would be doing some corrective work at their own expense. See Exhibit 1, attached.

2

Documentation maintained by INDOT shows that INDOT took the following actions in an attempt to resolve the ramp issues raised by RP in the RP’s initial complaint to INDOT.

On December 11, 2006, the INDOT Project Engineer documented in her daily report a meeting held between personnel from INDOT, Milestone Contractors (the project general contractor) and Harmon Construction (the subcontractor for the ADA ramps) to discuss problems with the ramps. It was
noted that the ramps were too high in relation to the adjoining asphalt areas, and the solution would be that some of the ramps would have to be completely replaced, some partially replaced, and the rest would have to be wedged up with asphalt. See Exhibit 2, attached.

On December 12, 2006, the INDOT Project Engineer documented in her daily report that she telephoned RP and told RP that work would begin in the next week or two to fix the curb ramps he had complained about. See Exhibit 3, attached.

On December 20, 2006, the INDOT Project Engineer verified the punch list items had been completed. She also told OIG Special Agent Mitchell that she was told by her supervisor, the INDOT Area Engineer, that the work was acceptable and that he directed her to sign-off on the project, this indicating that from INDOT’s perspective, that the work was satisfactory.

When interviewed by OIG Special Agent Mitchell, the Area Engineer told him that he realized that the ramps were not perfect during his visits to the construction sight, but at the time did not recognize the importance of the discrepancies he had observed.

3.

In early 2007, RP continued to contact INDOT about the condition of the ramps installed during the Contract.

INDOT then sent design engineers out to inspect and photograph the ramps and determined that 20 of the ramps needed to be redone. See Exhibit 4,
attached). These photographs were provided to Special Agent Mitchell by the INDOT Seymour District Engineer.

In May of 2007, the INDOT District Engineer initiated meetings with other INDOT personnel to discuss reworking the ramps (see Exhibit 5, attached), after which meetings were held with personnel from Milestone Contractors, the general contractor for the project.

In June and July of 2007, email communication with other INDOT personnel ensued, regarding the approval for reconstructing some of the ramps. See Exhibit 6, attached.

On July 26, 2007, the INDOT Field Engineer sent notification to the INDOT Project Engineer of change order #8 to the Contract (see Exhibit 7, attached), to replace 20 ramps at the cost of $36,000.00, less a $2,000.00 credit from Milestone Contractors for previous work performed, for a total expense of $34,000.00 to the State of Indiana. The change order documentation shows INDOT agreed to the installation of cast iron detectable warning elements (DWE) as opposed to the originally planned brick DWEs. According to INDOT, cast iron DWEs are of a better quality and are more expensive than brick DWEs.

On November 29, 2007, final corrections were completed on the Contract.

4.

On May 27, 2008, the Inspector General met with RP along State Road 44 in Franklin, Indiana, and discussed with the RP his allegations raised in his complaint. Special Agent Mitchell was then assigned.
5.

Even after these attempts by INDOT to repair the ramps installed on the Contract, OIG Special Agent Mitchell inspected the ramps in Franklin, Indiana and observed deficiencies with some of the ramps along SR 44. Many still did not appear to meet INDOT specifications. *See Exhibit 8, attached.* The greatest violations were that the two ramps at the intersection of SR 44 and Drake Street did not have a concrete curb barrier installed around the perimeter of the warning pavers to separate them from the adjacent pavement, as specified in INDOT standards and specifications. *See Exhibit 8, General Note 3, attached.* Both of these ramps were required to be replaced with type “B” ramps in the original plans for the Contract. *See Exhibit 9, attached.*

The only two ramps Special Agent Mitchell found with existing elevation issues were located at the “T” intersection of Wilson and East Jefferson Streets, these ramps not being flush with the adjacent pavement as required by INDOT design specifications. However, after a review of the original plans for the INDOT project, it was discovered, these two ramps were not a part of the Contract.

B.

**Issue three (allegation of INDOT’s transparency)**

Despite these alleged violations of the required standards, and as addressed in the below findings, the investigation did not reveal an attempt by
INDOT to hide how they resolved RP’s complaint. INDOT maintained documentation of all actions taken on the Contract by scanning information into an electronic database. See e.g.: Exhibits 10-A, B and C (accounting records).

In fact, much of the documentation RP submitted with his complaint to the OIG included copies of this documentation retrieved from records maintained by INDOT for the Contract.

Special Agent Mitchell also found INDOT personnel interviewed to be cooperative and open in discussing the problems associated with the ramps installed under the Contract, often candidly conceding a lack of oversight of the work performed on the installation of the ramps and sidewalks.

Special Agent Mitchell was also told in interviews with the INDOT Field Engineer, INDOT District Engineer, and INDOT Area Engineer, that this was the first resurfacing contract where the ramps had to meet ADA requirements, and that prior to this contract no improvements would have been made to ramps, sidewalks, or curbing during a resurfacing project.

Special Agent Mitchell also researched the ADA requirements and resurfacing contracts, which revealed the following information. On July 18, 2006, INDOT issued construction memorandum 06-21 on “Basis of Use for Detectable Warning Elements for Sidewalk Curb Ramps” in which INDOT specifications for ramp construction was referenced. See Exhibit 11, attached.

On August 24, 2006, construction began on the Contract.

On September 12, 2006, US DOT – FHWA issued a memorandum clarifying the meaning of the term “alteration” to include resurfacing projects,
thereby requiring ramps along a resurfacing project to meet ADA requirements, and referencing further interpretations. *See Exhibit 12, attached (first page).*

On January 20, 2007, INDOT issued design memorandum 07-03 on “ADA Responsibilities Associated with Sidewalk Improvements.” *See Exhibit 13, attached.*

Special Agent Mitchell concluded also that it appeared that INDOT personnel were aware of and applying the pending ADA requirements to their resurfacing projects even before memorandums had been issued on the subject by US DOT-FHWA in September of 2006 and INDOT in January of 2007.

The INDOT personnel also told Special Agent Mitchell that it is difficult to adapt standard ramp designs to fit within existing conditions along a resurfacing project with existing sidewalk elevations, drain openings, and other existing obstacles. Instead, these are usually applied to total tear-out and rebuilding road contracts.

It also is plausible that INDOT field personnel determined that the ramp designs designated in the original INDOT plans could not be adapted to existing conditions, and allowed for adjustments to the original designs in order to make the ramps fit existing conditions.

The INDOT Project Engineer told Special Agent Mitchell that ramps were low on her priority list of items that she is responsible for monitoring on a contract, and that she gives more attention to the inspection and testing requirements of the concrete used for road patching. She also told Special Agent Mitchell that this was the first time she worked with Harmon Construction, and
that the project supervisor for Harmon Construction told her they had experience with installing ramps to INDOT specifications. The INDOT Project Engineer stated that she inspected the first ramps poured by Harmon Construction and they appeared to meet INDOT specifications, so she then trusted Harmon to pour the rest of the ramps to INDOT specifications and focused her attention on the other areas of construction being performed.

III

Based upon the above information, the OIG issues the following findings and recommendations:

A.

Findings

1. There are no criminal or Code of Ethics violations.

2. However, there appears to have been non-compliance with INDOT specifications on issue two (enclosure of bricks).

Although the Contract came in $17,079.67 under the initial bid of $2,149,745.09 for a savings to the State of Indiana, INDOT representatives did not achieve the goals and outcomes expected of them on the Contract with regards to the ramps which were not installed to INDOT specifications designed to meet ADA requirements. Even after two attempts were made to correct deficiencies, two of the ramps still fail to meet INDOT specifications.
The first attempt in December of 2006 by the contractors was at the contractors’ expense. See Exhibit 2, supra.

The second attempt in July of 2007 under “change-order #8” involved a $2,000.00 credit to the State of Indiana for prior work performed on the ramps, and a $36,000.00 debt to the State of Indiana to replace 20 of the ramps originally installed during the initial construction process, leaving a loss of $34,000.00 to the State of Indiana. See Exhibit 7, supra.

3.

The use of the change-order process was inappropriate to resolve this issue regarding the deficient ramps.

We recognize that INDOT points out that after the deficiencies in the ramps were pointed out, INDOT installed a superior product with cast iron detectable warning elements (DWE’s) which may justify the increased cost. However, a change-order is a modification of the originally bid contract, and should only be used to compensate additionally for events that are beyond the expected contractual duties.

4.

INDOT inappropriately graded subcontractor Harmon with a “satisfactory” rating for its performance when the ramps were constructed improperly.

5.

Although there may have been unacceptable performance regarding these sidewalk ramps, there is no finding of a “cover-up” by INDOT.
B. Recommendations

1. INDOT should train its employees on these issues and the applicable rules and regulations, based upon the apparent shortcomings of the work accepted on the Contract, even after two attempts to make corrections. This could include formal classroom training for field personnel responsible for oversight of future construction and alteration projects for compliance with INDOT specifications and ADA requirements.

2. INDOT should address coordination issues between engineers designing an alteration project, with the project and area engineers who must apply the designs to existing field conditions, especially when in this Contract, the Project and Area Engineer made adjustments in the type of ramp specified by Design Engineers in the original plans, in order for the ramps to fit into existing field conditions.

3. INDOT should consider assigning a compliance officer to review the appropriate use of change-order procedures.

Dated this 17\textsuperscript{th} day of November, 2009.

___________________________________
David O. Thomas, Inspector General
December 22, 2009

Mr. David Thomas
Inspector General
150 West Market Street; Suite 414
Indianapolis, Indiana 46204

Dear Mr. Thomas,

Thank you for the opportunity to respond to Inspector General Report 2007-11-0248, your report on Indiana Department of Transportation (INDOT) sidewalk ramps for Contract RS-27328 in Franklin, Indiana. INDOT agrees with the three recommendations in your report and already has begun implementation of the actions you recommend.

In response to the findings in your report, INDOT notes the following:

- Change Order #8 involved placement of cast-iron detectable warning elements instead of brick elements, which INDOT has experienced problems with in the past. This change order did not amount to “loss of $34,000 to the State of Indiana” but a cost to the State for the placement of a superior product.
- Furthermore, the opportunity to use a new and superior product, which was not previously approved for use on INDOT contracts, is an unexpected event and therefore warranted a change order. Change Order #8 includes documentation describing the new technology as well as correspondence from INDOT’s Construction Division in Central Office approving the use of the new approved material.
- Sometimes change orders are in the best interest of the State even if the change should have been incorporated in the original contract documents but for some reason was not. For Contract RS-27328, INDOT’s contractor had to replace the bricks it originally placed, and instead of having the contractor place the inferior product again, INDOT approved a change order to use the new material. Even if this change was “beyond the expected contractual duties,” the change order resulted in the use of a better product, thus benefitting residents and visitors to the town of Franklin as well as INDOT by allowing it to test a new approved material.
- INDOT’s Change Order Policy, which was in place during the performance of Contract RS-27328, allows for updates to INDOT’s Standard Specifications under change order code 703. It also requires a change order for any new items of work, revisions in plans, and changes in specifications “regardless of the affects to original contract items.” Thus Change Order #8 followed the INDOT policy in place at the time of the Contract.
- INDOT uses licensed professional engineers to oversee and evaluate its contracts. Although sometimes errors occur, INDOT values the work of its professional engineers

www.indot.IN.gov
An Equal Opportunity Employer
and believes they are in the best position to evaluate whether work meets INDOT design specifications.

INDOT takes its responsibility to ensure compliance with the Americans with Disabilities Act (ADA) on all of its projects very seriously. In the spring of 2009, INDOT’s Economic Opportunity Division provided a presentation on the ADA to INDOT employees and other interested parties at the 2009 Road School. It has conducted several compliance reviews on INDOT projects and INDOT offices. It is also working on a method of training for the INDOT District offices to ensure these offices consider ADA compliance at the early stages of design and scoping on all INDOT projects.

