



Division 1:

General Conditions

For

US 131/CR 2 Intersection Improvement Project

County Board of Commissioners

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Developer: Grand Design RV LLC
Developer Agent: Nuway Construction

Prepared By: Date: July



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DEFINITIONS

The following terms, as used in these Contract Documents, are defined as follows:

"ADDENDA"	Written or graphic instruments issued prior to the opening of Bids, which clarify, correct, or change the bidding documents or Contract Documents.
"APPROVED"	The words "approved", "acceptable", "satisfactory", "in the judgment of", and words of like import, shall mean approval by, acceptable to, satisfactory to, or in the judgment of, the Engineer or Owner.
"BONDS"	Bid, Performance, or Maintenance Bonds, and other instruments of security.
"CHANGE ORDER"	A document recommended by ENGINEER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.
"CONTRACT DOCUMENTS"	The documents referred to in Article 4 of the agreement for the construction of the project.
"CONTRACTOR"	The person, firm, or corporation to whom the enclosed contract is awarded by the Owner and who is subject to the terms hereof.
"COUNTY"	The Board of Commissioners of the County of Elkhart, Indiana acting by and through the Engineering Division of the Elkhart County Highway Department
"COUNTY SPECIFICATIONS"	The current Elkhart County roads guidelines and standards for design and public improvements.
"DIRECTED"	The words "directed", "required", "permitted", "ordered", "designated", and words of like import shall imply the direction, requirement, permission, order of designation of the Engineer or Owner.
"ENGINEER"	Abonmarche Consultants Inc., or duly authorized representative designated by the Owner. Nuway Construction will perform construction administration and inspection of the work. Authorities extended to ENGINEER in these contract documents shall also be

	extended to Nuway Construction.
"FIELD ORDER"	A written order issued by ENGINEER which orders minor changes in the Work in accordance with paragraph 7.5 but which does not involve a change in the Contract Price or the Contract Time.
"GENERAL REQUIREMENTS"	Sections of Division A of the Specifications.
"LAWS AND REGULATIONS"; "LAWS OR REGULATIONS"	Laws, rules, regulations, ordinances, codes and/or orders.
"MUTCD"	Manual of uniform traffic control devices.
"NOTICE TO PROCEED"	A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR's obligations under the Contract Documents.
"OWNER"	Elkhart County, Indiana.
"PARTIAL UTILIZATION"	Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.
"PREP COST"	The total cost for all work preparing and completing all work for new road surface.
"PROJECT"	The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.
"RESIDENT PROJECT REPRESENTATIVE"	The authorized representative of ENGINEER who is assigned to the site or any part thereof
"SHOP DRAWINGS"	All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

"SPECIFICATIONS"	Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
"STANDARD DETAILS"	The current INDOT standard sheets with standard details.
"STANDARD SPECIFICATIONS"	The Indiana Department of Transportation 1999 Standard Specifications and current Technical Specifications.
"STOP ORDER" or "STOP WORK ORDER"	Written order from OWNER or ENGINEER to stop all work covered by the Contract Documents.
"SUPPLEMENTARY CONDITIONS"	The part of the Contract Documents which amends or supplements these General Conditions.
"SUBCONTRACTOR"	An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.
"SURETY"	Financial guarantee that insures the CONTRACTORS obligation.
"UNDERGROUND FACILITIES"	All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments. In addition, any encasement containing such facilities which have been installed underground to furnish any of the following services or materials; electricity, gases, steam, liquid petroleum products, telephone or other communication means, cable television, sewage and drainage removal, traffic or other control systems or water.
"UNIT PRICE WORK"	Work to be paid for on the basis of unit prices.
"WORK"	Work to be done under this Contract at the site of the improvement.
"WORK DIRECTIVE CHANGE"	A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed.

"WRITTEN AMENDMENT"

A written amendment of the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the non-engineering or non-technical rather than strictly Work-related aspects of the Contract Documents.

ARTICLE 1 - PRELIMINARY MATTERS

1.1 Delivery of Bonds

When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to COUNTY such Bonds as called for in the Contract Documents.

1.2 Copies of Documents

OWNER shall furnish to CONTRACTOR up to three (3) copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

1.3 Contract Documents

These Contract Documents are complementary and what is called for in one shall be as binding as if called for in all. The intention of these Contract Documents is to include in the Contract Price the costs of all labor and materials, water, fuel, tools, plant, equipment, light, transportation, taxes, bonds, and all other expense and profit as may be necessary for the proper and complete execution of the work.

1.4 Commencement of Contract Time; Notice to Proceed

The Contract Time will commence as per Notice to Bidders Division 2.

1.5 Starting the Project

CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run, unless such work is specifically approved by the owner/engineer.

1.6 Before Starting Construction

Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

1.7 Submission for Review

Within ten (10) days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for review:

1.7.1 An estimated progress schedule indicating the starting and completion dates of the various stages of the Work; and

1.7.2 A preliminary schedule of Shop Drawings and/or sample submissions.

1.8 Delivery of Certificates

Before any Work at the site is started, CONTRACTOR shall deliver to OWNER and COUNTY, with a copy to ENGINEER, certificates (and other evidence of insurance requested by OWNER and COUNTY) which CONTRACTOR is required to purchase and maintain.

1.9 Subcontracts

The CONTRACTOR shall not execute an Agreement with any Subcontractor or permit any Subcontractor to perform any work in this Contract until he has received written approval of such Subcontractor from the OWNER or Owner's appointed designee.

1.10 Preconstruction Conference

Following the Effective Date of the Agreement, but before CONTRACTOR starts the Work at the site, a conference attended by CONTRACTOR, ENGINEER and others, as appropriate, will be held to discuss the schedules referred to in paragraph 1.6, as well as the Subcontractors proposed by CONTRACTOR for certain portions of the work, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

1.11 Non-Discrimination

In compliance with the Acts of Indiana General Assembly, 1933, Chapter 270, the CONTRACTOR hereby agrees:

1.11.1 That in the hiring of employees for the performance of work under this Contract or any Subcontract hereunder, no CONTRACTOR, Subcontractor, nor any person acting on behalf of such CONTRACTOR or Subcontractor shall, by reason of race or color, discriminate against any citizen qualified to do work to which the employment relates;

1.11.2 That no CONTRACTOR, Subcontractor, nor any person on his behalf shall,

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in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race or color;

1.11.3 That there may be deducted from the amount payable to the CONTRACTOR by the OWNER under this contract, a penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Contract; and

1.11.4 That this Contract may be canceled or terminated by the OWNER, and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the Contract.

1.12 Insurance

1.12.1 CONTRACTOR's Liability Insurance:

a) The CONTRACTOR shall maintain such insurance as well as protect himself from claims under Workmen's Compensation Acts and other employee benefit acts; from claims for damages because of bodily injury, including death, to his employees and all others; and from claims for damages to property, any or all of which may arise out of or result from the CONTRACTOR's operation under the Contract, whether such operations be by himself or by any subcontractor, or anyone directly or indirectly employed by either of them. This insurance shall be written for not less than any limits of liability specified herein.

1.12.2 CONTRACTOR's Insurance:

The types and minimum amount of insurance to be provided for by the CONTRACTOR shall be as follows:

a) Workmen's Compensation and Occupational Disease Insurance

The CONTRACTOR shall provide Workmen's Compensation and Occupational Disease Insurance as required by law. Such policy shall specifically include coverage for the State of Indiana, and such adjoining states as required by the CONTRACTOR's operations.

b) Employer's Liability Insurance

The CONTRACTOR shall provide Employer's Liability with a minimum coverage of \$1,000,000.

c) Comprehensive General Liability Insurance

The CONTRACTOR shall maintain a Comprehensive General Liability form of

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Insurance with not less than \$1,000,000 for each occurrence limit and no less than \$2,000,000 for the general aggregate limit. The insurance policy shall include the following:

1. Premises Operations: The policy shall include coverage for the following special hazards when applicable to the project:

i) Property damage arising out of blasting or explosion.

ii) Property damage arising out of collapse of or structural injury to any building or structure due to grading of land, excavation, borrowing, filling, backfilling, tunneling, pile driving, cofferdam work or caisson work or to moving, shoring, underpinning, raising, or demolition of any building or structure or rebuilding of any structural support thereof.

iii) Injury to or destruction of wires, conduits, pipes, mains, sewers, and other similar property of any apparatus in connection therewith below the surface of ground, if caused by use of mechanical equipment.

2. Contractual (Broad Form Indemnification): The CONTRACTOR agrees to indemnify and save harmless the OWNER, COUNTY, and the Engineer, their agents and employees, from and against all loss or expense (including costs and attorneys' fees) by reason of liability imposed by law upon the OWNER, COUNTY, or the Engineer for damages because of bodily injury, including death, at any time resulting there from, sustained by any person or persons or an account of damage to property is due or claimed to be due to negligence of the CONTRACTOR, his Subcontractors, employees or agents.

3. CONTRACTOR's Protective: The CONTRACTOR shall maintain this type of coverage on a "Blanket" basis to cover the operations of any subcontractors.

d) Automobile Liability Insurance

The CONTRACTOR shall maintain Comprehensive Automobile Liability Insurance with bodily injury liability limits of not less than \$1,000,000 for each occurrence limit and \$2,000,000 for the general aggregate limit. This coverage may be provided either as a separate policy or as part of the Comprehensive General Liability Policy described previously. The automobile insurance must include coverage for all owned, non-owned and hired vehicles.

e) Furnish Indiana State Forms No. 19 (Workmen's Compensation) and No.105 (Occupational Disease Act).

f) Umbrella Policy Insurance

The CONTRACTOR shall maintain a minimum \$1,000,000 Umbrella Policy in addition to their primary insurance.

g) OWNER's and CONTRACTOR's Protective Liability Insurance Coverage for Operations of Designated CONTRACTOR.

The CONTRACTOR shall provide OWNER's and CONTRACTOR's Protective Liability Insurance Coverage for Operations of Designated CONTRACTOR in accordance with the current edition of the INDOT Standard Specifications with COUNTY being an additional named insured.

1.13 Proof of Carriage Insurance

1.13.1 CONTRACTOR shall not commence work until he has obtained all insurance specified herein, has filed with the OWNER and COUNTY one (1) copy of Certificate of Insurance, and such insurance has been approved by the OWNER and COUNTY.

1.13.2 Should any Coverage approach expiration during the Contract period, it shall be renewed prior to its expiration, and certificate again filed with the OWNER and COUNTY.

1.13.3 If any of such policies are canceled or are changed so as to reduce the coverage evidenced by the Certificate, at least ten (10) days prior written notice by registered mail of such cancellation or change shall be sent to the OWNER and COUNTY.

1.13.4 All insurance provided for under this Section shall be written by Insurance Companies licensed to do business in Indiana and Countersigned by resident Indiana agent. The insurance company shall file with the OWNER and COUNTY, one (1) copy of Affirmation of Authority, on the form furnished by the Engineer, as verification of the resident agent.

1.13.5 All insurance shall be maintained in full force and effect until the Contract has been fully and completely performed.

ARTICLE 2 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

2.1 Intent

The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complimentary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

2.1.1 It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for.

2.1.2 If during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to ENGINEER in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from ENGINEER; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

2.2 Amending and Supplementing Contract Documents:

The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways, provided such amendments are approved by COUNTY:

2.2.1 A formal Written Amendment,

2.2.2 A Change Order, or

2.2.3 A Work Directive Change (pursuant to paragraph 8.1).

In addition, the requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized, in one or more of the following ways, provided such amendments are approved by COUNTY:

2.2.4 A Field Order,

2.2.5 ENGINEER's approval of a Shop Drawing or sample, or

2.2.6 ENGINEER's written interpretation or clarification.

ARTICLE 3 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

3.1 Availability of Lands

OWNER shall indicate, as shown in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER's furnishing these lands, rights-of-way or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim for an extension of Contract Time.

3.2 Physical Conditions - Underground Facilities

The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

3.2.1 OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and,

3.2.2 CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof, and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

3.3 Not Shown or Indicated

If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency) as permitted by paragraph 4.21, identify the owner of such Underground Facility and give written notice thereof to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility.

3.4 Assignment of Contract

The Contractor shall not assign this Contract or any part hereof without prior consent of the OWNER and COUNTY.

