

SPECIFICATIONS FOR  
THE REPAIR AND CONSTRUCTION OF  
NEWTON COUNTY BRIDGE NO. 149  
COUNTY ROAD 650 EAST OVER IROQUOIS RIVER  
IROQUOIS TOWNSHIP, NEWTON COUNTY  
INDIANA

BOARD OF COUNTY COMMISSIONERS

Kyle Conrad  
Mickey Read  
Timothy Drenth

Sharon Dewing – Auditor  
Audrey J. Rothgeb – Highway Superintendent

INCLUDES: Request for Quotations  
Instruction to Quoters  
Proposal  
Agreement  
General Provisions  
Special Provisions  
Forms

Prepared by:



**Beam, Longest and Neff, L.L.C.**

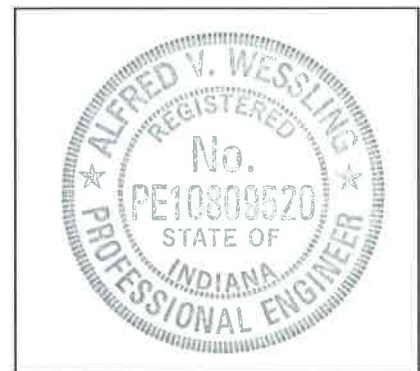
Consulting Engineers and Land Surveyors  
8126 Castleton Road  
Indianapolis, Indiana 46250  
317.849.5832  
317.841.4280 fax  
www.b-l-n.com

Certified

A handwritten signature in blue ink that reads "Alfred V. Wessling".

Date 11/15/2013

Alfred V. Wessling, P.E.  
Structural Engineer  
Beam, Longest and Neff, L.L.C.



**BRIDGE NO. 149 – COUNTY ROAD 650 EAST OVER IROQUOIS RIVER  
IROQUOIS TOWNSHIP  
NEWTON COUNTY, INDIANA**

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## **REQUEST FOR QUOTATIONS**

Sealed quotes will be received by the Board of Commissioners of Newton County at the Newton County Auditor's Office, 201 N. 3<sup>rd</sup> Street, Courthouse Square, until December 2, 2013 at 9:00 a.m. Central Time (C.S.T.) for the following:

REPAIR OF NEWTON COUNTY BRIDGE NO. 149  
COUNTY ROAD 650 EAST  
OVER IROQUOIS RIVER  
IROQUOIS TOWNSHIP, NEWTON COUNTY, INDIANA

Quotes received after the 9:00 a.m. (C.S.T.) deadline will not be considered but will be returned to the contractor unopened. All proposals will be opened and read aloud immediately thereafter at a meeting in the Newton County Courthouse.

The work to be performed and the proposals to be submitted shall include a quote for all general construction, labor, material, tools, equipment, taxes, permits, licenses, insurance, service costs, etc. incidental to and required for this project.

All materials furnished and labor performed incidental to and required by the proper and satisfactory execution of the contracts to be made, shall be furnished and performed in accordance with requirements from the plans and specifications included in these documents.

The Commissioners at their discretion reserve the right to accept or reject any quote and to waive any and all informalities in the quotations. All quotations submitted shall be valid for 60 days from the opening of the quotes.

Dated: November 15, 2013

## **INSTRUCTIONS TO QUOTERS**

### **GENERAL**

The Newton County Bridge 149 project has a total estimate by the Owner, at less than One Hundred Fifty Thousand Dollars (\$150,000).

### **PROJECT**

Description: Newton County Bridge 149

Location: County Road 650 East over Iroquois River, Newton County, Indiana

### **DEFINITIONS** (see Section 101 of the Standard Specifications for additional information)

The "Agreement" is the Agreement Between Owner and Contractor to be entered into by the Owner and the successful Quoter of the Project.

The "Quotation Documents" include the Request for Quotations, Instructions to Quoters, Proposal including Itemized Proposal, Signature Affidavit, Bid Bond, Non-Collusion Affidavit, Non-Discrimination Affidavit, Affidavit of Subcontractors Employed, E-Verify Affidavit, Agreement Between Owner and Contractor, Plans, Specifications, including any Addenda to such documents issued prior to the receipt of Quotes. All definitions included in the Contract, Specifications or the other Contract Documents shall apply to the Quotation Documents.

The "Specifications" include the Indiana Department of Transportation 2012 Standard Specifications, including all Supplemental Specifications (all directions, provisions, and requirements pertaining to the performance of the Work), General Provisions, and Special Provisions. All references in the Specifications to the "Commissioner" and / or "Department" shall be interpreted to refer and mean the "Owner". All references in the Specifications to the "Engineer" shall be interpreted to refer and mean the Owner or their authorized representative.

The "General Provisions" include the general requirements for the project.

The "Contract Documents" include the Quotation Documents, Agreement, Plans, Specifications, General Provisions and Special Provisions.

The "Addenda" are written or graphic instruments issued by owner or engineer prior to the execution of the Agreement which modify or interpret the Quotation or Contract Documents by additions, deletions, clarifications and corrections.

The "Engineer" is the Owner or their authorized representative.

A "Quotation" is a completed and properly signed proposal and itemized proposal in which the quoter proposes to perform the work, or designated portion of the work, for the sum or sums stipulated therein and supported by information called for by the Quotation Documents.

An "Alternate Quotation" is an amount stated in the quotation to be added to or deducted from the amount of the quotation if the corresponding change in the scope of the work or products or methods of execution of the work described in the quotation documents are accepted by the owner.

“Day” means calendar day, unless otherwise specifically defined.

A “Unit Price” is an amount stated in the Quote as a price per unit of measurement for products or services described in the quotation documents. Unit prices may be used to increase or decrease the contract sum.

### SCOPE OF WORK

Proposals are to provide for the construction and completion of the project in every detail of the work described. Quoter shall provide all materials, labor, tools, equipment, supplies, safety equipment, transportation and supervision necessary to perform, and shall perform, the work generally described, in a good and workmanlike manner and in accordance with the Contract Documents (as herein defined) as necessary to produce the results intended by the Contract Documents, including the protection of all property traversed or approached (all hereinafter called the “Work”).

### COMPLETENESS OF SPECIFICATIONS AND PLANS

The physical make-up and content of the Plans and Specifications are intended to be complete for preparing and submitting of Proposals. However, the Quoter shall verify to its own satisfaction that all materials issued are complete. Should the Quoter discover that a page or sheet is missing, the Quoter shall notify the Engineer in writing. After bids have been submitted, no claims of ignorance of the requirements of quoting or of construction due to such missing or overlooked materials will be recognized.

The coordination of the Plans and Specifications shall be in accordance with Section 105.04 of the Standard Specifications. In the event of conflict or discrepancies between and among the Contract Documents, figure dimensions shall take precedence over scale measurements, large scale details shall take precedence over small scale plans or drawings, and plans or drawings of a later date shall take precedence over those of an earlier date. Any part of the Work shown on the Plans but not specifically mentioned in the Specifications, or vice versa, shall be considered as part of the Work as though included in both. Likewise, the Work to be undertaken by Contractor shall include all incidental work necessary as customarily done for the completion of the Project even though it may not be specifically described in the Specifications or Plans.

Any discrepancies found between the Plans and Specifications and site conditions or any inconsistencies or ambiguities in the Plans or Specifications shall be immediately reported to the Engineer in writing. Such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Plans and Specifications will then be made. Reliance by the Quoter after the discovery of such discrepancies, inconsistencies or ambiguities shall be at the Quoter's risk.

Quoter's attention is directed to special or unusual local conditions which may exist. For example, the character and location of existing structures above and underground may not be entirely or accurately represented in the Plans. Therefore Quoter shall investigate all conditions and representations made in the Plans to its certainty prior to submitting its Proposal. The information shown in the Plans is merely indicative of, or typical, of the nature of some of the existing structures the Quoter may expect to observe or encounter.

## QUOTER'S REPRESENTATIONS

The Quotation Documents are available for examination by the Quoter at the location(s) and time provided in the Request for Quotations. The Proposal will be furnished with each set of Plans and Specifications purchased from the Engineer. By submitting a Quote, the Quoter represents that it (1) has fully examined the Quotation Documents, (2) has investigated the nature, locality, and site of the Work and the conditions and difficulties under which the Work is to be performed, and (3) submits its Quote on the basis of its own examination, investigation, and evaluation of all such matters and not in reliance upon any opinions or representations of the Owner or the Engineer.

The Quoter represents that its Quote is based upon the Work described in the Quotation Documents, including materials and equipment, without exception.

Submission of a Quote will be considered as conclusive evidence of the Quoter's representations. No allowance shall be permitted to the successful Quoter by reason of any error or omission on the Quoter's part.

## EXAMINATION OF THE QUOTATION DOCUMENTS

During the quoting period, should questions arise as to the intent, interpretation, correction of any ambiguity, inconsistency, error or meaning of any part of the Plans, Specifications, Addenda, or any other Quoting Document that may affect the Quoter, the Quoter shall submit a written Request for Clarification to the Owner. The Owner will make such clarification only by Addendum which shall be mailed to each Quoter or may be picked up at the office of the Owner. Receipt of all Addenda shall be acknowledged with the Proposal. No written Request for Clarification will be accepted by the Owner unless submitted on the Request for Clarification. All requests must be received no later than ten (10) days prior to letting. The Quoter shall not rely upon any interpretation, change or correction given by any other method.

Addenda issued as of the Quotation Date shall be listed in the Proposal in the space provided. Failure of the Quoter to receive any Addendum shall not relieve the Quoter from any obligations under its Quote, provided the Addendum was sent by telegram, facsimile, or by U.S. Mail to the address of the Quoter's principal office or as other furnished by the Quoter.

## QUOTATION REQUIREMENTS

The Owner will issue Quotation Documents, including Plans, Specifications and Addenda to Quoter, and the same are also available for viewing at the locations listed in Request for Quotations.

It is mandatory that the Quoter visit the site prior to submitting a Quote and thoroughly familiarize itself with existing site conditions and Work to be performed as indicated in the Quotation Documents, Plans, Specifications, and Addenda. Extra compensation or extension of time will not be allowed for failure to examine the site.

Sealed Quotes for the Work will be received at the time, date and location stated in the Request for Quotations. A Quote received after the Quote Date will be returned to the Quoter unopened.

All Quotes must be prepared on the Proposal (including Itemized Proposal) provided in the Quotation Documents.

