

COUNTY OF ELKHART, INDIANA

REQUEST FOR PROPOSALS

For

MIDDLEBURY FIBER REDUNDANCY

County of Elkhart Highway Division

610 Steury Ave. Goshen, IN 46528

Dated April 21, 2020

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Introduction

Request for Proposals

The Elkhart County Commissioners are seeking proposals from qualified contractors and providers of dark fiber to connect Middlebury to Goshen (610 Steury Avenue) and all Middlebury facilities as noted on page 34. The purpose of this request is to determine the availability of existing dark fibers for local governmental organizations and businesses to connect to 610 Steury Ave. Alternatively, qualified contractors are invited to provide the cost of installing dark fiber from Middlebury to Goshen to be owned and operated by Elkhart County Government. It is the County's intent to connect to Middlebury for governmental interests and provide surplus fibers, for a fee, to the public in the interest of economic development.

Proposals will be received from qualified contractors for each alternative.

Objective

Proposals should include the cost of installing dark fiber in Middlebury and back to 610 Steury Ave. Proposals will be received from qualified vendors, contractors, and providers for any of the alternatives listed. Proposals are invited to submit for any or all of the alternatives. Maintenance of the dark fiber supplied is also being sought with the proposals, but is not a required element to submit a proposal. Elkhart County seeks proposals to accomplish the Middlebury fiber expansion with completion to be accomplished on or before the 1st day of October, 2020.

Pre-Proposal Meeting

There will be an optional but recommended pre-proposal meeting on Wednesday, April 29, 2020 at 9:00 a.m. at the Elkhart County Highway Department, 610 Steury Avenue, Goshen, IN 46528. Suppliers and sub-contractors interested in providing a proposal or participating with another supplier submitting a proposal are encouraged to attend.

Terms and Conditions of Request for Proposals ("RFP")

Bid Form

Proposals are to be submitted in sealed envelopes addressed to:

Elkhart County
Attn: Elkhart County Administrator
Elkhart County Administration Building
117 North Second Street
Goshen, IN 46526

The envelope shall be clearly marked "Middlebury Fiber Redundancy." Also include on the outside of the envelope the name and address of the vendor, contractor, or provider ("Supplier"). A noncollusion affidavit shall be executed and provided with the proposal. It is the sole responsibility of the Supplier to see that the proposal is received at the designated date and time. Enclose three (3) identical copies.

Any proposal received after the designated time may be rejected. Amendments may be submitted at a later date, only if solicited by Elkhart County.

No proposals shall be withdrawn after the specified time fixed for opening. Negligence on the part of any Supplier in preparing the proposal confers no right to withdraw the proposal.

Proposal Life

All proposals made in response to this Request for Proposals must remain in effect for a period of at least 90 days after the proposals are opened. Any proposal accepted by Elkhart County for the purpose of contract negotiations shall remain valid until superseded by a contract or until rejected by Elkhart County.

Withdrawal of Bids

Any Supplier may withdraw its proposal either personally or by written request prior to the scheduled time fixed for opening.

After the time fixed for opening, proposals may not be withdrawn.

Questions regarding RFP

All inquiries are to be made in writing to:

Ben Hudson
Highway Department
610 Steury Ave
Goshen, IN 46526

Phone: 574-533-0538

Email: bhudson@elkcohw.org

Taxes

Elkhart County is exempt from all federal, state and local taxes, and will not be responsible for any taxes levied on the Supplier as a result of any contract awarded.

Award of Contract

Award of contract is subject to the right that is reserved by Elkhart County to reject any or all proposals, or any items thereof, and to waive informalities or irregularities in its sole discretion. Elkhart County reserves the right to award the proposal that is in the best interest of Elkhart County with or without further negotiations. Elkhart County also reserves the right to award more than one proposal that is in the best interest of Elkhart County with or without further negotiations.

Evaluations

All proposals will be evaluated by Elkhart County. Proposals will be evaluated for their compliance with state law and with the desired features.

The contract will be awarded to the responsible Supplier whose proposal is determined in writing to be the most advantageous to Elkhart County, taking into consideration price, the quality of the service to be provided, response to desired features, demonstrations, applied usability in a real life situation, and references of like installations using the same or similar network. The most important factor in the evaluation of the proposals will be whether the proposed dark fiber connectivity provides the desired features listed hereinafter in this Request for Proposals. All things being equal, however, relative to the desired features, price will also be a significant consideration in the evaluation of the proposals.

Supplier Information

Include profit and loss statements and balance sheets for the Supplier for the past three (3) years. Audited financial information should be provided if available.

Include company hierarchy, structure of departments, and number of employees per department. Also, explain the department's function. Include a resume for each person who will be assigned to the implementation of the proposal

Subcontractor

Suppliers must identify all subcontractors to be used and work to be subcontracted. Should the Suppliers use subcontractors for portions of the work, Elkhart County reserves the right to reject any subcontractor without explanation or recourse by the Supplier or subcontractor

Supplier Qualifications

The selected Supplier must be fully capable and have previous experience in providing dark fiber optic lines over a fiber optic network as well as at least 5 years experience with any specified networking equipment, and any and all electronic devices providing connectivity for network devices. To ensure the system has continued viability, Elkhart County will contract only with Suppliers having a successful history of sales, installation, service, and support. During the evaluation process, Elkhart County may, with full cooperation of the Suppliers, visit the Suppliers' places of business, observe operations, and inspect records.