ARTICLE 4 - CONTRACTOR'S RESPONSIBILITIES

4.1 Supervision and Superintendence

4.1.1 CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

4.1.2 CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

4.2 Labor, Materials and Equipment

4.2.1 CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site, particularly in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents.

4.2.2 Unless otherwise specified in the General Conditions, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing,

start-up and completion of the Work.

4.2.3 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents.

4.3 Substitutes or "Or-Equal" Items

4.3.1 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by ENGINEER if sufficient information is submitted by CONTRACTOR to allow ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by ENGINEER will include the following as supplemented in the General Conditions. Requests for review of substitute items of material and equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish at CONTRACTOR's expense additional data about the proposed substitute.

4.3.2 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to ENGINEER, if CONTRACTOR submits sufficient information to allow ENGINEER to determine that the substitute proposed is

equivalent to that indicated or required by the Contract Documents.

4.3.3 ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without ENGINEER's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute. ENGINEER will record time required by ENGINEER and ENGINEER's consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not ENGINEER accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's consultants for evaluating each proposed substitute.

4.4 Contractor Responsibility

CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractor, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any monies due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

4.5 Subcontractor Responsibility

All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER.

4.6 Permits

OWNER shall obtain Rule 5 permit and INDOT Right-of-Way permit. Unless otherwise provided in the General Conditions, CONTRACTOR shall obtain and pay for all other construction permits and licenses. The following agencies may require a permit for the project to proceed. It is the CONTRACTOR's responsibility to adhere to the terms and conditions of all needed permits of each agency including:

- a. Elkhart County Highway approved plans and specifications where applicable.
- b. Elkhart County Highway Driveway permit
- c. INDOT Driveway permit

4.7 Laws and Regulations

4.7.1 CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

4.7.2 If CONTRACTOR observes that the Specifications or Drawings are at variance with any Laws or Regulations, CONTRACTOR shall give ENGINEER prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 2.4. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations, and without such notice to ENGINEER, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

4.8 Taxes

CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

4.9 Use of Premises

4.9.1 CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or ENGINEER by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER and ENGINEER and COUNTY harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against OWNER or ENGINEER or COUNTY to the extent based on a claim arising out of CONTRACTOR's performance of the Work.

4.9.2 During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

4.9.3 CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

4.10 Record Documents

CONTRACTOR shall maintain in a safe place at the site one (1) record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications issued in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, samples and Shop Drawings will be delivered to ENGINEER for COUNTY.

4.11 Safety and Protection

4.11.1 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- a) All employees on the Work and other persons and organizations who may be affected thereby;
- b) All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
- c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

4.11.2 CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect

them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 4.19.2 or 4.19.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR.

4.11.3 CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

4.12 Emergencies

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER or OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

4.13 Shop Drawings and Samples

4.13.1 After checking and verifying all field measurements and after complying with applicable procedures specified in the General Conditions, CONTRACTOR shall submit to ENGINEER for review and approval three (3) copies of all Shop Drawings. All submissions will be identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable ENGINEER to review the information as required.

4.13.2 CONTRACTOR shall also submit to ENGINEER for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents.

4.13.3 At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a

specific notation to be made on each Shop Drawing submitted to ENGINEER for review and approval of each such variation.

4.13.4 ENGINEER will review and approve with reasonable promptness Shop Drawings and samples, but ENGINEER's review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction.

4.13.5 ENGINEER's review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of submission.

4.13.6 Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to ENGINEER's review and approval of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

4.14 Continuing the Work

CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 13.4 or as CONTRACTOR and OWNER may otherwise agree in writing.

4.15 Indemnification:

To the fullest extent permitted by Laws and Regulations CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and COUNTY and their consultants, agents and employees from and against all claims, damages, losses, and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineer, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense:

4.15.1 (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any act or omission of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

4.15.2 In any and all claims against OWNER or ENGINEER or COUNTY or any of

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their consultants, agents or employees by any employee of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 1.12.2 (c2) shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

4.16 Sanitation

4.16.1 The CONTRACTOR shall introduce and enforce among his employees, such regulations in regard to cleanliness and the disposal of garbage and wastes as shall comply with the Local ordinances. The CONTRACTOR shall take such means as the OWNER may direct to effectually prevent the creation of a nuisance at the work site or any part of the property where the Work is being performed. Under no circumstances shall the CONTRACTOR create or maintain a nuisance. The CONTRACTOR shall construct toilets and maintain them in a sanitary condition, properly secluded from public observation at such points as shall be approved.

4.16.2 All waste, rubbish and debris – whether personal or from construction related processes – shall be removed from the job site and adjacent properties by hauling away and shall not be buried or discarded.

4.17 Road Closing Requirements

Work within the road right-of-way that necessitates a full closure of the road or any lane restrictions requires that the CONTRACTOR notify **48 hours prior to the commencement of Work** all that apply from the following list:

ROAD CLOSING – NOTIFICATION NUMBERS

Fax, call, or mail notification of road/bridge closing to the appropriate people

Please note date of successful notification

POLICE, FIRE, EMS

Elkhart County PSCC (911 Center) 533-4151

SCHOOLS

Baugo.....	293-8583	fax:
Concord.....	875-6577	fax: 875-1617
.....		fax: 875-8762
Elkhart.....	262-5695	fax: 262-5750
Fairfield.....	831-2188	fax:
Goshen.....	533-8631	fax:
Middlebury.....	825-9410	fax:
Northwood.....	574-773-3131	fax:

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POST OFFICES

Bristol	848-4713	fax: 533-9998
Elkhart	293-5502	fax: 293-5501
Goshen	533-3915	fax: 533-8077
Middlebury	825-2505	fax:
Wakarusa	862-2010	fax:

NEWS MEDIA

Elkhart Truth	294-1661	fax: 294-3895
Goshen News	533-2151	fax: 534-8830
Channel 16	574-631-1616	fax: 293-3297
.....		fax: 631-1639
Channel 22	574-293-3148	fax: 289-0622
Channel 28	574-679-4545	fax: 522-7609

OTHERS:

Elkhart County Hwy.....	533-0538
Elkhart County Eng.....	534-9394
INDOT	855-463-6848

The COUNTY requires a written notification of the agencies notified, including time and date of successful notification. This notification must be given to Elkhart County Highway 24 hours prior to road closings or lane restrictions. This may be faxed to Elkhart County Highway.

The CONTRACTOR shall notify all applicable offices, agencies, media and schools, including Elkhart County Highway 24 hours prior to the removal of any lane restrictions or closures.

The CONTRACTOR shall coordinate the specific timing of the activation of any new signalization system, reopening, etc. When practical, the CONTRACTOR shall provide access through the site for emergency vehicle traffic.

ARTICLE 5 - OTHER WORK

5.1 Related Work at Site

OWNER and COUNTY may perform other work related to the Project at or adjacent to the site by their own forces, have work performed by utility owners, or let other direct contracts.

5.1.1 CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or OWNER and COUNTY, if they are performing the additional work with their own employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work

with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

6.1 Communication

OWNER shall appoint Nuway Construction to provide construction administration on behalf of the OWNER. OWNER shall issue all communications to CONTRACTOR through Nuway Construction.

6.2 Appointment of Engineer

In case of termination of the employment of Nuway Construction, OWNER shall appoint an engineer whom CONTRACTOR makes no reasonable objection to, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration.

6.3 Payment

OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due.

6.4 Change Orders

OWNER is obligated to execute Change Orders as indicated in paragraph 8.4.

6.5 Inspection

OWNER's responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 11.4.

6.6 Service Termination

In connection with OWNER's right to stop Work or suspend Work, see paragraphs 11.9 and 13.1. Paragraph 13.2 deals with OWNER's right to terminate services of CONTRACTOR under certain circumstances.

ARTICLE 7 - ENGINEER'S STATUS DURING CONSTRUCTION

7.1 Owner's Representative

Nuway construction will perform construction administration and inspection on behalf of

the OWNER and will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of Nuway Construction as OWNER's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and Nuway Construction. Nuway Construction will be responsible for contacting the ENGINEER in the event of to alert him of any plan discrepancies or questions or construction concerns.

7.2 Visits to Site

ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified design professional, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

7.3 Project Representation

Nuway Construction will be the onsite project representative the performance of the Work.

7.4 Clarifications and Interpretations

ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

7.5 Authorized Variations in Work

ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER, and also on CONTRACTOR who shall perform the Work involved promptly.

7.6 Rejecting Defective Work

Nuway Construction and ENGINEER will have authority to disapprove or reject Work which Nuway Construction or ENGINEER believes to be defective, and will also have authority to require special inspection or testing of the Work at CONTRACTOR's expense.

7.7 Decisions on Disputes

7.7.1 Nuway Construction will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 9 and 10 in respect to changes in the Contract Price or Contract Time will be referred initially to Nuway Construction in writing with a request for a formal decision in accordance with this paragraph, which Nuway Construction will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to Nuway Construction and the other party to the Agreement promptly (but in no event later than thirty (30) days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to Nuway Construction and the other party within sixty (60) days after such occurrence unless Nuway Construction allows an additional period of time to ascertain more accurate data in support of the claim.

7.7.2 When functioning as interpreter and judge under paragraphs 7.7.1 Nuway Construction will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

7.8 Limitations on Engineer's Responsibilities

Neither Nuway Construction's authority to act under this Article 7 or elsewhere in the Contract Documents nor any decision made by Nuway Construction in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Nuway Construction to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

7.8.1 Nuway Construction will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and Nuway Construction will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

7.8.2 Nuway Construction will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

ARTICLE 8 - CHANGES IN THE WORK

8.1 Work Modifications

Without invalidating the Agreement and without notice to any surety, but subject to

COUNTY's approval, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a Written Amendment, a Change Order, or a Work Directive Change. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

8.2 Disagreement

If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Directive Change, a claim may be made therefore as provided in Article 9 or Article 10.

8.3 Contract Price and Time

CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents.

8.4 Change orders

OWNER and CONTRACTOR shall execute appropriate Change Orders covering:

8.4.1 Changes in the Work which is ordered by OWNER.

8.4.2 Changes in the Contract Price or Contract Time which are agreed to by the parties.

8.4.3 Changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by ENGINEER.

8.5 Notification of Change

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

ARTICLE 9 - CHANGE OF CONTRACT PRICE

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

9.1 Change Order

The Contract Price may only be changed by a Change Order or by a Written Amendment.

9.2 Determination of Contract Price

The value of any Work covered by a Change Order (extra work order) for an increase or decrease in the Contract Price shall be determined in one of the following ways:

9.2.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

9.2.2 On the basis of the actual Cost of the Work, plus the allowable Contractor's mark-up as per INDOT Specification 109.05 added thereon for overhead and profit.

9.3 Cost of the Work:

The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work.

The term Cost of the Work shall **not** include any of the following:

9.3.1 Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, attorneys, auditors, accountants, purchasing and contracting agents, whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work.

9.3.2 Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

9.3.3 Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

9.3.4 Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same.

9.3.5 Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

ARTICLE 10 - CHANGE OF CONTRACT TIME

The Contract Time may only be changed by a Change Order or a Written Amendment. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than fifteen (15) days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within thirty (30) days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by ENGINEER, subject to COUNTY's approval.

ARTICLE 11 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

11.1 Warranty and Guarantee

CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 11.

11.2 Access to Work

ENGINEER and ENGINEER's representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

11.3 Tests and Inspections

CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

11.3.1 If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefore, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval.

11.3.2 The Contractor shall assume full responsibility for paying all costs in connection with testing or certification of materials required under INDOT Standard Specifications. In the case of failed or rejected materials or product used in construction of the project either by CONTRACTOR or SUBCONTRACTORS, independent third party testing may be used at CONTRACTOR's expense.

11.3.3 If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

11.3.4 Neither observations by ENGINEER nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR's obligations to perform the Work in accordance with the Contract Documents.

11.4 Uncovering Work

11.4.1 If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

11.4.2 If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment.

11.5 Owner May Stop the Work

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

11.6 Correction or Removal of Defective Work

If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with nondefective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, attorneys and other professionals) made necessary thereby.

11.7 Three Years Correction Period

If, within three (3) years after the date of Final Completion, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER or COUNTY and in accordance with OWNER's or COUNTY'S written instructions, either correct such defective Work, or, if it has been rejected by OWNER or COUNTY and/or Engineer remove it from the site and replace it with non-defective work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER or COUNTY may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, attorneys and other professionals) will be paid by CONTRACTOR.