All blank spaces on the Proposal and Itemized Proposal must be fully filled in by typewriter or in ink. Any inter-lineation, alteration or erasure on the Proposal must be initialed by the person who signed the Quote. The Quoter shall make no additional stipulations on the Proposal and shall not qualify its Quote in any manner.

The Quoter 's Itemized Proposal shall include unit prices, amounts and totals for each item listed. The Proposal shall be fully executed, signed and notarized with notary seal attached.

Each copy of the Proposal shall include the legal name of Quoter and shall be signed by the person or persons legally authorized to bind the Quoter. A Signature Affidavit is required with and as a part of the Quote if anyone other than the president of the corporation is signing the quotation documents. A Proposal and other documents submitted by an agent shall have a Signature Affidavit attached certifying the agent's authority to legally bind the Quoter. All required quotation documents must contain original hand written signatures.

All copies of the Proposal, the Bid Bond and any other documents required to be submitted with the Proposal by statute, rules or these instructions shall be enclosed together in a single sealed envelope. Proposals shall be rejected if all required documents are not in a single sealed envelope. The envelope shall be addressed to the Owner and shall be identified by the Project name, the Quoter's name and address, Quote time and Quote date. If the Quote is sent by mail, the sealed envelope must be marked with the notation "QUOTE ENCLOSED". Oral, facsimile, telegraphic and electronic Quotes will not be received by Owner.

**Each Quoter must file with the Proposal** a completely filled in General Form 96, as prescribed by the State Board of Accounts.

**Each Quoter must file with the Proposal** a Signature Affidavit, if applicable, signed by the same authorized person(s) who signed the Bidding Documents, notarized with seal affixed.

**Each Quoter must file with the Proposal** a completely filled in and executed Bid Bond or certified check as required by Ind. Code 36-1-12-4.5. The Bid Bond penal sum or certified check amount shall be five percent (5%) of the Proposal including all additive alternatives.

**Each Quoter must file with the Proposal** a Non-Collusion Affidavit signed by the same authorized person(s) who signed the Quote, notarized with seal affixed.

**Each Quoter must file with the Proposal** a Non-Discrimination Affidavit signed by the same authorized person(s) who signed the Quote, notarized with seal affixed.

**Each Quoter must file with the Proposal**, the completed Contractor's Affidavit of Subcontractors Employed which lists the subcontractors, whose subcontract amount will be \$100,000.00 or more, with whom the Quoter proposes to perform work.

**Each Quoter must file with the Proposal**, an E-Verify Affidavit signed by the same authorized person(s) who signed the Quote, notarized with seal affixed.

A Quoter with proper identification may withdraw his Quote at any time prior to the scheduled time for receipt of the Quotes; however, no Quote or Alternate Quote may be withdrawn without written consent of the Owner for a period of sixty (60) days after the Quote Date, or unless extended in accordance with Ind. Code 36-1-12-6. Quotes received after the designated due

time for any reason shall be rejected and returned unopened to the Quoter. The Owner reserves the right to accept or reject any Quote and to waive any irregularities in bidding.

The Owner reserves the right to request updated financial information or contractor experience as a basis for rejection of Quote or award of contract.

#### NOTICE OF AWARD AND AWARD PROCEDURE

Prior to execution of the Agreement, the Owner will issue to the successful Quoter a Notice of Award stating that its Quote was the responsible and responsive Quote and that the enclosed Agreement is submitted for execution without further negotiation. If the successful Quoter finds it in accordance with the Quotation Documents, it is to be returned to the Owner by certified mail or in person within ten (10) calendar days after receipt for further execution and with the caution that a contract will not exist until it is signed by all signatories required. Failure to execute the proper Agreement and furnish the ancillary documents shall constitute reason for surrender of the Bid Bond or certified check.

At the time of returning the executed Agreement to the Owner, the successful Quoter shall furnish a completed and executed Performance Bond and Payment Bond to the Owner as part of the Agreement.

#### WAGE SCALE

As required by Indiana Code 5-16-7-1, a common wage scale is not required for this Project.

#### QUOTATIONS MAY BE REJECTED FOR THE FOLLOWING REASONS

If the Quoter's Proposal, Signature Affidavit, Bid Bond, Non-Collusion Affidavit, Non Discrimination Affidavit, Contractor's Affidavit of Subcontractors Employed, or E-Verify Affidavit are not signed and notarized as required by these Instructions to Quoters.

If the Quoter has submitted a Proposal that does not conform in all material respects to the Plans, Specifications and Addenda.

If the Quoter's Proposal does not comply specifically with the Request for Quotations and Instruction to Quoters.

If the Quoter has not complied with the applicable statutes, ordinances, resolutions or rules pertaining to the award of the Agreement.

If the Quoter is not registered on the Indiana Department of Transportation's current listing of Pre-qualified Contractors or if the Owner determines that the Quoter is not responsible based on the Quoter's ability and capacity to perform the Work; the integrity, character and reputation of the Quoter; or the competence and experience of the Quoter.

If no Proposals received are under or within the amount of funds that are available for the Project.

If the Quoter adds any provisions to his Proposal reserving the right to accept or reject the award of the Agreement.

If the Quoter adds conditions or alternates not requested to his Proposal (voluntary alternates).



If there are unauthorized additions or irregularities of any kind which tend to make the Proposal incomplete, indefinite or ambiguous as to its meaning or amount.

If situations develop which make it impossible or not practical to proceed with the proposed work.

If subsequent to the opening of Proposals facts exist which would disqualify the lowest Quoter.

If Proposals are received after the designated due time as stated in the Request for Quotations.

If all documents required to be submitted with Proposal are not included in a single fully identified sealed envelope as required by the Request for Quotations and Instructions to Quoters.

If all required Proposals or alternate(s) amounts, or unit prices and equipment lists are not submitted with the Proposals when specifically called for by Plans, Specifications and Addenda issued on this Project.

If sealed Proposals are received in an unidentified envelope.

If the Quoter did not attend any mandatory pre-quote conference.

#### PERFORMANCE AND PAYMENT BONDS

Upon execution of the Agreement, Quoter is required to furnish to Owner a Performance Bond and Payment Bond covering its faithful performance and the payment of all obligations arising in relation to the Work. The Performance Bond and the Payment Bond shall each be in an amount equal to one hundred percent (100%) of the Contract Sum.

The Bonds shall be executed by a responsible surety licensed in the State of Indiana. The Bonds shall remain in effect for a period not less than one (1) year following the date of Substantial Completion or the Quoter's warranty period, whichever is longer.

#### SUBMISSION OF LIST OF SUBCONTRACTORS AND SUPPLIERS

The Quoter shall submit a list of the Subcontractors or other persons or entities proposed for the principal portions of the Work.

The Quoter will be required to establish to the satisfaction of Owner the reliability and responsibility of each Subcontractor or other persons or entities proposed by the Bidder.

#### RETAINAGE

The Owner will retain an amount of each progress payment in accordance with the Agreement.

## **PROPOSAL**

To the Board of County Commissioners of Newton County, of the State of Indiana, hereinafter referred to as the Owner:

NEWTON COUNTY BRIDGE 149 ON COUNTY ROAD 650 EAST  
OVER IROQUOIS RIVER  
IROQUOIS TOWNSHIP, NEWTON COUNTY, INDIANA

Pursuant to the legal notice that sealed quotes for the above referenced project would be received by the Board of County Commissioners of Newton County, Indiana, the undersigned Quoter:

1. Acknowledges receipt of:
  - A. Quotation Documents, Plans, Specifications including the 2012 Indiana Department of Transportation Standard Specifications, Supplemental Specifications, General Provisions, Special Provisions and Agreement Between Owner and Contractor (the "Agreement") provided to the Quoter dated \_\_\_\_\_ 2013.
  - B. Addenda:      No. \_\_\_\_\_, dated \_\_\_\_\_      No. \_\_\_\_\_, dated \_\_\_\_\_  
                            No. \_\_\_\_\_, dated \_\_\_\_\_      No. \_\_\_\_\_, dated \_\_\_\_\_  
                            No. \_\_\_\_\_, dated \_\_\_\_\_      No. \_\_\_\_\_, dated \_\_\_\_\_
2. Has examined the site and all Quotation Documents, including the Agreement, Specifications and Plans. Quoter shall be responsible for performing all Work specifically required by all parts of the Quotation Documents, including all Plans and Specifications for the entire Project even though such Work may be included as related requirements specified in other sections.
3. Agrees to:
  - A. Hold this Proposal open for sixty (60) calendar days after quote opening date.
  - B. Furnish a Bid Bond or certified check with this Proposal for an amount specified in the Request for Quotations and Instructions to Quoters.
  - C. If alternative bids apply, submit a Proposal for each in accordance with the Instruction to Quoters.
  - D. Accept the provisions of the Instructions to Quoters regarding disposition of quotation security.
  - E. Enter into and execute the Agreement with Owner, when awarded on the basis of this Proposal without negotiation, and in connection therewith to:
    1. Furnish a Performance Bond and Payment Bond and insurance in accordance with the Quotation Documents.
    2. Accomplish the Work in accordance with the Contract Documents and Bidding Documents.
    3. Complete the Work within the specified Contract Time.

4. NOTICE OF AWARD: The Quoter agrees to execute the Contract provided by the Owner in the Quotation Documents when the Owner forwards the Notice of Award to the Quoter. Quoter agrees to acknowledge receipt of the Notice of Award and return the acknowledgement copy to Owner.
5. NOTICE TO PROCEED: The Quoter agrees to commence the Work under the Contract on or before the date to be specified in the Notice to Proceed. Quoter agrees to acknowledge receipt of the Notice to Proceed and return the acknowledgement copy to the Owner.
6. CONTRACT TIME: The Quoter shall complete the Work in accordance with the durations indicated in the Agreement. All work shall be completed and ready for acceptance within ninety (90) calendar days after the date specified in the Engineer's Notice to Proceed for commencing Work.
7. NON-COLLUSION: By submission of this Proposal, each Quoter certifies, and in the case of a joint quote, each party thereto certifies as to its own organization, that the Proposal has been arrived at independently, without consultation, communication or agreement as to any matter related to the Proposal with any other Quoter or with any competitor.
8. ASSIGNMENT OF CONTRACTS: Owner will not assign the Work in the Agreement to another Contractor nor assign the Work of another contractor to the Agreement.
9. BASE QUOTE: Quoter agrees to perform all work shown or specified in the Quotation Documents and Contract Documents, including the Plans and Specifications, for the unit prices given and calculated on the attached Itemized Proposal.
10. REPRESENTATIONS AND CERTIFICATIONS: The Quoter by the execution of this Proposal makes the following representations and certifications as a part of his Proposal. In the case of a joint venture bid, each party represents and certifies each organization.
  - A. SURETY. Quoter has notified a surety company that it is submitting a Proposal for Work to be performed on the Project. The surety company has agreed to issue a Performance Bond and Payment Bond for its Work on the form provided by Owner if this Proposal is accepted and the Owner awards the Agreement to Quoter.
  - B. AVAILABILITY. The number or amount of other contracts and awards pending which Quoter is or will become obligated to perform, now and during the course of its Work on this Project, will not interfere with or hinder the timely prosecution of its Work.
  - C. AFFIDAVIT OF NON-COLLUSION. Quoter has properly executed the Affidavit of Non-Collusion as provided in the Quotation Documents and included the Affidavit as part of its Proposal as submitted to the Owner.
  - D. AFFIDAVIT OF NON-DISCRIMINATION. Quoter has properly executed the Affidavit of Non-Discrimination as provided in the Quotation Documents and included the Affidavit as part of its Proposal as submitted to the Owner.