Reference List

Elkhart County may, with full cooperation of the Suppliers, visit client installations to observe equipment operations and consult with references. Specified visits and discussion shall be arranged through the Suppliers; however, the Supplier personnel shall not be present during discussions with references. The Supplier should provide a minimum of three (3) reference accounts at which similar work, both in scope and design, have been completed by the Supplier within the last five years.

Include a reference list of contact names, addresses, and phone numbers of other entities using the same or similar dark fiber optic network installation. If possible, include public entities within the State of Indiana.

Equal Employment Opportunity

In connection with the execution of a contract, the Supplier and subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin, marital status, or veteran status. The Supplier shall take affirmative action to ensure that minority and disadvantaged applicants are employed and employees are treated during their employment without regard to race, religion, color, sex, age, national origin, marital status, or veteran status.

Compliance with laws and Regulations

The Supplier shall comply with applicable federal, state, and local laws, rules, and regulations. The Supplier shall give required notices, shall procure necessary governmental licenses and permits and inspections, and shall pay without burden to Elkhart County all fees and charges in connection therewith unless specifically provided otherwise. In the event of violation, the Supplier shall pay all fines and penalties, including attorney's fees and other defense costs and expenses in connection therewith. Payment may be withheld by Elkhart County until all applicable laws and regulations have been fully satisfied.

Federal Communications Commission

Equipment requiring FCC registration or approval shall have received such approval and shall be appropriately identified.

Codes, Standards, and Ordinances

All installations shall conform to the latest year edition of the National Electrical Code, the Building Code, and all local codes and ordinances, as applicable.

Indemnification

Supplier shall indemnify and hold harmless Elkhart County, its officers, employees, and agents from and on account of any injuries or damages, received or sustained by any person or persons during or on account of any operation connected with the contract; or by consequence of any negligence (excluding negligence by Elkhart County, its agents, officers, or employees) in connection with the same; or by use of any improper materials or by or on account of any act or omission of said Supplier or its subcontractors, agents, servants or employees. The Supplier further agrees to indemnify and hold harmless Elkhart County, its officers, employees, and agents, against claims or liability arising from or based upon the violation of any federal, state, county, city or other applicable laws, bylaws, ordinances, or regulations by the Supplier, its agents, associates, or employees.

The indemnification provided above shall obligate the Supplier to defend at its own expense or to provide for such defense, at Elkhart County's option, of any and all claims or demands of liability and all suits and actions of every name and description that may be brought against Elkhart County which may result from the operations and activities under the contract, whether the installation and operations be performed by the Supplier, subcontractor, or by anyone directly or indirectly employed by either.

The award of the contract to the Supplier shall obligate the Supplier to comply with the foregoing indemnity provision; however, the collateral obligation of insuring this indemnity must also be complied with as set forth below.

Liability and Insurance

The Supplier shall assume the full duty, obligation, and expense of obtaining and maintaining required insurance.

Insurance Coverage

The Supplier shall be fully liable to provide and maintain in force during the life of the contract, such insurance, including Public Liability Insurance, Product Liability Insurance, Auto Liability Insurance, Workman's Compensations and Employer's Liability Insurance as will assure to Elkhart County the protection contained in the foregoing indemnification provisions undertaken by the Supplier.

General Liability

The Supplier must have General Liability Insurance as shall protect Elkhart County, the Supplier, subcontractor, agents, and employees from claims for damages. The limits of liability provided by such policy shall be no less than One Million Dollars (\$1,000,000.00) per occurrence combined single limit bodily injury and property damage, and an amount not less than Five Million Dollars (\$5,000,000.00) aggregate.

Product Liability

The Supplier must have Product Liability or Completed Operations Insurance with bodily injury limits of liability of not less than One Million Dollars (\$1,000,000.00) per person; One Million Dollars (\$1,000,000.00) per occurrence; and Five Million Dollars (\$5,000,000.00) aggregate.

Auto Liability

The Supplier must have Auto Liability Insurance with bodily injury limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and property damage limits of not less than Two Million Dollars (\$2,000,000.00)

Workman's Compensation & Employer's Liability

The Supplier must have Worker's Compensation and Employer's Liability Insurance as required in the State of Indiana.

Claims

In any and all claims against Elkhart County or any of its officers, employees, and agents by any employee of the Supplier, any subcontractor, or anyone directly or indirectly employed by any of the contracting parties or anyone for whose acts any of them may be liable, the above referenced indemnification obligation shall not be limited in any way by any limitation on the amount or types of damages, compensation acts, disability benefit acts, or other employee benefit acts.

Terms and Conditions for Maintenance/Repair

Supplier may offer a proposal with services to be responsible for all fiber optic cable maintenance, including "locating" of any buried cable.

Maintenance services, when offered, will require response by telephone to begin problem resolution within one (1) hour of initial call by Elkhart County during Normal Business Hours and two (2) hours at all other times.

"Normal Business Hours" are defined as Monday through Friday 7:30 AM - 5:00 PM, excepting generally accepted holidays (to be fully defined during contract negotiations). "All Other Times" means 24 hours per day, seven days per week, excepting only major holidays (to be fully defined during contract negotiations).

In all cases, maintenance providers must notify Elkhart County immediately upon repair and resolution.

Maintenance providers will be responsible to keep records of all communications with Elkhart County.

Elkhart County reserves the right to have cable repairs certified by an outside party.

Service includes parts and labor (on-site if needed) for the full-term of the contract.

A problem escalation procedure will be developed between Elkhart County and any maintenance provider.

Proposal Preparation and Submission Requirements

Suppliers must submit a complete response to this RFP in order to be considered. Three (3) original copies of each proposal shall be submitted to Elkhart County no later than January 22, 2019. Any exceptions to the requirements in this RFP must be specifically identified in a separate section of the Supplier's Proposal.