INDOT is also working to improve coordination issues, specifically with regard to ADA requirements, between engineers designing a project with the project and area engineers who must apply designs to existing field conditions. This is a goal that INDOT has for each of its projects. To this end, INDOT now holds onsite meetings with its project engineers, area engineers and district designers on these types of projects.

Finally, INDOT recently adopted a new change order policy, which will become effective January 1, 2010. This policy includes a provision that requires INDOT’s State Construction Engineer in the Division of Construction Management to conduct process reviews to verify compliance with the change order policy. The policy also outlines other controls that are in place to avoid change order abuse in the future. A copy of the new change order policy and the policy in place during the performance of Contract RS-27328 are attached.

Please contact me (233-5012) if you can provide you with further information.

Sincerely,

Mark G. Ahearn
Chief Legal Counsel and Deputy Commissioner

Cc: Cynthia Carrasco; Director, Indiana State Ethics Commission
    Martha Kenley; Director, Economic Opportunity Division, INDOT
    Tiffany Mulligan; Attorney, INDOT
    Jim Stark; Deputy Commissioner, Seymour District, INDOT

Attachments

www.indot.in.gov
An Equal Opportunity Employer
Policy: Policy for Change Orders on Construction Contracts

Purpose: The purpose of this Policy is to formalize the requirements related to Change Orders on Construction Contracts.

Effective Date: January 1, 2010

Supersedes: This Policy supersedes the previously published Construction Change Order and Time Extension Policies issued with Construction Memorandum 06-18.

Responsible Division: Division of Construction Management

Authority: Michael B. Cline
Deputy Commissioner of Operations
Date 12-17-09

POLICY


1.1. Change Orders are utilized to document an impact to a Construction Contract and authorize the changes required to mitigate the impact.

1.2. It is the responsibility of the Division of Construction Management to maintain a Construction Change Order Policy (Policy) that minimizes risk to the Department from impacts to Construction Contracts and documents the reasons for changes in order to manage process improvement.

1.3. It is the responsibility of the Division of Construction Management to maintain procedural instructions for application of the Policy.

1.4. This Policy is implemented in conjunction with the applicable provisions of the Standard Specifications. The Policy is not to be construed to supersede the Standard Specifications or any State or Federal statute.

1.5. A Change Order is required to document changes to the Contract. These changes include, but are not limited to, monetary adjustments, time adjustments, plan revisions, and specification changes.
1.6. Each Change Order is to only address one specific impact to a Contract and clearly identify the reason for the change. Multiple items may be included on a Change Order, but all are to be related to the same specific impact and are to indicate the same reason for the change.

1.7. Change Orders are classified as either Discretionary or Non-Discretionary.

1.8. Change Orders require authorization by the appropriate authority prior to proceeding with any change to the Contract.

1.9. When a Change Order includes both monetary and time adjustments, the appropriate approval authority is the higher authority required when considering the monetary and time adjustments separately.

1.10. Change Orders are not to be split into multiple documents to reduce the approval authority level required.

1.11. The District Construction Office will provide for notification to be sent to the Project Manager (PM) when a Change Order is being drafted.

1.12. Change Orders on Contracts with Federal Highway Administration (FHWA) oversight require documented FHWA approval prior to proceeding with any change to the Contract.

1.13. Change Orders on Local Public Agency (LPA) Contracts require documented approval from the LPA prior to proceeding with any change to the Contract.

1.14. A Change Order is not to be used to purchase any equipment intended to remain the property of the State without documented approval from the Director of the Division of Construction Management (DDCM) prior to proceeding with any change to the Contract.

1.15. A Change Order is not to be used to authorize a Contractor to perform work on State property such as buildings, vehicles, equipment, or other items not included in the Contract without documented approval from the DDCM prior to proceeding with the work.

1.16. A Change Order will include documentation necessary to describe the impact to the contract and the justification for the change. The documentation is to be of sufficient detail that a person generally familiar with the construction process, but not associated with the specific contract, is able to understand the impact and the justification for change.

1.17. Justification of new unit prices is to be documented along with the Change Order.

1.18. The District Construction Office will review Change Orders to ensure compliance with the Policy.
1.19. The State Construction Engineer in the Division of Construction Management will conduct process reviews to verify compliance with the Policy.

2. Monetary Adjustments

2.1. A Change Order is not required to authorize minor changes in existing Contract pay item quantities that are typically necessary to meet the scope and design of the Contract. Changes are considered minor if the total impact to the Contract is less than $20,000.00 in increased or decreased costs compared to the current approved Contract amount. Once this limit is exceeded, a Change Order that includes all increases or decreases in existing Contract pay item quantities is required to authorize the revisions. Additional Change Orders due to further changes in existing Contract pay item quantities are not required until the $20,000.00 limit is again exceeded.

2.2. The Department’s level of authority for per Change Order for monetary adjustments to a Contract is as shown in the following table:

<table>
<thead>
<tr>
<th>Approval Authority</th>
<th>Maximum Adjustment (Positive or Negative)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Engineer/Supervisor</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>Area Engineer</td>
<td>$250,000.00</td>
</tr>
<tr>
<td>District Construction Director</td>
<td>$750,000.00</td>
</tr>
<tr>
<td>State Construction Engineer</td>
<td>$2,000,000.00</td>
</tr>
<tr>
<td>Director, Division of Construction Management</td>
<td>Over $2,000,000.00</td>
</tr>
</tbody>
</table>
3. Time Adjustments

3.1. The Department’s level of authority for approval per Change Order for time adjustments to a Contract is as shown in the following table:

<table>
<thead>
<tr>
<th>Approval Authority</th>
<th>Maximum Adjustment (Positive or Negative)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Engineer/Supervisor</td>
<td>10 Days</td>
</tr>
<tr>
<td>Area Engineer</td>
<td>50 Days</td>
</tr>
<tr>
<td>District Construction Director</td>
<td>100 Days</td>
</tr>
<tr>
<td>State Construction Engineer</td>
<td>200 Days</td>
</tr>
<tr>
<td>Director, Division of Construction Management</td>
<td>Over 200 Days</td>
</tr>
</tbody>
</table>

3.2. For Change Orders which extend any combination of an Intermediate Contract Completion Date, a Closure Period or the Contract Completion Date, the appropriate approval authority is based on the longest time adjustment included in the Change Order.

3.3. For Change Orders which delete an Intermediate Completion Date, a Closure Period, or any other milestone date or time period from a Contract, the approval authority is the DDCM.

4. Scope or Design Change Approval

4.1. The approved scope or design of a Contract is not to be changed without documentation of approval from the appropriate authority, obtained through the PM, in addition to the approval authority based on the magnitude of the Change Order monetary and time adjustments. Any of the following are classified as changes to scope or design elements of the Contract:

4.1.1. Alterations to the intent or scope of the Contract or character of the work, including significant revision of the project limits
4.1.2. Revisions to geometric design of the mainline roadway, ramps, frontage roads or crossroads
4.1.3. Revisions to structural section of the pavement, including, but not limited to subgrade, subbase, PG binder grade, pavement type, pavement depth, individual pavement courses and aggregate designations
4.1.4. Additions, deletions, changes or relocations to bridges or structures that affect the functional scope and intent of the approved design
4.1.5. Deviations from planned access control, including drives or pedestrian access features
4.1.6. Revisions to the specifications, special provisions or other contract requirements, including approved provisions for maintaining traffic

4.1.7. Revisions that result in new environmental impacts, changes in previously permitted activities or reductions in environmental mitigation measures provided for in the Contract

4.1.8. When the change is due to a design error or omission, it is required that the designer be contacted through the project manager to ensure the designer has an opportunity to provide options that will mitigate the cost of the solution.
Policy: Policy for Construction Change Orders on Highway Construction Contracts

Purpose: The purpose of a Highway Construction Contract Construction Change Order is to document an impact to a construction contract and to authorize the changes required to mitigate the impact. As part of the Change Order process, it is vital to identify the causes of Change Orders in order to manage documents and procedures to eliminate repetitive causes.

Effective Date: This Policy shall become effective on July 1, 2006

Supersedes: This Policy supersedes all previously published Construction Change Order Policies, including, but not limited to those contained in the General Instruction for Field Employees and Construction Memorandums 00-13, 02-08, 05-02 and 05-09.

Responsible Division: Division of Construction Management

Authority:  

[Signature]

Date 6/13/06

James Poturalski
Deputy Commissioner of Highway Management

POLICY


1.1. It is the responsibility of the Division of Construction Management to maintain a Construction Change Order Policy (Policy) that minimizes risk to the Department from impacts to construction contracts and documents reasons for changes to manage process improvement.

1.2. It is the responsibility of the Division of Construction Management to maintain procedural instructions for application of the Policy. These instructions shall be maintained in the Indiana Department of Transportation General Instructions to Field Employees (GIFE).

1.3. This Policy must be implemented in conjunction with the applicable provisions of the Standard Specifications. The Policy shall in no way be construed to supersede the Standard Specifications or any State or Federal statute.

1.4. A Change Order is required to document changes in the Contract Documents. These changes include, but are not limited to changes due to plan revisions, extra work,
force account work, accumulated quantity changes, specification changes, credits to the contract and failed materials.

1.5. Except as permitted by this Policy, changes to the Contract Documents shall require authorization by the appropriate authority, as described herein, prior to proceeding with any changes to the Contract.

1.6. A Registered Professional Engineer (Engineer) assigned to administer and manage a construction contract for the Department has the responsibility and authority to authorize those changes in the work necessary to address errors and omissions in the Contract Documents. The Engineer’s authority is intended to allow the work to be constructed within the intent of the original scope and design of the Contract without causing undue delay of the work. Changes may include revisions of existing pay item quantities or addition of new items of work. The Engineer may authorize work to begin on changes that require a Change Order under the requirements of this Policy prior to final approval of the Change Order. Changes must be based on sound engineering judgment and conform to the Department’s design and construction policies and standards.

1.7. A project supervisor (Supervisor) other than a Registered Professional Engineer assigned to administer and manage a construction contract for the Department has the responsibility and authority to authorize changes in original contract pay item quantities, as allowed by the requirements of this Policy, to address errors and omissions in the Contract Documents. This authority is intended to allow the work to be constructed strictly within the original intent of the scope and design of the Contract. Any other changes to the Contract must be approved according to this Policy before they are implemented in the Contract.

1.8. A Change Order is not required, within the limits set out below, to authorize minor changes in original contract pay item quantities that are typically necessary to meet the scope and design of the Contract. Once any one of the limits below is exceeded, a Change Order shall be generated to authorize the revisions. The Change Order shall include all revisions to original contract pay item quantities not previously addressed by a Change Order. Additional Change Orders due to further changes in original contract pay item quantities are not required until the limits of this section are again exceeded.

1.8.1. $20,000 sum total change in any one original contract pay item
1.8.2. The greater of $20,000 sum total change in all original contract pay items or a sum total change of 2% of the original contract amount in all original contract pay items, not to exceed $250,000

1.9. The Project Engineer/Supervisor (PE/S) shall maintain contract records sufficient to be able to identify when changes to the Contract exceed the limits set out above.

1.10. A Change Order shall not be used to purchase any equipment that will remain the property of the State without prior written approval from the Director of the Division of Construction Management (DDCM).
1.11. A Change Order shall not be used to pay a Contractor for any work on any State property, including buildings and vehicles, not originally included in the Contract without prior written approval from the DDCM.

1.12. A Change Order that adds new items of work or revises quantities of existing items of work shall comply with the Department’s policy for attainment of Disadvantaged Business Enterprise (DBE) goals on those contracts that contain DBE goals.