E. CONTRACTOR'S AFFIDAVIT OF SUBCONTRACTORS EMPLOYED. Contractor has properly executed the Contractor's Affidavit of Subcontractor's Employed as provided in the Quotation Documents and included the Affidavit as part of its Proposal as submitted to the Owner.

F. E-VERIFY AFFIDAVIT. Bidder has properly executed the E-Verify Affidavit as provided in the Quotation Documents and included the Affidavit as part of its Proposal as submitted to the Owner.

12. Pursuant to Ind. Code § 22-9-1-10 and 5-16-6, the Quoter and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his hire, tenure, terms, conditions or privileges or employment or any matter directly related to employment, because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

IN TESTIMONY WHEREOF, the Proposer (Proprietor)(Firm)(Partnership)(Corporation) [strike out the inappropriate entities] has hereunto set his hand this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
(Business Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed)

\_\_\_\_\_  
(Title)

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned notary public, on this \_\_\_\_ day of \_\_\_\_\_, 2013, personally appeared \_\_\_\_\_ and being duly sworn, acknowledged the execution of the above Proposal.

\_\_\_\_\_  
(Notary Public - Signature)

SEAL

\_\_\_\_\_  
(Notary Public - Printed)

My Commission Expires: \_\_\_\_\_.

Residing in \_\_\_\_\_ County.

ITEMIZED PROPOSAL  
 NEWTON COUNTY BRIDGE 149  
 COUNTY ROAD 650 EAST OVER IROQUOIS RIVER  
 IROQUOIS TOWNSHIP, NEWTON COUNTY, INDIANA

NEWTON COUNTY BRIDGE NO. 149					
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1	Construction Engineering	1	LSUM		
2	Mobilization and Demobilization	1	LSUM		
3	Present Structure, Remove Portions	1	LSUM		
4	Clean Steel Bridge, Partial, QP-1, Br. No. 149	1	LSUM		
5	Paint Steel Bridge, Partial, Br. No. 149	1	LSUM		
6	Jacking and Supporting Truss and Steel Beams	1	LSUM		
7	Concrete, A, Substructure	0.8	CYS		
8	Concrete, C, Superstructure	2.2	CYS		
9	Reinforcing Bars	213	LBS		
10	Grid Floor, Reset	1	LSUM		
11	Grid Floor, Steel, 3 in, Open	400	Sft		
12	Excavation, Common	8	CYS		
13	Compacted Aggregate, No. 53	8	TON		
14	Compacted Aggregate, No. 73	10	TON		
15	Field Drilled Hole in Concrete	72	EA		
16	Structural Steel	9503	LBS		
17	Sign, Sheet, with Legend 0.080 in.	104	SFT		
18	Sign Post, A	120	LFT		
NEWTON COUNTY BRIDGE NO. 149 - TOTAL					

SUBMITTED BY: \_\_\_\_\_  
 AUTHORIZED SIGNATURE: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 TELEPHONE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

**CONTRACTORS QUOTATION FOR PUBLIC WORKS**  
**FORM 96 (Revised 2013)**

Each Quoter must file with the Proposal a completely filled in General Form 96, as prescribed by the State Board of Accounts (attached hereto).



## CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

Prescribed by State Board of Accounts

### PART I

*(To be completed for all bids. Please type or print)*

Date (month, day, year): \_\_\_\_\_

1. Governmental Unit (Owner): \_\_\_\_\_

2. County : \_\_\_\_\_

3. Bidder (Firm): \_\_\_\_\_

Address: \_\_\_\_\_

City/State/ZIPcode: \_\_\_\_\_

4. Telephone Number: \_\_\_\_\_

5. Agent of Bidder (if applicable): \_\_\_\_\_

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of \_\_\_\_\_

(Governmental Unit) in accordance with plans and specifications prepared by \_\_\_\_\_

\_\_\_\_\_ and dated \_\_\_\_\_ for the sum of

\_\_\_\_\_ \$ \_\_\_\_\_

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

### CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

*(If applicable)*

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

## ACCEPTANCE

The above bid is accepted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, subject to the following conditions: \_\_\_\_\_

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

## PART II

*(For projects of \$150,000 or more – IC 36-1-12-4)*

Governmental Unit: \_\_\_\_\_

Bidder (Firm) \_\_\_\_\_

Date (month, day, year): \_\_\_\_\_

These statements to be submitted under oath by each bidder with and as a part of his bid.  
Attach additional pages for each section as needed.

## SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner



3. Have you ever failed to complete any work awarded to you? \_\_\_\_\_ If so, where and why?

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4. List references from private firms for which you have performed work.

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## SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

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2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

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3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

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4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

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5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

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### SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

## SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

The undersigned bidder 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 bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

## SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

(Name of Organization)

By \_\_\_\_\_

(Title of Person Signing)

## ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public, personally appeared the above-named \_\_\_\_\_ and  
swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

*Notary Public*

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

BID OF

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Address)

FOR

PUBLIC WORKS PROJECTS

OF

\_\_\_\_\_  
Filed \_\_\_\_\_

\_\_\_\_\_  
Action taken \_\_\_\_\_

## **SIGNATURE AFFIDAVIT**

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned notary public, on this \_\_\_\_ day of \_\_\_\_\_, 2013, personally appeared \_\_\_\_\_ and being duly sworn, on his oath says that he/she is \_\_\_\_\_ of \_\_\_\_\_ on the project, and affirmed that:

(Title)

(Name of Company)

1. This Proposal is submitted in good faith in the amount stated therein and will be fulfilled according to the Quotation Documents (Agreement, 2012 INDOT Standard Specification(s), including the Supplemental Specifications, General and Special Provisions, Plans and Addendums thereto), if the Proposal is accepted;
2. The statements contained in the Non-Collusion Affidavit are true;
3. The statements contained in the Non-Discrimination Affidavit are true;
4. The statements contained in the Contractor's Affidavit of Subcontractors Employed are true;
5. The statements contained in the E-Verify Affidavit are true; and
6. The information contained in the Proposal experience questionnaire, the plan and equipment questionnaire, the financial statement, and the affidavit, all of which are commonly referred to as the Form No. 96, when required, is true, correct, and current.

\_\_\_\_\_  
(Business Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed)

\_\_\_\_\_  
(Title)

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me, the undersigned notary public, on this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
(Notary Public - Signature)

\_\_\_\_\_  
(Notary Public - Printed)

SEAL

My Commission Expires: \_\_\_\_\_.

Residing in \_\_\_\_\_ County.

## **BID BOND**

KNOW ALL BY THESE PRESENTS, that the undersigned:

Name of Contractor: \_\_\_\_\_

Address of Contractor: \_\_\_\_\_

hereinafter called the Principal, and

Name of Surety: \_\_\_\_\_

Address of Surety: \_\_\_\_\_

hereinafter called the Surety, are held and firmly bound unto

Name of Owner: \_\_\_\_\_

Address of Owner: \_\_\_\_\_

hereinafter called the Obligee, in the penal sum of 5% of the amount of the Principal's Quote, for the payment of which sum, well and truly to be made, the Principal and the Surety, bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

Signed, this \_\_\_\_ day of \_\_\_\_\_, 2013. The Condition of the above obligation is such that whereas the Principal has submitted to Owner a certain Proposal, attached hereto and hereby made a part hereof to enter into the Agreement in writing, for the construction and completion of the project in accordance with the Plans and Specifications.

NOW, THEREFORE,

- (a) If said Proposal shall be rejected, or
- (b) If said Proposal shall be accepted and the Principal shall execute and deliver the Agreement in the form attached hereto (properly completed in accordance with said Proposal) and shall furnish a Performance Bond for faithful performance of the Agreement, and a Payment Bond for the payment of all persons performing labor furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of the Proposal, then this obligation shall be void, otherwise the Bid Bond shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated. This Bid Bond shall adhere to the requirements of Ind. Code § 36-1-12-4.5.

The Surety, for value received, hereby stipulates and agrees that the obligations of the Surety and its Bid Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Proposal; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have set their respective hands and seals, and as representatives of their respective entities have caused their appropriate seals to be affixed and signed by their proper officers, the day and year first set forth above.

Principal: \_\_\_\_\_  
(Business Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed)

\_\_\_\_\_  
(Title)

STATE OF INDIANA       )  
                                      ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned notary public, on this \_\_\_\_ day of \_\_\_\_\_, 2013, personally appeared \_\_\_\_\_ as principal and being duly sworn, acknowledged the execution of the above Bid Bond.

\_\_\_\_\_  
(Notary Public - Signature)

SEAL

\_\_\_\_\_  
(Notary Public - Printed)

My Commission Expires: \_\_\_\_\_.

Residing in \_\_\_\_\_ County.

Surety: \_\_\_\_\_  
(Business Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed)

\_\_\_\_\_  
(Title)

STATE OF INDIANA       )  
                                      ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned notary public, on this \_\_\_\_ day of \_\_\_\_\_, 2013, personally appeared \_\_\_\_\_ as surety and being duly sworn, acknowledged the execution of the above Bid Bond.

\_\_\_\_\_  
(Notary Public - Signature)

SEAL

\_\_\_\_\_  
(Notary Public - Printed)

My Commission Expires: \_\_\_\_\_.

Residing in \_\_\_\_\_ County.

### **NON-DISCRIMINATION AFFIDAVIT**

The undersigned, having executed the attached quote or quotes for and on behalf of himself, his firm or corporation, being first duly sworn says:

In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin or ancestry or discriminate by reason of such factors against any citizen of the State of Indiana who is qualified and available to perform the work.