Oral Presentation

Suppliers responding to the RFP may be required to give an oral presentation of their proposal to Elkhart County. The purpose of the oral presentation will be for the Supplier to elaborate on its proposal and to provide clarity for Elkhart County. No negotiation will take place at this presentation. The time and date of the presentation, if required, will be announced. Oral presentations are solely an option for Elkhart County and may or may not be conducted.

Specific Requirements

Suppliers should provide a thorough and as detailed proposal as possible such that Elkhart County will have the proper information by which to evaluate responses. Specifically, Suppliers are required to submit the following information as a complete proposal:

The documents should be prepared, labeled and arranged as follows:

1. Cover Letter
2. Management Summary of Proposal including overview and summary of costs
3. Detailed Scope of Middlebury Redundancy connectivity
4. References
5. Formal Supplier detailed response to Request for Proposals
6. Term Sheet (See Exhibit A attached to this Request for Proposals)
7. Signature Page
8. Additional Supplier Addendum, if any.
9. List of exceptions to RFP requirements
10. Non-collusion Affidavit (See Exhibit B attached to this Request for Proposals)

Required Supplier Attachments to RFP Response:

1. Bid Bond
2. Supplier's Manager's Certificates
3. Engineer Certificate(s)
4. Samples of Warranty Certificates on all work
5. Certificates of insurance covering Workers Compensation, Employer's Liability, Product Liability, Auto Liability, and General Liability
6. Digital Media of Proposal (with company name on label)
7. Scope of Work to be performed
8. In-depth description of terms. Include a copy of sample agreements
9. Proposed schedule of work, listing start and completion timeframe for key milestones, as well as any phases showing differing completion timeframes for various facilities or areas. Timeframes should indicate relative project completion times and not focus on specific dates. Specific dates will be fully defined during contract negotiations.
10. Diagram of proposed system showing fiber routing

Evaluation and Award of Responses

Elkhart County may at its discretion and at no fee to Elkhart County, invite any Supplier to appear for questioning during response evaluation for the purpose of clarifying statements in the response.

Right to Reject

Elkhart County reserves the right to accept or reject any and all proposals or sections thereof. In addition, Elkhart County reserves the right to award without further discussion. Therefore, responses should be submitted initially with the most favorable terms that the Supplier could propose.

Evaluation Criteria

The criteria for selection of the Supplier will entail numerous considerations. Elkhart County reserves the right at any time to request documentation or additional information/clarification on any of the following criteria: Supplier qualifications; Supplier understanding of the project scope of work and overall goal; Supplier compliance with specifications detailed in RFP; Supplier demonstrated ability to perform; cost; potential for future growth/capacity; service and maintenance standards; history of performance reliability; redundancy offered by Supplier with dark fiber connectivity; maintenance and other recurring costs; agreement terms; length of agreement and renewal options, and completion date.

Award of Contract

The award of the contract will be based upon the criteria noted in the Evaluation Criteria above as well as any oral presentations should they occur. Elkhart County will select and award the project to the Supplier found best meeting the evaluation criteria.

Elkhart County reserves the right to cancel this RFP, reject submitted proposals, or portions of proposals at any time prior to the awarding of the contract. Elkhart County is not required to provide a statement of reason as to why any proposal is deemed as not being most advantageous to the goals of Elkhart County. Elkhart County is not obligated to commit to any products or services as a result of the publication of this document. All proposed solutions will be presented to Elkhart County for final approval.

Advertising

The Supplier agrees not to use the results from this RFP as a part of any commercial advertising without prior written approval of Elkhart County.

Contracts

Include sample contracts with your response. The sample contract should include language for inclusion of the terms and provisions of this Request for Proposals. A liquidated damages clause of Five Hundred Dollars (\$500.00) per day pertaining to any delay in performing the contract will also be required.

Maintenance Warranty

The maintenance provider will warrant dark fiber to be available 99.99% of the time, to be measured on a quarterly basis or more frequently at Elkhart County's discretion. The maintenance provider may propose a force majeure clause to be a part of any contract which applicable would not constitute a violation of the 99.99% availability warranty. The maintenance provider may also propose a quantity of time which they would need on an annual basis to maintain, repair, replace, or upgrade any part of the dark fiber optic lines and associated equipment with such time when utilized not constituting a violation of the 99.99% availability warranty. Such time utilized for maintenance, repair, replacement, or upgrade shall be scheduled to occur at times other than Normal Business Hours whenever possible.

Defects which may occur as the result of faulty materials or workmanship within the term of the agreement shall be corrected by the Supplier at no additional cost to Elkhart County. The Supplier shall promptly, at no cost to Elkhart County, correct or re-perform (including modifications or additions as

necessary) any non-conforming or defective work during the term of the agreement. The period of the Supplier's warranty(ies) for any items herein are not exclusive remedies, and Elkhart County has recourse to any warranties of additional scope given by the Supplier to Elkhart County and all other remedies available at law or in equity. The Supplier's warranties shall commence with acceptance of/or receipt of final payment, whichever date occurs first.

The Supplier shall obtain for the benefit of Elkhart County equipment and materials warranties against defects in materials and workmanship to the extent such warranties are reasonably obtainable. This warranty shall in no manner cover equipment that has been damaged or rendered unserviceable due to negligence, misuse, acts of vandalism, or tampering by Elkhart County or anyone other than employees or agents of the Supplier. The Supplier's obligation under its warranty is limited to the cost of repair of the warranted item or replacement thereof, at the Supplier's option. Insurance covering said equipment from damage or loss is to be borne by the Supplier.