11.8 Maintenance Bond

Each Contractor shall furnish prior to final acceptance a Maintenance Bond (form attached) in an amount at least equal to ten percent (10%) of the Contract Price, guaranteeing for a period of three (3) years after the date of acceptance by the COUNTY, that all workmanship and materials entered into the Contract are in accordance with the Plans and Specifications. Each Contractor shall remove any defects due to faulty workmanship and/or materials and shall pay for any damage to other work resulting there from which shall appear within the guarantee period. Should such quality assurance tests as are called for in the contract Plans and Specifications (e.g., roll test, density, concrete strength, etc.) not be performed or if the work is not performed within reasonable conformity to the Plans and Specifications the maintenance bond period may be extended to six (6) years by the COUNTY.

11.9 Acceptance of Defective Work:

If instead of requiring correction or removal and replacement of defective Work, COUNTY prefers to accept it, COUNTY may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to COUNTY's evaluation of and determination to accept such defective Work. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price.

11.10 OWNER May Correct Defective Work:

If CONTRACTOR fails within a reasonable time after written notice of ENGINEER to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 11.6, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR

fails to comply with any other provision of the Contract Documents, OWNER may, after seven (7) days' written notice to CONTRACTOR, correct and remedy any such deficiency. All direct, indirect and consequential costs of OWNER in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by ENGINEER, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price.

ARTICLE 12 - PAYMENTS TO CONTRACTOR AND COMPLETION

12.1 Schedule of Values

The schedule of values (itemized proposal) established at contract unit prices will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

12.2 Application for Progress Payment

Prior to the 15th day of each month, CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the end of the prior month accompanied by such supporting documentation as is required by the Contract Documents.

12.3 Contractor's Warranty of Title

CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

12.4 Review of Applications for Progress Payment

12.4.1 ENGINEER will, within ten (10) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. Ten (10) days after presentation of the Application for Payment with ENGINEER's recommendation, the amount recommended will become due and when due will be paid by OWNER to CONTRACTOR. All progress payments will be subject to a ten Percent (10%) retainage that will not be released until Maintenance Bond is received.

12.4.2 ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's on-site observations of the Work in progress as an experienced and

qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of ENGINEER's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents or that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or OWNER to withhold payment to CONTRACTOR.

12.4.3 ENGINEER's recommendation of final payment will constitute an additional representation by ENGINEER to OWNER that the conditions precedent to CONTRACTOR's being entitled to final payment as set forth in paragraph 12.9 have been fulfilled.

12.4.4 ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make such representations to OWNER. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

- a) The Work is defective, or completed Work has been damaged requiring correction or replacement.
- b) The Contract Price has been reduced by Written Amendment or Change Order.
- c) OWNER has been required to correct defective Work or complete Work in accordance with paragraph 11.10, or
- d) Of ENGINEER's actual knowledge of the occurrence of any of the events enumerated in paragraphs 13.2.1 through 13.2.9 inclusive.

OWNER may refuse to make payment of the full amount recommended by ENGINEER because claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work or Liens have been filed in connection with the Work or there are other items entitling OWNER to a set-off against the amount recommended, but OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action.

12.5 Substantial Completion

When CONTRACTOR considers the entire Work ready for its intended use (that is, use by the public) CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, COUNTY, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefore. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. The Certificate of Substantial Completion shall be subject to the COUNTY's approval.

12.6 Final Inspection

Upon written notice from CONTRACTOR that the entire Work is complete, ENGINEER will make a final inspection with OWNER, COUNTY, and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

12.7 Final Application for Payment

After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and COUNTY and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents and other documents--all as required by the Contract Documents, and after ENGINEER and COUNTY have indicated that the Work is acceptable, CONTRACTOR may make application for final payment following the procedure for progress payments.

12.8 Final Payment and Acceptance

If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation--all as required by the Contract Documents, ENGINEER and COUNTY are satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten (10) days after receipt of final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application to OWNER for payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 12.9. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons

for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty (30) days after presentation to OWNER of the Application and accompanying documentation, in appropriate form and substance, and with ENGINEER's recommendation and notice of acceptability, the amount recommended by ENGINEER will become due and will be paid by OWNER to CONTRACTOR.

12.9 Contractor's Continuing Obligation

CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by ENGINEER, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents (except as provided in paragraph 12.10).

12.10 Waiver of Claims

The making and acceptance of final payment will constitute:

12.10.1 A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 12.9 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by OWNER of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and

12.10.2 A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

ARTICLE 13 - SUSPENSION OF WORK AND TERMINATION

13.1 OWNER May Suspend Work

OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than one hundred eighty (180) days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an increase in the extension of the Contract Time directly attributable to any suspension.

13.2 Conditions of Termination by Owner

Upon the occurrence of any one or more of the following events:

13.2.1 If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

13.2.2 If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

13.2.3 If CONTRACTOR makes a general assignment for the benefit of creditors;

13.2.4 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR's creditors;

13.2.5 If CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

13.2.6 If CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 1.6 as revised from time to time);

13.2.7 If CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

13.2.8 If CONTRACTOR disregards the authority of ENGINEER; or

13.2.9 If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may exercise its rights under Paragraph 13.3 below.

13.3 Termination by Owner

13.3.1 OWNER may, after giving CONTRACTOR and the surety, if there be one, seven (7) days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and

take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient subject to COUNTY'S approval. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) such excess will be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER will be approved as to reasonableness by ENGINEER and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

13.3.2 Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

13.3.3 Upon seven (7) days' written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs).

13.4 Conditions of Termination by Contractor

13.4.1 If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than one hundred eighty (180) days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty (30) days after it is submitted, or

13.4.2 OWNER fails for thirty (30) days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven (7) days' written notice to OWNER and ENGINEER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to

make any payment as aforesaid, CONTRACTOR may upon seven (7) days' written notice to OWNER and ENGINEER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 4.14 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

ARTICLE 14 - MISCELLANEOUS

14.1 Giving Notice

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

14.2 Computation of Time

When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

14.2.1 A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

14.3 Bid Submission

Each bidder who submits a proposal for any portion of the work included in the Project Manual must submit with its bid this form fully completed and signed by an authorized officer of the bidder and must provide the data requested by the form. Unless this form is fully completed and signed by the bidder, the proposal made by that bidder will be incomplete and will not be considered by COUNTY.

US 131/CR 2 Intersection Improvement Project

BID FORM

-
1. Name of Bidder _____
 2. Business Address _____
 3. Number of years engaged in contracting business under present firm's name: _____ years.
 4. *Experience in the contracting work generally similar to this project, including list of complexes, locations and approximate contract cost thereof.

5. Have you ever defaulted on a contract? _____ Yes _____ No
If Yes, when, with whom and why? _____

6. *It is a necessary requirement of this Specification that each Contractor show evidence for five (5) jobs guaranteed for one (1) year on workmanship, unconditionally, and where Contractor has agreed to return and repair this work at no expense to the Owner.

7. *Have you ever filed bankruptcy or been adjudged bankruptcy?
_____ Yes _____ No
8. Do you employ any black, Hispanic, female or oriental minority persons? If yes, please state the number of each of such minority persons you presently employ.
_____ Yes _____ No Number of minorities: _____

If no, please state reasons.

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BID FORM

9. Have you encouraged minority building subcontractors to submit proposals in connection with your bid? _____ Yes _____ No. If yes, state the name(s) of the minority subcontractors who have been contacted by you for the purpose of submitting a bid/proposal. If no, please state reasons.

10. Do you intend to use any minority subcontractors in performing the work or providing the materials contained within your bid? _____ Yes _____ No. If yes, please state the name of the subcontractor. If no, please state reasons.

11 Have you been involved in any complaints or litigation relative to the use of minority subcontractors? _____ Yes _____ No. If yes, what is the status of the complaints of the litigation?

12 Additional pertinent comments:

BY: _____

(Signature of official completing this form)

US 131/CR 2 Intersection Improvement Project

BID BOND

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned _____

_____ as PRINCIPAL, and _____

_____ as SURETY, are held and firmly bound unto the Elkhart County Board of County Commissioners, hereinafter called the "County", in the penal sum of

_____ Dollars (\$_____) lawful

money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid, dated _____

for: _____

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified herein after the opening of the same, or if no period be specified within or sixty (60) days after the said opening, and shall within the period specified therefore, or, if no period be specified within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract in accordance with the bid as accepted, and give Bond for faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such

US 131/CR 2 Intersection Improvement Project

BID BOND

Contract and give such Bond within the time specified if the Principal shall pay the County the difference between the amount specified in said Bid and the amount for which the County may procure the required work or suppliers or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____, _____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

US 131/CR 2 Intersection Improvement Project

BID BOND

IN PRESENCES OF:

INDIVIDUAL PRINCIPALS:

_____	_____ (SEAL)
_____	_____ (SEAL)
_____	_____ (SEAL)
_____	_____ (SEAL)

ATTEST:

CORPORATE PRINCIPAL:

_____	_____ (SEAL)
_____	_____ (SEAL)

Business Address _____

By: _____

Title: _____

ATTEST:

CORPORATE SURETY:

_____	_____ (SEAL)
_____	_____ (SEAL)

Business Address _____

By: _____

Title: _____

Power-of-Attorney for person signing for Surety Company must be attached to Bond.

US 131/CR 2 Intersection Improvement Project

CERTIFICATE AS TO CORPORATE PRINCIPAL

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____
certify that I am the _____
Secretary of the Corporation named as Principal in the within Bond; that _____
_____ who signed the said Bond on behalf of the Principal
was then _____ of the corporation, that I know
his signature, and his signature thereto is genuine; and that said Bond was duly signed,
sealed, and attested to, for and in behalf of said corporation by authority of its governing
body.

_____ (SEAL)

US 131/CR 2 Intersection Improvement Project

PERFORMANCE BOND

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____ as principal and
_____ as surety, are firmly bound unto Elkhart
County, Indiana, acting through its Board of County Commissioners (COUNTY) in the
penal sum of an amount equal to one hundred percent (100%) the amount of his bid or
the contract price, if the proposal is accepted, for the payment of which, well and truly to
be made, we bind ourselves, jointly and severally, and our joint and several heirs,
executors, administrators, and assigns, firmly by these presents, this ____ day
of _____, 2019.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH That, Whereas, the
principal is herewith submitting a bid and proposal for the erection, construction and
completion of _____

In accordance with the plans and specifications approved and adopted by said COUNTY,
which are made a part of this bond:

NOW, THEREFORE, if the said COUNTY shall award said principal the contract for work
and said principal shall promptly enter into a contract for the said work and shall well and
faithfully do and perform the same in all respects according to the plans and specifications
provided, and according to the time, terms, and conditions specified in said contract to be
entered into, and in accordance with all requirements of law, and shall promptly pay all
debts incurred by him or any subcontractor in the construction of said work, including

US 131/CR 2 Intersection Improvement Project

PERFORMANCE BOND

labor, service, and materials furnished, then this obligation shall be void; otherwise to remain in full force, virtue and effect.

IT IS AGREED that no modifications, omissions, or additions in or to the terms of such contract or in or to the plans or specifications therefore shall in any wise affect the obligation of such sureties on its bond.

IN WITNESS WHEREOF, we hereunto set our hands and seal this _____ day of _____, 2019.

NAME _____

NAME _____

ADDRESS _____

ADDRESS _____

BY _____

Signature

Title

BY _____

Signature

Title

(Printed or Typed)
Surety

(Printed or Typed)
Principal

State of Indiana, County of _____ ss:

Personally appeared before me, _____

as principal and _____

as surety and each acknowledged the execution of the above bond this _____ day
of _____, 2019.

BY _____
Signature Notary Public

(Printed or Typed)

Witness my hand and notarial seal the said last named date.

My Commission Expires _____, 20_____.

(County of Residence)

Accepted and approved this _____ day of _____, 2019.

Mike Yoder

Suzanne Weirick

Frank Lucchese

ATTEST: _____
Patricia A. Pickens

US 131/CR 2 Intersection Improvement Project

MAINTENANCE BOND

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENT: That we, _____

_____, as

Principal, _____ and

as Surety, are held and firmly bound to Elkhart County, Indiana, acting through its Board of County Commissioners (COUNTY) in the sum of _____

_____ Dollars (\$ _____)

for the payment of which sum well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, and successors, firmly by these present.