1.13. The District Office of Highway Operations shall review Change Orders for compliance with the Department’s policy for attainment of DBE goals.

1.14. A Change Order shall include documentation necessary to describe the impact, cost and justification of the change. The documentation shall be such that a person generally familiar with the construction process, but not associated with the specific contract, is able to understand the impact and the justification for change.

1.15. Documentation of how new or revised unit prices are established shall be included with the submittal of the Change Order.

1.16. The District Construction Office shall provide a copy of all approved Change Orders to the Division of Construction Management and the Project Manager (PM) for the Contract.

1.17. The Division of Construction Management shall provide training as required for implementation and application of this Policy.

1.18. The District Office of Highway Operations shall review District approved Change Orders to ensure compliance with this Policy.

1.19. The Division of Construction Management shall conduct process reviews to verify compliance with this Policy.
2. Monetary Approval Authority

2.1. A Change Order shall not be split into multiple Change Orders to reduce the total dollar amount per Change Order or to reduce the approval authority level required.

2.2. The Department’s level of authority for monetary approval of a Change Order shall be as shown in the following table:

<table>
<thead>
<tr>
<th>Monetary Approval Authority</th>
<th>Maximum CO Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Area Engineer</td>
<td>$250,000</td>
</tr>
<tr>
<td>District Construction Engineer</td>
<td>$750,000</td>
</tr>
<tr>
<td>State Construction Engineer</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Director, Division of Construction Management</td>
<td>Over $2,000,000</td>
</tr>
</tbody>
</table>

2.3. When a Change Order is associated with a Time Extension request, both shall require approval by the higher authority required for either the Time Extension or the Change Order.

2.4. In addition to the approval levels above, if the Contract has Federal Highway Administration (FHWA) oversight, the Change Order shall receive prior approval from the FHWA. The FHWA may provide documented verbal approval of the Change Order to allow work to proceed and then will authorize the completed Change Order document after final approval by the Department.

2.5. In addition to the requirements above, if the Project is a Local Public Agency (LPA) contract, the LPA shall provide approval before work on the Change Order may proceed.

2.6. The PE/S shall maintain contract records sufficient to identify when changes to the Contract will exceed 5% of the original Contract amount. The PE/S shall notify the Area Engineer (AE) when the Contract will exceed 5% of the original Contract amount.

2.7. When a Contract exceeds 5% of the original contract amount, the District Construction Office shall notify the appropriate District or Central Office program budget managers. The program budget manager will determine how additional funds will be allocated for the Contract.
3. Scope or Design Change Approval

3.1. The approved scope or design of a Contract shall not be changed, except as permitted by this Policy, without prior approval from the appropriate authority.

3.2. Any of the following changes to scope or design elements of the Contract require prior approval, regardless of the monetary value of the change:

3.2.1. Alterations to the intent or scope of the Contract or character of the work, including significant revision of the project limits
3.2.2. Revisions to geometric design of the mainline roadway, ramps, frontage roads or crossroads
3.2.3. Revisions to structural section of the pavement, including, but not limited to subgrade, subbase, bituminous binder grade, pavement type, pavement depth, individual pavement courses and aggregate designations
3.2.4. Additions, deletions, changes or relocations to bridges and/or structures that affect the functional scope and intent of the approved design
3.2.5. Deviations from planned access control, including drives or pedestrian access features
3.2.6. Revisions to the specifications, special provisions or other contract requirements, including approved provisions for maintaining traffic
3.2.7. Revisions that result in new environmental impacts, changes in previously permitted activities or reductions in environmental mitigation measures provided for in the Contract

3.3. The PM shall be notified when it is determined that a proposed change modifies the original scope or design of the Contract, beyond the changes permitted by this Policy.

3.4. The PM shall review proposed modifications to scope or design elements and provide a recommendation to the appropriate monetary approval authority for or against the proposed changes to the Contract. The review shall include planning, design, construction and other Department personnel as appropriate to the situation. FHWA and LPA personnel shall be included in the review as applicable. The recommendation shall include a statement as to whether or not the Contract can be completed as planned without the proposed change to scope or design.

3.5. If the approval authority concurs with the recommendation from the PM, the recommendation shall become the final determination and shall be acted on accordingly.

3.6. If the approval authority does not concur with the recommendation from the PM, one of the following actions shall be taken:

3.6.1. For contracts budgeted at a District: The recommendation, along with the approval authority’s comments, shall be forwarded to the District Director, through the District Highways Operations Director for a final decision.
3.6.2. For contracts budgeted at Central Office: The recommendation, along with the approval authority’s comments, shall be forwarded to the Deputy Commissioner of
4. **Reason for Change**

4.1. Each Change Order shall only address one specific impact to a Contract and shall clearly identify the reason for the change. Multiple items may be included on a Change Order, but all must be related to the same specific impact and have the same reason for the change. A Change Order generated to document revisions of original contract pay item quantities, as previously described, will be considered as one impact.

4.2. The Division of Construction Management shall maintain a list of approved Reason Codes to identify the reasons for changes. The proper Reason Code shall be clearly indicated on the Change Order document.

4.3. The Division of Construction Management shall regularly review the reasons for Change Orders as identified by the Reason Code, and implement policy, procedure and specification revisions in order to reduce risk of future impacts.

5. **Timeliness & Communication**

5.1. The Change Order process shall be accomplished promptly in order to minimize delays to construction contracts while still providing for adequate review and oversight of the process.

5.2. It is the responsibility of any party to the Contract to notify all affected parties promptly of the discovery of a potential impact to the Contract which may result in the need for a Change Order.

5.3. It is the responsibility of the PE/S to initiate the Change Order process as soon as possible after an impact to the Contract is identified and can be reasonably quantified.

5.4. It is the responsibility of the required Change Order approval authority to review and respond to requests for Change Order approval promptly.

5.5. It is not the intent of this Policy to delay contracts while waiting on a Change Order document to be processed. When necessary, documented verbal approval, as further described herein, shall be used to expedite the approval process and minimize contract delays.

6. **Documented Verbal Approval**

6.1. In order to minimize delays to the Contract, the PE/S may request documented verbal approval from the appropriate approval authorities, including LPA and FHWA, prior to processing of the Change Order document.
6.2. Documented verbal approval shall only be granted when processing of the Change Order document will unreasonably delay the Contract in the view of the approving authority.

6.3. Documented verbal approval shall consist of communication via memo, fax or e-mail from the required approval authority. All intermediate management levels shall be copied on the communication. All approvals transmitted by fax or e-mail shall be followed by voice communication to ensure receipt of the transmission.

6.4. Work on a Change Order may proceed once documented verbal approval from the appropriate authority is received by the PE/S.

6.5. The PE/S shall process the Change Order document promptly after receiving documented verbal approval for a Change Order.

6.6. The PE/S shall attach a copy of the documented verbal approval authorization, along with all other required documentation, to the Change Order document for final processing.
Policy: Policy for Contract Time Extensions on Highway Construction Contracts

Purpose: The purpose of a Construction Contract Time Extension is to adjust the completion time of a contract to best accomplish the scheduling objectives of the State.

Effective Date: This Policy shall become effective on July 1, 2006

Supersedes: This Policy supersedes all previously published Time Extension Policies, including, but not limited to those contained in the General Instruction for Field Employees and any applicable Construction Memorandums.

Responsible Division: Division of Construction Management

Authority: James Poturalski
Deputy Commissioner of Highway Management

Date 6/13/06

POLICY

1.1. It is the responsibility of the Division of Construction Management to maintain a Construction Contract Time Extension Policy (Policy) that minimizes the risks to the Department.

1.2. It is the responsibility of the Division of Construction Management to maintain procedural instructions for application of the Policy. These instructions shall be maintained in the Indiana Department of Transportation General Instructions to Field Employees (GIFE).

1.3. This Policy shall be implemented in conjunction with the applicable provisions of the Standard Specifications. The Policy shall in no way be construed to supersede the Standard Specifications or any State or Federal statute.

1.4. A Time Extension may be granted when conditions beyond the control of the Contractor result in the Contractor’s inability to complete a contract within the original contract time.

1.5. A Time Extension may be granted when it is in the best interest of the State to adjust the original contract time.
1.6. The decision to grant a Time Extension shall take into account the cost of delaying a contract completion versus the cost of acceleration to complete a contract as planned.

1.7. When applicable, a request for change to the Contract time associated with an impact to the Contract shall be submitted along with a Change Order. A request shall be submitted to address time reductions as well as time extensions.

1.8. When a Time Extension request is associated with a Change Order, both shall require approval by the higher authority required for either the Time Extension or the Change Order.

1.9. A request for change in Contract time submitted by the Contractor to the Project Engineer/Supervisor (PE/S) must include documentation justifying the extension. The documentation should include the Contractor's original and revised schedules and copies of any applicable Change Orders.

1.10. A Time Extension request shall include the original and any previously approved revised Contract date(s) or time(s), the amount of time requested and the requested revised completion date(s) or time(s).

1.11. Approval authority levels for Time Extensions of Standard Specification (SS) contract days shall be according to the following table:

<table>
<thead>
<tr>
<th>Approval Authority</th>
<th>Total Number of SS Contract Days per Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Area Engineer</td>
<td>50</td>
</tr>
<tr>
<td>District Construction Engineer</td>
<td>100</td>
</tr>
<tr>
<td>State Construction Engineer</td>
<td>200</td>
</tr>
<tr>
<td>Director, Division of Construction Management</td>
<td>Over 200</td>
</tr>
</tbody>
</table>

1.12. Approval of Time Extensions for Special Provision (SP) contract times, including, but not limited to incentive/disincentive dates, intermediate completion dates, allowable closure periods and other time requirements set out in the SP shall be based on a comparison of the number of days requested versus the associated monetary value of the days. The required approval authority shall be the higher authority required from either the table above or the Policy for Construction Change Orders on Highway Construction Contracts.

1.13. The District Construction Office shall provide copies of all District approved Time Extensions to the Division of Construction Management.
1.14. In addition to the approval levels above, if the Contract has Federal Highway Administration (FHWA) oversight, the Time Extension shall receive approval from the FHWA.

1.15. The Division of Construction Management shall provide training as required for implementation and application of this Policy.

1.16. The District Office of Highway Operations shall review District approved Time Extensions to ensure compliance with this Policy.

1.17. The Division of Construction Management shall conduct process reviews to verify compliance with this Policy.
GENERAL NOTES:

1. These dimensions are based on a 6 in. curb height. They shall be proportionally adjusted for other curb heights.

2. Where site infeasibility precludes construction to the width shown, such width may be decreased to a minimum of 3'-0.

3. The bottom edge of the curb ramp shall be flush with the edge of adjacent pavement and gutter line.

4. Landing areas at the top of curb ramps shall have maximum cross slope of 50:1 in any direction. When site infeasibility precludes a landing slope of 50:1 in any direction, the slope perpendicular to the curb face shall not exceed 50:1.

5. If site infeasibility precludes construction to the width shown, the landing width may be decreased to 3'-0 minimum. The running slope of the curb ramp may be steepened to a maximum of 10:1 for a maximum 6 in. rise.

6. Drainage inlets should be located uphill from curb ramps to prevent puddles at the path of travel.

7. See Standard Drawing E 604-SWCR-12 for improved access on narrow sidewalks.

8. Algebraic difference in grade between the base of curb ramp and the gutter shall be limited to less than 11%. If it is not practical, a 2%-0 wide level strip shall be provided. See detail sketch.