All materials, equipment, parts and labor shall be warranted as to defects in materials and workmanship for the entire length of the contract. The Supplier shall, upon notification of any malfunction, make the necessary repairs, including labor and materials, at no cost to Elkhart County.

Price Quotations

A. Government Use.

Elkhart County seeks a price quotation for a contract in which the Supplier would provide the dark fiber optic lines required by this RFP for governmental use of the dark fiber. Price quotations for the dark fiber optic lines required by this RFP are to include the furnishing of all materials, equipment, training manuals, tools, and the provision of all labor and services necessary or proper for the supplying of the dark fiber optic lines, priced per pair, through a:

1. License;
2. Lease;
3. Lease-purchase; or
4. Purchase

Elkhart County will not be liable for any costs beyond those proposed herein and awarded.

Price quotations may also be accompanied by an isolated, optional, annual maintenance fee. The maintenance fee shall cover services necessary to locate, repair, maintain, and replace the dark fiber optic lines and all associated equipment.

In case of discrepancy in computed proposal prices, the lowest combined value of individual unit costs shall prevail.

B. Not-For-Profit Use

Elkhart County seeks a price quotation for a contract in which the Supplier would provide the dark fiber optic lines required by this RFP for not-for-profit use whereby Elkhart County could assign or sub-license or sub-lease the dark fiber optic lines to private non-profit entities for nonprofit purposes. Price quotations for the dark fiber optic lines required by this RFP are to include the furnishing of all materials,

equipment, training manuals, tools, and the provision of all labor and services necessary or proper for the supplying of the dark fiber optic lines, priced per pair, through a:

1. License;
2. Lease;
3. Lease-purchase; or
4. Purchase.

Elkhart County will not be liable for any costs beyond those proposed herein and awarded.

Price quotations may also be accompanied by an isolated, optional, annual maintenance fee. The maintenance fee shall cover services necessary to locate, repair, maintain, and replace the dark fiber optic lines and all associated equipment.

In case of discrepancy in computed proposal prices, the lowest combined value of individual unit costs shall prevail.

C. Economic Development Use

Elkhart County seeks a price quotation for a contract in which the Supplier would provide the dark fiber optic lines required by this RFP for economic development use whereby Elkhart County could assign or sub-license or sub-lease the dark fiber optic lines to private entities for commercial purposes and to offer lit services to end users. Price quotations for the dark fiber optic lines required by this RFP are to include the furnishing of all materials, equipment, training manuals, tools, and the provision of all labor and services necessary or proper for the supplying of the dark fiber optic lines, priced per pair, through a:

1. License;
2. Lease;
3. Lease-purchase; or
4. Purchase

Elkhart County will not be liable for any costs beyond those proposed herein and awarded.

Price quotations may also be accompanied by an isolated, optional, annual maintenance fee. The maintenance fee shall cover services necessary to locate, repair, maintain, and replace the dark fiber optic lines and all associated equipment.

In case of discrepancy in computed proposal prices, the lowest combined value of individual unit costs shall prevail.

D. Other Alternatives

Elkhart County is also interested in any other proposals for alternative arrangements whereby a Supplier would provide the dark fiber optic lines required by this RFP to provide fiber optic connectivity to Middlebury with any other or different arrangements. Such proposals for the dark fiber optic lines should include the furnishing of all materials, equipment, training manuals, tools, and the provision of all labor and services necessary or proper for the supplying of the dark fiber optic lines, on a per pair basis.

Such proposals may also be accompanied by an isolated, optional, annual maintenance fee. The maintenance fee should cover services necessary to locate, repair, maintain, and replace the dark fiber optic lines and all associated equipment.

Price Stability

Price(s) shall remain fixed after a contract is executed between the Supplier and Elkhart County. No deviations in maintenance, permit fees, labor cost, or any other increase in fixed or variable cost shall be justification to raise rates at a later date for services contemplated beyond those prices agreed to by the Supplier and Elkhart County in the contract. Fixed prices are not required for renewal terms provided Supplier identifies the limitations on future price increases for renewal terms.

Elkhart County Obligations

Elkhart County shall not be liable for any costs incurred by the respective bidders in submitting a proposal or in anticipation of being awarded a contract. Elkhart County reserves the right to select successful proposals without discussion of the proposals with the Suppliers. Retention of these proposals does not obligate Elkhart County to any action.

Elkhart County reserves the right to select a short list of Suppliers, solicit additional information from them, and enter into competitive contract negotiations with one or more than one of them.

Failure or inability of a bidder to meet any of the requirements of this Request for Proposals will be sufficient reason to disqualify any Supplier.

Instructions

1. Suppliers shall enclose with their proposals full particulars and data concerning items bid. Manufacturer, model numbers, and product description must be included for all items bid.
2. Elkhart County reserves the right to accept the proposal on items or combination of items and to specify more or less than the quantities indicated. Elkhart County also reserves the right to reject any or all proposals, or any items thereof.
3. Regular warranty information and extended warranty information and prices shall be included with the proposal, if available.
4. Information may also be provided pertaining to service, availability of parts, as well as information about authorized repair personnel. Such information should also pertain to service turnaround time for service calls and correction of defects.
5. All shipping and supply costs are to be included in the proposal price.

6. Elkhart County will make the sole determination as to the responsible offer or whose proposal is determined in writing to be the most advantageous to Elkhart County.