THE CONDITIONS OF THE ABOVE OBLIGATION are that, whereas the Principal, entered into a contract on the _____ day of _____, _____, to construct _____ according to the Plans and Specifications, and also warranting the work and materials as provided in the aforesaid Contract and Specifications, for a period of three (3) years from the date of final acceptance of work by the County.

Now, if the said Principal shall faithfully perform and fulfill all the requirements of said Warranty and Guaranty, and make all repairs required under said Guaranty and, in the manner provided for, then this Bond to be null and void, otherwise to be in full force and effect.

US 131/CR 2 Intersection Improvement Project

MAINTENANCE BOND

IN WITNESS WHEREOF, this statement is executed in two (2) counterparts, each one of which shall be deemed an original, this _____ day of _____, 2019.

(SEAL)

Principal

ATTEST:

BY:

Title

Title

(SEAL)

ATTEST:

BY:

Title

Title

APPROVED this _____ day of _____, 2019.

ELKHART COUNTY, INDIANA
By and Through Its
BOARD OF COUNTY COMMISSIONERS

Mike Yoder

Frank Lucchese

Suzanne Weirick

ATTEST:

Patricia A. Pickens, Auditor

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2019, by and between _____ (a corporation organized and existing under the laws of the State of Indiana), hereinafter referred to as the "CONTRACTOR," and **Elkhart County, Indiana** as the "OWNER."

WITNESSETH, that the Contractor and the Owner, for the considerations stated herein, mutually agree as follows:

ARTICLE 1 -- STATEMENT OF WORK

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and traffic control, and perform and complete all work required for constructing the US 131/CR 2 Intersection Improvement Project in Elkhart County, Indiana, as more particularly described in the Specifications, Special Provisions, General Requirements, Supplementary Conditions, Terms for Bidding, plans and drawings, and other items contained therein prepared by **Abonmarche Consultants Inc.** ("Engineer") and referred to herein as the "Construction Documents," as approved by the County of Elkhart, Indiana ("County"). All such Construction Documents have been reviewed and approved by the parties hereto and all are incorporated herein by reference as a part of this Agreement consistent with Article 4 below. All undertakings, duties, obligations, and performance required of Contractor by the Construction Documents and this Agreement are hereinafter referred to as the "Work."

ARTICLE 2 -- CONTRACTOR REPRESENTATIONS

The Contractor represents to Owner that it is fully experienced and properly qualified as an expert to render the performance required for the Work, and that it is properly equipped, organized and financed for performance of this Agreement. Contractor further represents and acknowledges that it is an independent contractor, and that Contractor IS NOT, in any manner or form, an agent, employee, or representative of Owner.

CONTRACTOR INDEMNIFICATION

The Contractor agrees to indemnify and save harmless the Owner, County, and Engineer, their agents and employees, from and against all loss or expense (including court costs and attorneys' fees of defense or enforcement) by reason of liability imposed by law or otherwise upon the Owner, County, or Engineer, for (1) damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons, or (2) on account of damage to property or property rights or interests, including loss of use thereof, arising out of or in consequence of the performance of the Work, provided such injury to persons or damage to property is due or claimed to be due to negligence of the Contractor, its subcontractors, employees or agents, or in violation of this Agreement.

REQUIREMENTS FOR CONTRACTORS ON PUBLIC WORKS PROJECTS

- 1) The provisions of Indiana Code Section 5-16-13 are hereby incorporated by reference including, but not limited to, the following specific provisions:
 - a) Contractor must contribute in work performed by its employees, materials supplied directly by Contractor, and services supplied directly by its employees of at least fifteen percent (15%) of the total contract price.
 - b) Contractor must maintain general liability insurance in the amounts provided in the Construction Documents but in no event less than One Million Dollars (\$1,000,000.00) for the each occurrence limit and Two Million Dollars (\$2,000,000.00) for the general aggregate limit.
 - c) Contractor must implement and comply with the requirements of Indiana Code Section 22-5-1.7 concerning the E-Verify system with respect to its employee hiring. Contractor must submit, before work begins on the Agreement, the E-Verify case verification number for each individual who is required to be verified under Indiana Code Section 22-5-1.7. An individual who is required to be verified under Indiana Code Section 22-5-1.7 whose final

case result is final non-confirmation may not be employed on this Work.

- d) Contractor may not pay cash to any individual employed by the Contractor for work done by the individual on this Work.
 - e) Contractor must be in compliance with the Federal Fair Labor Standards Act of 1938, as amended (29 USC 201-209) and Indiana Code Section 22-2-2-1 through Indiana Code Section 22-2-2-8.
 - f) Contractor must be in compliance with Indiana Code Section 22-3-5-1 and Indiana Code Section 22-3-7-34.
 - g) Contractor must be in compliance with Indiana Code Section 22-4-1 through Indiana Code Section 22-4-39.5.
 - h) Contractor must be in compliance with Indiana Code Section 4-13-18-1 through Indiana Code Section 4-13-18-7.
- 2) Drug Testing of Employees. Indiana Code Section 4-13-18 regarding the drug testing of employees of public works contractors applies to the Agreement as the estimated cost hereof is at least One Hundred Fifty Thousand Dollars (\$150,000.00) and has been awarded after June 30, 2015.
- 3) Nondiscrimination. Pursuant to Indiana Code Section 22-9-1-10, Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, ancestry, or veteran status. Breach of this covenant may be regarded as a material breach of the Agreement.
- 4) Anti-nepotism. Contractor is aware of the provisions of Indiana Code Section 36-1-21 et seq. with respect to anti-nepotism in contractual relationships with governmental entities.

Contractor certifies that none of the owners of Contractor is a relative of any elected Council

Member or Commissioner of the County of Elkhart, Indiana.

- 5) Investment Activity. Pursuant to Indiana Code Section 5-22-16.5-13, Contractor certifies that Contractor is not engaged in investment activities in Iran.

ARTICLE 3 -- THE CONTRACT PRICE

The Owner will pay the Contractor for the performance of the Work subject to additions and deductions provided herein, in current funds, and per applicable Indiana law and the required procedures for payments by Owner, the sum of \$_____. The Contractor shall start the Work on or after _____, AND COMPLETE THE Work on or before _____. Any Work remaining to be completed after _____ is subject to the following damages: For each and every day Work contemplated in this Agreement remains uncompleted, and/or unsatisfactorily completed or unaccepted, beyond the completion date herein established (_____). Contractor shall owe and pay to County the sum of One Thousand dollars (\$1000.00) per day, as liquidated damages and not as penalty. In establishing said One Thousand dollars (\$1000.00) sum per day as and for liquidated damages owed by the Contractor to County, the parties hereto stipulate and agree that the actual damages that would be suffered by County because of the failure of Contractor to timely complete the Work contemplated are indefinite and uncertain; however, the parties hereto stipulate that the sum herein established is a reasonable estimate by the parties of the probably damages to be suffered by the County upon the failure of the Contractor to timely complete the Work contemplated. The liquidated damages herein established shall be deducted daily from the Contract Price herein established, thereby reducing the same for the total amount of liquidated damages as herein stipulated, and paid by Owner to County. If an intermediate date is specified for one or more of the items or phases of the contract, liquidated damages will apply for that particular item or phase as if the intermediate date specified for said item or phase is conclusion of said portion of project or contract.

ARTICLE 4 -- CONTRACT DOCUMENTS

The Contract Documents forming a part of this Agreement by reference shall consist of

the following:

- a. This Agreement.
- b. Notice to Bidders.
- c. Instructions to Bidders.
- d. Signed copy of Bid and Itemized Bid Form.
- e. General Conditions and Supplementary Conditions.
- f. Construction Technical Specifications and Related Documents.
- g. Plans and Drawings
- h. Permits
- i. Addendums

ARTICLE 5 -- PROJECT CONTROL

The Contractor will carry out this project and complete the Work under the direction of the Owner and the Owner's agents, the Engineer, or other consultant designated by the Owner. The Owner's designated representative during the construction period will make visits to the site at intervals appropriate to the various states of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

This Agreement, to include the Contract Documents enumerated in Article 4 above, constitutes the full agreement and understanding of the parties hereto, and save for change orders and procedures therefore set forth within the Contract Documents, shall not be amended by the parties, other than by instrument executed by each party hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in various counterparts effective as of the date and year first above written.

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

OWNER:

By: _____

Title: _____

Attest: _____

Title: _____

Date: _____

Division 2:

Bid Documents

For

US 131/CR 2 Intersection Improvement Project

OWNER:

US 131 /CR 2 Intersection Improvement Project

Bid Documents

NOTICE TO BIDDERS

Notice is hereby given that the Board of County Commissioners of Elkhart County, Indiana, will receive bids up to **9:00 A.M. on Monday, August 5, 2019**, for the **Us 131/CR 2 Intersection Improvement Project**. It is the responsibility of the bidder to insure that its bid is delivered on time to the Office of the Elkhart County Commissioners, County Administration Building, 117 N. Second Street, Goshen, IN 46526.

Plans, Specifications and bidding documents may be obtained from the **Elkhart County Highway Department, website** at www.elkcohwpy.org starting at **5:00 PM** on **Friday, July 12, 2019**. Plans, Specifications and Bidding Documents may not be obtained prior to this date.

Plans, Specifications and Bidding Documents will be available for inspection at the Elkhart County Highway Department Office, 610 Steury Ave., Goshen, Indiana starting on **Monday, July 15, 2019**.

A pre-bid conference for the Project will be held on **Tuesday, July 23, 2019 at 10:00am** at Elkhart County Highway Department, 610 Steury Ave., Goshen, IN 46528. Attendance at the pre-bid conference is encouraged but not required.

Proposals shall be properly and completely executed on proposal forms furnished by the County in accordance with Revised Indiana Form 96 and shall be accompanied by the Contractor's Financial Statement form taken from Form 96A for any proposal of \$5,000 or more.

The Contractor shall submit an itemized proposal of the approximate quantities and components of labor and materials to complete the contract. Said proposal shall be upon the standard bid sheets used by Elkhart County, and said sheet must contain an authorized signature of the Contractor, or the bid of the Contractor may, at the discretion of Elkhart County, be rejected and declared invalid. Each proposal shall be accompanied by a non-collusion affidavit as required by the Statutes of Indiana. Bids shall be enclosed in a sealed envelope, bearing the title of the project and name and address of bidder.

Bids will be accepted only from bidders who are sufficiently and currently pre-qualified by the Indiana Department of Transportation. Proof of pre-qualifications must be submitted with the bid.

A current Contractor's Financial Statement taken from Form 96A and the Indiana Department of Transportation pre-qualification certificate may be placed on file with the Board of County Commissioners of Elkhart County at the Highway Division annually in lieu of executing these documents for each project.

All work may begin on **September 9, 2019** and shall be completed by **October 28, 2019**. Delays in completion beyond that date shall result in liquidated damages levied against the Contractor by Elkhart County. The damage charges shall be one thousand dollars (\$1000) per day per item beyond the above stated date and any intermediate completion dates noted in the specifications.

A satisfactory bid bond (10% of bid), payable to the Board of County Commissioners of Elkhart County, Indiana executed by the bidder shall be submitted with each bid.

No bids shall be withdrawn after the opening of the bids without the consent of the Board of Commissioners of Elkhart County for a period of thirty (30) days after the scheduled time of closing.

Said work shall be subject to all the provisions of the plans and specifications therefore herein above referred to including the completion date thereof and penalty clause as therein set forth.

Award shall be made to the lowest responsive and responsible bidder as determined by County Commissioners. The successful bidder will enter a contract with **Elkhart County, Indiana** as the Owner.

Dated this 3 day of July, 2019
Board of County Commissioners of Elkhart County
By Patricia A. Pickens, Auditor

Advertise two times: July 12, 2019
July 19, 2019

US 131 /CR 2 Intersection Improvement Project

Bid Documents

The approximate quantities for this contract are as shown on the itemized bid tabs included on the attached pages. If extra work is necessary due to shifting of any of the items of construction or if additional work is called for in accordance with these specifications, such work shall be paid for on the basis of the following itemized unit prices. In addition to the above, the said unit prices shall also be the basis of payment to the Contractor for actual asphalt placed. The attached sheet (s) must be completely filled out and submitted with the sealed bid or Elkhart County may at its discretion, reject the bid and declare the same invalid. An authorized signature of the Contractor is mandatory upon the bid sheets. All other items necessary to properly complete this project or specifically outlined, shall be included within the line items provided and will be considered as incidental. Please recognize that the quantities provided are estimated. Elkhart County is not responsible for any wrong formulas or miscalculations in the attached excel Contractor Bid sheet.