9. Minimum recommended width of curb ramp is 4'-0.

TRUNCATED DOMES USED IN DETECTABLE WARNINGS

CHANGE OF GRADE

DETAIL OF RAMP GROOVES

RAMP AND BRICK SURFACE CONSTRUCTION DETAIL

ALTERNATE CURB CONSTRUCTION
INDIANA DEPARTMENT OF TRANSPORTATION
DAILY REPORT AND DIARY FOR 12/11/2006
MONDAY

L.C. 103

REPORT NO: 85

CONTRACT NO.: RS-27329
PROJECTS: 0300632

MIN. TEMP: MAX. TEMP: WEATHER: CLOUDY

CONTROL OPERATION: PUNCHLIST
REASON DAY CHARGED/NOT CHARGED:

AVAILABLE DAYS: FRAC DAY WORKABLE: CHARGED:

DAYS USED: BALANCE:

CALENDAR COMPLETION DATE: 11/30/2006

---

BRIDGE STR. PIPE STR. CREW (F/S/C/E/T/) ITEM NO. ITEM DESCRIPTION

FROM STA. TO STA. DIR/LANE QA INDENT

---

** PROJECT: ( ) / / **

NO ITEMS

---

MEMORANDUM

Meeting to look at curb ramps at 9am. In attendance were James Culbertson, Area engineer; Kevin Conwell, Brad Byford, Pat Fox, Stan Stradley from Milestone; Adam Young, Harmon Construction; Rachel Wren, INDOT PE; Greg Stewart, INDOT certified tech. Discussed were the issues that occurred with the curb ramps being too high in relation to the adjoining asphalt areas. Some of the ramps will have to be replaced completely, some partially replaced while the rest have to be wedged up with some asphalt.

R. Wren talked to Ed Cox, Seymour District Traffic Engineer about placing crosswalk at E. Court Street. He asked that we not place it on our contract, if city wants it they can talk to him about it.

R. Wren: 7am-3pm
G. Stewart: 7am-3pm

Traffic Devices Checked YES / NO
(Circle Appropriate Selection)

SIGNATURE
Rachel D. Wren
PROJECT ENGINEER / SUPERVISOR

Page No. 1 of Report No. 85

Exhibit 2
INDIANA DEPARTMENT OF TRANSPORTATION
DAILY REPORT AND DIARY FOR 12/12/2006
TUESDAY

CONTRACT NO.: RS-27328
PROJECTS: 0306532

MIN. TEMP.: MAX. TEMP.: WEATHER: RAIN
CONTROL OPERATION: PUNCHLIST
REASON DAY CHARGED/NOT CHARGED:

AVAILABLE DAYS: FRAC DAY WORKABLE: CHARGED:

DAYS USED: BALANCE:

CALENDAR COMPLETION DATE: 11/30/2006

---

BRIDGE STR.
PIPE STR.
CREW (F/S/C/E/T/)
NO.
ITEM
ITEM DESCRIPTION
FROM STA.
TO STA.
DIR/LANE
QUANTITY UNITS
QA INSENT

---

NO ITEMS

---

MEMORANDUM

Rain, not charged on punchlist.

R. Wren called Gary Moody, a City of Franklin resident, who had a complaint about curb ramps, explained that they will be fixed within the next week or two.

No work was done by the contractor today.

R. Wren: 7am-3pm
G. Stewart: 7am-3pm

Traffic Devices Checked YES / NO
(Circle Appropriate Selection)

SIGNATURE

PROJECT ENGINEER / SUPERVISOR

Page No. 1 of Report No. 86

Exhibit 3
<table>
<thead>
<tr>
<th>Daily Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Miscomm. over whether we had concrete in front of the bricks.</td>
</tr>
<tr>
<td>AE's discussed the problem w/ ramps.</td>
</tr>
<tr>
<td>When they have a contract with ramps review after 2/3 are poured. Look at or photos.</td>
</tr>
<tr>
<td>Contacted Milestone who meet w/ them after today's meeting.</td>
</tr>
<tr>
<td>9:00am: Ron Buchan, Tony M., Bob W.</td>
</tr>
<tr>
<td>Call T. Finner and set up meeting w/ Bob W.</td>
</tr>
<tr>
<td>Approvals by 10:00am on Monday.</td>
</tr>
</tbody>
</table>

Exhibit 5-A
Tuesday May 29
Bob Williams Office
2 1:00pm

Exhibit 5-B
Logman, Jeffrey

From: Williams, Bob
Sent: Wednesday, June 13, 2007 1:28 PM
To: Logman, Jeffrey
Cc: McClellan, Tony
Subject: RE: Wheelchair Ramp Re-Construction

I'm on board, proceed as needed.

Bob Williams
District Deputy Commissioner
Seymour District, INDOT
(812) 524-3702

-----Original Message-----
From: Logman, Jeffrey
Sent: Wednesday, June 13, 2007 9:33 AM
To: Williams, Bob
Cc: McClellan, Tony
Subject: FW: Wheelchair Ramp Re-Construction

Bob,

If you are on board with correcting this work I will get with Milestone to ask for a credit for the previous work before starting with the replacement? Let me know your take on this.

Jeffrey L. Logman
District Construction Engineer
Seymour District
812 524-3739
jlogman@indot.in.gov

From: Kuchler, Dennis
Sent: Wednesday, June 13, 2007 9:23 AM
To: Logman, Jeffrey; Harris, Tom
Cc: Zander, Anthony
Subject: Wheelchair Ramp Re-Construction

Jeff & Tom, I have discussed this work with Mark Miller and we are agreeable to getting this work corrected. You can work on what the correct costs should be and approve it if in your authority level. We also agree that we only want to pay once for the work so please discuss this with Milestone. We did have a concern about the type of Detectable Warning plates that you are going to use in the ramps. Milestone’s proposal state they will place “East Jordon Detectable Warning Plates w/Black Asphalt dip finish”. Are these approved? I have "CC" Tony Zander since he is in the contact person who is trying to keep track of what different units we are placing in the field for trial use so if they perform correctly they can be placed on an approved list. Please contact him and discuss these units and their color. Thanks, Dennis

Dennis K. Kuchler, P.E.
State Construction Engineer
Division of Construction Management

Exhibit 6-A

4/28/2008
From: Logman, Jeffrey  
Sent: Monday, June 04, 2007 2:50 PM  
To: Harris, Tom  
Cc: Kuchler, Dennis  
Subject: FW: Attached Image

Tom,

Attached is the cost proposal to rework the curb ramps in Franklin. I think we would probably be involved with up to 12 ramps in the rework. The work would be about 21,600 plus setting some construction warning signs. Please discuss with Dennis if the district can go to the next step and try to finalize an agreement with everyone. I am thinking about telling Milestone we will have to deduct the rework area from the original pay area to keep from paying twice. Let me know if this is worth pursuing?

Jeffrey L. Logman  
District Construction Engineer  
Seymour District  
812 524-3739  
jlogman@indot.in.gov

From: seymourannex@indot.in.gov [mailto:seymourannex@indot.in.gov]  
Sent: Monday, June 04, 2007 2:06 PM  
To: Logman, Jeffrey  
Subject: Attached Image
Logman, Jeffrey

From: Logman, Jeffrey
Sent: Thursday, July 12, 2007 10:48 AM
To: Culbertson, James
Subject: FW: Cast Iron DWE

James,
Here is the material info from Tony Zander on the cast iron DWE. A Type C Cert will cover the material.

Jeffrey L. Logman
District Construction Engineer
Seymour District
812 524-3739
jlogman@indot.in.gov

From: Zander, Anthony
Sent: Monday, June 25, 2007 1:41 PM
To: Logman, Jeffrey
Subject: Cast Iron DWE

Hello Jeff,
The following text concerns future requirements for the subject DWE that will be issued as part of a Recurring Special Provision. I have made some additional revisions in order to make it applicable to the change order you are working on for the Franklin job. I trust this will work for you.

Delete line 97 through 110 of 604.03 and insert as follows:

(g) Detectable Warning Element

Detectable warning elements shall be manufactured or field cut to completely fill the area of the curb ramp as shown on the plans. Elements shall be installed to be level across joints or seams and shall be flush with the edges of adjoining concrete.

Cast iron elements shall be installed in accordance with the manufacturer’s recommendations. When required, cutting of cast iron elements shall be in accordance with the manufacturer’s recommendations. Cut edges shall be ground to a smooth shape consistent with the manufactured edges.

Delete line 36 through 43 of 905.05 and insert the following:

905.05 Detectable Warning Elements

The detectable warning surface in concrete curb ramps shall be constructed using cast iron elements. materials from the Department’s approved list of Detectable Warning Elements, which is maintained by the office of Materials Management. An element manufacturer wishing to add a product to the approved list shall comply with Procedure L of ITM 806.

Cast iron detectable warning elements shall be manufactured from gray iron in accordance with AASHTO M 105, Class 30A as a minimum. The truncated domes shall be as shown on the plans. The tops of the domes and the space between domes shall have a non-slip textured surface. The minimum
thickness of the casting shall be 0.300 inch. The minimum thickness shall not be measured within the area of integral reinforcing ribs or bracing, domes or the textured surface.

The height tolerance of the truncated domes shall be within 0.18 to 0.26 (3.50 mm to 6.50 mm). The base diameter, dome top diameter and dome spacing shall be within ± 1/16 inch (± 1.5 mm) of the design value. The design values shall be within the ranges identified in the Standard Drawings. No more than 2 truncated domes per element may be out of tolerance for dimensions.

A type C Certification shall be furnished prior to use of the material and will serve as the basis for use.
Ms. Rachel Wren  
1046 Bexley Run, Apt. G  
Greenwood, Indiana 47143

Re: Contract: RS-27328-B  
Project: 4241007  
Asphalt Resurface on SR 44 From SR 144 to I-65  
Johnson County (SEYMOUR DISTRICT)

Dear Rachel:

Please find your attached and approved Change Order No. 8 for an increase of $34,000.00. The base amount of this contract is $2,149,745.09.

The attached change order addresses issues regarding 20 curb ramps installed on this contract along SR 44 in Franklin. Those with issues are shown on the attached document. INDOT is receiving a credit for incorrect construction on the ramps along the curb. This credit is shown in the new pay Item #83. The amount for Item #83 was determined using the sidewalk unit price of $40.00/sys., with each ramp area amounting to 2.5 sys., and a total of 20 ramps. Also, new pay Item #84, Replace, Curb Ramps, is being added to correct these issues along the curb, and includes removal of the incorrect ramp area, pouring of this corrected area with concrete, and placement of “East Jordan Detectable Warning Plates with Black Asphalt Dip” at this same location. These will be paid for by “Each”. The unit price for Item #84 was found to be appropriate for the work involved, and documentation regarding the unit price is attached. Please note attached e-mail documentation regarding approvals for the work involved and discussions among individuals regarding this matter.

Exhibit 7
Contract: RS-27328
Change Order No. 8

The to date change in this contract is plus 0.91 %.

Sincerely,

James D. Culbertson
Area Engineer (Seymour District Construction)

JLL:JDC:jdc

Enclosure

Cc: Tom E. Harris
    Milestone Contractors, L. P.
    Project Manager – Craig Allman
    File
Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended:

The following items were put into the contract in order to re-construct some of the curb ramps previously installed. The new ramps will include the placement of "East Jordon Detectable Warning Plates with Black Asphalt Dip". A Type C cert will be the basis of use for these plates.

See attached email documentation for additional information including ramp locations as well as various approvals required.

Also see attached pricing information from Milestone Contractors.

Item #0083 - Credit to the State, Curb Ramps - This item was created to give back some of the money from the previous ramps that were constructed incorrectly.

Item #0084 - Replace, Curb Ramps - This item is per each curb ramp to be replaced. It has been decided that 20 curb ramps should be replaced with the new detectable warning plates at a cost of $1800 per each. See attached map for locations.