Bid Bond

A bid bond or certified check in the amount of five percent (5.00%) of the proposal cost must accompany the proposal. Company checks will be accepted only if certified. The bid bond is to be made payable to the Elkhart County Commissioners. The bid bond is returned if said bid is:

1. Rejected by Elkhart County; or
2. Accepted and Supplier has executed and delivered a contract properly completed, in accordance with said proposal and the requirements herein.

Technical Specifications

TP1 - GENERAL PROVISIONS

GENERAL

The following Technical Provisions are in addition to the Indiana Department of Transportation 2016 "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 2016 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 - TIME OF COMPLETION

GENERAL

Work on this Contract shall not begin prior to notice to proceed. The Contractor shall begin on or after **May 15, 2020 and shall complete all work no later than October 1, 2020.**

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.

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 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 is defined as the conduit and fiber in place, spliced as needed, and useable by the Owner for their purposes.

TP3 - UTILITIES

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

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.

TP4 - 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 Right-of-Way with approval from Owner.

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.

TP5 - HAZARD COMMUNICATIONS PROGRAM

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.

TP6 - ENVIRONMENTAL RESTRICTIONS

GENERAL

All trees or shrubs outside the construction limits shall not be disturbed.

Construction limit is defined as the Right-of-Way line unless otherwise shown on the plans.

PERMITS

Regulatory permits for this project to be obtained by the OWNER currently are as follows:

NONE

The CONTRACTOR is responsible for securing all other permits that may be required for this project in accordance with the Standard Specifications.

TP7 - 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 prior

to submitting a bid.

TP8 - 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 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.

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.

All costs of maintaining traffic shall be paid for at the lump sum price, and such price shall include and be full compensation for all costs incurred by the Contractor for maintaining traffic, and as set forth in Sections 104.04 and 108.04 of the Standard Specifications.

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

The Contractor shall give a 24 hr. /day emergency 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.

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. These signs shall be checked on a daily basis and promptly reset as needed.

On roads that have an ADT of 5000 cars per day or greater, advance warning of road construction and / or closure shall be placed 1 week in advance of construction and detour route established.

TP9 - CONSTRUCTION STAKING

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 this item shall be included in the cost of other items and shall include, but may not be limited to, determining the available right-of-way as needed.

TP10 - 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.

TP11 - 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.

TP12 - 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.

TP13 - EARTHWORK

GENERAL

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, embankment 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.

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 or bridge approach embankment, it may be used as allowed by the Engineer.

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.

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

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.

TP14 - DEWATERING

GENERAL

No pay item will be provided for dewatering. Any expenditure for equipment, labor, etc. to provide dewatering of an excavation should be included in the price of the other line items.

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.

TP15 - RECORD DRAWINGS

GENERAL

Record Drawings shall be required for all major projects.

Record Drawings shall be required for minor projects if they include, but not limited to, the following elements: change in road elevations, profile, alignment, small structure improvement, intersection improvement, drainage pipe and structures.

The Contractor shall provide the Owner with two (2) complete sets in PDF and KML format on a CD or DVD.

MINIMUM RECORD DRAWING REQUIREMENTS

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

- 1) Installed structure locations (including GPS coordinates)
- 2) Bore logs with depths noted every 20 feet
- 3) Distance of conduit from the edge of pavement noted every 20 feet
- 4) Installed conduit locations, with GPS coordinates at each change in direction, or every 500 feet along tangent runs.
- 5) Any other newly constructed or reconstructed features pertinent to the project

Record drawing preparation shall be incidental to the contract.

TP16 - MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)

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.

TP17 - 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, neighboring counties, municipalities, utilities or INDOT.

TP18 - 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 reinstatement 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.

TP19 - FIBER OPTIC CABLE

DESCRIPTION

This work consists of furnishing, installing, and testing all necessary equipment and materials to complete a fiber optic communications system in accordance with these Specifications and as shown on the plans or established by the Engineer. There will be the following types of fiber cable as part of the contract;

- 144 strand single mode fiber that will be placed in communications conduit, bored or plowed under the ground or within existing conduit along roadways and paths outlined in the engineering drawings.
- 24 strand single mode fiber that will be placed in communications conduit, bored or plowed under the ground or within existing conduit along roadways and paths outlined in the engineering drawings.

The Engineer's approval or acceptance of materials or work performed shall in no way lessen the

Contractor's responsibility to provide a fully functioning system.

1. General Requirements

- A. Provide all new corrosion resistant materials to be furnished, assembled, fabricated, or installed under this section, and in accordance with the details shown on the Plans and in the Specifications.
- B. Provide outdoor enclosures to withstand hose-directed water, exposure to sand, dust, fungus, and salt atmosphere per MIL-E-5400T, Paragraphs 3.2.24.7, 3.2.24.8, and 3.2.24.9. Provide watertight connections.
- C. Provide identical and completely interchangeable equipment at each field location.
- D. Provide equipment which protects personnel from exposure to high voltage during equipment operation, adjustments, and maintenance.
- E. Provide field equipment which performs to stated specifications over a temperature range of -29.2° to 165° F and a humidity range of 0 percent to 95 percent relative non-condensing.
- F. Comply with working clearances and dedicated spaces per NEC Articles 110, 384 and 800-5, as well as all current NEC articles, and Federal, State and Local regulations.

MATERIALS

Provide materials conforming to the following specifications:

1. Acceptable fiber cable manufacturer is Corning (or approved equal)

2. Components:

A. Fiber Optic Conductors

(1) Single Mode Fiber Optic Cable.

(a) General

(i) Use cable with individual strands that are 8.3/125 micrometers dual window single mode optical fiber.