It is further agreed that a penalty may be deducted from the contract in the sum of five (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of this provision. If a second or subsequent violation occurs, this contract may be terminated, and all monies due or become due hereunder may be forfeited. It is further agreed that a breach of this covenant may be considered a material breach of this contract.

### **NON-COLLUSION AFFIDAVIT**

The undersigned Quoter 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 quoted by anyone at such letting nor to prevent any person from quoting nor to induce anyone to refrain from quoting, and that this quote is made without reverence to any other quote and without any agreement, understanding or combination with any other person in reference to such quoting.

### **OATH AND AFFIRMATION**

I affirm under the penalties for perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
(Name of Organization)

By: \_\_\_\_\_

\_\_\_\_\_  
(Title of Person Signing)



**CONTRACTOR'S AFFIDAVIT OF SUBCONTRACTORS EMPLOYED**

The following sub-contractors will perform work on Newton County Bridge 149 in fulfilling the Agreement with the Owner.

	<b><u>Name</u></b>	<b><u>Trade</u></b>	<b><u>Amount</u></b>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

\_\_\_\_\_  
(Business Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed)

\_\_\_\_\_  
(Title)

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me, the undersigned notary public, on this \_\_\_\_ day of \_\_\_\_\_, 2013.

SEAL

\_\_\_\_\_  
(Notary Public - Signature)

\_\_\_\_\_  
(Notary Public - Printed)

My Commission Expires: \_\_\_\_\_.

Residing in \_\_\_\_\_ County.

### **E-Verify Affidavit**

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

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

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

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

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

**<< CONTRACTOR >>**

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\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed)

\_\_\_\_\_  
(Title)

State of Indiana. County of \_\_\_\_\_, SS:

Before me, the undersigned Notary Public, personally appeared

\_\_\_\_\_, who acknowledged the execution of the above affidavit  
on this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
(Notary Signature)

\_\_\_\_\_  
(County of Residence)

\_\_\_\_\_  
(Print or Type Name)

## **SCHEDULE OF WAGE SCALES**

In accordance with Ind. Code§ 5-16-7-1, a common construction wage scale is not required for this project.

## REQUEST FOR CLARIFICATION

RFC # \_\_\_\_\_

Date: \_\_\_\_\_

Project Title: \_\_\_\_\_

Contractor: \_\_\_\_\_

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Phone #: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Reference Drawing No.: \_\_\_\_\_

Specification Section: \_\_\_\_\_

### Clarification Request:

[illegible]

Request response by: \_\_\_\_\_

Note: All responses will be made in writing and distributed to all bidders.

(Business Name)

By: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

(Printed)

(Title)

## **NOTICE OF AWARD**

TO: \_\_\_\_\_  
(Business Name)  
\_\_\_\_\_  
\_\_\_\_\_  
(Address)

Project Description: \_\_\_\_\_.

You are hereby notified that your Proposal has been accepted for the items and amounts listed in your Itemized Proposal dated \_\_\_\_\_.

If you fail to execute the Agreement and to furnish the Performance Bond, Payment Bond and Certificates of Insurance within ten (10) days from the date of this Notice of Award, the Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Proposal as abandoned and as a forfeiture of your Bid Bond or certified check. The Owner will be entitled to any other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
(Owner Name)  
By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed)  
\_\_\_\_\_  
(Title)

## **ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
(Business Name)  
By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed)  
\_\_\_\_\_  
(Title)

## **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between Newton County, Indiana ("Owner") and \_\_\_\_\_ ("Contractor"), for the project known as "Newton County Bridge 149 on County Road 650 East over Iroquois River (the "Project)". Owner and Contractor agree as set forth below:

1. THE WORK. The intent of the Agreement is to provide for the construction and completion in every detail of the work described. Contractor shall provide all materials, labor, tools, equipment, supplies, safety equipment, transportation and supervision necessary to perform, and shall perform, the work generally described as follows, in a good and workmanlike manner and in accordance with the Contract Documents (as hereinafter defined) as necessary to produce the results intended by the Contract Documents (all hereinafter called the "Work"):

A. SUPERVISION AND CONSTRUCTION PROCEDURES. Contractor shall supervise and direct the Work using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. Contractor shall be responsible to Owner for the acts and omissions of Contractor's employees, subcontractors, material suppliers, laborers, equipment lessors and all other persons performing portions of the Work. Contractor shall be responsible for the inspection of Work performed under the Contract Documents to determine that the Work is in proper condition to receive subsequent Work.

B. LABOR AND MATERIALS. Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

C. SUBCONTRACTORS. Before construction commences, Contractor shall furnish in writing to Owner the names of all persons or entities proposed for each principal portion of the Work and their respective contract sums. Contractor shall not contract with a proposed person or entity to whom Owner has made a reasonable objection. Contractor shall not change a subcontractor, person or entity previously selected if Owner makes reasonable objection to such change.

By appropriate agreement, Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to Contractor by the terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor, by the Contract Documents, assumes toward Owner. Each subcontract shall preserve and protect the rights of Owner under the Contract Documents with respect to the Work to be performed by the subcontractor so that subcontracting thereof will not prejudice such rights. Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound. Each subcontract for a portion of the Work is contingently assigned by Contractor to Owner, however, such assignment is effective only after termination of this Agreement by Owner and only for those subcontracts which Owner accepts by notifying the subcontractor in writing.

D. REPRESENTATIONS. Contractor represents and warrants the following to Owner as a material inducement to Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work:

1. Contractor is able to furnish the tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
2. Contractor has visited the site of the Project and is familiar with the local conditions under which the Work is to be performed and has correlated observations with the requirements of the Contract Documents; and
3. Contractor possesses a high level of experience and expertise in the business administration, construction and superintendence of projects of the size, complexity and nature of the Project involving, among other things, the Work to be performed hereunder, and will perform the Work with the care, skill and diligence of such a contractor.
4. Contractor represents and warrants and the Owner awards this Agreement upon the express warranty of the Contractor that he has not, nor has any other member, representative, agent, or officer of the firm, company, corporation or partnership represented by the Contractor:
  - a. employed or retained any company or person, to solicit or secure this Agreement;
  - b. entered into or offered to enter into any combination, collusion, or agreement to receive or pay and that the Contractor has not received or paid, any fee, commission, percentage, or any other consideration, contingent upon or resulting from the award of and the execution of this Agreement, excepting such consideration and subject to the terms and conditions expressed upon the face of the within Agreement.

For a breach or violation of this representation, the Owner shall have the right to cancel this Agreement without liability and to recover, at the election of the Owner, any and all monies or other consideration paid hereunder.

E. WARRANTY. Contractor warrants to Owner that the materials and equipment furnished under the Contract Documents shall be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

It is understood and agreed that the foregoing warranties shall not affect, limit or impair Owner's right against Contractor with regard to latent defects in the Work which do not appear within the applicable warranty period following acceptance of the Work and which could not, by the exercise of reasonable care and due diligence, be ascertained or discovered by Owner within such warranty period.

2. **CONTRACT DOCUMENTS.** The Contract Documents consist of this Agreement, the Plans and the Specifications identified in Exhibit A hereto, and written modifications issued after execution of this Agreement. All references in the Specifications to the "Commissioner" and / or "Department" shall be interpreted to refer and mean the "Owner". All references in the Specifications to the "Engineer" shall be interpreted to refer and mean the Owner or their authorized representative. The Contract Documents form the Contract for Construction and represent the entire and integrated agreement between the parties hereto and supersede any and all prior negotiations, representations or agreements, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between Owner and any subcontractor or (2) between any persons or entities other than Owner and Contractor.

Contractor shall promptly call to the attention of Owner any discrepancy or conflict in the Plans or Specifications that affect its Work. The coordination of the Plans and Specifications shall be in accordance with Section 105.04 of the Standard Specifications. In the event of conflict or discrepancies between and among the Contract Documents, figure dimensions shall take precedence over scale measurements, large scale details shall take precedence over small scale plans or drawings, and plans or drawings of a later date shall take precedence over those of an earlier date. Any part of the Work shown on the Plans but not specifically mentioned in the Specifications, or vice versa, shall be considered as part of the Work as though included in both. Likewise, the Work to be undertaken by Contractor shall include all incidental work necessary as customarily done for the completion of the Project even though it may not be specifically described in the Specifications or Plans.

Contractor has carefully studied and compared the Contract Documents with each other and with information furnished by Owner and has reported to Owner all errors, inconsistencies or omissions. Contractor shall have no rights against Owner for errors, inconsistencies or omissions in the Contract Documents unless Contractor recognized such error, inconsistency or omission and reported it prior to the date of this Agreement. Contractor shall perform no construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents. Contractor warrants and represents to Owner that the Plans and Specifications for the Work are suitable and adapted for said Work and agrees that it will perform the Work and complete the same to the satisfaction of Owner.

3. **CONTRACT SUM AND PAYMENTS.** Owner agrees to pay Contractor for the performance of the Work, for the actual amount of work done and materials in place as measured by the Owner, at the unit prices submitted by the Contractor on the Itemized Proposal dated \_\_\_\_\_, \$\_\_\_\_\_ ("Contract Sum"), which is attached hereto and made a part of this Agreement.

The Contract Sum, including authorized adjustments, is the total amount payable by Owner to Contractor for performance of the Work under the Contract Documents. In determining the Contract Sum, Contractor has taken into account the level of completeness of the Contract Documents and has exercised its best skill and efforts to make (1) appropriate judgments and inferences in connection with the requirements of the Contract Documents, and (2) all inquiries to clarify the Contract Documents as necessary to calculate and establish the Contract Sum.

A. **APPLICATIONS FOR PAYMENT.** All payments provided herein are subject to funds as provided by Owner and the laws of the State of Indiana. The Owner shall make payments on account of the Agreement, upon acceptance of Application for Payment for labor and materials incorporated in the Work at the rate of Ninety-five percent (95%) of such value of the Work until the Work is substantially completed. The Contractor will be



paid Ninety-five percent (95%) of the monthly estimate, the remaining five percent (5%) will be retained by the Owner. No partial payment will be made nor estimates submitted when the total value of the Work done since the last estimate amounts to less than \$500.00. Any amount withheld as retainage by the Owner will be held until the final completion and acceptance of the work and will be paid with final payment.

Progress payments will be due on the first day of the month and will be paid monthly. At least ten (10) days before the date established for each progress payment, Contractor shall submit to Owner an itemized Application for Payment for operations completed in accordance with the Progress Schedule. Such Application for Payment shall be supported by such data substantiating Contractor's right to payment as Owner may require, such as copies of requisitions from subcontractors and material suppliers.