This Bid shall be so prepared as to properly indicate:

One (1) total lump sum to furnish labor, materials, services and equipment to perform the work indicated in the bid materials (drawings, specifications and or as specified herein). The Award of this project will be based on the "Total" bid price. Please indicate this total below.

NOTE: Any Item may be withdrawn at any time prior to the placement of the material.

BID TOTAL _____ dollars

(\$ _____)

Acknowledge Receipt of Addenda No.(s) _____.

Submitted by: _____
Company

Authorized Signature

Date: _____ **Phone:** _____

ATTEST: _____

Bid Form: US 131 and CR 2 Intersection Improvement Project

Bid Date: August 5, 2019

Base Bid

Item No	Description	QUANTITY	UNIT	UNIT PRICE Dols. Cent	AMOUNT Dols. Cent
1	Construction Engineering	1	lsum		
2	Mobilization/Demobilization	1	lsum		
3	Maintenance of Traffic	1	lsum		
4	Erosion Control	1	lsum		
5	Clearing	1	lsum		
6	Common Excavation	650	cyd		
7	Traffic Signal Manhole, Relocate	1	ea		
8	Sign, Relocate	3	ea		
9	Pipe, Remove	195	lft		
10	Drainage Structures, Remove	5	ea		
11	Concrete Curb, Remove	414	lft		
12	Compacted Aggregate for Base, No. 53	270	ton		
13	Subgrade Treatment, Type IC	1,600	ton		
14	Subgrade Treatment, Type II	110	syd		
15	QC/QA-HMA, 4, 76, Surface, 9.5 mm	150	ton		
16	QC/QA-HMA, 4, 76, Intermediate, 19.0 mm	300	ton		
17	QC/QA-HMA, 4, 76, Base, 25.0 mm	680	ton		
18	PCCP for Approaches, 9"	110	syd		
19	Concrete Curb and Gutter, Type B	394	lft		
20	Plant, Coniferous Evergreen, 2.5" cal.	37	ea		
21	Plant, Deciduous Tree, Single Stem, 2.5" cal.	3	ea		
22	Storm Sewer Pipe, 12"	182	lft		
23	Storm Sewer Pipe, 15"	5	lft		
24	Inlet, Type B-15, Modified	3	ea		
25	Inlet, Type C-15, Modified	1	ea		
26	Inlet, Type R-13, Modified	1	ea		
27	Inlet, Type E-7, Modified	1	ea		
28	Connect to Existing Structure	1	ea		
29	Mulched Seeding, Type U	4,000	syd		
30	Adjust Valve to Grade	1	ea		
31	Adjust Casting to Grade	2	ea		

Bid Form: US 131 and CR 2 Intersection Improvement Project

Bid Date: August 5, 2019

Base Bid

Item No	Description	QUANTITY	UNIT	UNIT PRICE Dols. Cent	AMOUNT Dols. Cent
32	Sheet Sign, 0.100"	15	sft		
33	Traffic Signal Realign	4	ea		
34	Traffic Signal Head, 3 Section, 12", Red, Amber Arrow, Green Arrow, Retrofit	2	ea		
35	Signal Cable, 5C, 14 GA.	315	lft		
36	Miscellaneous Equipment for Traffic Signals	1	lsum		
37	Pavement Markings, Remove	735	lft		
38	Line, Thermoplastic, Solid, White, 4"	1,272	lft		
39	Line, Thermoplastic, Solid, Yellow, 4"	420	lft		
40	Transverse Marking, Thermoplastic, Solid, White, 24"	91	lft		
41	Pavement Message Marking, Thermoplastic, "ONLY"	2	ea		
42	Pavement Message Marking, Thermoplastic, Right Turn Arrow	2	ea		
43	Grooving for Pavement Markings	1,692	lft		
TOTAL					

Company Name: _____

Signature: _____

Address: _____

Date: _____

Division 3:

Project Technical Specifications

For

US 131/CR 2 Intersection Improvement Project

OWNER:

US 131/CR 2 Intersection Improvement Project

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US 131/CR 2 Intersection Improvement Project

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TP1 – GENERAL INFORMATION

GENERAL

The following Technical Provisions are in addition to the Indiana Department of Transportation 2018 "STANDARD SPECIFICATIONS", which Standard Specifications shall apply to this contract. Where the words "Standard Specifications" and also where reference consisting of a number or numbers are used, they shall be construed as referring to the Indiana Department of Transportation 2018 Standard Specifications and current supplemental specifications and standard detail drawings.

The term "State" as used in the Standard Specifications shall be deleted and replaced with the term "County".

The term "Engineer" as used in the Standard Specifications shall be the person, firm, or corporation named as such in the written Agreement between the OWNER and CONTRACTOR.

TP2 – PRE-BID CONFERENCE

GENERAL

A pre-bid conference for the Project will be held on July 23, 2019 at 10:00am at Elkhart County Highway Department, 610 Steury Avenue, Goshen, IN 46528. Attendance at the pre-bid conference is encouraged but not required.

TP3 – TIME OF COMPLETION

GENERAL

Work on this Contract shall not begin prior to notice to proceed. The Contractor shall begin on or after **September 9, 2019** and shall complete all work no later than **October 28, 2019**.

This completion date is a 'fixed calendar date' as defined by INDOT Standard Specifications section 108

Determination and Extension of Contract Time for Completion and Failure to Complete on Time shall be in accordance with the Agreement and all applicable requirements of 108.08 and 108.09 respectively, and modified as follows.

If an intermediate date is specified for one or more of the items or phases of the contract, liquidated damages will apply for that particular item or phase as if the intermediate date specified for said item or phase is the conclusion of said portion of project or contract.

No extension of Contract Time shall be allowed for weather or changes in quantities placed. Contract time and completion dates do not pause December 1 (or any other date) for winter

and are calculated continuously throughout the winter months until time of completion.

Changes in Contract Time will only be considered if requested in writing by the Contractor in accordance with Article 10 of the General Conditions.

The Contractor shall notify the Owner at least two (2) weeks in advance of his intention to perform any Work on the project. The contractor shall give the owner/inspector updated schedules of work on a bi-weekly basis or as the schedule changes. The Contractor shall also notify the appropriate agencies of his intention to close any County Road in connection with the project. See ROAD CLOSING REQUIREMENTS.

Note that "Road Construction Ahead" signage shall be installed prior to any other work, and shall be removed only upon final acceptance of the project or initial acceptance of the segment for paving packages. These signs shall be checked on a daily basis and promptly reset as needed.

Substantial completion of a road segment is defined as the full planned width of the final course of asphalt has been placed and is ready for traffic, driveway approaches are completed, any required grading is complete, all traffic signal or other traffic control equipment is installed and operational and final striping has been placed.

TP4 – UTILITIES AND PUBLIC WORKS

GENERAL

The Contractor shall determine the location of all underground and overhead utility lines within the project limits. If proper clearances cannot be obtained, affected planned structures shall be placed as otherwise directed and approved by the adjacent utility representatives (and as accepted by the Engineer).

COORDINATION WITH UTILITIES AND PUBLIC WORKS

The Contractor shall be responsible for utility property and services in accordance with 107.20 of INDOT's Standard Specifications. All of the permanent and temporary utility appurtenances in their present or relocated positions shall have been considered in the bid. No additional compensation will be allowed for any delays, inconvenience, or damage sustained by the Contractor due to any interference from the said utility appurtenances or the operations of moving them.

The plan drawings include a list of names for the known companies that may have utilities located within the limits of construction in this contract. If any of these utilities are affected, it shall be the Contractor's responsibility to identify and coordinate with that utility.

The prime contractor shall be ultimately responsible for the completeness and promptness of utility location(s) for subcontractors. Multiple locations of the same facilities may be required throughout the project time.

TP5 – BUY AMERICAN REQUIREMENT

GENERAL

Buy American Requirements shall be in accordance with 106.01(c) of INDOT's Standard Specifications.

TP6 – STORAGE OF CONTRACTOR'S EQUIPMENT, MATERIALS AND TEMPORARY OFFICES

GENERAL

The Contractor will be permitted to store non-operating construction equipment, workmen's vehicles, materials and temporary offices within the limits of the County Right-of-Way with approval from County.

In the event that the Right-of-Way is not available for storage, the Contractor shall procure an adequately secure operations site as an incidental item to the contract.

All areas within the limits of the Right-of-Way that are used by the Contractor for temporary storage of materials, non-operating construction equipment, workmen's vehicles and temporary offices, when no longer required for such purpose, shall be restored to their original condition by the Contractor at his own expense.

The Contractor shall not use property adjacent to the project Right-of-Way for storage, parking or any other use without prior approval from the property owner.

PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

The Contractor shall be responsible for preservation of all public and private property. All areas on the Right-of-Way that are used for storage of any kind shall be restored to their original condition when no longer required for that purpose. Generally, this shall comply with the requirements of Sections 107.14 and 107.19 of Standard Specifications.

TP7 – HAZARD COMMUNICATIONS PROGRAM

1. GENERAL

Pursuant to the latest requirement of OSHA the bidder is obligated to inform his employees concerning the health and safety hazards of chemical substance that may be required in the performance of this contract.

TP8 – ENVIRONMENTAL RESTRICTIONS

GENERAL

- (a) All trees or shrubs outside the construction limits shall not be disturbed.
- (b) Construction limit is defined as the Right-of-Way line unless otherwise shown on the plans.

PERMITS

The OWNER shall obtain the Rule 5 permit and the INDOT Right-of-Way permit. The CONTRACTOR is responsible for securing all other permits that may be required for this project in accordance with the Standard Specifications.

TP9 – RIGHT-OF-WAY CLEARING

GENERAL

Clearing right-of-way shall include the removal and/or trimming of all trees and brush within the right-of-way unless specifically identified on the contract plans to remain. Stumps shall be entirely removed and filled with sand.

Incidental to the work shall be the removal of any miscellaneous obstructions within the right-of-way.

The work shall include the removal of portions of existing pavement as indicated by plan details and/or within the construction limits or to the r/w line, whichever is greater.

It is the Contractor's responsibility to adequately inspect the site and clarify the intent of the project to determine the extent of clearing prior to submitting a bid.

TP10 – MAINTENANCE OF TRAFFIC

GENERAL

All signs and traffic control devices shall be in accordance with the Indiana Department of Transportation Standard Specifications and the Indiana MUTCD so as to provide continuous, safe, 2-way traffic at all times.

The Contractor shall be totally responsible for the maintenance of traffic. Maintaining of traffic shall be the non-delegable duty of the Contractor to fulfill each and every responsibility and to accept full liability. All applicable provisions of 107.12 shall apply to work being done under traffic.

Access to residential and business driveways within the project limits shall be maintained at all times. Temporary closure of driveway access may be allowed upon approval of the Engineer and adequate notification of the property owner. All driveways shall be accessible at the end of each work day. Stone, gravel or other temporary materials needed to make driveways and roadways accessible will not be paid for directly but will be included in the Maintenance of Traffic pay item.

Construction signs and barricades shall be as per INDOT standard sheets and shall be in sufficient condition for good functioning (i.e. visible, readable, reflective, etc.). The Contractor will be responsible for maintenance of traffic including all construction signs necessary or as directed by the Engineer for the duration of construction.

When necessary or as directed by the Engineer, the Contractor shall provide standard reflective barrels with approved weighting systems, flagmen, caution tape, temporary pavement markings, etc. Reflective barrels shall be placed to warn motorists of hazards. Maximum spacing of barrels shall be 30 ft.

The timing of any lane restrictions shall be subject to approval by the Engineer and County.

The Contractor shall keep lane restrictions to an absolute minimum, as reasonable in order to complete the work. When lane restrictions are necessary, the Contractor shall perform continuous work operations so as to lift the lane restrictions as soon as possible. Lane restrictions shall not remain in place while the Contractor is not actively working.

The Contractor shall be responsible for safe driving of haul trucks, heavy equipment, etc. related to the project work, including subcontractors.

Temporary pavement markings shall be required before two-way traffic is allowed on a newly paved road, if more than one lane is present in the same direction, turn lanes or if previous pavement markings existed.

The Contractor shall give a 24 hr./day emergency contact (phone number) to the owner and to local law enforcement authorities for the prompt response to project-related concerns during non-work hours.

Lane restrictions shall be during daylight hours only unless otherwise approved by the Engineer and County.

The Contractor shall coordinate the specific timing of the activation of any new signalization system, reopening, etc. When practical, the Contractor shall provide access through the site for emergency vehicle traffic.

Note that "Road Construction Ahead" signage shall be installed prior to any other work, and shall be removed only upon final acceptance of the project or initial acceptance of the segment for paving packages. These signs shall be checked on a daily basis and promptly reset as needed.

TP11 – CONSTRUCTION STAKING

GENERAL

The Contractor shall provide construction layout/surveying under the direction of a licensed land surveyor for the improvements as shown in the project plans and specifications. The cost of his item shall be included in the cost of other items and shall include, but may not be limited to the following:

Locate existing bench marks and run level circuit to check elevations. Set new bench marks (if needed) every 500 feet. Bench mark data sheets shall be provided to the project Engineer.

Stake right-of-way as needed.

Stake all easement lines.

Preserve and perpetuate existing property corners, which are at risk from construction operations. (This item must be performed under the direct supervision of a licensed surveyor.)

Field notes shall be kept in standard field notebooks supplied by the Contractor in a clear, orderly and neat manner consistent with standard engineering practices and procedures. The field books shall be available for inspection by the Engineer at all times and shall become the property of the County on completion of the work.

The supervision of the Contractor's construction staking personnel shall be the responsibility of the Contractor and any errors resulting from the operations of such personnel shall be corrected at the expense of the Contractor and at no additional cost to the Owner.

The Engineer may check the accuracy of the staking as necessary, but will assume no responsibility for the accuracy of the layout or the final result of construction accuracy.

Surveying pertaining to existing right-of-ways and monument perpetuation shall be performed under the direction of a Land Surveyor licensed in the State of Indiana.

TP12 – CONTRACTOR'S RESPONSIBILITY FOR MATCHING OLD WORK

GENERAL

Where new work is to be fitted to old work, the Contractor shall check all leading dimensions and conditions in the field and report any errors or discrepancies to the Engineer and assume responsibility for their correctness and the fit of new parts to old. If such parts do not fit properly, the Contractor shall make and pay for such alterations or new parts as may be necessary to assure proper fits and connections meeting the approval of the Engineer.

TP13 – DUST AND AIR POLLUTION CONTROL

DESCRIPTION

Provision shall be made for prompt removal from traveled roadways of all dirt and other materials that have been deposited thereon by operations concerned with the project whenever the accumulation is sufficient to cause the formation of dust or mud, interfere with drainage, damage pavements, or create a traffic hazard. Construction methods and means shall be employed to keep flying dust and air pollution to a minimum. Provisions shall be made for the control of dust on the project and on the roads, streets and other areas affected by the project wherever traffic or buildings or construction materials are affected by such dust. The materials and methods used for dust control shall be subject to approval by the Engineer. The cost of controlling dust and air pollution shall be included in the costs of other pay items and no additional payment will be made.

TP14 – CONTAMINATION PRECAUTION

GENERAL

Contractor shall take all precautions to avoid the spillage of construction-related liquids and fuels during the project. All portable stationary fuel tanks shall have secondary containment.

TP15 – EARTHWORK

1. GENERAL

- (a) This work shall consist of all earthwork required for the completion of the project as detailed on the plans and in the specifications. This item includes excavation, construction, hauling, disposal and/or compaction of all material not being removed under some other item which is encountered within the limits of the work and also from intersecting entrance approaches beyond the Right-of-Way limits necessary for the construction of the roadway in accordance with the Specifications and in reasonably close conformance with the lines, grades, thickness and typical cross section shown on the plans or as directed.
- (b) Excavation for culverts, ditches, sewers, tunnels, and other approach structures will not be paid for directly, but the cost thereof shall be included in the cost of other pay items. Removal and disposal of piles of broken concrete and similar debris located on the Right-of-Way shall be included in the cost of earthwork. Where surplus material is suitable for use in the roadway, it may be used as allowed by the Engineer.
- (c) Borrow shall consist of approved material required for construction of embankments. No direct payment will be made for borrow required for

embankment construction in accordance with lines, grades and typical cross sections specified.

- (d) The work shall include salvaging topsoil and replacement of topsoil for top dressing areas to receive sod or mulch seeding.

2. CONCRETE PAVEMENT REMOVAL

Removal of pavement shall consist of the removal and satisfactory disposal of portland cement concrete pavement; portland cement concrete resurface with its base; or the total of any combination of base, binder, and surface course of any pavement on a portland cement concrete base, including the base. Each complete pavement removed will be considered as a separate item and paid for as such when removed. Pavement removal shall include only the removal and disposal of existing public road, driveway or street and alley pavement as required for the planned construction. Curb removal shall include curb that is separate from the pavement or removed separately. Integral curb that is removed with the adjacent pavement shall be paid for as pavement removal. Prior to performing the work of pavement removal at locations indicated on the plans or where directed, concrete pavement to be removed shall be cut with a power driven concrete saw along designated lines. Sawing shall be such that any portion of the pavement to remain in place will not be damaged. Any portion that is damaged or removed outside the designated lines shall be replaced with no additional payment. Sawing of pavement to be removed will not be paid for directly, but shall be included in the cost of pavement removal.

If no Pay Item has been established in the Proposal for Concrete Pavement Removal, and such work is necessary to perform the above, such work shall not be paid for directly, but shall be included in the costs of other pay items.

CONSTRUCTION

Excavation and embankment methods and testing shall conform to the INDOT standard specifications.

BASIS OF PAYMENT

Earthwork, including all items noted above and its required testing will be paid for as set forth in the proposal.

Pay Item

Pay Unit

Common Excavation

CYD

TP16 – CURB REMOVAL

GENERAL

Removal of curb shall consist of the removal and satisfactory disposal of concrete curb and concrete curb and gutter. Removal shall be in accordance with INDOT Specification

201. All curb will be saw cut prior to removal. There will be no direct payment for saw cutting but it shall be included in the cost of curb removal. Curb outside of the limits of removal as shown in the plans that are damaged by the Contractor shall be removed and replaced to existing or better condition at the Contractor's expense.

METHOD OF MEASUREMENT

Concrete curb and concrete curb and gutter removal will be paid for as Concrete Curb, Remove by the lineal foot at the unit price set forth in the proposal.

<u>Pay Item</u>	<u>Pay Unit</u>
Concrete Curb, Remove	LFT

TP17 – DRAINAGE STRUCTURE REMOVAL AND PIPE REMOVAL

GENERAL

Removals shall be in accordance with INDOT Specification 202. Where pipes are to be removed from a structure that is to remain, the remaining holes in the structures shall be sealed. The cost of sealing the holes shall be included in the cost of the pipe removal.

METHOD OF MEASUREMENT

The various items will be paid for as set forth in the proposal.

<u>Pay Item</u>	<u>Pay Unit</u>
Pipe, Remove	LFT
Structures, Remove	EA

TP18 – SIGN AND SUPPORTS, RELOCATE

GENERAL

This work shall consist of the removal and relocation of signs as indicated on the plans. The sign relocation shall be in accordance with INDOT Specifications 802. The cost of sign removal, existing post removal, and all mounting hardware necessary to attach the existing sign to the new posts, shall be included in the cost of the sign relocation. The cost of new sign posts will not be paid for directly but will be included in the cost of the Sign and Support, Relocate.

METHOD OF MEASUREMENT

The various items will be paid for as set forth in the proposal.

<u>Pay Item</u>	<u>Pay Unit</u>
Sign and Supports, Relocate	EA

TP19 – TRAFFIC SIGNAL MANHOLE, RELOCATE

GENERAL

This work shall consist of the removal and relocation the traffic signal manhole.

METHOD OF MEASUREMENT

The traffic signal manhole relocation will be paid by each manhole properly relocated.

Pay Item

Pay Unit

Traffic Signal Manhole, Relocate

EA

TP20 – DRAINAGE STRUCTURES

1. GENERAL

- (a) All new structures shall be installed to the elevations shown on the plans or as otherwise determined by the Engineer.
- (b) Construction of all new inlets involving existing structures shall be accomplished such that the existing pipe structure is not damaged.
- (c) Where a new casting is to be fitted to an existing catch basin or an existing casting is to be fitted to a new inlet, the Contractor shall check all dimensions and conditions in the field and shall assume responsibility for their correctness and fit.
- (d) The cost of removal or modification of existing drainage structures as shown on the plans shall be included in the contract unit prices for the new structure items except as otherwise noted.
- (e) All existing structures damaged during construction shall be replaced with no additional payment.
- (f) At the connection of a pipe to a concrete structure, gasketed connections shall be employed for all pipes equal to or less than 18" nominal diameter. Pipes entering structures at an angle greater than 15 degrees from perpendicular to the structure wall shall not require a gasketed connection.
- (g) Pipes shall extend through walls, a sufficient distance, to allow for placement of the gasketed connection or a concrete collar, as needed.
- (h) Field constructed connections to structures, new or existing, shall be core drilled.

2. CLEAN-UP

- (a) Clean-up shall be in accordance with sub-section 104.08 of the State Specifications.
- (b) No payment will be made for clean-up.

3. SEWER PIPE AND APPURTENANCES

- (a) DESCRIPTION – this work shall consist of the construction or reconstruction of sanitary sewer, storm sewer and appurtenances in accordance with specifications section 715 and in reasonably close conformance with the lines and grades shown on the plans or established by the Engineer
- (b) MATERIALS – Materials shall be in accordance with State Specifications Section 715 and details shown on the drawings.
- (c) GENERAL REQUIREMENTS – Manholes, inlets and catch basins shall comply with Section 720 of the State Specifications. Risers shall not to exceed three risers of twelve inches in total height. Manholes, inlets and catch basins shall be done in accordance with the details shown on the drawings.

4. BASIS OF PAYMENT

- (a) The accepted quantities for each class and diameter of sewer pipe specified will be paid for at the contract price per lineal foot complete in place. The accepted quantities of manholes, clean-outs, pipe end sections, inlets, catch basin and drywells will be paid for at the contract unit price each in place. The payment shall be full compensation for furnishing and installing all materials, labor, excavation, backfilling, pavement removal, testing, dewatering, compaction and all appurtenances.

<u>Pay Item</u>	<u>Pay Unit</u>
Storm Sewer Pipe, 12"	LFT
Storm Sewer Pipe, 15"	LFT
Inlet, Type B-15, Modified	EA
Inlet, Type C-15, Modifies	EA
Inlet, Type R-13, Modified	EA
Inlet, Type E-7, Modified	EA
Connect to Existing Structure	EA

TP21 – DEWATERING

GENERAL

Dewater excavations as required for the proposed construction so that the work can be performed in the dry, unless approved by the Engineer. The dewatering system shall incorporate a filtering system to remove sediment from the discharge.

The Contractor shall arrange for dewatering discharge outfalls. Outfalls shall be acceptable to the Owner, the Elkhart County Drainage Board and the Indiana Department of Natural Resources.

Payment for this item shall be Lump Sum.

TP22 – PROOFROLLING

1. PROOFROLLING

- (a) Proofrolling of the natural ground surface shall be in accordance with 203.26 within all areas where new fill will be placed. Any soft soils encountered during the proofrolling operations, which will not readily compact, shall be removed and replaced with Structure Backfill to an elevation two (2) feet above the ground water level, if ground water is encountered. Otherwise backfilling shall be accomplished in accordance with 203.09. The Contractor shall schedule a proofroll with the Owner's representative 24 hours in advance of all proofrolls. A load ticket will be required for the truck performing the proof roll, showing a minimum gross weight of 68,000 lbs. for a tri-axle or tandem axle truck. No quad axle trucks will be allowed unless the fourth axle is able to be lifted from the surface for the test, and is.

2. PAYMENT

- a) No direct payment will be made for proofrolling. The cost of this work shall be included in bid price of other items.

TP23 – COMPACTED AGGREGATE

1. GENERAL

- (a) All compacted aggregate shall be paid under this item regardless whether used as base course for the mainline, as base course for the shoulders, as base course for approaches or as temporary surface.
- (b) All compacted aggregate shall be Compacted Aggregate, No. 53, in accordance with Section 300 – Aggregate Bases.
- (c) Aggregate to maintain temporary access to driveways may be salvaged from existing onsite gravel roads, drives and shoulders.
- (d) It shall be the Contractor's responsibility to verify that subgrade elevations are in agreement with the plan/profile.

2. CONSTRUCTION

The compacted aggregate shall be constructed in accordance with INDOT Section 300 – Aggregate Bases.

Existing Subgrade (or Previously Constructed Subbase) – Prior to constructing the compacted aggregate, the subgrade shall be cleaned of all foreign substances and shall contain no frozen material. The Subgrade shall receive 6” subgrade treatment in accordance with the Standard Specifications and as directed by the Engineer. The first 6” below the pavement structure subgrade shall be compacted to at least 100% of dry density, as per AASHTO T 99. Compaction shall not be less than 100% of Standard Proctor as per ASTM D 698. It shall be inspected by the Engineer or his representative for adequate compaction and surface tolerances. Ruts or soft, yielding spots having inadequate compaction shall be corrected to the satisfaction of the designated representative.

The compacted aggregate material shall be placed in layers of uniform thickness with an approved spreader.

Layer thickness generally shall not exceed 5 inches after compaction. When vibrating or other approved types of special compacting equipment are to be used, approval may be given for increasing the permissible thickness of layers, provided the ability of such equipment to achieve acceptable compaction to the full layer depth is demonstrated. When the course is constructed in more than one layer, the previously constructed layers shall be cleaned of loose and foreign matter. The water content of the material shall be maintained during placement at the optimum percentage (1 – ½%) as determined by ASTM D 1557.

Compaction – While at optimum moisture (1 – ½%) the compacted aggregate shall be compacted with equipment capable of obtaining the desired density to the full depth. The rolling shall continue until the base is compacted to not less than 100% of the maximum dry density as determined in accordance with AASHTOT99.

Finishing – The surface of the compacted aggregate shall be finished by blading or with automated equipment especially designed for this purpose and rolled with a steel-wheeled roller. In no case will thin layers of fine materials be added to the top layer of the base course in order to meet the grade.

Surface Finish Tolerances – The surface of the completed crushed stone base shall not show any deviation in excess of ½ inch when tested with a 12 foot straight edge. The completed thickness of the base shall be within ½ inch plus or minus of the thickness indicated, and the average thickness shall not be less than the design thickness.

Maintenance – The base shall be maintained in a condition that will meet all specification requirements until the work is accepted.

3. PAYMENT

Payment will be made at the unit price as indicated below:

<u>Pay Item</u>	<u>Pay Unit</u>
Compacted Aggregate, No 53.	Ton

TP24 – DISPOSAL OF UNSUITABLE MATERIAL

GENERAL

- (a) No temporary Right-of-Way has been provided on this contract for disposal of unsuitable material. The disposal of any peat and/or any other unsuitable soil that might be encountered throughout the length of the project shall be in accordance with all applicable requirements of 203.12.
- (b) Excess material left over after placement as set out in 203.12 shall be disposed of outside the Right-of-Way with no additional payment.
- (c) Excess material may be utilized as “topsoil” where appropriate.

TP25 – RECORD DRAWINGS

GENERAL

Record Drawings shall be required.

The Contractor shall provide the Owner with two (2) neatly prepared and reproducible sets of record drawings and two (2) complete sets in PDF format on a CD or DVD. Owner shall provide one set of each to County.

MINIMUM RECORD DRAWING REQUIREMENTS

Record drawings shall include the following, but not be limited to:

- 1) Installed structure locations (including GPS coordinates) and elevations
- 2) Elevations of installed improvements at regular intervals not to exceed 50 feet, i.e., curb and gutter, pavement centerline, swales and ditches, etc.
- 3) Detention/Retention basin elevations with constructed capacity
- 4) Any other newly constructed or reconstructed features pertinent to the project

Record drawing preparation shall be incidental to the contract.

Additional record drawing requirements may be required by INDOT and COUNTY.

TP26 – MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)

GENERAL

Wherever in the Contract Documents reference is made to the Manual on Uniform Traffic Control Devices, MUTCD, it shall be interpreted to mean the 2011 Indiana Manual on Uniform Traffic Control Devices. All signage and pavement markings shall comply with the MUTCD and/or INDOT requirements for construction. Payment for each sign or pavement marking material will be noted in each line item specified.

TP27 – COORDINATION CLAUSE

Contractor shall coordinate the work on this project with any other public works projects that may be taking place within the vicinity of the project site, or that are seen to, or are expected to have an effect on this project or that this project has on another. This includes coordination with projects funded by Elkhart County, Elkhart City, other utilities or INDOT.

TP28 – EXISTING TRAFFIC CONTROL DEVICES

GENERAL

- (a) This work shall consist of the removal and delivery to the County of all roadway signs and delineators that are to be removed and not reused in this contract. These items are to be delivered to the location specified by the Engineer. This work will not be paid for separately, but shall be included in the cost of other items.
- (b) Signs not required to be removed, or are planned for reuse, that are damaged by the Contractor shall be replaced by the Contractor.
- (c) All existing regulatory signs shall be maintained at all times during construction. For questions that should arise, the Engineer will be notified.
- (d) For all other signs that are to be disturbed, the County will be notified as to the reinstallation of these signs.
- (e) All existing traffic signals, masts, poles and other hardware if removed must be salvaged and maintained in good condition by the Contractor. The County has salvage rights for all removed items if not reused in the course of constructing this project.

TP29 – SUBGRADE TREATMENT

DESCRIPTION

Areas with inadequate soils may require subgrade treatment. These areas will be identified by the Engineer during the course of the project through proof rolls or other means. The Engineer will direct the Contractor in an appropriate treatment that may consist of excavation and replacement of the inferior soils with No. 2 Compacted Aggregate, No. 53 Compacted Aggregate, Geogrid, or combinations of some or all of the above.

MATERIALS

The materials used shall conform to the Geogrid specification as listed in this document. Aggregate shall conform to the INDOT specifications in effect at the time of bidding for the aggregate classes identified.

CONSTRUCTION

Remove the soil in areas designated by the Engineer, to the depth specified. Place aggregate and/or geogrid as directed.

BASIS OF PAYMENT

Compaction and/or placement of the materials used for subgrade treatment shall be included in the unit price of those items.

<u>Pay Item</u>	<u>Pay Unit</u>
Subgrade Treatment, Type IC	SYD
Subgrade Treatment, Type II	SYD

TP30 —HMA PAVEMENTS

Mainline and shoulder pavements shall conform to INDOT Standard Specifications section 401. PG Binder grades used in each mixture type shall conform to section 401.04.

Pavement in areas covered by INDOT permit shall meet the requirements of that permit.

<u>Pay Item</u>	<u>Pay Unit</u>
QC/QA-HMA, 4, 76, Surface, 9.5 mm	TON
QC/QA-HMA, 4, 76, Intermediate, 19.0 mm	TON
QC/QA-HMA, 4, 76, Base, 25.0 mm	TON

TP31 – PCCP FOR APPROACHES

GENERAL

The PCCP for Approaches construction shall be in accordance with INDOT Specification 610. The thickness shall be designated on the plans. Approach shall be placed on a prepared subbase of six (6) inches of compacted aggregate, No. 53. Aggregate will be paid for separately.

METHOD OF MEASUREMENT

PCCP for Approaches will be measured by the square yard and paid for as set forth in the proposal.

<u>Pay Item</u>	<u>Pay Unit</u>
PCCP for Approaches, 9"	SYD

TP32 – CONCRETE CURB AND GUTTER

GENERAL

Concrete Curb and Gutter construction shall be in accordance with INDOT Specification 605. Expansion material is required at all cold joints, point of curvatures, point of tangencies, alignment changes, and at 80' intervals in all areas. Transverse control joints shall be placed at equal intervals not to exceed ten (10) feet. Where abutting existing curb, the new curb height shall be adjusted during the last ten (10) feet to match the existing curb profile. The only acceptable method of curing will be white membrane. All concrete shall be membrane-cured regardless of weather conditions. Concrete Curb, as a pay item, stops at the commencement of any concrete approach. For a concrete approach with a wing, this is at the beginning of the wing. For an approach with a radius, the approach ends and the curb begins at the tangent point of the radius of the approach and the curb line. (Running a curb slip-forming machine through a concrete approach will not be considered in the quantity for curb). Areas disturbed during the removal and replacement of curb shall be restored in accordance with the plans. If disturbance is outside of the construction limits shown in the plans, the areas shall be restored to original or better condition. All costs associated with this restoration shall be included in the unit price for the concrete curb.

METHOD OF MEASUREMENT

Concrete Curb and Gutter will be measured by the lineal foot and paid for as set forth in the proposal.

<u>Pay Item</u>	<u>Pay Unit</u>
Concrete Curb and Gutter	LFT

TP33 – INSPECTION AND TESTING

1. LABORATORY INSPECTION AND TESTING

(a) All collection, laboratory inspection and testing of materials shall be performed as required under Article 106.02 of the Standard Specifications except as modified herein. It is the responsibility of the Contractor to see that all work is performed as required herein. The collection, laboratory inspection and testing of materials shall be performed by an independent testing laboratory.

(b) The minimum number of samples and/or tests will be in accordance with INDOT's "Manual for Frequency of Sampling and Testing and Basis for Use of Material" unless superseded by the Technical Provisions and Supplementary Specifications for this project. This manual is available for review at INDOT's Office of the Division of Materials and Tests.

(c) The cost of this work shall be included in the bid price of other items.

(d) The Engineer, or the Engineer's Authorized Representative, may require that collection, laboratory inspection and testing of materials be performed in addition to the minimum number of tests required as described above. A written order will be provided to the Contractor requesting the additional work. Payment for the additional collection, laboratory inspection and testing of materials will be made either by change order or under the item allowance for Inspection and Testing if included in the contract. All test results shall be given to the owner/inspector in a timely manner.

(e) For paving packages only, Contractor will be required to take one sample per Mix Design of asphalt from behind paver for EACH road segment in excess of 800 total tons total.

TP34 – MONUMENTS

Any survey monuments disturbed or needing replaced during the course of construction will be considered an incidental cost and included in earthwork for any monuments located outside of the pavement area. For those located in the pavement, the cost of replacement shall be included in the cost of asphalt quantities.

TP35—EROSION CONTROL

Payment of Temporary Erosion Control pay items shall not exceed 80% of the total for each item until the Rule 5 Final Inspection has been completed and the Notice of Termination has been approved. The three-year maintenance period of the project (covered by the maintenance bond) may not begin until Rule 5 Notice of Termination has been received.

Pay Item

Pay Unit

Erosion Control

LSUM

TP36—MULCHED SEEDING AND SODDING

Paper Mat shall not be allowed for mulching.

Seed mix shall be INDOT type 'R' unless otherwise specified on the plans.

Pay Item

Pay Unit

Mulched Seeding, Type R

SYD

TP37 - PROFILOGRAPH

Pavement smoothness will be in accordance with INDOT Specification 401.18. Corrections needed to achieve the smoothness required in the INDOT Specifications will not be paid for directly and shall be included in the cost of other items. No bonus will be paid for surpassing the smoothness requirements.

Pay Item

Pay Unit

Profilograph, HMA

LSUM

TP38 – ADJUST VALVE TO GRADE

GENERAL

This work shall consist of the adjusting valves to proposed grades. The adjustment shall be in accordance with INDOT Specification 720.

METHOD OF MEASUREMENT

The item shall be measured by each valve properly adjusted to grade.

Pay Item

Pay Unit

Adjust Valve to Grade

EA

TP39 – ADJUST CASTING TO GRADE

GENERAL

This work shall consist of the adjusting castings to proposed grades. The adjustment

shall be in accordance with INDOT Specification 720. Only solid risers may be used to adjust castings.

METHOD OF MEASUREMENT

The item shall be measured by each casting properly adjusted to grade.

<u>Pay Item</u>	<u>Pay Unit</u>
Adjust Casting to Grade	EA

TP40 –SIGNS

GENERAL

Signs shall include installing new signs and relocating existing signs. Signs shall be in accordance with INDOT Specification 802. The cost of all bolts, brackets and appurtenances for mounting the signs will not be paid for separately but shall be included in the cost of the item.

METHOD OF MEASUREMENT

The various items will be paid for as set forth in the proposal.

<u>Pay Item</u>	<u>Pay Unit</u>
Sheet Sign, 0.100”	SFT

TP41 –TRAFFIC SIGNAL REALIGN

GENERAL

Traffic Signal Realign shall include realigning the existing traffic heads. Traffic Signal Realign shall be in accordance with INDOT Specification 805.

METHOD OF MEASUREMENT

The various items will be paid for as set forth in the proposal.

TP42 –TRAFFIC SIGNAL HEADS

GENERAL

Traffic Signal Heads shall include installing the new 3 Section Left Turn Signal Heads. Traffic Signal Heads shall be in accordance with INDOT Specification 805.

METHOD OF MEASUREMENT

The various items will be paid for as set forth in the proposal.

TP43 – PAVEMENT MARKINGS, REMOVE

GENERAL

Pavement markings removals shall include removing conflicting pavement markings in its entirety. Removals shall be in accordance with INDOT Specification 808. Grinding or waterblasting will be permitted for removal. Removal shall completely remove the existing pavement marking.

METHOD OF MEASUREMENT

The various items will be paid for as set forth in the proposal.

<u>Pay Item</u>	<u>Pay Unit</u>
Line, Remove	LFT

TP44 – PAVEMENT MARKINGS

GENERAL

This work shall consist of applying all pavement markings as shown in the plans. All pavement markings shall be in accordance with INDOT Specification 808. Pavement markings on asphalt pavement shall be thermoplastic markings. Thermoplastic markings shall be applied in molten form by conventional extrusion when the pavement and ambient air temperature are minimum of 50 degrees Fahrenheit and rising, or by ribbon type extrusion or spray when the pavement and ambient air temperatures are a minimum of 50 degrees Fahrenheit and rising. Heat bonded preformed thermoplastic may be used for transverse or message markings. The material shall be warranted to retain its color and adherence to the pavement for 180 days from substantial completion. All pavement markings shall be in accordance with the Indiana MUTCD.

METHOD OF MEASUREMENT

Pavement message markings will be measured by each unit properly installed and pavement marking lines will be measured by linear foot of thermoplastic markings.

<u>Pay Item</u>	<u>Pay Unit</u>
Pavement Message Marking, Thermoplastic, "ONLY"	EA
Pavement Message Marking, Thermoplastic, Right Turn Arrow	EA
Line, Thermoplastic, Solid, White 4"	LFT
Line, Thermoplastic, Solid, Yellow, 4"	LFT
Transverse Marking, Thermoplastic, Solid, White, 24"	LFT

TP45 – GROOVING FOR PAVEMENT MARKINGS

GENERAL

All grooving for pavement markings shall be in accordance with INDOT Specification 808. The pavement shall be grooved prior to the placement of longitudinal durable pavement markings. The groove or recess shall be installed in a single pass using dry cut equipment that utilizes diamond cutting blades and that is approved by the pavement marking manufacturer. If there are no markings on the pavement a guide line shall be placed using paint without glass beads as a template for the grooving operation. The groove shall be at least 1 in. and no more than 2 in. wider than the pavement marking to be placed. The Contractor may leave a gap in the grooving for longitudinal lines that delineate the radii of lane usage transitions, driveways, intersections, or adjacent to a curb that does not have a curb offset to the marking of at least 12 in.

The depth of the groove shall be in accordance with the manufacturer's recommendations and shall be at minimum 5 mils greater than the thickness of the marking material including exposed glass beads, up to a maximum allowable depth of 150 mils. A continuous groove shall not be allowed for broken or dotted lane lines. The groove may extend up to 3 in. at either end of a lane line. Grooves shall be no closer than 2 in. to the edge of a longitudinal joint.

The grooved surface shall be cleaned with vacuuming equipment immediately following the grooving operation. The surface shall be clean and dry prior to pavement marking installation. The finished groove surface shall have a fine corduroy-like appearance with a maximum variation in depth of 10 mils.

Grooved durable pavement markings shall be warranted to retain retroreflectivity. The warranty period shall be two years beginning with the substantial completion date for the contract. The retained retro-reflectivity, $mcd/m^2/lx$, as determined by ITM 931 shall meet or exceed the minimum values at all times during the warranty period. During year 1, white and yellow thermoplastic shall meet or exceed 225 and 150, respectively. During year 2, white and yellow thermoplastic shall meet or exceed 175 and 125, respectively. If more than 5% of a unit or 5% of the total fails, the failed portion shall be replaced. All pavement markings required to be replaced under the terms of this warranty shall be replaced within 60 days of the notification of failure.

METHOD OF MEASUREMENT

Grooving for Pavement Markings will be measured as the total length of grooving for each pavement marking line in linear feet. Guide lines for grooving operations will not be paid for separately but shall be included in the cost of Grooving for Pavement Markings. Grooving for Pavement Markings will be paid for at the contract unit price per linear foot.

Pay Item

Pay Unit

Grooving for Pavement Markings

LFT

TP46 – PLANTING TREES

GENERAL

This work shall be done in accordance with the requirements of local authorities, and as listed below. The work consists of furnishing and installing all trees, fine grading and all related items necessary to complete the work described in the plans and provide maintenance in accordance with the plans and specifications. Tree plantings shall be completed by a single firm specializing in landscape work.

Ship trees with certificates of inspection required by governing authorities. Comply with regulations applicable to trees. If specified trees are not obtainable, submit to Landscape Architect proof of non-availability and a proposal for use of equivalent material. If authorized, adjustment of contract amount will be made. Package standard products with manufacturer's certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agriculture Chemists, wherever possible.

Trees shall be grown in a recognized nursery in accordance with good horticultural practice. Provide healthy, vigorous stock free of disease, insects, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions or disfigurement. Landscape Architect reserves the right to inspect trees either at place of growth or at site before planting, for compliance with requirements for name, variety, size and quality.

Contractor shall submit planting schedule showing scheduled dates for planting. Contractor shall submit schedule for maintenance as specified.

Onsite excavated topsoil may be reused, subject to engineer's approval. If there is not enough suitable topsoil onsite, the Contractor shall haul in material from an approved off site location.

Plant mixture shall consist of 2/3 pulverized topsoil, 1/3 peat moss and fertilizer. This mixture shall be used for all trees. Peat shall be 100% sphagnum peat composed of not less than 95% decomposed organic matter by weight on oven dried basis. Peat shall be delivered in a workable condition free from lumps. Fertilizer shall be delivered to the site in unopened original containers each bearing name and address of manufacturer and name brand or trademark with guarantee analysis. Any fertilizer becoming caked or otherwise damaged will not be accepted. Fertilizer for all plantings shall be a high quality "root stimulator" starter type fertilizer with a ratio of 3-32-16 or manufacturer equivalent. Add fertilizer at a rate as per manufacturer's recommendation. Provide trees complying with recommendations and requirements of ANSI Z60.1 "Standard for Nursery Stock" as

specified. Requirements for the measurement, branching, balling, and burlapping as recommended by American Association of Nurserymen, Inc. Provide single stem trees except where special forms are shown or listed.

Trees shall be wrapped immediately after planting. Tree wrap tape not less than 4 inch designed to prevent bore damage and winter freezing. Prior to wrapping, the tree trunks shall be inspected by Engineer for injury and shall be free of insect or disease.

All plantings shall be mulched within 5 days after planting. Mulch to be finely shredded hardwood bark, free of sticks and foreign matter. Submit sample for approval. Areas to receive mulch shall be graded so that the mulch, after settlement to the specified depth shall be level with the adjacent finish grades.

Deliver packaged materials in containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery and while stored at site. Provide freshly dug trees. Do not prune prior to delivery. Do not bend or bind tie trees or shrubs in such manner as to damage bark, break branches or destroy natural shape. Provide protective covering during delivery. Deliver trees only that are to be planted immediately for section in which contractor is working. If planting is delayed more than 6 hours after delivery, set trees in shade, protect from weather and mechanical damage, and keep moistened. Proceed with and complete landscape work rapidly, working within seasonal limitations for each kind of landscape work required. Thoroughly water each section of trees prior to moving to next section.

Determine location of underground utilities and perform work in a manner which will avoid possible damage. Hand excavate, as required. Contact all utility companies prior to excavation to verify utility location. Notify Landscape Architect if relocation of tree is required prior to relocation. Remove all exposed debris and boulders or stones in tree planting locations. If adverse drainage conditions exist, notify Landscape Architect before planting.

Plant trees during normal planting seasons for each type of landscape work required. Correlate planting with specified maintenance periods to provide maintenance as specified.

Before mixing, clean topsoil of roots, plants, sods, stones, clay lumps, and other extraneous materials harmful or toxic to plant growth. Mix specified soil amendments and fertilizers with topsoil at rates specified. Delay mixing of fertilizer if planting will not follow placement of planting soil within a few days.

Lay out individual tree locations and areas for multiple plantings. Stake locations and outline areas prior to start of planting for each section. Make minor adjustments as may be requested. If major discrepancies occur contact the Landscape Architect prior to planting. Tree pits to be excavated two times wider than diameter of ball. Trees entire rootball shall be planted in prepared planting mixture. Excavate pits with vertical sides and with bottom of excavation slightly raised at center to provide proper drainage. Loosen

hard subsoil in bottom of excavation. For balled and burlapped (B&B) trees, make excavations at least twice as wide as the ball diameter and equal to the ball depth, plus following allowance for setting of ball on a layer of compacted backfill. Dispose of all subsoil removed from tree excavations if soil contains elements not suitable for backfill material. Fill excavations for trees with water and allow to percolate out before planting. Set balled and burlapped (B&B) or container grown stock on layer of compacted planting soil mixture or existing subgrade, plumb and in center of pit or trench with top of ball at same elevation as adjacent finished landscape grades. Remove all wire, string and burlap from top half of balls; retain on bottoms. When set, place additional planting mixture around base and sides of ball, and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly before placing remainder of planting mixture. Repeat watering until no more is absorbed. Water again after placing final layer of planting mixture. Dish top of backfill to allow for mulching. Mulch pits. Provide not less than specified thickness of mulch and finish level with adjacent finish grades.

If deciduous trees are moved in full leaf, spray with anti-desiccant at nursery before moving and again two weeks after planting. Prune, thin out and shape trees in accordance with standard horticulture practice. Prune trees to retain required height and spread. Unless otherwise directed by Engineer, do not cut tree leaders, and remove only injured or dead branches from flowering trees if any. Remove and replace excessively pruned or misformed stock resulting from improper pruning.

Wrap tree trunks, excluding multi-stem. Start at ground and cover trunk to height of first branches and securely attach. Inspect tree trunks for injury, improper pruning and insect infestation and take corrective measures before wrapping. Guy and stake all trees including multi-stem, as shown on the plans.

During landscape work, keep pavements clean and work area in an orderly condition. Protect landscape work and materials from damage due to landscape operations, operations by other contractors and trades and trespassers. Maintain protection during installation and maintenance periods. Treat, repair or replace damaged landscape work as directed.

Warrant for a period of one (1) year, following the certificate of substantial completion, all work, against any defects (including death and unsatisfactory growth) as determined by the Landscape Architect. Defects resulting from neglect by the Owner, abuse or damage by others, or unusual phenomena or incidents beyond the Contractor's control are except. Should questions arise concerning the responsibility of replacement, the Landscape Architect shall be the sole judge of the need for replacement.

Remove and replace all work found to be dead or in unhealthy condition during warranty period as determined by Landscape Architect. Replacements shall match adjacent specimens of same species. Replacements are subject to all requirements stated in the contract documents and are subject to review by the Landscape Architect at the project site and should be installed during appropriate planting seasons. Repair grades, paving

and any other damage resulting from replacement planting operations, at no additional cost to the Owner. Replacements made during the warranty period or following review for final acceptance will carry an additional one (1) year warranty beginning at the time of replacement. One (1) year after date of substantial completion the Landscape Architect and the Owner will review the work for final acceptance. Upon satisfactory completion of repairs and / or replacements the Landscape Architect will certify, in writing, final acceptance of the work, which will serve as evidence that Contractor's one (1) year warranty obligations have been met.

The cost of all topsoil, planting mixture, mulch, and other appurtenant items shall be included in the cost of the tree shall be included in the cost of the tree.

METHOD OF MEASUREMENT

The item shall be measured by each tree properly planted.

<u>Pay Item</u>	<u>Pay Unit</u>
Plant, Coniferous Evergreen, 2.5" cal.	EA
Plant, Deciduous Tree, Single Stem, 2.5" cal.	EA

APPENDIX A

For

US 131/CR 2 Intersection Improvement Project

APPENDIX A – PERMITS