(ii) Use cable which meets or exceeds the following characteristics:

Maximum Attenuation

<u>Wavelength (nm)</u>	<u>dB/km</u>
1310	0.4
1550	0.3

1310 0.4

B. For Outdoor Fiber Cabling provide cable with the following characteristics:

(1) Loose tube, break-out type

(2) Rated for indoor/outdoor use dielectric cable

(3) Integral strength member

(4) Core filled with dry water blocking compound or water blocking tape

C. For Outdoor Direct Burial Fiber Cabling provide cable with the following characteristics:

(1) Loose tube, break-out type

(2) Rated for outdoor direct burial, armored, rodent-resistant cabling.

(3) Will meet or exceed ANSI/ICEA S-87-640-1999, standard for Optical Fiber Outside Plant Communications Cable.

(4) Cable will have a crush resistance of 250 lbf/in minimum.

D. For Fiber Optic Patch Cords provide components with the following characteristics:

(1) Riser rated, insulated, and jacketed.

(2) Use connectors on equipment side that match provided equipment connector type.

(3) Use connectors on patch panel side that are LC type.

E. For Cross Connect Equipment provide components with the following characteristics:

(1) Patch Panel for Fiber Optic Cable Termination:

(a) Fully outfitted with connector panels to match terminations and in quantity as required to house all strands

(b) Use single mode couplers that are blue in color if required

(c) Where mounted in exterior location (e.g. cabinet locations) use panels that are watertight, re-entenable, and corrosion resistant

(2) Fiber Splice Closure: 3M Fiber Optic Splice Closure 2178-LS (or approved equal)

(a) Sealed and capable of maintaining a pressure of 5 psig.

(b) Constructed of materials that can be submerged in 10 feet or less of water for indefinite periods without degradation or pressure loss.

(c) Fully outfitted with fusion splice trays in sufficient quantity as required to organize and contain all strands.

CONSTRUCTION

1. Installation.

A. Install Fiber Optic Cable using the following requirements:

(1) During installation, do not bend cable to a radius of the cable less than 20 times its outside diameter and do not install such that the installed bend radius of the cable is less than ten times its diameter

(2) Do not exceed the manufacturer's maximum recommended pulling tension of the cable

(3) Follow the manufacturer's guidelines and industry standards on handling and installing the cable

(a) Install fiber optic cable in conduit.

(b) Securely fasten arimid yarn and/or central strength member of fiber optic cable to termination equipment

(c) Provide 50 foot minimum service loop of fiber optic cable in all handholes and vaults

(d) Dress and secure all service loops in a neat and workmanship-like manner to the handhole rack or side structure. Do not place service loops on the handhole floor

B. Outdoor Rated Cables.

(1) Install to comply with NEC 800-11 and all other applicable regulations and practices, including bonding, grounding, and lightning protection according to the contract documents

2. End-to-End Attenuation Test.

A. Test per EIA/TIA-526-14 method B, bi-directionally.

B. Compute a Fiber Optic Loss Budget using manufacturer's advertised loss for cable, connectors, and all other components, such that no tests will be higher than the computed loss budget for any strand.

C. Test at 850nm and 1300nm for multimode, bi-directionally, and 1310nm and 1550nm for single mode, bi-directionally.

D. For OTDR tests, show a complete test including a complete graphic representation of the cable, as well as all associated losses.

E. Include all fiber optic loss budgets and loss budget calculations with test results.

F. Perform all necessary repairs and adjustments, and replace all faulty and/or damaged cables and equipment at no additional cost to the Department.

G. Record and tabulate results of readings from tests and submit a copy of independently certified results to the Engineer. Provide test results in computer printout format of both summary and individual cable test reports on 8.5 inch by 11 inch paper, bound, indexed, and sorted by cable identified in ascending order. In addition, provide all test results and software required to review the results in an electronic comma separated variable (.CSV) or other approved format on CD ROM.

Document all installation activities, including the quantity, brand, model/part numbers, test results of all materials used. Provide installer signed list of the materials installed with the required documentation.

METHOD OF MEASUREMENT

The completed work as described for single mode fiber (SMF) cable will be measured by the linear foot, installed, measured horizontally along the surface from center of handhole to center of handhole, vault, cabinet or other terminating point. Extra cable lengths for the required service loops at handholes, vaults and controller cabinets are considered incidental and will not be included in the measured quantity.

The completed work shall include all necessary excavation, site restoration, fiber, fiber installation, fiber testing, connectors, splices, splice tray, splice enclosures, termination points, terminated fiber for each site, wall mount/rackmount panels, and other accessories necessary for a complete installation.

BASIS OF PAYMENT

Payment for the work included in this provision will be paid for at the contract unit price, measured as stated above. The cost of materials, labor, equipment, required service loops and necessary incidentals are included in the cost of this work.

Pay Item

Pay Unit

Fiber Optic Cable, 144 Strand SMF

LF

Fiber Optic Cable, 24 Strand SMF

LF

TP20 - COMMUNICATIONS CONDUIT

DESCRIPTION. This work shall consist of furnishing and installing conduit for the fiber optic communications system. The conduit shall be installed as shown on the plans, linking handholes, vaults, and controller cabinets. Installation methods may include trenching, plowing, and boring, as site conditions require.

MATERIALS. Unless otherwise specified, all communications cable shall be installed in smooth, continuous, pre-lubricated conduit as shown in the plans and as approved by the Engineer. Conduit colors shall be approved by the Engineer.