Before the first Application for Payment, Contractor shall submit to Owner a proposed Progress Schedule allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as Owner may require. This Progress Schedule, once approved by Owner, shall be used as a basis for reviewing Contractor's Applications for Payment.

Owner reserves the right to inspect the Project and approve the progress of Work completed to the date of the Application for Payment. If requested by Owner prior to making said payment, Contractor shall submit to Owner an Affidavit and partial Waiver of Lien, and/or partial waivers from subcontractors and material suppliers, in form and content satisfactory to Owner, stipulating that all costs for labor and materials incurred in the previous month have been paid to subcontractors, material suppliers, laborers and equipment lessors. An Application for Payment shall not include requests for payment of amounts Contractor does not intend to pay to a subcontractor or material supplier.

In no instance shall payments exceed Ninety-five percent (95%) of the net value of stored materials or equipment. The requirements for storage and payment for such designated materials shall follow the requirements of the Contract Documents.

**B. PAYMENT OF SUBCONTRACTORS AND MATERIALMEN.** The Contractor agrees to assume and does assume full and exclusive responsibility for the payment of subcontractors, laborers, material suppliers, and those performing services in compliance with Ind. Code § 36-1-12-13. The Agreement is expressly made an obligation covered by the Contractor's Payment Bond and Performance Bond obligation. The obligation of the surety shall not in any way be affected by the bankruptcy, insolvency, or breach of contract of the Contractor.

The making of an incorrect certification by the Contractor shall be considered a substantial breach of contract on the part of the Contractor. Based on a breach of contract, the Owner may, in addition to all other remedies, withhold all payments not yet made and recover all payments previously made less that amount which has actually been paid to subcontractors by the Contractor. The obligation is hereby created on the part of the Contractor to return all such payments previously made in such case.

Upon receipt of a progress payment, Contractor shall pay promptly all valid bills and charges for materials, equipment, labor and other costs in connection with or arising out of the Work and will hold Owner free and harmless from and against all liens and claims of liens for such materials, equipment, labor and other costs, or any of them, filed against the Project or the site, or any part thereof, and from and against all expenses

and liability in connection therewith including, but not limited to, court costs and attorneys' fees. Should any lien or claim of lien be filed of record against the Project or the site, or should Owner receive notice of any claim or of any unpaid bill in connection with the Work, Contractor shall forthwith either pay or discharge the same and cause the same to be released of record or shall furnish Owner with appropriate indemnity in form and amount satisfactory to Owner.

C. WITHHOLDING OF PAYMENT. If any claim or lien is made or filed with or against Owner, the Project, the real estate, or contract proceeds by any person claiming that Contractor or any subcontractor or any person for whom Contractor is liable has failed to make payment for labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work, or if at any time there shall be evidence of such non-payment or of any claim or lien which is chargeable to Contractor, or if Contractor or any subcontractor or other person for whom Contractor is liable causes damages to the Work, or if Contractor fails to perform or is otherwise in default under any of the terms or provisions of the Contract Documents, Owner shall have the right to retain from any payment then due or thereafter to become due an amount which it deems sufficient to (1) satisfy, discharge and/or defend against such claim or lien or any action which may be brought or judgment which may be recovered thereon, (2) make good any such non-payment, damage, failure or default, and (3) compensate Owner for and indemnify him against any and all losses, liability, damages, costs, and expenses, including attorneys' fees and disbursements which may be sustained or incurred in connection therewith. Owner shall have the right to apply and charge against Contractor so much of the amount retained as may be required for the foregoing purposes. If the amount retained is insufficient therefor, Contractor shall be liable for the difference.

If Owner withholds any payment, partial or final, from Contractor, Owner may, but shall not be obligated or required to, make direct or joint payment on behalf of Contractor for any part or all of such sums due and owing to said subcontractors, material suppliers, equipment lessors and/or laborers for their labor, materials or equipment furnished to the Project, not to exceed the Contract Sum remaining due and owing to Contractor, and charge all such direct payments against the Contract Sum; provided, however, that nothing contained in this paragraph shall create any personal liability on the part of Owner to any subcontractor, material supplier, equipment lessor or laborer, or any direct contractual relationship between Owner and them.

D. FINAL PAYMENT. When the Contractor completes the work in accordance with the Contract Documents and in an acceptable manner as determined by the Engineer, the Contractor will prepare a final estimate for the work performed and will furnish the Engineer with a copy of the final estimate. Final payment shall not become due until Contractor submits (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which Owner or Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents will remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to Owner, (3) a written statement that Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, and (5) affidavit and waiver of liens from all subcontractors, material suppliers and equipment suppliers used in the prosecution of the work.

The Engineer, acting on behalf of the Owner, will then certify to the Owner's duly appointed representative the balance due the Contractor and the certificate will be deemed evidence of final acceptance of the completed Agreement by the Owner. Owner will make final payment to the Contractor within one hundred eighty (180) days after final acceptance and completion of the Agreement. However, final payment may not be made on any amount that is in dispute, but final payment may be made on the part of the Contract Sum or those amounts not in dispute.

Acceptance of final payment by Contractor shall constitute a waiver of claims by Contractor except those previously made in writing and identified by Contractor as unsettled at the time of final payment.

E. INTEREST. Unless otherwise expressly provided in the Contract Documents, payments due to Contractor under the terms of the Contract Documents and unpaid shall bear no interest and Contractor shall be entitled to no interest, statutory or otherwise. In the event Owner is entitled to withhold payment under the Contract Documents, or in the event of a good faith dispute between Owner and Contractor, no interest shall accrue.

4. DATE OF COMMENCEMENT AND COMPLETION. Contractor shall commence its Work promptly upon receipt of written notice from Owner to proceed with the Work, and Contractor shall achieve Final Completion within 90 calendar days thereafter, subject to adjustments authorized by Owner ("Contract Time"). The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined. Time limits stated in the Contract Documents are of the essence of this Agreement. By executing this Agreement, Contractor confirms that the Contract Time is a reasonable period for performing the Work. Contractor shall not knowingly, except by agreement or instruction of Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by the Contract Documents.

A. COMMENCEMENT. It is not incumbent upon Owner to notify Contractor when to begin (other than the notice to proceed), cease or resume Work, to give early notice of the rejection of faulty Work, nor in any way to superintend so as to relieve Contractor of responsibility or of any consequence of neglect or carelessness by Contractor or its subordinates. All materials and labor shall be furnished at such time as shall be for the best interest of all trades concerned, to the end that the combined Work of all may be properly and fully completed in accordance with the progress schedule.

## 5. MISCELLANEOUS PROVISIONS

A. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Indiana.

B. SUCCESSORS AND ASSIGNS. Owner and Contractor respectively bind themselves, their successors, assigns and legal representatives to the other party hereto in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to this Agreement shall assign this Agreement without the written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under this Agreement.

C. WRITTEN NOTICE. Written notice shall be deemed to have been duly served if delivered in person to the individual or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

D. RIGHTS AND REMEDIES. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law. No act or failure to act by Owner or Contractor shall constitute a waiver of a right or duty afforded them under this Agreement, nor shall such action or failure to act constitute approval of or acquiescence thereunder.

E. E-VERIFY PROGRAM. The Contractor shall enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program as defined in IC 22-5-1.7-3. The Contractor is not required to verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program if the E-Verify program no longer exists.

IN WITNESS WHEREOF, the Contractor does hereby accept the foregoing agreement and has hereunder set his hand this \_\_\_\_ day of \_\_\_\_\_, 2013.

Contractor: \_\_\_\_\_  
(Business Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed)

\_\_\_\_\_  
(Title)

STATE OF INDIANA       )  
                                      ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned notary public, on this \_\_\_\_ day of \_\_\_\_\_, 2013, personally appeared \_\_\_\_\_ as Contractor and being duly sworn, acknowledged the execution of the above Agreement.

\_\_\_\_\_  
(Notary Public - Signature)

SEAL

\_\_\_\_\_  
(Notary Public - Printed)

My Commission Expires: \_\_\_\_\_.

Residing in \_\_\_\_\_ County.

IN WITNESS WHEREOF, the Owner does hereby accept the foregoing agreement and has hereunder set his hand this \_\_\_\_ day of \_\_\_\_\_, 2013.

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

STATE OF INDIANA       )  
                                      ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned notary public, on this \_\_\_\_ day of \_\_\_\_\_, 2013, personally appeared \_\_\_\_\_ as Owner and being duly sworn, acknowledged the execution of the above Agreement.

\_\_\_\_\_  
(Notary Public - Signature)

SEAL

\_\_\_\_\_  
(Notary Public - Printed)

My Commission Expires: \_\_\_\_\_.

Residing in \_\_\_\_\_ County.

## **EXHIBIT A**

### **THE PLANS AND SPECIFICATIONS**

<u>Item</u>	<u>Date</u>	<u>Prepared By</u>
Standard Specifications w/Supplementals	2012	Indiana Department of Transportation
Standard Drawings	2012	Indiana Department of Transportation
General Provisions	11/1/13	Beam Longest & Neff, LLC.
Special Provisions	11/1/13	Beam Longest & Neff, LLC.
Plans	11/1/13	Beam Longest & Neff, LLC.

**The standard specifications, supplemental specifications and standard drawings to be used for this project are the same as those used for projects let through INDOT based on the letting of the project. This information may be obtained through INDOT.**

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:** that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal,  
and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound  
unto \_\_\_\_\_

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Address of Owner)

hereinafter called **OWNER**, in the penal sum  
of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

In lawful money of the United States, for the payment of which sum well and truly to be made,  
we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the Principal entered into a  
certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2013, a copy of  
which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IN WITNESS WHEREOF**, this instrument is executed  
in \_\_\_\_\_ counterparts,

each one of which shall be deemed an original, this the \_\_\_\_\_ (Number) day  
of \_\_\_\_\_

\_\_\_\_\_, 2013.

**ATTEST:**

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
Principal

By \_\_\_\_\_

(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
Surety

**ATTEST:**

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
Witness to Surety

\_\_\_\_\_  
(Address)

\_\_\_\_\_

By \_\_\_\_\_

Attorney-in-Fact

\_\_\_\_\_  
(Address)

\_\_\_\_\_

**NOTE:** Date of **BOND** must not be prior to date of Contract.  
If **CONTRACTOR** is partnership, all partners should execute **BOND**.