<table>
<thead>
<tr>
<th>CONTRACT: RS-27328</th>
<th>CHANGE ORDER NO. 8</th>
<th>PAGE 1 OF</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>[C] CLN</td>
<td>DESCRIPTION</td>
<td>UNIT PRICE</td>
</tr>
<tr>
<td>[E] PCN</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[E] PLN</td>
<td>SUPPLEMENTAL DESCRIPTION</td>
<td></td>
</tr>
<tr>
<td>[E] 0083</td>
<td>CREDIT TO THE STATE</td>
<td>1.000000</td>
</tr>
<tr>
<td>[E] 0300632</td>
<td></td>
<td>DOL</td>
</tr>
<tr>
<td>[N] 0083</td>
<td>CURB RAMPS (SPEC REF 109-04651)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>REASON: 703 - STANDARDS/SPECS CHANGE, Other</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>[E] 0084</td>
<td>REPLACE</td>
<td>1.800.000000</td>
</tr>
<tr>
<td>[E] 0300632</td>
<td></td>
<td>EACH</td>
</tr>
<tr>
<td>[N] 0084</td>
<td>CURB RAMPS (SPEC REF 711-05395)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>REASON: 703 - STANDARDS/SPECS CHANGE, Other</td>
<td></td>
</tr>
</tbody>
</table>

---

NET TOTAL $ 34,000.00
It is the intent of the parties that this change order is full and complete compensation for the work described above. Notification and consent to this change order is hereby acknowledged. Net Change Order amount is $34,000.00

Contractor: John J. P. By: Stan W. Strickly Date: 7/25/07

Submitted For Consideration

LPA SIGNATURES - OR - FHWA CONCURRENCE

07/26/07

PWS R. D. W. D.D.
AE J. D. FE
DCE D. H. C.

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

James D. Collier
(Title)
07-26-07 (Date)

New items as indicated above have been verified and added to BAMS by: _______________ on _______________
Culbertson, James

From: Logman, Jeffrey
Sent: Thursday, July 12, 2007 7:38 AM
To: Culbertson, James
Subject: FW: Wheelchair Ramp Re-Construction

Attach with the change order also.

Jeffrey L. Logman
District Construction Engineer
Seymour District
812 524-3739
jlogman@indot.in.gov

From: Williams, Bob
Sent: Wednesday, June 13, 2007 1:28 PM
To: Logman, Jeffrey
Cc: McClellan, Tony
Subject: RE: Wheelchair Ramp Re-Construction

I'm on board, proceed as needed.

Bob Williams

District Deputy Commissioner
Seymour District, INDOT
(812) 524-3702

-----Original Message-----
From: Logman, Jeffrey
Sent: Wednesday, June 13, 2007 9:33 AM
To: Williams, Bob
Cc: McClellan, Tony
Subject: FW: Wheelchair Ramp Re-Construction

Bob,

If you are on board with correcting this work I will get with Milestone to ask for a credit for the previous work before starting with the replacement? Let me know your take on this.

Jeffrey L. Logman
District Construction Engineer
Seymour District
812 524-3739
jlogman@indot.in.gov

From: Kuchler, Dennis
Sent: Wednesday, June 13, 2007 9:23 AM
To: Logman, Jeffrey; Harris, Tom
Cc: Zander, Anthony
Subject: Wheelchair Ramp Re-Construction

Jeff & Tom, I have discussed this work with Mark Miller and we are agreeable to getting this work

7/16/2007
corrected. You can work on what the correct costs should be and approve it if in your authority level. We also agree that we only want to pay once for the work so please discuss this with Milestone. We did have a concern about the type of Detectable Warning plates that you are going to use in the ramps. Milestone's proposal states they will place "East Jordan Detectable Warning Plates w/Black Asphalt Dip finish". Are these approved? I have "CC" Tony Zander since he is in the contact person who is trying to keep track of what different units we are placing in the field for trial use so if they perform correctly they can be placed on an approved list. Please contact him and discuss these units and their color. Thanks, Dennis

Dennis A. Kuchler, P.E.
State Construction Engineer
Division of Construction Management
317-232-5502

---

From: Logman, Jeffrey
Sent: Monday, June 04, 2007 2:50 PM
To: Harris, Tom
Cc: Kuchler, Dennis
Subject: FW: Attached Image

Tom,

Attached is the cost proposal to rework the curb ramps in Franklin. I think we would probably be involved with up to 12 ramps in the rework. The work would be about 21,800 plus setting some construction warning signs. Please discuss with Dennis if the district can go to the next step and try to finalize an agreement with everyone. I am thinking about then telling Milestone we will have to deduct the rework area from the original pay area to keep from paying twice. Let me know if this is worth pursuing.

Jeffrey L. Logman
District Construction Engineer
Seymour District
812 524-3739
jlogman@indot.in.gov

---

From: seymourannex@indot.in.gov [mailto:seymourannex@indot.in.gov]
Sent: Monday, June 04, 2007 2:06 PM
To: Logman, Jeffrey
Subject: Attached Image

7/16/2007
Culbertson, James

From: Logman, Jeffrey
Sent: Thursday, July 12, 2007 7:36 AM
To: Culbertson, James
Subject: FW: Wheelchair Ramp Re-Construction

Attach copy of this with change order.

Jeffrey L. Logman
District Construction Engineer
Seymour District
812 524-3739
jlogman@indot.in.gov

From: Kuchler, Dennis
Sent: Wednesday, June 13, 2007 9:23 AM
To: Logman, Jeffrey; Harris, Tom
Cc: Zander, Anthony
Subject: Wheelchair Ramp Re-Construction

Jeff & Tom, I have discussed this work with Mark Miller and we are agreeable to getting this work corrected. You can work on what the correct costs should be and approve it if in your authority level. We also agree that we only want to pay once for the work so please discuss this with Milestone. We did have a concern about the type of Detectable Warning plates that you are going to use in the ramps. Milestone’s proposal state they will place “East Jordon Detectable Warring Plates w/Black Asphalt dip finish”. Are these approved? I have "CC" Tony Zander since he is the contact person who is trying to keep track of what different units we are placing in the field for trial use so if they perform correctly they can be placed on an approved list. Please contact him and discuss these units and their color. Thanks, Dennis

Dennis A. Kuchler, P.E.
State Construction Engineer
Division of Construction Management
317-232-5502

From: Logman, Jeffrey
Sent: Monday, June 04, 2007 2:50 PM
To: Harris, Tom
Cc: Kuchler, Dennis
Subject: FW: Attached Image

Tom,

Attached is the cost proposal to rework the curb ramps in Franklin. I think we would probably be involved with up to 12 ramps in the rework. The work would be about 21,600 plus setting some construction warning signs. Please discuss with Dennis if the district can go to the next step and try to finalize an agreement with everyone. I am thinking about then telling Milestone we will have to deduct the rework area from the original pay area to keep from paying twice. Let me know if this is worth pursuing?

Jeffrey L. Logman
District Construction Engineer
Seymour District
812 524-3739
jlogman@indot.in.gov

7/16/2007
From: seymournex@indot.in.gov [mailto:seymournex@indot.in.gov]
Sent: Monday, June 04, 2007 2:06 PM
To: Logman, Jeffrey
Subject: Attached Image

7/16/2007
Culbertson, James

From: Logman, Jeffrey
Sent: Thursday, July 12, 2007 10:48 AM
To: Culbertson, James
Subject: FW: Cast Iron DWE

James,
Here is the material info from Tony Zander on the cast iron DWE. A Type C Cert will cover the material.

Jeffrey L. Logman
District Construction Engineer
Seymour District
812 524-3739
jlogman@indot.in.gov

From: Zander, Anthony
Sent: Monday, June 25, 2007 1:41 PM
To: Logman, Jeffrey
Subject: Cast Iron DWE

Hello Jeff,

The following text concerns future requirements for the subject DWE that will be issued as part of a Recurring Special Provision. I have made some additional revisions in order to make it applicable to the change order you are working on for the Franklin job. I trust this will work for you.

Delete line 97 through 110 of 604.03 and insert as follows:

(g) Detectable Warning Element

Detectable warning elements shall be manufactured or field cut to completely fill the area of the curb ramp as shown on the plans. Elements shall be installed to be level across joints or seams and shall be flush with the edges of adjoining concrete.

Cast iron elements shall be installed in accordance with the manufacturer’s recommendations. When required, cutting of cast iron elements shall be in accordance with the manufacturer’s recommendations. Cut edges shall be ground to a smooth shape consistent with the manufactured edges.

Delete line 36 through 43 of 905.05 and insert the following:

905.05 Detectable Warning Elements

The detectable warning surface in concrete curb ramps shall be constructed using cast iron elements. Materials from the Department’s approved list of Detectable Warning Elements, which is maintained by the office of Materials Management. An element manufacturer wishing to add a product to the approved list shall comply with Procedure L of ITM-806.

Cast iron detectable warning elements shall be manufactured from gray iron in accordance with AASHTO M 105, Class 30A as a minimum. The truncated domes shall be as shown on the plans. The tops of the domes and the space between domes shall have a non-slip textured surface. The minimum
thickness of the casting shall be 0.300 inch. The minimum thickness shall not be measured within the area of integral reinforcing ribs or bracing, domes or the textured surface.

The height tolerance of the truncated domes shall be within 0.18 to 0.26 (3.50 mm to 6.50 mm). The base diameter, dome top diameter and dome spacing shall be within ± 1/16 inch (± 1.5 mm) of the design value. The design values shall be within the ranges identified in the Standard Drawings. No more than 2 truncated domes per element may be out of tolerance for dimensions.

A type C Certification shall be furnished prior to use of the material and will serve as the basis for use.
PROPOSAL

Date: May 31, 2007

Attn: Jeff Logman

INDOT Seymour District

Street: 186 Agrio Lane

City: Seymour, IN 47274

Project: Curb Ramp Replacement w/ Detectable Warning Plate Inserts

Street: SR 44

City: Franklin, Indiana

Est. No. C12340

We propose to furnish the plant, labor, materials and equipment required for the above project, in accordance with the terms and conditions printed herein, which upon acceptance by you of this Proposal are agreed to and accepted.

ALL TERMS AND CONDITIONS OF THIS PROPOSAL ARE SUBJECT TO CREDIT APPROVAL.

SR 44, FRANKLIN INDIANA CURB RAMP REMOVE AND REPLACE

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UOM</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remove &amp; Replace Curb Ramps w/ Detectable Warning Inserts</td>
<td>4.00</td>
<td>Ea</td>
<td>$1,200.00</td>
<td>$7,200.00</td>
</tr>
</tbody>
</table>

SPECIAL PROVISIONS:

1. Pricing is based saw cutting around perimeter of existing brick pavers on 4 curb ramps where brick pavers do not have a concrete curb border against the asphalt.
2. We will remove the bricks and concrete and then re-pour the curb ramp with a 6" concrete curb and insert East Jordan Detectable Warning Plates w/ Black Asphalt dip finish per Mike Bunting.
3. We have included a minimum for Maintenance of Traffic. We intend to use barrels and caution tape at ramps while work is progressing.
4. We have not included any permanent signs. We will place portable signage as needed.
5. Pricing is based on approximately 4 square yards per ramp or $450.00 per square yard.

If the foregoing meets with your acceptance, sign both copies of this Proposal. Please return one original to the address above and retain one original for your files. Upon receipt, it is understood that the foregoing, including the terms and conditions set forth on the reverse side, in addition to the applicable terms and conditions within AIA 201 shall constitute a full and complete agreement.

All Proposals are made subject to acceptance within 10 days from the date of this proposal and to withdrawal without notice thereafter. Signature represents acceptance of this Proposal, AIA A301 and the terms and conditions contained therein.