Conduit shall be either Polyvinyl Chloride (PVC) conforming to NEMA TC-2 for electrical plastic conduit, EPC-80 or HDPE conforming to NEMA TC-7, EPEC 80. Conduit shall terminate without bends if possible. Bends greater than 10 degrees shall be rigid steel conduit; having a minimum radius of 10 times the nominal diameter of the conduit (30 degree maximum bends – 90 degree bends are prohibited). The exterior of the steel bends shall be double wrapped with 10-mil PVC tape.

Each conduit run shall have a tracing wire installed on the outside of the conduit(s) to facilitate locating the buried conduit in the future. The wire shall be a No. 12 copper clad steel Type USE wire. The wire shall be connected with a connector at each end to a lightning, gas-protecting arrestor mounted in the vault which is attached to a ½-inch x 8-foot long ground rod placed in the floor of the vault. The tracing wire shall be green in color.

Above ground markers shall be Pro-Mark Model 301, Orange, 3.85"x72" or Pro-Mark Model 303, Orange, 3.5" x 6' with PM-TS3 Test Stations, or approved equals. Submit wording for markers for approval before ordering.

A pull tape for pulling future cable through the conduit shall be located inside the conduit, tied off and labeled at each terminus of the conduit.

Pull tape will be prefabricated woven polyester tape made from low friction, high abrasion resistant yarns providing a low coefficient of friction. Pull tapes will be prelubricated. Pull tapes will be printed with sequential footage markings for accurate measurement. Pull tapes will be ½ inch wide and have a minimum tensile strength of 1,250 pounds.

After installation the conduits shall be sealed / plugged with a suitable compound so as to prevent the entrance of moisture or gases.

CONSTRUCTION. Before commencing work, a complete schedule of materials and equipment proposed for installation shall be submitted to the Engineer for approval. This schedule shall include catalog cuts, diagrams, drawings, and other such descriptive data that may be required by the Engineer.

All submittals shall include the manufacturer brand name and part number where applicable. Where more than one item is present on a submittal sheet, the appropriate item or items shall be circled, not highlighted. In the event that any materials or equipment fail to comply with specification requirements, are not circled, or submittals are not packaged, such items may be rejected. New submittals on rejected items shall be supplied to the Engineer for approval.

When it is required by these specifications that a test be made of the material to be used on the project, the Contractor shall furnish the Engineer a certified copy of such test prior to the installation of such material.

Aboveground fiber optic conduit markers shall be installed to indicate fiber optic cable routing. The markers shall be placed at handholes and vaults, and midpoint between adjacent fiber optic handholes and vaults and/or such that the spacings are no more than 500 feet between markers. Markers with test stations shall be installed at handholes and vaults with the test stations connected to the trace wires in the conduits. Markers without test stations shall be installed at locations between structures.

Pull tape shall be located inside the conduit, tied off and labeled at each terminus of the conduit. All conduit connected to handholes or vaults shall be installed flush with the inside wall and a minimum of 3 inches above the bottom of the floor. After installation the conduits shall be sealed / plugged with a suitable compound so as to prevent the entrance of moisture or gases.

The proposed path of the conduits shall be determined by the Contractor and approved by the engineer before installation commences. The Contractor shall bore the conduits under all existing roadways, creeks and ditches. A minimum separation of 36" between the bored conduit and creek or ditch bottoms shall be required. The contractor shall pass underneath any culverts or roadway drainage structures (including underdrains) in conflict with the conduit route by a minimum separation of 24". All conduit should be buried between 30" - 42" unless approved by the engineer.

The Contractor shall provide GPS coordinates of the completed conduit route at all changes of direction and termination points. These coordinates shall be indicated on the final as-built plans of the project and

transmitted to the Owner in paper, AutoCad, and pdf formats. Depths of bores shall also be recorded and listed on the as-built plans.

METHOD OF MEASUREMENT. The completed work as described will be measured by the linear foot, installed, measured horizontally along the surface from center of handhole to center of handhole, vault or other terminating point. Pull tapes, warning tapes, trace wires, steel bends, cable markers and all other items necessary to make a complete installation as described in these contract documents are considered incidental and will not be measured or paid for directly, the costs of these items shall be included in the cost of the conduit.

BASIS OF PAYMENT. Payment for the work included will be at the contract unit price, measured as stated above, and under the following pay items:

<u>Pay Item</u>	<u>Pay Unit</u>
Communication Conduit, 1.25 inch	LF

TP21 - ATMS VAULTS AND HANDHOLES

DESCRIPTION. This work consists of installing new Advanced Traffic Management System (ATMS) vaults and handholes. Vaults shall be placed as shown on the plans, with final approval of locations by the Engineer before installation. It is the contractor's responsibility to coordinate with and avoid, if possible, existing utilities.

1. General

A. Install new ATMS vaults and handholes as necessary along the fiber route as noted on the plans or at the required spacing.

MATERIALS.

All handholes shall be:

- Quazite 24" x 36" PG Style, Cover: with bolts, part no. PG2436HA00. Box: PG2436BA36. All handholes must be ANSI Tier 15 rated. Not for use in pavement areas.
- INDOT precast signal handhole, see INDOT specifications. To be used under pavement areas.
- Other approved equals

All handhole and vault covers are required to be bolted into place to prevent accidental removal by mowing crews or other unintentional means. New continuous pull ropes/tapes will be placed into each run of conduit from structure to structure. Pull ropes/tapes will be made of high tensile, high tenacity, low shrink polyester fibers with a minimum tensile strength of 1200lbs. All covers shall bear the legend 'Traffic Management System'.