**IMPORTANT:** Surety companies executing **BONDS** must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.



**PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENTS:** that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal,  
and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound  
unto \_\_\_\_\_

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Address of Owner)

hereinafter called **OWNER**, in the penal sum  
of \_\_\_\_\_

\_\_\_\_\_ Dollars \$ \_\_\_\_\_).

In lawful money of the United States, for the payment of which sum well and truly to be made,  
we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the Principal entered into a  
certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2013, a copy  
of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOW, THEREFORE**, if the Principal shall promptly make payment to all persons, firms, **SUBCONTRACTORS**, and corporations furnishing materials for or performing labor in the prosecution of the **WORK** provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such **WORK**, and all insurance premiums on said **WORK**, and for all labor, performed in such **WORK** whether by **SUBCONTRACTOR** or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

**PROVIDED, FURTHER**, that the said **SURETY** for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to **WORK** to be performed there under or the **SPECIFICATIONS** accompanying the same shall in any way affect its obligation on this **BOND**, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the **WORK** or to the **SPECIFICATIONS**.

**PROVIDED, FURTHER**, that no final settlement between the **OWNER** and the **CONTRACTOR** shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

**PROVIDED, FURTHER**, that this bond is furnished to the **OWNER** in compliance with I.C. 36-1-12-13.1 as a statutory bond and said statute is incorporated herein by reference and made a part of this Payment Bond, which statute requires the wording of I.C. 36-1-12-13.1 (c) to be specified on the Payment Bond.

**IN WITNESS WHEREOF**, this instrument is executed  
in \_\_\_\_\_ counterparts,

each one of which shall be deemed an original, this the \_\_\_\_\_ (Number) day  
of \_\_\_\_\_, 2013.

**ATTEST:**

_____ (Principal) Secretary	_____ Principal
(SEAL)	By _____ (Name)
_____ (Witness as to Principal)	_____ (Address)
_____ (Address)	_____ Surety

**ATTEST:**

_____ Witness to Surety	By _____ Attorney-in-Fact
_____ (Address)	_____ (Address)
_____	_____

**NOTE:** Date of **BOND** must not be prior to date of Contract.  
If **CONTRACTOR** is partnership, all partners should execute **BOND**.

**IMPORTANT:** Surety companies executing **BONDS** must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

**NOTICE TO PROCEED**

TO: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

You are hereby notified to commence WORK in accordance with the Contract dated \_\_\_\_\_, 2013, on or before \_\_\_\_\_, 2013, and you are to complete the WORK within \_\_\_\_\_ consecutive calendar days thereafter. The date of completion of all WORK is therefore \_\_\_\_\_, 2013.

\_\_\_\_\_  
\_\_\_\_\_, INDIANA  
By \_\_\_\_\_  
Title \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by \_\_\_\_\_ this  
\_\_\_\_\_  
the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

By \_\_\_\_\_  
Title \_\_\_\_\_

## **~ INDEX TO THE ~ GENERAL PROVISIONS**

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## **GENERAL PROVISIONS**

### **GP1. CONTRACT DOCUMENTS**

The "Contract Documents" include the Quotation Documents, Agreement, Plans, Specifications, General Provisions and Special Provisions. It is the intent of these Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance therewith. Any work, materials or equipment that may reasonably be inferred will be supplied whether or not specifically called for.

The "Quotation Documents" include the Request for Quotations, Instructions to Quoters, Proposal including Itemized Proposal, Signature Affidavit, Bid Bond, Non-Collusion Affidavit, Non-Discrimination Affidavit, Affidavit of Subcontractors Employed, E-verify Affidavit, Agreement Between Owner and Contractor, Plans, Specifications, including any Addenda to such documents issued prior to the receipt of Quotes. All definitions included in the Contract, Specifications or the other Contract Documents shall apply to the Quotation Documents.

The "Specifications" include the Indiana Department of Transportation 2012 Standard Specifications, including all Supplemental Specifications (all directions, provisions, and requirements pertaining to the performance of the Work), General Provisions, and Special Provisions. All references in the Specifications to the "Commissioner" and / or "Department" shall be interpreted to refer and mean the "Owner". All references in the Specifications to the "Engineer" shall be interpreted to refer and mean the Owner or their authorized representative.

### **GP2. PRECONSTRUCTION CONFERENCE**

Before the Contractor is issued a Notice to Proceed, a conference attended by the Owner, Engineer, Contractor and others as appropriate will be held. The purpose of this conference will be to discuss procedures for making submittals, processing applications for payment, and to establish other procedures and understandings bearing upon coordination and performance of the work.

### **GP3. PROGRESS SCHEDULE**

Within ten days after the date of the Notice to Proceed, the Contractor shall submit to the Engineer for review a proposed schedule indicating the starting and completion dates of the various stages of the work to be performed under this contract. The Engineer shall review the proposed schedule to determine conformity with the contract and will make recommendations to the Owner concerning approval thereof; however, the review, approval or other action taken by the Engineer or Owner in respect of such schedules shall not relieve the Contractor of its obligations to perform the work within the contract schedule(s).

### **GP4. SUPERVISION**

Contractor shall supervise and direct the Work using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. Contractor shall be responsible to Owner for the acts and omissions of Contractor's employees, subcontractors, material suppliers, laborers, equipment lessors and all other persons performing portions of the Work. Contractor shall be responsible for the inspection of Work performed under the Contract Documents to determine that the Work is in proper condition to receive subsequent Work.

## **GENERAL PROVISIONS**

### **GP5. RESIDENT SUPERINTENDENT**

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

### **GP6. OBSERVATION OF WORK**

The Engineer and his representative shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for observation.

If the specifications, the Engineer's instructions, laws, ordinances or any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for observation and, if the observation is by an authority other than the Engineer, the date fixed for such observation. If any work should be covered up without the approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination at the Contractor's expense.

Re-examination of questioned work may be ordered by the Engineer and if so ordered the work must be uncovered by the Contractor. If such work is found to be in accordance with the Contract Documents, the Owner shall pay the cost of the re-examination and replacement. If such work is not found to be in accordance with the Contract Documents, the Contractor shall pay the cost, unless he shows that the defect in the work was caused by another Contractor, and in that event the Owner shall pay the cost of the re-examination and replacement.

### **GP7. CHANGES IN THE WORK**

The Owner, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract Sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

In giving instructions, the Engineer shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or changes shall be made unless in pursuance of a written order from the Owner signed or countersigned by the Engineer, or a written order from the ENGINEER stating that the Owner has authorized the extra work or change, and no claim for an addition to the contract sum shall be valid unless so ordered. The payment of extra work will be made in accordance with Section 109.05 of the Standard Specifications.

## **GENERAL PROVISIONS**

### **GP8. PROJECT RESPONSIBILITY**

Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

### **GP9. STANDARDS OF QUALITY**

All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for in the Contract Documents shall expressly run for the benefit of the Owner. If requested by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

### **GP10. WARRANTY OF WORK**

Contractor warrants to Owner that the materials and equipment furnished under the Contract Documents shall be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

It is understood and agreed that the foregoing warranties shall not affect, limit or impair Owner's right against Contractor with regard to latent defects in the Work which do not appear within the applicable warranty period following acceptance of the Work and which could not, by the exercise of reasonable care and due diligence, be ascertained or discovered by Owner within such warranty period.

### **GP11. PARTIAL PAYMENTS**

All payments provided herein are subject to funds as provided by Owner and the laws of the State of Indiana. The Owner shall make payments on account of the Agreement, upon acceptance of Application for Payment for labor and materials incorporated in the Work at the rate of Ninety-five percent (95%) of such value of the Work until the Work is substantially completed. The Contractor will be paid Ninety-five percent (95%) of the monthly estimate, the remaining five percent (5%) will be retained by the Owner. No partial payment will be made nor estimates submitted when the total value of the Work done since the last estimate amounts to less than \$500.00. Any amount withheld as retainage by the Owner will be held until the final completion and acceptance of the work and will be paid with final payment.

Progress payments will be due on the first day of the month and will be paid monthly. At least ten (10) days before the date established for each progress payment, Contractor shall submit to Owner an itemized Application for Payment for operations completed in accordance with the Progress Schedule. Such Application for Payment shall be supported by such data substantiating Contractor's right to payment as Owner may require, such as copies of requisitions from subcontractors and material suppliers.

Before the first Application for Payment, Contractor shall submit to Owner a proposed Progress Schedule allocated to various portions of the Work, prepared in such form and



## **GENERAL PROVISIONS**

supported by such data to substantiate its accuracy as Owner may require. This Progress Schedule, once approved by Owner, shall be used as a basis for reviewing Contractor's Applications for Payment.

Owner reserves the right to inspect the Project and approve the progress of Work completed to the date of the Application for Payment. If requested by Owner prior to making said payment, Contractor shall submit to Owner an Affidavit and partial Waiver of Lien, and/or partial waivers from subcontractors and material suppliers, in form and content satisfactory to Owner, stipulating that all costs for labor and materials incurred in the previous month have been paid to subcontractors, material suppliers, laborers and equipment lessors. An Application for Payment shall not include requests for payment of amounts Contractor does not intend to pay to a subcontractor or material supplier.

In no instance shall payments exceed Ninety-five percent (95%) of the net value of stored materials or equipment. The requirements for storage and payment for such designated materials shall follow the requirements of the Contract Documents.

### **GP12. FINAL PAYMENT**

When the Contractor completes the work in accordance with the Contract Documents and in an acceptable matter as determined by the Engineer, the Contractor will prepare a final estimate for the work performed and will furnish the Engineer with a copy of the final estimate. Final payment shall not become due until Contractor submits (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which Owner or Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents will remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to Owner, (3) a written statement that Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, and (5) affidavit and waiver of liens from all subcontractors, material suppliers and equipment suppliers used in the prosecution of the work.

The Engineer, acting on behalf of the Owner, will then certify to the Owner's duly appointed representative the balance due the Contractor and the certificate will be deemed evidence of final acceptance of the completed Agreement by the Owner. Owner will make final payment to the Contractor within one hundred eighty (180) days after final acceptance and completion of the Agreement. However, final payment may not be made on any amount that is in dispute, but final payment may be made on the part of the Contract Sum or those amounts not in dispute.

Acceptance of final payment by Contractor shall constitute a waiver of claims by Contractor except those previously made in writing and identified by Contractor as unsettled at the time of final payment.

## **GENERAL PROVISIONS**

### **GP13. PERMITS**

All permits and licenses which may be required due to construction methods such as, but not limited to, borrow or disposal pits, stream crossings, causeways, work bridges, cofferdams, etc., but which are not part of the contract documents shall be procured by the Contractor prior to beginning the work which requires the permit.