Signed ___________________________ Date ______________________

Terms Upon Receipt Submitted by

KEVIN COWELL, ESTIMATOR
(812) 679-6246 Ext. 248

REV. 03 11-07-02

EST. 334
MILESTONE CONTRACTORS, L.P.

TERMS AND CONDITIONS

Payment in full for all work performed hereunder during any month shall be made not later than the tenth day of the month next following. Final and complete payment for all work performed hereunder shall be made not later than thirty (30) days after the completion of such work. Interest at the rate of 1 3/4% per month shall be charged and paid on all unpaid balances from the due date to the date we receive payment.

If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, we shall be furnished adequate security upon our request.

We will provide and pay for Workmen's Compensation Insurance covering our employees and Public Liability and Property Damage Insurance protecting ourselves. We also will assume responsibility for the collection and payment of Social Security and State Unemployment Taxes applicable to our employees. We will furnish a Certificate of Insurance upon request.

We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such other work shall be so performed and completed as to permit us to perform our work hereunder in a normal uninterrupted single-shift operation.
CAST IRON DETECTABLE WARNING PLATES

East Jordan Iron Works' Detectable Warning Plates are cast from long-lasting, hard-wearing, corrosion resistant gray iron. Our DWP's are designed to withstand rigorous urban conditions such as snow plows, street cleaning machines, and vehicular traffic. They will last many years with little or no maintenance.

EJIW's truncated dome shape and spacing is compliant with ADA Accessibility Guidelines for Detectable Warnings. EJIW plates have a patent pending slip resistant texture, and feature a coefficient of friction rating greater than 0.8.

The gray iron plates in their natural state will develop a pleasant dark patina that visually contrasts with the adjoining sidewalk. Its attractive natural appearance will complement other cast iron street and sidewalk products such as manhole covers, drainage grates, and tree grates. To further enhance your streetscape EJIW's plates can be customized with special lettering.

EJIW's plates are ideal for newly constructed pedestrian ramps, and they can be retrofitted into older curb ramps by cutting out the existing concrete.
RESISTANT TO THE ELEMENTS

Cost iron's inherent resistance to the elements, snow plows, and snow melting chemicals makes it a natural fit for northern climates.

- Long-wearing cast iron
- Impervious to vehicular and snowplow traffic
- Corrosion resistant
- Permanently embedded into concrete

FINISH OPTIONS

Natural Finish  Black Asphalt Dip  Colors Available: Red, Black, Yellow

Ask YOUR sales representative about any custom color.

customize YOUR plates
## SIZES

<table>
<thead>
<tr>
<th>Sizes</th>
<th>24&quot; x 36&quot;</th>
<th>24&quot; x 48&quot;</th>
<th>24&quot; x 60&quot;</th>
</tr>
</thead>
<tbody>
<tr>
<td>12&quot; x 24&quot;</td>
<td>18</td>
<td>24</td>
<td>24</td>
</tr>
<tr>
<td>18&quot; x 24&quot;</td>
<td>18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24&quot; x 24&quot;</td>
<td>24</td>
<td>24</td>
<td>24</td>
</tr>
<tr>
<td>Radial sizes available in 5' increments</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## DETECTABLE WARNING PLATE INSTALLATION

1. **Step 1:** Set cast iron Detectable Warning Plate into wet concrete in accordance with ADAAG Guidelines.

2. **Step 2:** Tamp plate thoroughly with rubber mallet until concrete seeps through vent holes. Vent holes should be filled flush with concrete to ensure that no air pockets are left under the plate and that the lugs are completely encased in concrete for a strong bond.

3. **Step 3:** Clean excess concrete off of plate and finish concrete around the plate.

![Anchor Lug Image]
Detectable Warning Plates product features & durability

FEATURES AND BENEFITS

- Worry free maintenance
- Compliant with ADA Accessibility Guidelines
- Slip resistant textured surface
  - Greater than 0.8 coefficient of friction
- Excellent for high volume pedestrian traffic
- Naturally contrasts with surrounding sidewalk
- Easy installation, no special equipment or training
- Made from recycled materials ("LEED" Compliant)
- Saves time and money over the long run
- Cast iron: durable, reliable, proven
- Many sizes available in stock
- Radial sizes available; 5' increments up to 35'
- Custom lettering available
- Colors available
- Made in the USA

"Set it and forget it... These things are bulletproof. I have yet to find a more durable detectable warning system, and when it comes down to it their durability makes them the most cost effective choice on the market."

- Brian Doyal
  Carson City, NV Public Works
GENERAL NOTES:

1. These dimensions are based on a 6 in. curb height. They shall be proportionally adjusted for other curb heights.
2. Where site infeasibility precludes construction to the width shown, such width may be decreased to a minimum of 5'-0.
3. The bottom edge of the curb ramp shall be flush with the edge of adjacent pavement and gutter line.
4. Landings at the top of curb ramps shall have maximum cross slopes of 50:1 in any direction. When site infeasibility precludes a landing slope of 50:1 in any direction, the slope perpendicular to the curb face shall not exceed 50:1.
5. If site infeasibility precludes construction to the width shown, the landing width may be decreased to 5'-0 minimum. The running slope of the curb ramp may be steepened to a maximum of 10:1 for a maximum 6 in. rise.
6. Drainage inlets should be located up hill from curb ramps to prevent puddles at the path of travel.
7. See Standard Drawing E 604-SWCR-12 for improved access on narrow sidewalks.
8. Algebraic difference in grade between the base of curb ramp and the gutter shall be limited to less than 11%. If it is not practical, a 2'-0 wide level strip shall be provided. See detail sketch.
9. Minimum recommended width of curb ramp is 4'-0.

CHANGE OF GRADE

Provide 2'-0 level strip if algebraic difference exceeds 11%.

DETAIL OF RAMP GROOVES

Provide curb as required, may be monolithic with level strip.

RAMP AND BRICK SURFACE CONSTRUCTION DETAIL

Construction of curb if separated from ramp.

ALTERNATE CURB CONSTRUCTION

#5 x 2'-0

1-6
<table>
<thead>
<tr>
<th>PAYMENT</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>2,137,665.45</td>
<td>0.00</td>
</tr>
<tr>
<td>2,137,665.45</td>
<td>0.00</td>
</tr>
<tr>
<td>2,137,665.45</td>
<td>0.00</td>
</tr>
<tr>
<td>2,137,665.45</td>
<td>0.00</td>
</tr>
<tr>
<td>2,137,665.45</td>
<td>0.00</td>
</tr>
<tr>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>2,137,665.45</td>
<td>0.00</td>
</tr>
<tr>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>2,137,665.45</td>
<td>0.00</td>
</tr>
<tr>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>2,137,665.45</td>
<td>0.00</td>
</tr>
<tr>
<td>2,137,665.45</td>
<td>0.00</td>
</tr>
<tr>
<td>2,137,665.45</td>
<td>0.00</td>
</tr>
<tr>
<td>0.00</td>
<td>$</td>
</tr>
</tbody>
</table>

### Other Adjustments
- **Adjusted Net Earnings:** $1,179,764
- **Retained Earnings:** $917,622
- **Participating Non-Awarded:** $2,265,979
- **Participating Awarded:** $96

### Projects
- **Project:** 1241007010
- **Federal/State Project Number:** 030062
- **Penn:** 4241007010
- **Asphalt Resource:** 030062

### Notes
- **Contractors:**
  - **In 4702-3004**
  - **12/28/96**
- **Notice Period:**
  - **Notice to Proceed:** 08/06/90
  - **Contract Completed:** 07/07/90
- **Payment Date:**
  - **Payment Time:** 06/30/90
  - **Total Payment:** $960,000
  - **Amount Awarded:** $960
- **Pay Period:** 04/10/08

### Voucher Details
- **Spec Year:** 06
- **Voucher Number:** 0010
- **Contractor:** 4241007010
- **Alternate Number:** 27772

---

**Certified:** [Signature] Date: [Date]

**Printed:** 04/08/08

**Printed by:** [Name] Date: [Date]
<table>
<thead>
<tr>
<th>ITEM NUMBER</th>
<th>CONTRACT AMOUNT</th>
<th>CURRENT FIELD</th>
<th>CONTRACT ITEM</th>
<th>DESCRIPTION</th>
<th>CONTRACT CODE</th>
</tr>
</thead>
<tbody>
<tr>
<td>0016</td>
<td>309-074491</td>
<td>TON</td>
<td>CONTRACTED AGGREGATE</td>
<td>NO. 15</td>
<td>0015</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TON</td>
<td>FLAMEABLE FUEL</td>
<td>203-01180</td>
<td>0014</td>
</tr>
<tr>
<td>0020</td>
<td>212-04324</td>
<td>TON</td>
<td>BOROOF</td>
<td>203-02700</td>
<td>0012</td>
</tr>
<tr>
<td>0021</td>
<td>202-57210</td>
<td>TON</td>
<td>EXCAVATION, CONCRETE REMOVE</td>
<td>202-202218</td>
<td>0010</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TON</td>
<td>CRP, CONCRETE REMOVE</td>
<td>202-022218</td>
<td>0010</td>
</tr>
<tr>
<td>0022</td>
<td>203-00020</td>
<td>TON</td>
<td>MOBILIZATION AND DEMOBILIZATION</td>
<td>110-000200</td>
<td>0009</td>
</tr>
<tr>
<td>0023</td>
<td>109-010410</td>
<td>TON</td>
<td>QUALITY ASSURANCE, EXISTING MATERIALS</td>
<td>109-004944</td>
<td>0008</td>
</tr>
<tr>
<td>0024</td>
<td>109-050770</td>
<td>TON</td>
<td>CONTROL DEVICES</td>
<td>109-004963</td>
<td>0007</td>
</tr>
<tr>
<td>0025</td>
<td>109-050840</td>
<td>TON</td>
<td>MOBILITY, TEMPORARY TRAFFIC</td>
<td>109-004000</td>
<td>0006</td>
</tr>
<tr>
<td>0026</td>
<td>109-050850</td>
<td>TON</td>
<td>MOBILITY, TEMPORARY TRAFFIC</td>
<td>109-005240</td>
<td>0005</td>
</tr>
<tr>
<td>0027</td>
<td>109-050860</td>
<td>TON</td>
<td>MOBILITY, TEMPORARY TRAFFIC</td>
<td>109-005250</td>
<td>0005</td>
</tr>
<tr>
<td>0028</td>
<td>109-050870</td>
<td>TON</td>
<td>MOBILITY, TEMPORARY TRAFFIC</td>
<td>109-005260</td>
<td>0005</td>
</tr>
<tr>
<td>0029</td>
<td>109-050880</td>
<td>TON</td>
<td>MOBILITY, TEMPORARY TRAFFIC</td>
<td>109-005270</td>
<td>0005</td>
</tr>
<tr>
<td>0030</td>
<td>109-050890</td>
<td>TON</td>
<td>MOBILITY, TEMPORARY TRAFFIC</td>
<td>109-005280</td>
<td>0005</td>
</tr>
<tr>
<td>0031</td>
<td>109-050900</td>
<td>TON</td>
<td>MOBILITY, TEMPORARY TRAFFIC</td>
<td>109-005290</td>
<td>0005</td>
</tr>
<tr>
<td>0032</td>
<td>109-050910</td>
<td>TON</td>
<td>MOBILITY, TEMPORARY TRAFFIC</td>
<td>109-005300</td>
<td>0005</td>
</tr>
<tr>
<td>0033</td>
<td>109-050920</td>
<td>TON</td>
<td>MOBILITY, TEMPORARY TRAFFIC</td>
<td>109-005310</td>
<td>0005</td>
</tr>
<tr>
<td>0034</td>
<td>109-050930</td>
<td>TON</td>
<td>MOBILITY, TEMPORARY TRAFFIC</td>
<td>109-005320</td>
<td>0005</td>
</tr>
<tr>
<td>0035</td>
<td>109-050940</td>
<td>TON</td>
<td>MOBILITY, TEMPORARY TRAFFIC</td>
<td>109-005330</td>
<td>0005</td>
</tr>
<tr>
<td>0036</td>
<td>109-050950</td>
<td>TON</td>
<td>MOBILITY, TEMPORARY TRAFFIC</td>
<td>109-005340</td>
<td>0005</td>
</tr>
<tr>
<td>0037</td>
<td>109-050960</td>
<td>TON</td>
<td>MOBILITY, TEMPORARY TRAFFIC</td>
<td>109-005350</td>
<td>0005</td>
</tr>
<tr>
<td>Item Description</td>
<td>Quantity</td>
<td>Price Per Unit</td>
<td>Total Amount</td>
<td></td>
<td></td>
</tr>
<tr>
<td>------------------------</td>
<td>----------</td>
<td>---------------</td>
<td>-------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HOT MIXED PAVEMENT</td>
<td>100</td>
<td>$20.00</td>
<td>$2,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CURB AND GUTTER</td>
<td>50</td>
<td>$10.00</td>
<td>$500.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DRIVEWAY</td>
<td>20</td>
<td>$25.00</td>
<td>$500.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>WALKWAYS</td>
<td>15</td>
<td>$30.00</td>
<td>$450.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SEWER LINES</td>
<td>30</td>
<td>$15.00</td>
<td>$450.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>UPLAND</td>
<td>20</td>
<td>$20.00</td>
<td>$400.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LANDSCAPING</td>
<td>10</td>
<td>$25.00</td>
<td>$250.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>UTILITIES</td>
<td>15</td>
<td>$30.00</td>
<td>$450.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ELECTRICAL</td>
<td>8</td>
<td>$35.00</td>
<td>$280.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Amount: $8,900.00**
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit Price</th>
<th>Quantity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONSTRUCTION SIGN, A</td>
<td></td>
<td>1.1500</td>
<td>9,750.00</td>
<td>10,972.50</td>
</tr>
<tr>
<td>TEMPORARY PEDESTRIAN MARKING, REMOVABLE, 4 IN.</td>
<td></td>
<td>0.5000</td>
<td>20,000.00</td>
<td>10,000.00</td>
</tr>
<tr>
<td>TEMPORARY PEDESTRIAN MARKING, 4 IN.</td>
<td></td>
<td>0.5000</td>
<td>20,000.00</td>
<td>10,000.00</td>
</tr>
<tr>
<td>CASTING, ADJUST TO GRADE</td>
<td></td>
<td>28.0000</td>
<td>20,000.00</td>
<td>560,000.00</td>
</tr>
<tr>
<td>CONCRETE, A</td>
<td></td>
<td>3.1200</td>
<td>3,050.00</td>
<td>9,420.00</td>
</tr>
<tr>
<td>SODDING, NURSEY</td>
<td></td>
<td>2.0000</td>
<td>1,000.00</td>
<td>2,000.00</td>
</tr>
<tr>
<td>MOBILIZATION AND DEMOBILIZATION FOR ENSCH</td>
<td></td>
<td>65,000.00</td>
<td>6,000.00</td>
<td>390,000.00</td>
</tr>
<tr>
<td>601-0028 A</td>
<td></td>
<td>120,000.00</td>
<td>25,000.00</td>
<td>3,000.00</td>
</tr>
<tr>
<td>601-0028 B</td>
<td></td>
<td>180,000.00</td>
<td>10,000.00</td>
<td>1,800.00</td>
</tr>
<tr>
<td>601-0028 C</td>
<td></td>
<td>180,000.00</td>
<td>10,000.00</td>
<td>1,800.00</td>
</tr>
<tr>
<td>601-0028 D</td>
<td></td>
<td>180,000.00</td>
<td>10,000.00</td>
<td>1,800.00</td>
</tr>
<tr>
<td>601-0028 E</td>
<td></td>
<td>180,000.00</td>
<td>10,000.00</td>
<td>1,800.00</td>
</tr>
<tr>
<td>601-0028 F</td>
<td></td>
<td>180,000.00</td>
<td>10,000.00</td>
<td>1,800.00</td>
</tr>
<tr>
<td>601-0028 G</td>
<td></td>
<td>180,000.00</td>
<td>10,000.00</td>
<td>1,800.00</td>
</tr>
<tr>
<td>601-0028 H</td>
<td></td>
<td>180,000.00</td>
<td>10,000.00</td>
<td>1,800.00</td>
</tr>
<tr>
<td>601-0028 J</td>
<td></td>
<td>180,000.00</td>
<td>10,000.00</td>
<td>1,800.00</td>
</tr>
<tr>
<td>601-0028 K</td>
<td></td>
<td>180,000.00</td>
<td>10,000.00</td>
<td>1,800.00</td>
</tr>
<tr>
<td>601-0028 L</td>
<td></td>
<td>180,000.00</td>
<td>10,000.00</td>
<td>1,800.00</td>
</tr>
<tr>
<td>601-0028 M</td>
<td></td>
<td>180,000.00</td>
<td>10,000.00</td>
<td>1,800.00</td>
</tr>
<tr>
<td>601-0028 N</td>
<td></td>
<td>180,000.00</td>
<td>10,000.00</td>
<td>1,800.00</td>
</tr>
<tr>
<td>601-0028 O</td>
<td></td>
<td>180,000.00</td>
<td>10,000.00</td>
<td>1,800.00</td>
</tr>
<tr>
<td>601-0028 P</td>
<td></td>
<td>180,000.00</td>
<td>10,000.00</td>
<td>1,800.00</td>
</tr>
<tr>
<td>601-0028 Q</td>
<td></td>
<td>180,000.00</td>
<td>10,000.00</td>
<td>1,800.00</td>
</tr>
<tr>
<td>601-0028 R</td>
<td></td>
<td>180,000.00</td>
<td>10,000.00</td>
<td>1,800.00</td>
</tr>
<tr>
<td>601-0028 S</td>
<td></td>
<td>180,000.00</td>
<td>10,000.00</td>
<td>1,800.00</td>
</tr>
<tr>
<td>601-0028 T</td>
<td></td>
<td>180,000.00</td>
<td>10,000.00</td>
<td>1,800.00</td>
</tr>
<tr>
<td>601-0028 U</td>
<td></td>
<td>180,000.00</td>
<td>10,000.00</td>
<td>1,800.00</td>
</tr>
<tr>
<td>601-0028 V</td>
<td></td>
<td>180,000.00</td>
<td>10,000.00</td>
<td>1,800.00</td>
</tr>
<tr>
<td>601-0028 W</td>
<td></td>
<td>180,000.00</td>
<td>10,000.00</td>
<td>1,800.00</td>
</tr>
<tr>
<td>601-0028 X</td>
<td></td>
<td>180,000.00</td>
<td>10,000.00</td>
<td>1,800.00</td>
</tr>
<tr>
<td>601-0028 Y</td>
<td></td>
<td>180,000.00</td>
<td>10,000.00</td>
<td>1,800.00</td>
</tr>
<tr>
<td>601-0028 Z</td>
<td></td>
<td>180,000.00</td>
<td>10,000.00</td>
<td>1,800.00</td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td>Code</td>
<td>Price</td>
<td>Quantity</td>
</tr>
<tr>
<td>------</td>
<td>-------------</td>
<td>------</td>
<td>-------</td>
<td>----------</td>
</tr>
<tr>
<td>0010</td>
<td>Voucher Number</td>
<td>0010</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Printed 01/08/08</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Contract-Item Summary</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Proposal ID: RS-77328-B</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Cont # Item</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Contractor: Indiana Department of Transportation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EACH</td>
<td>1.000</td>
<td>3.500.000</td>
<td>0.000</td>
<td></td>
</tr>
<tr>
<td>-------------------------------</td>
<td>---------</td>
<td>-----------</td>
<td>------</td>
<td></td>
</tr>
<tr>
<td>EACH</td>
<td>2.000</td>
<td>3.800.000</td>
<td>0.000</td>
<td></td>
</tr>
<tr>
<td>EACH</td>
<td>0.000</td>
<td>6.970.500</td>
<td>0.000</td>
<td></td>
</tr>
<tr>
<td>EACH</td>
<td>0.000</td>
<td>3.497.500</td>
<td>0.000</td>
<td></td>
</tr>
<tr>
<td>EACH</td>
<td>139.500</td>
<td>0.000</td>
<td>0.000</td>
<td></td>
</tr>
<tr>
<td>EACH</td>
<td>25.000</td>
<td>0.000</td>
<td>0.000</td>
<td></td>
</tr>
<tr>
<td>EACH</td>
<td>18.290</td>
<td>180.000</td>
<td>0.000</td>
<td></td>
</tr>
<tr>
<td>EACH</td>
<td>9.430</td>
<td>0.000</td>
<td>0.000</td>
<td></td>
</tr>
<tr>
<td>EACH</td>
<td>0.000</td>
<td>59.080</td>
<td>0.000</td>
<td></td>
</tr>
<tr>
<td>EACH</td>
<td>2.090</td>
<td>94.000</td>
<td>0.000</td>
<td></td>
</tr>
<tr>
<td>EACH</td>
<td>25.000</td>
<td>0.000</td>
<td>0.000</td>
<td></td>
</tr>
<tr>
<td>EACH</td>
<td>126.000</td>
<td>0.000</td>
<td>0.000</td>
<td></td>
</tr>
<tr>
<td>EACH</td>
<td>2.000</td>
<td>0.000</td>
<td>0.000</td>
<td></td>
</tr>
<tr>
<td>EACH</td>
<td>55.000</td>
<td>275.000</td>
<td>0.000</td>
<td></td>
</tr>
<tr>
<td>EACH</td>
<td>0.000</td>
<td>6.000</td>
<td>0.000</td>
<td></td>
</tr>
<tr>
<td>EACH</td>
<td>17.000</td>
<td>80.000</td>
<td>0.000</td>
<td></td>
</tr>
<tr>
<td>EACH</td>
<td>1.560</td>
<td>0.000</td>
<td>0.000</td>
<td></td>
</tr>
<tr>
<td>EACH</td>
<td>1.333</td>
<td>530.000</td>
<td>0.000</td>
<td></td>
</tr>
<tr>
<td>EACH</td>
<td>57.600</td>
<td>0.000</td>
<td>0.000</td>
<td></td>
</tr>
<tr>
<td>EACH</td>
<td>3.590</td>
<td>2.377</td>
<td>1.8</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ITEM CODE</th>
<th>CONTRACT-LEVEL ITEM SUMMARY</th>
<th>CONTRACT ID : R5-7736B</th>
</tr>
</thead>
<tbody>
<tr>
<td>0010</td>
<td></td>
<td>R5-7736B</td>
</tr>
<tr>
<td>04/08/08</td>
<td></td>
<td>FACE 5</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROPOSAL ID</th>
<th>R5-7736B</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>UNIT PRICE</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>AMOUNT</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>VOUCHER NUMBER : 0010</th>
<th></th>
</tr>
</thead>
</table>

| PRINTED 04/08/08 |   |

<p>| CONTRACT : R5-7736B |   |</p>
<table>
<thead>
<tr>
<th>TOTAL DISTRIBUTEE</th>
<th>432.49</th>
</tr>
</thead>
<tbody>
<tr>
<td>TRUNK SHARE</td>
<td>428.49</td>
</tr>
<tr>
<td>STATE SHARE</td>
<td></td>
</tr>
<tr>
<td>ACREAGE MILE</td>
<td></td>
</tr>
<tr>
<td>APPROX. ACRE. NO.</td>
<td>8000</td>
</tr>
<tr>
<td>TOTAL UNIX. MILE.</td>
<td>80</td>
</tr>
<tr>
<td>DATE OF P.O.</td>
<td>06/10/97</td>
</tr>
<tr>
<td>TRANSACTION ORDER</td>
<td>000000008773</td>
</tr>
<tr>
<td>Description</td>
<td>Amount</td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>EXCAVATION, COMMON</td>
<td>0.00</td>
</tr>
<tr>
<td>SIDEWALK, CONCRETE, REMOVE</td>
<td>0.00</td>
</tr>
<tr>
<td>CURB, CONCRETE, REMOVE</td>
<td>0.00</td>
</tr>
<tr>
<td>MOBILIZATION AND DEMOBILIZATION</td>
<td>0.00</td>
</tr>
<tr>
<td>CONTROL DEVICES, PORTABLE TELEPHONE</td>
<td>0.00</td>
</tr>
<tr>
<td>TELEPHONE/RADIO, ADDITIONAL MINUTES</td>
<td>0.00</td>
</tr>
<tr>
<td>MOSS, 72.200</td>
<td>0.00</td>
</tr>
<tr>
<td>MOSS, 9,000</td>
<td>0.00</td>
</tr>
<tr>
<td>MOSS, 9,000</td>
<td>0.00</td>
</tr>
<tr>
<td>MOSS, 9,000</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**Voucher No.: 0010**

**Project:** 2241007901

**POC:** 0000002

**Cont'd:** 05-27-300
<table>
<thead>
<tr>
<th>DATE</th>
<th>AMOUNT</th>
<th>PERIOD</th>
<th>UNITS</th>
<th>PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>02/23/01</td>
<td>3.6</td>
<td>1995</td>
<td>100</td>
<td>50.460</td>
</tr>
<tr>
<td>02/23/01</td>
<td>3.6</td>
<td>1996</td>
<td>100</td>
<td>50.460</td>
</tr>
<tr>
<td>02/23/01</td>
<td>3.6</td>
<td>1997</td>
<td>100</td>
<td>50.460</td>
</tr>
<tr>
<td>02/23/01</td>
<td>3.6</td>
<td>1998</td>
<td>100</td>
<td>50.460</td>
</tr>
<tr>
<td>02/23/01</td>
<td>3.6</td>
<td>1999</td>
<td>100</td>
<td>50.460</td>
</tr>
<tr>
<td>02/23/01</td>
<td>3.6</td>
<td>2000</td>
<td>100</td>
<td>50.460</td>
</tr>
<tr>
<td>02/23/01</td>
<td>3.6</td>
<td>2001</td>
<td>100</td>
<td>50.460</td>
</tr>
<tr>
<td>02/23/01</td>
<td>3.6</td>
<td>2002</td>
<td>100</td>
<td>50.460</td>
</tr>
</tbody>
</table>

**Description:**
- Page: 2
- Project No: D41010510
- Item: 02/23/01
- Date: 04/10/08
- Voucher No: 0010
<table>
<thead>
<tr>
<th>DATE</th>
<th>PROJECT</th>
<th>VOUCHER NO.</th>
<th>VOUCHER AMOUNT</th>
<th>BILL NO.</th>
<th>BILL DATE</th>
<th>BILL AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>04/08/08</td>
<td>00101</td>
<td>000100</td>
<td>000000</td>
<td>0123</td>
<td>08/04/08</td>
<td>000000</td>
</tr>
</tbody>
</table>

**Description:**
- **Concrete, Curb & Sidewalk**
- **Handrail, Pergola**
- **Bollard, Post**
- **Pavers, Brick, Pavers**
- **Asphalt, Rock, Grass**

**Note:**
- Project No. 0021 00101
- Voucher No. 000100
- Bill No. 0123
- Bill Date 08/04/08

**Line Item Details:**
- **Description:**
  - Concrete, Curb & Sidewalk
  - Handrail, Pergola
  - Bollard, Post
  - Pavers, Brick, Pavers
  - Asphalt, Rock, Grass
- **Cost:**
  - 0.00
  - 0.00
  - 0.00
  - 0.00
  - 0.00

**Amount:**
- 0.00
- 0.00
- 0.00
- 0.00
- 0.00

**Units:**
- 0.00
- 0.00
- 0.00
- 0.00
- 0.00

**Rate:**
- 0.00
- 0.00
- 0.00
- 0.00
- 0.00

**Total:**
- 0.00
- 0.00
- 0.00
- 0.00
- 0.00
<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Description</th>
<th>Units</th>
<th>Price</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/01/99</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/02/99</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/03/99</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/04/99</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/05/99</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/06/99</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/07/99</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/08/99</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/09/99</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/10/99</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/11/99</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/12/99</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/13/99</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/14/99</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/15/99</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/16/99</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/17/99</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/18/99</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/19/99</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/20/99</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/21/99</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/22/99</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/23/99</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/24/99</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/25/99</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/26/99</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/27/99</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/28/99</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/29/99</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/30/99</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/31/99</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Notes:**
- Voucher No: 0010
- Page: 5
- Department of Transportation
This page contains a table with the following columns:

- Voucher No.
- Date
- Phase
- Description
- Item
- Unit Price
- Qty\% of Date
- QC\% of Date
- Amount
- Cumulative Amount
- Total Period

The table entries include:

- Voucher No.: 0010
- Date: 01/08/88
- Phase: 6

The table entries also include various descriptions and quantities, including:

- Description: Line Thermoplastic, Solid, White, 6 in.
- Qty\% of Date: 150.0000
- QC\% of Date: 150.0000
- Amount: 150.0000
- Cumulative Amount: 150.0000
- Total Period: 150.0000

This table appears to be related to a transportation project, possibly involving road markings or pavement work.
<table>
<thead>
<tr>
<th>Amount</th>
<th>Description</th>
<th>Unit Price</th>
<th>Quantity</th>
<th>Date</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>36,000</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>3,600</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>3,696</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>3,922</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>4,149</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>4,389</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>4,693</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>4,999</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>5,300</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>5,600</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>6,999</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>7,300</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>7,744</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>8,135</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>8,500</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**Voucher No:** 0010
**Date:** 04/08/98
**Page:** 7

**Indiana Department of Transportation**
CONSTRUCTION MEMORANDUM
06-21

TO:
District Directors
District Highway Operation Directors
District Construction Engineers
District Testing Engineers
District Area Engineers
Project Engineers/Supervisors

FROM:
Mark A. Miller, Director
Division of Construction Management

SUBJECT: Basis of Use for Detectable Warning Elements for Sidewalk Curb Ramps

As everyone should be aware, INDOT has for some time included sidewalk curb ramps in construction contracts. As these have been constructed over the years, the use of “Detectable Warning Elements” has become an important part of the make up of a useable curb ramp by vision impaired persons. INDOT has agreed to comply with the Americans with Disabilities Act (ADA guidelines) which outlines the shape, size, and location of the detectable warning buttons on the walking surface.

INDOT specifications, Sections 604 and 905, deal with the construction of curb ramps and the materials that are to be incorporated in them. The specifications state in 905.05 that the detectable warning elements shall be a brick in accordance with ASTM C 902, Class SX, Type II. The color shall be approximate 30109 or 30166 in accordance with Federal Standard No. 595a. Specification 604.02 also states that a Type A Certification in accordance with 916 is required and shall be furnished by the contractor to the PE/S prior to use of the materials. This Type A certification is no longer required because INDOT’s “Manual for Frequency of Sampling and Testing and Basis for Use of Materials” refers to a list of approved suppliers for detectable warning elements. The specification will be revised accordingly. If a contractor provides an element not on the approved list, the PE/S will need to submit samples of that product to central testing for approval prior to use. As additional elements are approved the list will be revised.
There are many products out in the market place which appear to meet the ADA requirements but at this time there is only one company, Whiteacre-Greer, with products on the approved list. They have two colors that are acceptable and that are considered to meet the color requirements of our specifications. Those colors are "30 Clear Red" and "32 Antique". We are aware that contractors are being allowed to use other types of units such as; tiles, cast iron products, etc. which are not on the approved list and have not been tested. These units, if used, will be considered as failed materials. Please be sure you are following the requirements of the above referenced specifications on your project.

MAM:dak
Memorandum

U.S. Department of Transportation
Federal Highway Administration

Subject: ACTION: Clarification of FHWA’s Oversight Role in Accessibility  
Date: 9-12-06

From: Frederick D. Isler  
Associate Administrator for Civil Rights  
King W. Gee  
Associate Administrator for Infrastructure

Reply to Attn of: HCR-1  
HIF-1

To: Associate Administrators  
Chief Counsel  
Chief Financial Officer  
Directors of Field Services  
Resource Center Director and Operations Managers  
Division Administrators  
Federal Lands Highway Division Engineers

The Federal Highway Administration (FHWA) recognizes the need for the transportation system to be accessible to all users. The purpose of this memorandum is to clarify FHWA’s role and responsibility to oversee compliance on pedestrian access required by the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973 (Section 504). Since 1978, FHWA has promoted accessible transportation systems through technical assistance and guidance on ADA and Section 504. In addition, accessibility improvements are eligible for Federal-aid funding.

The FHWA is responsible for implementation of pedestrian access requirements from the ADA and Section 504. This is accomplished through stewardship and oversight over all Federal, State, and local governmental agencies ("public agencies") that build and maintain highways and roadways, whether or not they use Federal funds on a particular project.

Policy

In February 2000, the FHWA issued a policy providing technical guidance to integrate facilities for pedestrians, including persons with disabilities, into the transportation infrastructure. The guidance can be found at www.fhwa.dot.gov/environment/bikoped/design.htm#d4.

The ADA and Section 504 do not require public agencies to provide pedestrian facilities. However, where pedestrian facilities exist they must be accessible. Furthermore, when public agencies construct improvements providing access for pedestrians, the completed project also must meet accessibility requirements for persons with disabilities to the maximum extent feasible.

Planning

Title 23 requires that long-range transportation plans and transportation improvement programs, in both statewide

http://www.fhwa.dot.gov/civilrights/ada_memo_clarificationa.htm  
9/15/2008
TO: All Design, Operations, and District Personnel, and Consultants

FROM: /s/ Anthony L. Uremovich
Anthony L. Uremovich
Design Resources Engineer
Production Management Division

SUBJECT: ADA Responsibilities Associated with Sidewalk Improvements

COMPLEMENTS: Indiana Design Manual Section 51-1.08

EFFECTIVE: Immediately

Highway or street resurface, rehabilitation, or improvement work in a suburban, intermediate, or urban (built-up) area in a city or town often requires the providing of adjacent curbs and sidewalks, or the repair or replacement of these facilities. In such an area, especially an urban (built-up) area, the facades of commercial or public buildings are often constructed on or in very close proximity to the right-of-way or property line.

State and local governmental entities under Americans with Disabilities Act (ADA) Title II are required to provide ADA-accessible facilities within the public right of way where public facilities such as public buildings, curbs and sidewalks, rest areas, weigh stations, etc., are currently located or are to be provided.

Private businesses which are considered to be places of public accommodations such as retail businesses, restaurants, doctor's offices, law offices, etc., are required under ADA Act Title III to provide ADA-accessible facilities on their private properties.

Exhibit 13
Often, curb or sidewalk repairs or replacements may require changes in sidewalk elevations within the public right of way. INDOT is responsible for ascertaining that ADA requirements are addressed on INDOT right of way. A business that serves the public and has a building with the building face on or nearly on the right-of-way or property line is responsible for ensuring that the building entrances or walks, etc., are ADA-compliant and compatible with the adjacent public right-of-way sidewalk.

rvc:alu

[F:\Deel\Signed0703-tn.doc]