CONSTRUCTION. All conduit will be made continuous between each handhole or vault. Pull ropes or pull tape will be installed between each handhole or vault and anchored at each structure leaving 15' of slack in each location. The conduit will be verified continuous and free of dirt and debris between each structure and all other relevant connection points. Conduit will be verified water tight by performing an air pressure test before cable or pull ropes/tapes are installed within the conduit. Material surrounding the ATMS structures will be tamped and added in such a manner so that there are no voids or depressions formed. Conduit entrance and exit points in the new ATMS structures shall be sealed watertight and ends of the conduit shall contain bells to protect the cable being pulled into it. The contractor shall field adjust structures as necessary to avoid utility conflicts.

The Contractor shall provide GPS coordinates of the completed handhole and vault locations. These coordinates shall be indicated on the final as-built plans of the project and transmitted to the Owner in kml, csv or excel, and pdf formats.

METHOD OF MEASUREMENT. The completed work as described will be measured by the unit of each and includes furnishing and installation of a new structure, connecting conduit or cable, a bolt down cover and all other accessories necessary for a complete installation.

BASIS OF PAYMENT. Payment for the work included in this item, as measured above, will be included in the following pay items. The cost of materials, labor, equipment, and necessary incidentals are included in the cost of this work.

Pay Item

Pay Unit

ATMS Handhole

EA

TP22 - SPECIAL RIGHT-OF-WAY CONDITIONS

This item shall include any work necessary to address an unforeseen condition found during construction. If an unforeseen condition is encountered, the Contractor shall advise the Engineer of the condition. A method of resolving the condition will be provided to the Contractor so that the cost of the additional work can be determined. The Contractor must receive written approval from Elkhart County before proceeding with any additional work. This approval will define the amount of this bid item to be applied to the cost of the additional work. The Contractor will only receive payment for this item if extra work approved by Elkhart County is performed and then only the approved amount. Any unused portion of this item.

Locations:

Grace Lawn Cemetery	300 Eastern Star Dr
Meadow Valley Golf Club	57600 IN-13
Middlebury Public Library	101 Winslow St
Middlebury Elementary School	432 Main St
Northridge Middle School	56691 Northridge Dr
Northridge High School	56779 Northridge Dr
Central Park (East Park)	108 N Main St
Fire Station	117 N Main St
Krider Garden	302 Bristol Ave
Parks Department	504 E Warren St
Public Works	125 York Dr
Riverbend Park	511 E Warren St
Town Hall/Police Station	418 N Main St
Elkhart County Gravel	56570 Co Rd 35
Cell Tower 2	521 Wayne St
Lift Station 1	Hidden Meadow Ln (between 1009 & 1011 Hidden Meadow)
Lift Station 2	Near 798-702 Crystal Ridge Dr
Lift Station 3	Near 113-101 Orpha Dr
Lift Station 4	Near 940-930 IN-13
Lift Station 5	IN-13 (near 57100-57158 IN-13)
Lift Station 6	Near 309 E Warren St
Lift Station 7	Near 11990 Co Rd 16
Lift Station 8	Near 337 N Main St
Lift Station 9	End of Powell Dr (between 106 & 107 Powell Dr)
Lift Station 10	
Lift Station 11	211 Dipper Dr
Lift Station 11	West of 13893 US-20
Lift Station 12	Intersection of US-20 and Wayne St
Water Treatment Plant	121 York Dr
Water Department	End of Eugene Dr (South of 508 Eugene Dr)
Water Tower – Meijer	Intersection of IN-13 and CR 12
Water Tower 2	SE of 309 Lawrence St
Water Tower 3	End of Northridge Dr
Water Tower 4	Near 13322 US-20

EXHIBIT A
TERM SHEET

Proposal Term Sheet

A. Governmental Use

Number of Pairs Available: _____

<u>Provided Through</u>	<u>Price Per Pair</u>	<u>Term in Years</u>	<u>Amount Per Year</u>
License	\$ _____	_____	\$ _____
Lease	\$ _____	_____	\$ _____
Lease – Purchase	\$ _____	_____	\$ _____
Purchase	\$ _____	_____	\$ _____
Annual Maintenance Per Pair	\$ _____		

B. Not-for-Profit Use

Number of Pairs Available: _____

<u>Provided Through</u>	<u>Price Per Pair</u>	<u>Term in Years</u>	<u>Amount Per Year</u>
License	\$ _____	_____	\$ _____
Lease	\$ _____	_____	\$ _____
Lease – Purchase	\$ _____	_____	\$ _____
Purchase	\$ _____	_____	\$ _____
Annual Maintenance Per Pair	\$ _____		

C. Economic Development Use

Number of Pairs Available: _____

<u>Provided Through</u>	<u>Price Per Pair</u>	<u>Term in Years</u>	<u>Amount Per Year</u>
License	\$ _____	_____	\$ _____
Lease	\$ _____	_____	\$ _____
Lease – Purchase	\$ _____	_____	\$ _____
Purchase	\$ _____	_____	\$ _____
Annual Maintenance Per Pair	\$ _____		

D. Other Alternatives:

Price Per Pair: \$ _____

Number of Pairs Available: \$ _____

Terms: _____

Annual Maintenance Per Pair: \$ _____

Supplier: _____
 By: _____
 Title: _____
 Date: _____

EXHIBIT B

NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
)
_____ COUNTY)

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer and that this offer is made without reference to any other offer.

Offeror (Firm)

Signature of Offeror or Agent

Subscribed and sworn to before me this _____ day of _____, 20__.

My Commission Expired: _____

Notary Public

County of Residence: _____

Source: IC 5-22-16-6