All charges, fees, and taxes shall be paid, and all notices necessary and incidental to the due and lawful prosecution of the work shall be given.

### **GP14. UTILITIES**

The Contractor shall be responsible for contacting and coordinating with all utilities affected by this project. The Contractor shall notify any utility which might have facilities in the way of the construction two weeks prior to beginning work. Contract working days will be charged unless the Contractor can show written evidence that he is making every possible effort on his part to get the utility work completed.

The Contractor's attention is directed to Section 107.20 regarding his responsibility for Utility Properties and Service. No work is to commence until all utility owners have been contacted and the exact location and depth of existing lines has been established and the necessary arrangements for the protection thereof have been made. All work to be performed adjacent to existing lines shall be done in the presence of utility personnel, unless permission is otherwise granted from the particular owner involved.

### **GP15. INSURANCE**

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.

The types and minimum amounts of insurance to be provided for by the Contractor shall be in accordance with Section 103.04 of the Standard Specifications.

Contractor shall submit a "Certificate of Insurance" indicating the above necessary coverage as well as naming the Owner, its employees and representatives and the Engineer as "Additional Insured" on all policies except Worker's Compensation.

## ~ INDEX TO THE ~ SPECIAL PROVISIONS

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## **SPECIAL PROVISIONS**

### **SP1. SPECIFICATIONS:**

The following Special Provisions are in addition to the Indiana Department of Transportation 2012 STANDARD SPECIFICATIONS which Standard Specifications shall apply to this contract.

These Special Provisions shall govern over the Standard Specifications.

Where the words "Standard Specifications" and also where reference consisting of a letter and number or numbers are used, they shall be construed as referring to the Indiana Department of Transportation 2012 STANDARD SPECIFICATIONS.

### **SP2. SCOPE OF WORK:**

The intent of these Special Provisions together with the Standard Specifications and Plans is to provide for complete construction of the following structure, designated as:

REPAIR OF NEWTON COUNTY BRIDGE 149  
ON COUNTY ROAD 650 EAST OVER IROQUOIS RIVER  
IROQUOIS TOWNSHIP  
NEWTON COUNTY, INDIANA

The proposed construction will consist of:

Repair of the existing single span steel through truss Bridge 149 (1-span: 108'-0" square bridge with a 15'-1" clear roadway) at approximate 480 feet south of County Road 700 South (Iroquois Dr.) and all other work incidental to the construction, all as more fully set forth in the Plans and Specifications.

### **SP3. BARRICADES, TRAFFIC SIGNS AND LIGHTS:**

The Contractor shall erect barricades and maintain traffic signs and lights wherever required for safeguarding the public and they shall be acceptable to the Engineer.

### **SP4. STARTING WORK:**

The Contractor shall start work within fifteen (15) calendar days after date of Engineer's Notice to Proceed.

### **SP5. PRECONSTRUCTION CONFERENCE:**

The Contractor shall have a preconstruction conference with the Engineer prior to start of work.

## **SPECIAL PROVISIONS**

### **SP6. DATE OF COMPLETION:**

The Contractor shall have all work completed and ready for acceptance in Ninety (90) calendar days after date of Engineer's Notice to Proceed. The Contractor's attention is specifically directed to Article 108.08 in regard to the liquidated damages for failure to complete work in accordance with Article 108.07.

If the contract is not completed within the contract time of Ninety (90) calendar days, \$500.00 will be assessed as liquidated damages, not as penalty, but as damages sustained for each calendar day that the contract is not complete.

Extension of contract time, if required, shall be in accordance with 108.08.

### **SP7. TRAFFIC SIGNS:**

All signs shall conform to current Indiana Manual on Uniform Traffic Control Devices and Section 801 of the Specifications.

### **SP8. DECREASED OR INCREASED QUANTITIES OF WORK:**

These Special Provisions shall not be considered as a waiver of, nor shall they invalidate the right of the Engineer to increase or decrease quantities of work.

### **SP9. AFTER OPENING ROAD TO TRAFFIC:**

The Contractor is to notify the U.S. Post Office, rural fire departments and affected schools, local police agencies and Newton County Sheriff's department, via telephone and certified letter, copy to Engineer, that the road is open.

### **SP10. IDEM NOTIFICATION FOR STRUCTURAL REMOVAL:**

The Contractor is required to perform an asbestos inspection prior to the removal of portions of the existing bridge. The IDEM Notification of Demolition and Renovation Operations form, enclosed with these Special Provisions, shall be completed by the Contractor and submitted to the Indiana Department of Environmental Management a minimum of 10 days prior to removal of portions of the existing bridge. The cost of this work shall be included in the cost of other items.

If asbestos containing building material (ACBM) is encountered, the material will not be further disturbed until it has been properly evaluated by an individual trained in the provisions of 40 CFR Part 61, Subpart M. Qualified individuals will be on site during the stripping or removal of any regulated asbestos-containing material and evidence of the completion of the required training will be posted and available for inspection at the site. The cost of this work to be included in the pay item, "Present Structure, Remove, Portions", as provided in the Itemized Proposal.

## **SPECIAL PROVISIONS**

### **SP11. TESTING OF MATERIALS:**

The Contractor shall perform all testing and sampling of materials as hereinafter specified. The Contractor shall furnish certified tests for the following materials, which are to be made by an independent laboratory approved by the Engineer. The cost of providing samples and testing will not be paid for directly but will be included in the cost of other items.

#### **CONCRETE:**

Advance Concrete Tests: Concrete tests shall be conducted in accordance with A.S.T.M. Serial Des. C-39, for compliance with the requirements of these specifications.

Slump: For each 25 cubic yards or fraction thereof taken from forms.

Compression: The Contractor shall have tests made at a testing laboratory that is approved by the Engineer. The Contractor shall furnish to the Engineer all equipment and facilities necessary to prepare concrete test specimens. Three test cylinders 6" in diameter and 12" high will be made for each 100 cubic yards of each class of concrete or fraction thereof, placed each day. The Contractor shall properly crate and transport the cylinder test specimens to the approved laboratory.

The minimum compressive strength at 28 days shall be:

Class "C" Concrete, 4000 P.S.I.  
Class "A" Concrete, 3500 P.S.I.  
Class "B" Concrete, 3000 P.S.I.

One of the three test specimens shall be tested at 7 days and the remaining two specimens shall be tested at 28 days.

Concrete test specifications shall be in accordance with AASHTO Des. T-23; cylinder specimens shall be tested in accordance with AASHTO T-22, and test beams shall be treated in accordance with AASHTO Des. T-97.

If the Contractor desires to remove forms sooner than as specified in Article 702.13, he shall make 6x6x36 test beams to provide information for stripping forms. Equipment for testing these beams shall be furnished by the Contractor.

HMA MATERIAL: The Contractor shall provide proof that all HMA material used shall be of State tested material and on immediate usage basis.

REINFORCING STEEL: The Contractor shall furnish the Engineer with two (2) copies of certified mill test reports. Reinforcing steel shall comply with the requirements set out in Article 910.01. Grade 60 steel shall be used.

## **SPECIAL PROVISIONS**

**BORROW:** The Contractor shall determine the location of the borrow and shall have laboratory density tests made as prescribed in Article 203.24 and outlined in AASHTO T-99.

### **SP12. EXISTING TRAFFIC SIGNS:**

Unless indicated to be reset, all existing traffic signs are to remain the property of the County. The Contractor shall remove all existing signs affected by the construction. The signs indicated to be reset shall be reset at a time when construction will not damage the sign. No direct payment will be made, but shall be included in the cost of other items.

### **SP13. SHIM PLATES:**

This work shall consist of placing shims under the top plate for the steel stringer bearing assemblies. These shims shall be provided at all locations where the beams do not rest fully on the top plate. These shims shall be sized to provide the stable support of each steel stringer on the abutments. Metal plates used as shim plates shall conform to ASTM A709, Grade 50.

The cost of the structural steel, all labor, drilling, equipment and materials required for this work shall be included at the contract unit price per pound as set forth in the Itemized Proposal, "Structural Steel".

### **SP14. PROTECTION OF PROPERTY:**

The Contractor's attention is directed to Section 108.04 with regard to prosecution of the work. Pollutants such as fuels, lubricants, bitumen, raw sewage and other harmful materials (including residual materials from scarifying bridge decks and approaches, sandblasting and cleaning operations, and materials from full and partial depth bridge deck patching) shall not be discharged into or near rivers, streams and impoundments or into natural or man-made channels leading thereto.

### **SP15. ENVIRONMENTAL PERMITS:**

Copies of all permits and certifications applied for and received by the Engineer are enclosed for review. The Contractor shall be responsible for any permits required for construction which are not covered in the project specifications. According to the requirements of the governing agencies, the authorizations must be conspicuously displayed at the project site and the Contractor shall perform his work in accordance with the conditions contained in all permits.

## **SPECIAL PROVISIONS**

### **SP16. CLEANING BRIDGE SEATS:**

The existing bridge seats at abutments no. 1 and no. 2 of structure No. 149 are to be thoroughly cleaning and debris removed. The cost of all labor, materials and equipment necessary to complete this work shall be included in the lump sum pay item, "Clean Steel Bridge, Partial, QP-1, Bridge No. 149".

### **SP17. THE CONTRACTOR:**

The Contractor shall notify the Engineer following removal of the concrete encasement around the lower chords, end posts and steel stringers and when the gusset plates, connection angles and bearing base plates have been removed. This will allow the Engineer to inspect these areas to determine if additional repairs are required.

### **SP18. WELDING:**

All welding shall conform to the current AWS Structural Welding Code.

### **SP19. QUALIFICATION OF WELDERS:**

The Contractor shall submit certification of prequalification of each welder to the Engineer, in accordance with Section 5 of the current AWS Structural Welding Code and Section 711.32 of the Standard Specifications.

### **SP20. PRESENT STRUCTURE, REMOVE PORTIONS:**

This work shall consist of the removal of portions of the existing bridge as shown in the contract plans in accordance with Section 202 of the standard specifications. The Contractor shall remove all timber beams attached to the existing stringers, portions of the replaced existing steel open grate deck, the concrete encasements around the truss bearings and steel stringers, portions of the existing steel stringers, portions of the abutment caps and mudwalls and portions of the truss connections, portal bracing, lateral bracing, rivets and bearings as shown in the plans. The Contractor shall remove the existing road barricades once all work is complete and the road is opened to traffic. Cost of all this work shall be included in the lump sum pay item, "Present Structure, Remove Portions".

### **SP21. CONTRACTOR'S RESPONSIBILITY FOR MATCHING OLD WORK:**

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 and connections meeting the approval of the Engineer.



## **SPECIAL PROVISIONS**

### **SP22. STRUCTURAL STEEL:**

Structural steel members shall be replaced or repaired as shown in the plans or as directed by the Engineer.

Unless noted, all new structural steel shall be ASTM A709 Grade 50 and all bolts shall be high strength A325. All new steel shall have two shop coats of paint. All painting shall be done in accordance with Section 619 of the Standard Specifications. Paint color shall match federal standards 595 Color No. 30070, Brown.

The steel stringers in the end bays (LO-L1) shall be removed and replaced with W10x26 steel stringers at the specified spacing as shown in the plans. The steel gusset plates, connection angles and bearing base plates at each truss corner (LO) shall be removed and replaced and connected with high strength bolts. The lower chord members shall be repaired with a bolted plate on the inside of each channel member. The upper north portal bracing and connection angles shall be removed and replaced. The upper lateral bracing member (NEU2-NWU1) and connection plates shall be removed and replaced.

The cost of the structural steel, bolts, drilling, equipment, labor and materials required for this work shall be included at the contract unit price per pound as set forth in the Itemized Proposal, "Structural Steel". The cost of all labor, equipment and materials associated with painting shall be included in the lump sum pay item, "Paint Steel Bridge, Partial, Bridge No. 149".

### **SP23. DECK REPLACEMENT AND RESET:**

Steel open grate deck panels shall be replaced or reset as shown in the plans or as directed by the Engineer.

The new steel open grate deck shall be Grade A-36 steel and shall be designed for HS-20 loading for the existing and new stringer spacing shown in the plans. The Contractor shall furnish (3) sets of stamped shop drawings of the steel open grate deck for approval prior to fabrication. The drawings shall be stamped by a Registered Professional Engineer.

The cost of the new steel open grate deck, welding, equipment, field cutting deck around trusses, all labor and materials required for this work shall be included at the contract unit price per square foot as set forth in the Itemized Proposal, "Grid Floor, Steel, 3 in., Open". The cost of all equipment, welding, labor and materials associated with removing and resetting the existing steel open grate deck panels shall be included in the lump sum pay item, "Grid Floor, Reset".

## **SPECIAL PROVISIONS**

### **SP24. JACKING AND SUPPORTING EXISTING STRUCTURE:**

This work shall consist of the jacking, shoring and temporary support of the existing truss to allow for the repair of the bridge steel deck, upper portal bracing, truss bearing connections, abutment cap construction and steel stringer replacement as shown on the plans.

Adequate bracing or temporary shoring shall be provided prior to the start of any repairs to ensure the integrity of the existing structure is maintained. The Contractor shall submit to the Engineer a plan detailing their proposed method for jacking, shoring and supporting the existing structure during construction. The jacking, shoring and supporting plan shall be designed and sealed by a Professional Engineer licensed in the state of Indiana. Approval from the Engineer shall be received seven days prior to commencing the work. No alterations shall be made to the existing structure without prior approval from the Engineer. Any alterations or damage that is not necessary for the jacking, shoring and temporary support of the existing structure that was not prior agreed upon to by the Engineer, shall be repaired by the Contractor with no additional cost to the Owner.

The jacking, shoring and temporary support of the existing truss will not be measured for payment.

All engineering, labor, material, tools, equipment and incidentals required to do this work will be included in the contract lump sum price for "Jacking and Supporting Truss and Steel Beams".

### **SP25. UTILITY INFORMATION:**

All applicable sections of 105.06 and 107.20 shall apply except as amended elsewhere within the contract documents and as follows:

Coordination with any applicable utility is the sole responsibility of the *CONTRACTOR*.

The *CONTRACTOR* shall be responsible for contacting the applicable utilities to coordinate his work prior to the commencement of any construction activities.

## **SPECIAL PROVISIONS**

The utility status as of November 5, 2013 is as follows:

<u>Utility Name</u>	<u>Status</u>
United Telephone Company of Indiana Inc. DBA CenturyLink 1401 W. Center Street Warsaw, IN 46580 Attn: Burt Sipe Ph: 574-372-2720 Fax: 574-268-2141	The facilities of United Telephone Company of Indiana Inc. exist within the project limits. A steel conduit is attached to the west truss's lower chord. It is anticipated that there will be an adjustment of their facilities for construction and their relocated facilities will remain within the project site. All work shall be performed around their relocated facilities. Coordination with United Telephone Company of Indiana Inc. shall be discussed at the Preconstruction Conference.

## ***FORMS***

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# INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

## NOTIFICATION OF DEMOLITION AND RENOVATION OPERATIONS

State Form 44593 (R2 / 8-99)

<b>I. TYPE OF NOTIFICATION (check one):</b> Original _____ Revised * _____ Canceled _____ Courtesy _____ * Must include copy of notification which is being revised					
<b>II. FACILITY INFORMATION</b> (identify owner, removal contractor, demolition contractor, inspector, and project designer)					
Owner: _____					
Address: _____					
City: _____		State: _____		Zip: _____	
Contact: _____		Telephone #: _____			
Removal Contractor: _____  Address: _____  City: _____ State: _____ Zip: _____  Contact: _____ Phone: _____  IN License #: _____ Expiration: _____			Demolition Contractor: _____  Address: _____  City: _____ State: _____ Zip: _____  Contact: _____ Phone: _____		
Inspector: _____  Address: _____  City: _____ State: _____ Zip: _____  IN License #: _____ Expiration: _____  Phone: _____			(Required for asbestos projects at schools K – 12)  Project Designer: _____  Address: _____  City: _____ State: _____ Zip: _____  IN License #: _____ Expiration: _____  Phone: _____		
<b>III. TYPE OF OPERATION (check one)</b> Renovation: _____ Emergency Renovation: _____ Intentional Burning: _____ Demolition: _____ Ordered Demolition: _____					
<b>IV. IS ASBESTOS PRESENT? (check one)</b> YES: _____ NO: _____					
<b>V. PROCEDURES, INCLUDING ANALYTICAL METHODS, IF APPROPRIATE. USED TO DETECT THE PRESENCE AND AMOUNT OF ASBESTOS MATERIAL</b> _____					
<b>VI. APPROXIMATE AMOUNT OF ASBESTOS</b> (Including Regulated ACM, Category I non-friable Category II non-friable ACM)					
	Regulated ACM to be removed	Non-friable Asbestos Material To be removed		Non-friable Asbestos Material Not to be removed before demolition	
		Category I	Category II	Category I	Category II
Pipes (LnFt)					
Surface Area (SqFt)					
Total Volume (CuFt) on/off Components					
<b>VII. SCHEDULED DATES OF ASBESTOS STRIPPING/REMOVAL:</b> Start: _____ End: _____					
<b>VIII. SCHEDULED DATES OF RENOVATION:</b> Start: _____ End: _____      DEMOLITION:      Start: _____ End: _____					
<b>IX. FACILITY DESCRIPTION</b> (Including building name, floor, and room number)					
Building Name: _____					
Street Address: _____					
City: _____		State: _____		County: _____	
Location of removal within building: _____					
Building Size (SqFt): _____			# of Floors: _____		Age: _____
Present Use: _____			Prior use: _____		

X. DESCRIPTION OF PLANNED DEMOLITION OR RENOVATION WORK, METHODS/TECHNIQUES TO BE USED, AFFECTED FACILITY COMPONENTS AND TYPE OF MATERIALS REMOVED

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XI. DESCRIPTION OF WORK PRACTICES AND ENGINEERING CONTROLS TO BE USED TO PREVENT EMISSIONS OF ASBESTOS AT THE SITE; INCLUDING ASBESTOS STRIPPING, REMOVAL AND WASTE HANDLING PROCEDURES TO PREVENT NON-FRIABLE ASBESTOS MATERIAL FROM BECOMING FRIABLE IN THE COURSE OF THE PROJECT:

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XII. DESCRIPTION OF PROCEDURES TO BE FOLLOWED IN THE EVENT THAT UNEXPECTED ASBESTOS IS FOUND OR PREVIOUSLY NON-FRIABLE ASBESTOS MATERIAL BECOMES CRUMBLLED, PULVERIZED, OR REDUCED POWDER:

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XIII. WASTE TRANSPORTER

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

XIV. WASTE DISPOSAL SITE

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

XV. IF DEMOLITION ORDERED BY A GOVERNMENT AGENCY, IDENTIFY THE AGENCY BELOW AND ATTACH A COPY OF THE ORDER TO THIS FORM. IF THE FACILITY IS NOT INSPECTED PRIOR TO DEMOLITION, THE DEBRIS MUST BE KEPT ADEQUATELY WET. THE DEBRIS MUST THEN BE INSPECTED AFTER DEMOLITION OR ASSUME ALL DEBRIS TO BE CONTAMINATED WITH RACM AND DISPOSED OF APPROPRIATELY TO COMPLY WITH 326 IAC 14-10-1(b).

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date ordered to begin: \_\_\_\_\_  
Authority: \_\_\_\_\_ Date of Order: \_\_\_\_\_

XVI. FOR EMERGENCY RENOVATIONS:

Date and time of emergency: \_\_\_\_\_

Description of sudden, unexpected event: \_\_\_\_\_

Explanation of how the event caused unsafe conditions or would cause equipment damage: \_\_\_\_\_

XVII. I HEREBY CERTIFY THAT THE INFORMATION IN THIS NOTIFICATION IS CORRECT AND THAT I WILL ONLY USE INDIANA LICENSED WORKERS AND PROJECT SUPERVISORS, TO IMPLEMENT THIS ASBESTOS PROJECT, WHICH HAVE BEEN TRAINED IN 326IAC 14-10; 40 CFR PART 61, SUBPART M; AND, IF APPLICABLE, INDIANAPOLIS AIR POLLUTION CONTROL BOARD REGULATION 14. THE TRAINED INDIVIDUAL(S) ALONG WITH EVIDENCE THAT THE REQUIRED TRAINING WAS ACCOMPLISHED SHALL BE AVAILABLE AT THE JOB SITE DURING ACTUAL WORKING HOURS.

Owner/operator (signature)

date

Owner/operator (printed)

affiliation

\*\*\*\*\* OFFICE USE ONLY \*\*\*\*\*

POSTMARK:

RECEIVED:

REVIEWED BY:

DEFICIENCIES: