

Specifications

For

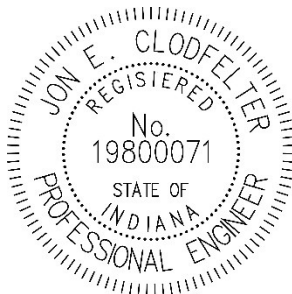
CR 142 BRIDGE 332 REHABILITATION PROJECT


OWNERS:

ELKHART COUNTY, INDIANA, ACTING THROUGH
ITS BOARD OF COUNTY COMMISSIONERS
ELKHART COUNTY HIGHWAY DEPARTMENT
ENGINEERING SECTION
610 STEURY AVENUE
GOSHEN, IN 46528



Elkhart County Highway Department
610 Steury Avenue, Goshen, Indiana 46528
Phone: 574-534-9394 • Fax: 574-533-7103




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 06/03/2025
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Division 1:

General Conditions

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DEFINITIONS

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

"ADDENDA"	Written or graphic instruments issued prior to the opening of Bids, which clarify, correct, or change the bidding documents or Contract Documents.
"APPROVED"	The words "approved", "acceptable", "satisfactory", "in the judgment of", and words of like import, shall mean approval by, acceptable to, satisfactory to, or in the judgment of, the Engineer or Owner.
"BONDS"	Bid, Performance, Payment, or Maintenance Bonds, and other instruments of security collectively or individually as applicable.
"CHANGE ORDER"	A document recommended by ENGINEER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.
"CONTRACTOR"	The person, firm, or corporation to whom the enclosed contract is awarded by the Owner and who is subject to the terms hereof.
"COUNTY SPECIFICATIONS"	The current Elkhart County roads guidelines and standards for design and public improvements.
"DIRECTED"	The words "directed", "required", "permitted", "ordered", "designated", and words of like import shall imply the direction, requirement, permission, order of designation of the Engineer or Owner.
"ENGINEER"	The Elkhart County Highway Division, or, the Elkhart Co. Manager of Engineering, or duly authorized representative designated by the Owner.
"FIELD ORDER"	A written order issued by ENGINEER which orders minor changes in the Work in accordance with paragraph 7.5 but which does not involve a change in the Contract Price or the Contract Time.
"FINAL ACCEPTANCE"	The date when OWNER accepts ENGINEER'S recommendation of final payment.

"GENERAL REQUIREMENTS"	Sections of Division A of the Specifications.
"LAWS AND REGULATIONS; LAWS OR REGULATIONS"	Laws, rules, regulations, ordinances, codes and/or orders.
"MUTCD"	Manual of uniform traffic control devices.
"NOTICE TO PROCEED"	A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Contract Documents.
"OWNER"	The public body or authority, corporation, association, firm or person with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided. This typically being Elkhart County, Indiana, acting through its Board of County Commissioners.
"PARTIAL UTILIZATION"	Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.
"PROJECT"	The total construction of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.
"RESIDENT PROJECT REPRESENTATIVE"	The authorized representative of ENGINEER who is assigned to the site or any part thereof
"SHOP DRAWINGS"	All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.
"SPECIFICATIONS"	Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

"STANDARD DETAILS"	The current INDOT standard sheets with standard details.
"STANDARD SPECIFICATIONS"	The latest edition of the Indiana Department of Transportation Standard Specifications and current supplemental Technical Specifications.
"STOP ORDER or STOP WORK ORDER"	Written order from OWNER or ENGINEER to stop all work covered by the Contract Documents.
"SUBCONTRACTOR"	An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.
"SUBSTANTIAL COMPLETION"	See Paragraph 12.5 of these General Conditions.
"SUPPLEMENTARY CONDITIONS"	The part of the Contract Documents which amends or supplements these General Conditions.
"SUBSTANTIAL COMPLETION"	See Paragraph 12.5 of these General Conditions.
"SURETY"	Financial guarantee that insures the CONTRACTOR'S obligation.
"UNDERGROUND FACILITIES"	All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments. In addition, any encasement containing such facilities that have been installed underground to furnish any of the following services or materials; electricity, gases, steam, liquid petroleum products, telephone or other communication means, cable television, sewage and drainage removal, traffic or other control systems or water.
"UNIT PRICE WORK"	Work to be paid for on the basis of unit prices.
"WORK"	Work to be done under this Contract at the site of the improvement.
"WORK DIRECTIVE CHANGE"	A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed.

"WRITTEN AMENDMENT"

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

ARTICLE 1 - PRELIMINARY MATTERS

1.1 Delivery of Bonds

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

1.2 Copies of Documents

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

1.3 Contract Documents

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

1.4 Commencement of Contract Time; Notice to Proceed

The Contract Time will commence when the Contractor receives the Notice to Proceed from the Engineer. CONTRACTOR shall not be paid for any work performed prior to receiving the Notice to Proceed from the Engineer.

1.5 Starting the Project

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

1.6 Before Starting Construction

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

1.7 Submission for Review

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

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

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

1.7.3 CONTRACTOR shall provide an updated progress schedule at all scheduled progress meetings.

1.8 Delivery of Certificates

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

1.9 Subcontracts

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

1.10 Preconstruction Conference

Following the Effective Date of the Agreement, but before CONTRACTOR starts the Work at the site, a conference attended by CONTRACTOR, ENGINEER and others, as appropriate, will be held to discuss the schedules referred to in paragraph 1.7, as well as the Subcontractors proposed by Contractor for certain portions of the work, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

1.11 Non-Discrimination

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

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

1.11.2 That no Contractor, Subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race or color;

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

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

1.12 Insurance

1.12.1 Contractor's Liability Insurance:

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

1.12.2 Contractor's Insurance:

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

a) Workmen's Compensation and Occupational Disease Insurance

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

b) Employer's Liability Insurance

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

c) Comprehensive General Liability Insurance

The Contractor shall maintain a Comprehensive General Liability form of Insurance with bodily injury of not less than \$1,000,000 for any one (1) occurrence, and \$2,000,000 aggregate. The insurance policy shall include the following:

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

i) Property damage arising out of blasting or explosion.

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

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

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

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

d) Automobile Liability Insurance

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

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

f) Umbrella Policy Insurance

The Contractor shall maintain a minimum \$3,000,000 Umbrella Policy in addition to their primary insurance.

1.13 Proof of Carriage Insurance

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

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

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

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

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

1.14 Performance and Payment Bond

The Contractor shall furnish a Performance and Payment Bond (form attached) equal to one hundred percent (100%) of the Contract Price.

ARTICLE 2 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

2.1 Intent

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

2.1.1 It is the intent of the Contract Documents to describe a functionally complete

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

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

2.2 Amending and Supplementing Contract Documents:

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

2.2.1 A formal Written Amendment,

2.2.2 A Change Order, or

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

In addition, the requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

2.2.4 A Field Order,

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

2.2.6 ENGINEER's written interpretation or clarification.

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

3.1 Availability of Lands

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

entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim for an extension of Contract Time.

3.2 Physical Conditions - Underground Facilities

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

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

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

3.3 Not Shown or Indicated

If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency) as permitted by paragraph 4.2.1, identify the owner of such Underground Facility and give written notice thereof to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility.

3.4 Assignment of Contract

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

ARTICLE 4 - CONTRACTOR'S RESPONSIBILITIES

4.1 Supervision and Superintendence

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

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

4.2 Labor, Materials and Equipment

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

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

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

4.3 Substitutes or "Or-Equal" Items

4.3.1 Whenever materials or equipment are specified or described in the Contract

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

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

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

4.4 Contractor Responsibility

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

4.5 Subcontractor Responsibility

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

4.6 Permits

Unless otherwise provided in the General Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses.

4.7 Laws and Regulations

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

4.7.2 If CONTRACTOR observes that the Specifications or Drawings are at variance with any Laws or Regulations, CONTRACTOR shall give ENGINEER prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 2.2. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations, and without such notice to ENGINEER, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

4.8 Taxes

CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be

paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

4.9 Use of Premises

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

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

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

4.10 Record Documents

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

these record documents, samples and Shop Drawings will be delivered to ENGINEER for OWNER.

4.11 Safety and Protection

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

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

4.11.2 CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 4.11.1(b) or 4.11.1(c) caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR.

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

4.12 Emergencies

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER or OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the

Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

4.13 Shop Drawings and Samples

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

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

4.13.3 At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to ENGINEER for review and approval of each such variation.

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

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

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

4.14 Continuing the Work

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

4.15 Indemnification:

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

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

4.15.2 In any and all claims against OWNER or ENGINEER or any of their consultants, agents or employees by any employee of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 1.12.2 (c)2 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

4.16 Sanitation

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

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

4.17 Road Closing Requirements

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

ROAD CLOSING – NOTIFICATION NUMBERS

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

Please note date of successful notification**POLICE, FIRE, EMS**

Elkhart County PSCC (911 Center) 533-4151

SCHOOLS

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

POST OFFICES

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

NEWS MEDIA

Elkhart Truth	294-1661	fax: 294-3895
Goshen News	533-2151	fax: 534-8830

Channel 16	574-631-1616	fax: 293-3297
.....		fax: 631-1639
Channel 22	574-293-3148	fax: 289-0622
Channel 28	574-679-4545	fax: 522-7609

OTHERS:

Elkhart County Hwy	533-0538
Elkhart County Eng	533-0538

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

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

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

ARTICLE 5 - OTHER WORK

5.1 Related Work at Site

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

5.1.1 CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or OWNER, if OWNER is performing the additional work with OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs, CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

6.1 Communication

OWNER shall issue all communications to CONTRACTOR through ENGINEER.

6.2 Appointment of Engineer

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

6.3 Payment

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

6.4 Change Orders

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

6.5 Inspection

OWNER's responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 11.3.

6.6 Service Termination

In connection with OWNER's right to stop Work or suspend Work, see paragraphs 11.5 and 13.1. Paragraph 13.2 deals with OWNER's right to terminate services of CONTRACTOR under certain circumstances.

ARTICLE 7 - ENGINEER'S STATUS DURING CONSTRUCTION

7.1 Owner's Representative

ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and ENGINEER.

7.2 Visits to Site

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

7.3 Project Representation

If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in observing the performance of the Work.

7.4 Clarifications and Interpretations

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

7.5 Authorized Variations in Work

ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents.

These may be accomplished by a Field Order and will be binding on OWNER, and also on CONTRACTOR who shall perform the Work involved promptly.

7.6 Rejecting Defective Work

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

7.7 Decisions on Disputes

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

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

7.8 Limitations on Engineer's Responsibilities

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

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

7.8.2 ENGINEER will not be responsible for the acts or omissions of

CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

ARTICLE 8 - CHANGES IN THE WORK

8.1 Work Modifications

Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a Written Amendment, a Change Order, or a Work Directive Change. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

8.2 Disagreement

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

8.3 Contract Price and Time

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

8.4 Change orders

OWNER and CONTRACTOR shall execute appropriate Change Orders covering:

8.4.1 Changes in the Work which is ordered by OWNER.

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

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

8.5 Notification of Change

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

ARTICLE 9 - CHANGE OF CONTRACT PRICE

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

9.1 Change Order

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

9.2 Determination of Contract Price

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

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

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

9.3 Cost of the Work

The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. The term Cost of the Work shall **not** include any of the following:

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

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

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

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

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

ARTICLE 10 - CHANGE OF CONTRACT TIME

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

No extension of Contract Time shall be allowed for weather, changes in quantities placed, or ENGINEER review times set forth in this contract.

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

11.1 Warranty and Guarantee

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

11.2 Access to Work

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

11.3 Tests and Inspections

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

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

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

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

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

11.4 Uncovering Work

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

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

11.5 Owner May Stop the Work

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

11.6 Correction or Removal of Defective Work

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

11.7 Three Years Correction Period

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

11.8 Maintenance Bond

Each Contractor shall furnish prior to Final Acceptance a Maintenance Bond (form attached) in an amount at least equal to ten percent (10%) of the Contract Price,

guaranteeing for a period of three (3) years after the date of acceptance by the Owner, that all workmanship and materials entered into the Contract are in accordance with the Plans and Specifications. Each Contractor shall remove any defects due to faulty workmanship and/or materials and shall pay for any damage to other work resulting therefrom which shall appear within the guarantee period. Should such quality assurance tests, as are called for in the contract Plans and Specifications (e.g., roll test, density, concrete strength, etc.), not be performed or if the work is not performed within reasonable conformity to the Plans and Specifications, the maintenance bond period may be extended to six (6) years.

11.9 Acceptance of Defective Work:

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

11.10 OWNER May Correct Defective Work:

If CONTRACTOR fails within a reasonable time after written notice of ENGINEER to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 11.6, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven (7) days' written notice to CONTRACTOR, correct and remedy any such deficiency. All direct, indirect and consequential costs of OWNER in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by ENGINEER, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price.

ARTICLE 12 - PAYMENTS TO CONTRACTOR AND COMPLETION

12.1 Schedule of Values

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

12.2 Application for Progress Payment

At least fifteen (15) days before each regularly scheduled County Commissioners

Meeting, CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

12.3 Contractor's Warranty of Title

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

12.4 Review of Applications for Progress Payment

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

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

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

12.4.4 ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make such

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

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

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

12.5 Substantial Completion

When CONTRACTOR considers the entire Work ready for its intended use (that is, use by the public) and all work items are complete, CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete and request that ENGINEER issue a certificate of Substantial Completion. Within seven (7) calendar days for a contract price under \$1,000,000.00 and fourteen (14) calendar days otherwise, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefore. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be corrected before final payment.

The ENGINEER may recommend to the OWNER that a Waiver of Time be provided to the CONTRACTOR for the seven (7) or fourteen (14) calendar days listed herein if the CONTRACTOR has demobilized from the site, and there are no remaining defective or incomplete Work items. A Waiver of Time is a document that waives the Liquidated Damages for the seven (7) or fourteen (14) day time-frame. A Waiver of Time may be

given for part or the entirety of the seven (7) or fourteen (14) day period listed herein. The amount of time provided in the Waiver of Time is at the discretion of the OWNER.

12.6 Partial Utilization

Use by OWNER of any finished part of the Work, which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER and CONTRACTOR agree constitutes a separately functioning and useable part of the Work that can be used by OWNER without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

12.6.1 OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER and ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefore. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 12.5 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

12.6.2 OWNER may at any time request CONTRACTOR in writing to permit OWNER to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to ENGINEER and within a reasonable time thereafter OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and ENGINEER that such part of the Work is not ready for separate operation by OWNER, ENGINEER will finalize the list of items to be completed or corrected and will deliver such list to OWNER and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed ENGINEER). During such operation and prior to Substantial

Completion of such part of the Work, OWNER shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

12.7 Final Inspection

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

12.8 Final Application for Payment

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

12.9 Final Payment and Acceptance

12.9.1 If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation--all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten (10) days after receipt of final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application to OWNER for payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 12.15. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty (30) days after presentation to OWNER of the Application and accompanying documentation, in appropriate form and substance, and with ENGINEER's recommendation and notice of acceptability, the amount recommended by ENGINEER will become due and will be paid by OWNER to CONTRACTOR.

12.9.2 If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted.

12.10 Contractor's Continuing Obligation

CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by ENGINEER, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents (except as provided in paragraph 12.11).

12.11 Waiver of Claims

The making and acceptance of final payment will constitute:

12.11.1 A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 12.10 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by OWNER of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and

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

ARTICLE 13 - SUSPENSION OF WORK AND TERMINATION

13.1 OWNER May Suspend Work

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

13.2 Conditions of Termination by Owner

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

13.2.1 If CONTRACTOR commences a voluntary case under any chapter of the

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

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

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

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

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

13.2.6 If CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 1.7 as revised from time to time);

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

13.2.8 If CONTRACTOR disregards the authority of ENGINEER; or

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

13.3 Termination by Owner

13.3.1 OWNER may, after giving CONTRACTOR and the surety, if there be one, seven (7) days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work

is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) such excess will be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER will be approved as to reasonableness by ENGINEER and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

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

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

13.4 Conditions of Termination by Contractor

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

13.4.2 If OWNER fails for thirty (30) days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven (7) days' written notice to OWNER and ENGINEER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven (7) days' written notice to OWNER and ENGINEER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 4.14 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with the OWNER.

ARTICLE 14 - MISCELLANEOUS

14.1 Giving Notice

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

14.2 Computation of Time

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

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

14.3 Bid Submission

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

BID FORM

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

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

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

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

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

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

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

- 12 Additional pertinent comments:

BY: _____

(Signature of official completing this form)

BID BOND

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

as PRINCIPAL, and _____

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

_____ Dollars (\$ _____) lawful

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

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

for: _____

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

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

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

IN PRESENCES OF:

INDIVIDUAL PRINCIPALS:

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

ATTEST:

CORPORATE PRINCIPAL:

_____	_____ (SEAL)
_____	_____ (SEAL)

Business Address _____

By: _____

Title: _____

ATTEST:

CORPORATE SURETY:

_____	_____ (SEAL)
_____	_____ (SEAL)

Business Address _____

By: _____

Title: _____

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____

certify that I am the _____

Secretary of the Corporation named as Principal in the within Bond; that _____

_____ who signed the said Bond on behalf of the Principal

was then _____ of the corporation, that I know

his signature, and his signature thereto is genuine; and that said Bond was duly signed,

sealed, and attested to, for and in behalf of said corporation by authority of its governing

body.

_____ (SEAL)

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

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

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH That, Whereas, the
principal is herewith submitting a bid and proposal for the erection, construction and
completion of CR 142 BRIDGE 332 REHABILITATION PROJECT in accordance with the
plans and specifications approved and adopted by said OWNER, which are made a part
of this bond.

NOW, THEREFORE, if the said OWNER awards said principal the contract for work and
said principal promptly enter into a contract with said OWNER ("Construction Agreement")
for the said work and well and faithfully does and performs the same in all respects
according to the plans and specifications provided by the said OWNER, and according to
the time, terms, and conditions specified in the Construction Agreement, and in

accordance with all requirements of law, and promptly pays all debts incurred by him or any subcontractor in the construction of said work, including labor, service, and materials furnished, then this obligation shall be void; otherwise to remain in full force, virtue and effect.

IT IS AGREED that the principal and surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the OWNER for the performance of the Construction Agreement including compliance with all of the plans and specifications provided by the OWNER, and according to the time, terms, and conditions specified in the Construction Agreement, and in accordance with all requirements of law. Principal and surety further agree to defend, indemnify, and hold harmless OWNER from claims, demands, liens or suits by any person or entity seeking payment for Principal's failure to perform under the Construction Agreement.

IT IS AGREED that the principal and surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Construction Agreement, which is incorporated herein by reference. Principal and surety further agree to defend, indemnify, and hold harmless OWNER from claims, demands, liens or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Agreement. The payment bond granted to OWNER is also for the benefit of the subcontractors, laborers, material suppliers, and those performing services.

IT IS AGREED that no modifications, omissions, or additions in or to the terms and conditions of the Construction Agreement, plans, specifications, drawings, or profile; defect in the Construction Agreement; or defect in the proceedings preliminary to the letting and awarding of the Construction Agreement will discharge or any wise affect the obligation of surety on these bonds.

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

NAME_____

NAME_____

ADDRESS_____

ADDRESS_____

BY_____

BY_____

Signature

Title

Signature

Title

(Printed or Typed)
Surety

(Printed or Typed)
Principal

State of Indiana, County of _____ ss:

Personally appeared before me, _____

as principal and _____

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

of _____, _____.

BY _____
Signature Notary Public

(Printed or Typed)

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

My Commission Expires _____, _____.

(County of Residence)

Accepted and approved this _____ day of _____, _____.

Bradley D. Rogers, President

Suzanne M. Weirick, Vice President

Bob Barnes, Member

ATTEST: _____
Patricia A. Pickens, Auditor

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENT: That we, _____

_____, as

Principal, _____ and

as Surety, are held and firmly bound to the _____

_____ in

the sum of _____

_____ Dollars (\$ _____)

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

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

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

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

(SEAL)

Principal

ATTEST:

_____ BY: _____

Title

Title

(SEAL)

ATTEST:

_____ BY: _____

Title

Title

APPROVED this _____ day of _____, _____.

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

Bradley D. Rogers, President

Suzanne M. Weirick, Vice President

Bob Barnes, Member

ATTEST:

Patricia A. Pickens, Auditor

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, ____, by and between _____ (a corporation organized and existing under the laws of the State of Indiana), hereinafter referred to as the "CONTRACTOR," and "ELKHART COUNTY, INDIANA," acting through the Board of Commissioners, hereinafter referred to as the "OWNER."

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

ARTICLE 1 -- STATEMENT OF WORK

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and traffic control, and perform and complete all work required for CR 142 BRIDGE 332 REHABILITATION PROJECT, in Elkhart County, Indiana, as more particularly described in the Specifications, Special Provisions, General Requirements, Supplementary Conditions, Terms for Bidding, plans and drawings, and other items contained therein prepared by Elkhart County ("ENGINEER") and referred to herein as the "Construction Documents." All such Construction Documents have been reviewed and approved by the parties hereto and all are incorporated herein by reference as a part of this Agreement consistent with Article 4 below. All undertakings, duties, obligations, and performance required of Contractor by the Construction Documents and this Agreement are hereinafter referred to as the "Work."

ARTICLE 2 -- CONTRACTOR REPRESENTATIONS

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

CONTRACTOR INDEMNIFICATION

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

REQUIREMENTS FOR CONTRACTORS ON PUBLIC WORKS PROJECTS

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

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

- d) Contractor may not pay cash to any individual employed by the Contractor for work done by the individual on this Work.
 - e) Contractor must be in compliance with the Federal Fair Labor Standards Act of 1938, as amended (29 USC 201-209) and Indiana Code Section 22-2-2-1 through Indiana Code Section 22-2-2-8.
 - f) Contractor must be in compliance with Indiana Code Section 22-3-5-1 and Indiana Code Section 22-3-7-34.
 - g) Contractor must be in compliance with Indiana Code Section 22-4-1 through Indiana Code Section 22-4-39.5.
 - h) Contractor must be in compliance with Indiana Code Section 4-13-18-1 through Indiana Code Section 4-13-18-7.
- 2) Drug Testing of Employees. Indiana Code Section 4-13-18 regarding the drug testing of employees of public works contractors applies to the Agreement as the estimated cost hereof is at least One Hundred Fifty Thousand Dollars (\$150,000.00) and has been awarded after June 30, 2015.
- 3) Nondiscrimination. Pursuant to Indiana Code Section 22-9-1-10, Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, ancestry, or veteran status. Breach of this covenant may be regarded as a material breach of the Agreement.
- 4) Anti-nepotism. Contractor is aware of the provisions of Indiana Code Section 36-1-21 et seq. with respect to anti-nepotism in contractual relationships with governmental entities. Contractor certifies that none of the owners of Contractor is a relative of any elected Council

Member or Commissioner of the County of Elkhart, Indiana.

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

ARTICLE 3 -- THE CONTRACT PRICE

The Owner will pay the Contractor for the performance of the Work subject to additions and deductions provided herein, in current funds, and per applicable Indiana law and the required procedures for payments by Owner, the sum of \$_____. The Contractor shall start the Work on or after **July 28, 2025**, be substantially complete by **October 24, 2025** and receive final acceptance on or before **December 12, 2025**. Any Work remaining to be completed after **October 24, 2025** or Final Acceptance has not been received by **December 12, 2025** is subject to the following damages:

For each and every day Work contemplated in this Agreement fails to achieve substantial completion, beyond the substantial completion date herein established (October 24, 2025) or final acceptance has not been received by the final acceptance date herein established (December 12, 2025), Contractor shall owe and pay to Owner the sum of \$1,000.00 per day, as liquidated damages and not as penalty. In establishing said \$1,000.00 sum per day as and for liquidated damages owed by the Contractor to Owner, the parties hereto stipulate and agree that the actual damages that would be suffered by Owner because of the failure of Contractor to timely complete the Work contemplated are indefinite and uncertain; however, the parties hereto stipulate that the sum herein established is a reasonable estimate by the parties of the probable damages to be suffered by the Owner upon the failure of the Contractor to timely complete the Work contemplated. The liquidated damages herein established shall be deducted daily from the Contract Price herein established, thereby reducing the same for the total amount of liquidated damages as herein stipulated, and hence reducing payments of the Contract Price Owner would otherwise make. If an intermediate date is specified for one or more of the items or phases of the contract, liquidated damages will apply for that particular item or phase as if the intermediate date

specified for said item or phase is conclusion of said portion of project or contract.

ARTICLE 4 -- CONTRACT DOCUMENTS

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

- a. This Agreement.
- b. Memos:
- c. Invitation for Bids.
- d. Notice to Bidders.
- e. Signed copy of Bid and Itemized Bid Form.
- f. General Conditions and Supplementary Conditions.
- g. Construction Specifications and Related Documents.
- h. Plans.
- i. Addendums

ARTICLE 5 -- PROJECT CONTROL

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

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

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

CONTRACTOR:

By _____ Signature

_____ Printed Name

_____ Title

OWNER: **ELKHART COUNTY, INDIANA**, by and through its Board of County Commissioners

Bradley D. Rogers, President

Suzanne M. Weirick, Vice-President

Bob Barnes, Member

ATTEST: _____
Patricia A. Pickens, Auditor

Division 2:

Supplemental Provisions

For

CR 142 BRIDGE 332 REHABILITATION PROJECT

OWNERS:

ELKHART COUNTY, INDIANA, ACTING THROUGH
ITS BOARD OF COUNTY COMMISSIONERS
ELKHART COUNTY HIGHWAY DEPARTMENT
ENGINEERING SECTION
610 STEURY AVENUE
GOSHEN, IN 46528



Elkhart County Highway Department
610 Steury Avenue, Goshen, Indiana 46528
Phone: 574-534-9394 • Fax: 574-533-7103

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SP1 – GENERAL INFORMATION

1. GENERAL

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

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

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

2. HIERARCHY

The hierarchy of governing authority in the contract Documents is as follows.

- A. Division 1 provisions as modified by the Supplemental Provisions
- B. Project Technical Provisions
- C. Project Drawings
- D. County Specifications
- E. INDOT Standard Specifications
- F. INDOT Standard Drawings

SP2 – CONTRACT QUESTIONS

1. GENERAL

Submit all questions in writing to *UNITED CONSULTING, 8440 Allison Pointe Blvd., Indianapolis, IN 46250* or *chris.andrzejewski@ucindy.com*, prior to 5:00 p.m. local time, July 1, 2025. A written response will be posted to the Elkhart County Highway website, where the bid documents were posted. No questions will be answered by telephone.

SP3 – UTILITIES

1. GENERAL

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

2. COORDINATION WITH UTILITIES

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

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

3. NIPSCO OVERHEAD ELECTRIC

NIPSCO has an overhead electric facility on the west side of the road. This facility and the underbuilds located below it must remain in-place during construction. The NIPSCO facility will be de-energized. The Contractor shall coordinate with Matt Boyle (219-380-4136) from NIPSCO to schedule the line outage.

4. COMMUNITY FIBER NETWORK BURIED FIBER

Community Fiber Network has a buried fiber facility on the west side of the road. This existing facility is being abandoned in place and new a new buried fiber facility is being installed to the east side. If questions arise, Rob Smith may be contacted at 219-204-3143.

5. QUALITY CABLEVISION OVERHEAD COAXIAL AND BURIED COPPER

Quality CableVision has an overhead coaxial facility on NIPSCO's poles and two buried copper cables along the east side of the road and attached to the bridge. The overhead coaxial facility is being relocated with Community Fiber Network's fiber relocation. The buried copper cables have been abandoned in place. If questions arise, Rob Smith may be contacted at 219-204-3143.

SP4 – STORAGE OF CONTRACTOR'S EQUIPMENT, MATERIALS AND TEMPORARY OFFICES

1. GENERAL

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

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

All areas within the limits of the Right-of-Way that are used by the Contractor for temporary storage, of any kind, shall be restored to their original condition by the Contractor at his own expense, when no longer required for that purpose.

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

SP5 – HAZARD COMMUNICATIONS PROGRAM

1. GENERAL

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

SP6 – ENVIRONMENTAL RESTRICTIONS

1. GENERAL

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

2. PERMITS

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

- Indiana Department of Natural Resources FW-33118-0
- Indiana Department of Environmental Management Section 401 Water Quality Certification
- Army Corps of Engineers Section 404 Permit, LRE-2025-00139-120
- FAA Permit

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

SP7 – CONTRACTOR'S RESPONSIBILITY FOR MATCHING OLD WORK**1. GENERAL**

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

SP8 – DUST AND AIR POLLUTION CONTROL**1. GENERAL**

Provision shall be made for prompt removal from traveled roadways of all dirt and other materials that have been deposited thereon by operations concerned with the project whenever the accumulation is sufficient to cause the formation of dust or mud, interfere with drainage, damage pavements, or create a traffic hazard.

2. CONSTRUCTION

Construction methods and means shall be employed to keep flying dust and air pollution to a minimum. Provisions shall be made for the control of dust on the project and on the roads, streets and other areas affected by the project wherever traffic or buildings or construction materials are affected by such dust. The materials and methods used for dust control shall be subject to approval by the Engineer.

The cost of controlling dust and air pollution shall be included in the costs of other pay items and no additional payment will be made.

SP9 – CONTAMINATION PRECAUTION

1. GENERAL

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

SP10 – RECORD DRAWINGS**1. GENERAL**

Record Drawings shall be required for all major projects.

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

The Contractor shall provide the Owner with two (2) neatly prepared and reproducible sets of record drawings and one (1) complete set in PDF format on a thumb drive.

Record drawing preparation shall be incidental to the contract.

SP11 – MATERIAL TESTING

1. LABORATORY INSPECTION AND TESTING

- A. All collection, laboratory inspection and testing of materials shall be performed as required under Article 106.02 of the Standard Specifications except as modified herein. It is the responsibility of the Contractor to see that all work is performed as required herein. The collection, laboratory inspection and testing of materials shall be performed by an independent testing laboratory.
- B. The minimum number of samples and/or tests will be in accordance with INDOT's "Manual for Frequency of Sampling and Testing and Basis for Use of Material" unless superseded by the Technical Provisions and Supplementary Specifications for this project. This manual is available for review at INDOT's Office of the Division of Materials and Tests.
- C. The cost of this work shall be included in the bid price of other items.
- D. The Engineer, or the Engineer's Authorized Representative, may require that collection, laboratory inspection and testing of materials be performed in addition to the minimum number of tests required as described above. A written order will be provided to the Contractor requesting the additional work. Payment for the additional collection, laboratory inspection and testing of materials will be made either by change order or under the item allowance for Inspection and Testing if included in the contract. All test results shall be given to the owner/inspector in a timely manner.

SP12 – VIDEO REQUIREMENTS FOR CONSTRUCTION CORRIDOR

1. GENERAL

The Contractor shall provide video footage, including sound, of the entire project, but not limited to any off-site areas used for material storage, hauling, dumping, and other areas that may be affected by the construction process.

The video shall provide a complete record of the physical conditions of the entire project BEFORE mobilization and AFTER cleanup. The video shall be cataloged by automobile odometer readings taken in one-tenth (1/10) of a mile increments for those areas accessible by automobile, or by project Stationing, either via on-screen text or audible notes. Time and date stamp shall be recorded throughout and clearly legible on the video.

2. QUALITY

The video shall be 720p quality or better. The videos shall be in mpeg-4 or H.264 format. Should multiple individual files be used, each should overlap 100 feet with the one previous to it. The center of the road, driveways, landscaping, and lawn areas adjacent to the project should be clearly visible.

3. COST AND TIMELINE

The cost of video recording shall be incidental to the other project items. However, no application for payment will be approved until after the pre-construction videos have been reviewed and accepted by both the Engineer and Owner. **The pre-construction videos shall be provided to the Engineer at least two (2) weeks prior to the application of initial progress payment.** Prior to final payment application to release retainage, the Contractor shall submit to the Engineer the post-construction video.

Division 3:

Project Technical Specifications

For

CR 142 BRIDGE 332 REHABILITATION PROJECT

OWNERS:

ELKHART COUNTY, INDIANA, ACTING THROUGH
ITS BOARD OF COUNTY COMMISSIONERS
ELKHART COUNTY HIGHWAY DEPARTMENT
ENGINEERING SECTION
610 STEURY AVENUE
GOSHEN, IN 46528



Elkhart County Highway Department
610 Steury Avenue, Goshen, Indiana 46528
Phone: 574-534-9394 • Fax: 574-533-7103

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TP5 – GROUND MOUNTED SIGN RESET	6
TP6 – RAILING, TS-1	7

TP1 - SPECIAL RIGHT-OF-WAY CONDITIONS

PART 1 GENERAL

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

TP2 – FINISHING CONCRETE

PART 1 GENERAL

- A. The Standard Specifications are revised as follows:

SECTION 704, BEGIN LINE 149, DELETE AND INSERT AS FOLLOWS:

After final smoothness checking, the surface shall be ~~longitudinally grooved in accordance with 722.14.~~ *tined in accordance with 504.03.*

SECTION 704, BEGIN LINE 171, DELETE AS FOLLOWS:

~~Longitudinal grooving will be measured in accordance with 722.15.~~

SECTION 704, BEGIN LINE 179, DELETE AS FOLLOWS:

~~Longitudinal grooving will be paid for in accordance with 722.16.~~

TP3 – UNDISTRIBUTED QUANTITIES

PART 1 GENERAL

- A. The schedule of pay items contains the following undistributed quantities in addition to known plan quantities:

710-09158 Patching Concrete Structures	10 SFT
727-90308 Epoxy Injection, Crack Preparation	40 LFT
727-90309 Epoxy Injection, Epoxy Material	5 GAL
727-93560 Epoxy Injection, Furnishing Equipment	1 LS

The exact location of the undistributed quantity, if required, will be determined by the Engineer during the time of construction.

TP4 – QC/QA SAMPLING AND TESTING ON 401 AND 410 PAY ITEMS

PART 1 GENERAL

- A. Each location shown in the table below that has a quantity less than 300 t per item number will be accepted by a type D certification in accordance with 402.09. Compaction of mixtures at locations shown in the table below that have an original contract pay item quantity less than 300 t per item number shall be in accordance with 402.15, except rollers shall not be operated in vibratory mode for mixtures in accordance with 410.

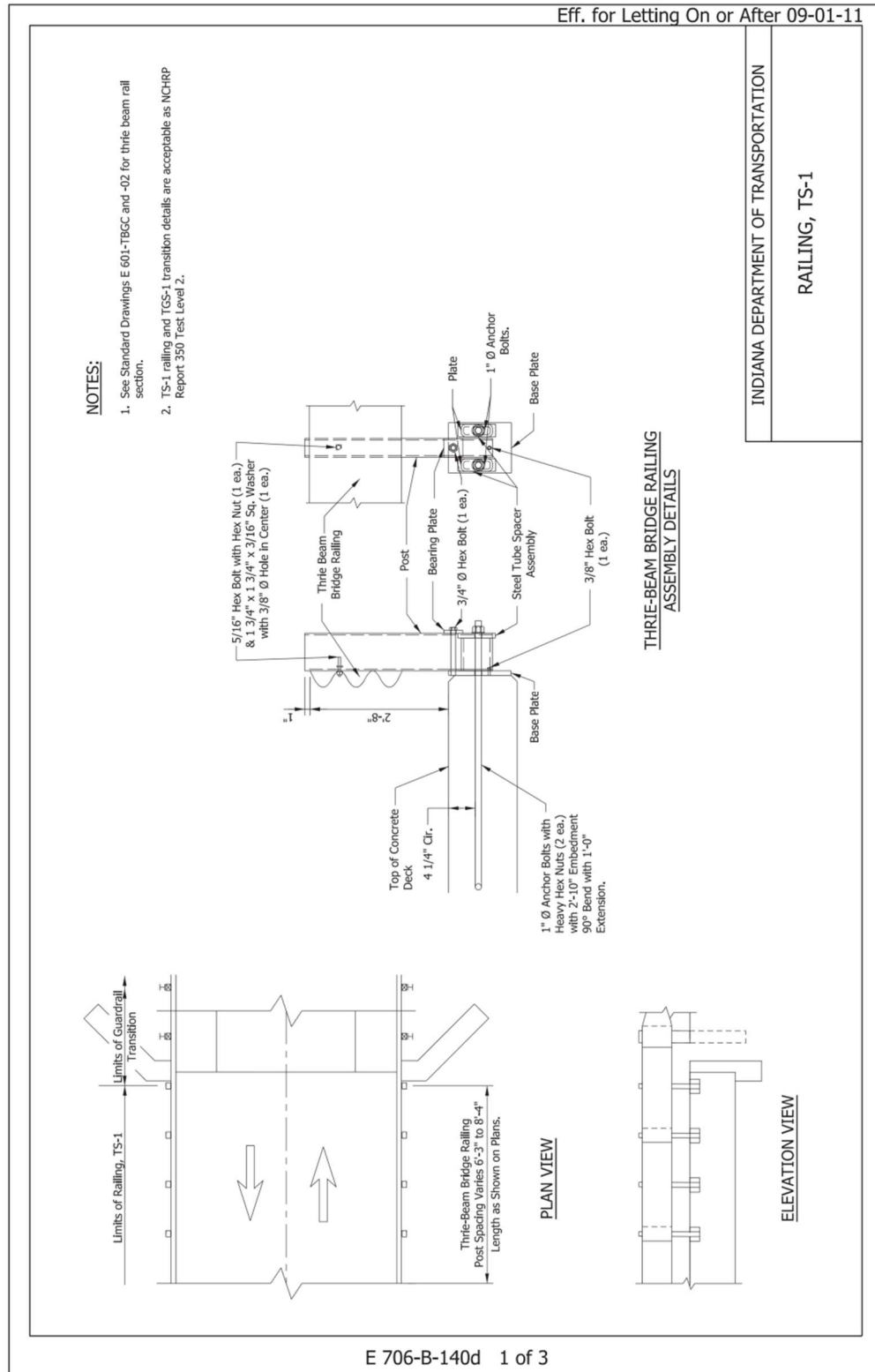
Pay Item Number	<u>401-000002</u>	<u>401-000038</u>	<u>401-000047</u>
Pay Item Description	<u>QC/QA-HMA 3,</u> <u>58S, SURFACE,</u> <u>9.5mm</u>	<u>QC/QA-HMA 3,</u> <u>58S,</u> <u>INTERMEDIATE,</u> <u>19.0mm</u>	<u>QC/QA-HMA 3,</u> <u>58S, BASE,</u> <u>25.0mm</u>
Location			
Line "A"	49 tons	46 tons	109 tons

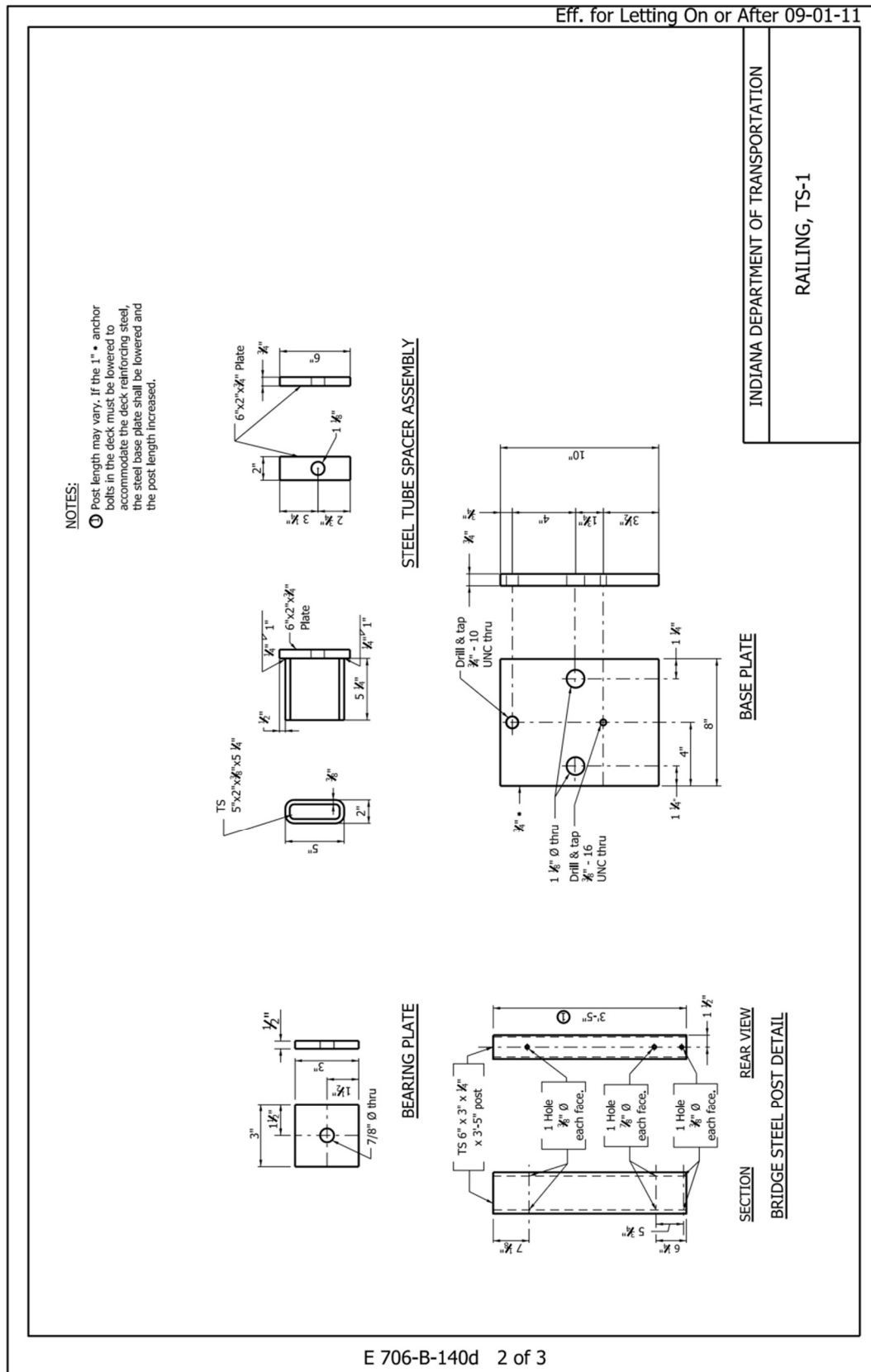
TP5 – GROUND MOUNTED SIGN RESET

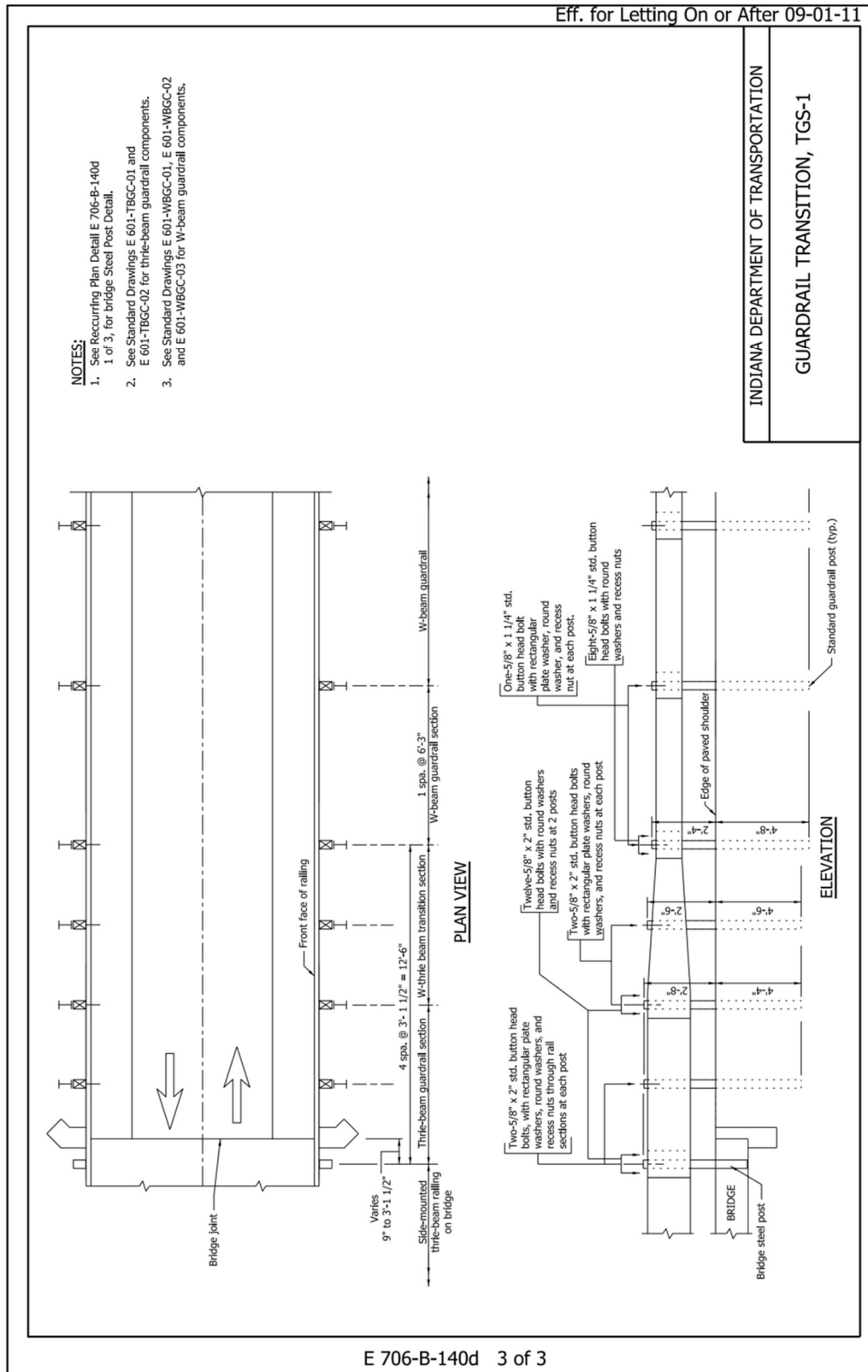
PART 1 GENERAL

- A. Existing ground mounted signs to be reset shall be removed without damage, stored, and re-installed as shown on the plans. Existing ground mounted signs reset will be measured by the number of signs removed and re-installed, complete in place. Existing ground mounted signs reset will be paid for at the contract unit price per each. The cost of ground mounted sign removal, existing post removal, and storage shall be included in the cost of sign resetting. Existing signs or posts that are damaged by the CONTRACTOR shall be replaced with no additional payment.

TP6 – RAILING, TS-1







Division 4:

Bid Documents

For

CR 142 BRIDGE 332 REHABILITATION PROJECT

OWNERS:

ELKHART COUNTY, INDIANA, ACTING THROUGH
ITS BOARD OF COUNTY COMMISSIONERS
ELKHART COUNTY HIGHWAY DEPARTMENT
ENGINEERING SECTION
610 STEURY AVENUE
GOSHEN, IN 46528



Elkhart County Highway Department
610 Steury Avenue, Goshen, Indiana 46528
Phone: 574-534-9394 • Fax: 574-533-7103

NOTICE TO BIDDERS

Notice is hereby given that the Board of County Commissioners of Elkhart County, Indiana, will receive bids up to **9:00 AM on July 7, 2025** for the **CR 142 BRIDGE 332 REHABILITATION PROJECT**. It is the responsibility of the bidder to ensure that its bid is delivered on time to the Office of the Elkhart County Commissioners, County Administration Building, 117 N. Second Street, Goshen, IN 46526.

Plans, Specifications and bidding documents may be obtained from the **Elkhart County Highway Department, website** at www.elkcohw.org starting at **9:00 AM on June 6, 2025**. Plans, Specifications and Bidding Documents may not be obtained prior to this date.

Plans, Specifications and Bidding Documents will be available for inspection at the Elkhart County Highway Department Office, 610 Steury Ave, Goshen, Indiana starting on **June 6, 2025**. A pre-bid meeting will not be held for this project.

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

The Contractor shall submit an itemized proposal of the approximate quantities and components of labor and materials to complete the contract. Said proposal shall be upon the standard bid sheets used by Elkhart County, and said sheet must contain an authorized signature of the Contractor, or the bid of the Contractor may, at the discretion of Elkhart County, be rejected and declared invalid. Each proposal shall be accompanied by a non-collusion affidavit as required by the Statutes of Indiana and included on Form 96. Bids shall be enclosed in a sealed envelope, bearing the title of the project and name and address of bidder.

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

All work may begin on **July 28, 2025** and shall be completed by **December 12, 2025**. Delays in completion beyond that date shall result in liquidated damages levied against the Contractor by Elkhart County. The damage charges shall be \$1,000.00 per day beyond the above stated date and any intermediate completion dates noted in the specifications.

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

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

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

The Board of County Commissioners reserves the right to reject any and all Bids or to waive any informalities in the bidding.

Dated this 2nd day of June, 2025
Board of County Commissioners of Elkhart County
By Patricia A. Pickens, Auditor

Advertise: June 11, 2025 and June 18, 2025 - Elkhart Truth and Goshen News

The approximate quantities for this contract are as shown on the attached pages. If extra work is necessary due to shifting of any of the items of construction or if additional work is called for in accordance with these specifications, such work shall be paid for on the basis of the following itemized unit prices. In addition to the above, the said unit prices shall also be the basis of payment to the Contractor for actual quantities placed. The attached sheet (s) must be completely filled out and submitted with the sealed bid or Elkhart County may at its discretion, reject the bid and declare the same invalid. An authorized signature of the Contractor is mandatory upon the bid sheets. All other items necessary to properly complete this project or specifically outlined, shall be included within the line items provided and will be considered as incidental. The award of this contract will be based on the sum of the items listed below.

NOTE: Any Item may be withdrawn by Elkhart County at any time prior to performing the work.

ELKHART COUNTY

BID TOTAL _____ dollars

(\$ _____)

Acknowledge Receipt of Addenda No.(s) _____.

Submitted by: _____
Company

Authorized Signature

Date: _____ Phone: _____

ATTEST: _____

ELKHART COUNTY, INDIANA
BOARD OF COUNTY COMMISSIONERS
CR 142 BRIDGE 332 REHABILITATION PROJECT
ITEMIZED PROPOSAL

NO.	SPEC. SECTION	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	105	CONSTRUCTION ENGINEERING	1	LS		
2	TP1	SPECIAL RIGHT-OF-WAY CONDITIONS	1	LS	\$50,000.00	\$50,000.00
3	110	MOBILIZATION AND DEMOBILIZATION (5% MAX)	1	LS		
4	201	CLEARING RIGHT-OF-WAY	1	LS		
5	202	PRESENT STRUCTURE, REMOVE PORTIONS	1	LS		
6	203	EXCAVATION, COMMON	320	CYS		
7	203	BORROW	15	CYS		
8	205	STORM WATER MANAGEMENT BUDGET	12,000	DOL	\$1.00	\$12,000.00
9	205	STORM WATER MANAGEMENT IMPLEMENTATION	1	LS		
10	206	EXCAVATION, FOUNDATION, UNCLASSIFIED	28	CYS		
11	206	COFFERDAM	1	LS		
12	207	SUBGRADE TREATMENT, TYPE IC	384	SYS		
13	211	AGGREGATE FOR END BENT BACKFILL	28	CYS		
14	214	GEOTEXTILE FOR PAVEMENT, TYPE 2B	518	SYS		
15	302	SUBBASE FOR PCCP	34	CYS		
16	303	COMPACTED AGGREGATE NO. 53	28	TON		
17	306	MILLING, TRANSITION	251	SYS		
18	401	QC/QA-HMA, 3, 58S, SURFACE, 9.5 MM	49	TON		
19	401	QC/QA-HMA, 3, 58S, INTERMEDIATE, 19.0 MM	46	TON		
20	401	QC/QA-HMA, 3, 58S, BASE, 25.0 MM	109	TON		

NO.	SPEC. SECTION	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
21	401	JOINT ADHESIVE, SURFACE	219	LFT		
22	401	JOINT ADHESIVE, INTERMEDIATE	119	LFT		
23	406	ASPHALT FOR TACK COAT	910	SYS		
24	601	GUARDRAIL, REMOVE	58	LFT		
25	601	GUARDRAIL TRANSITION, TYPE TGS-1 (MODIFIED)	4	EACH		
26	601	GUARDRAIL END TREATMENT, TYPE OS	4	EACH		
27	609	REINFORCED CONCRETE BRIDGE APPROACH, 12 IN	142	SYS		
28	615	RIGHT-OF-WAY MARKER	8	EACH		
29	615	MONUMENT, B	2	EACH		
30	616	RIPRAP, CLASS 1	185	TON		
31	616	GEOTEXTILE FOR RIPRAP, TYPE 1A	279	SYS		
32	621	MOBILIZATION AND DEMOBILIZATION FOR SEEDING	1	EACH		
33	621	SEED MIXTURE, FLOODPLAIN	11	LBS		
34	628	FIELD OFFICE, TYPE C	3	MOS		
35	702	FIELD DRILLED HOLE IN CONCRETE	72	EACH		
36	703	REINFORCING BARS, EPOXY COATED	32,479	LBS		
37	703	THREADED TIE BAR ASSEMBLY, EPOXY COATED	28	EACH		
38	704	CONCRETE, C, SUPERSTRUCTURE	96.5	CYS		
39	706	RAILING, STEEL TYPE TS-1	194	LFT		
40	707	STRUCTURAL MEMBER, CONCRETE, BOX BEAM, 21 IN. X 48 IN.	395	LFT		
41	709	SURFACE SEAL	1	LS		
42	710	PATCHING CONCRETE STRUCTURES	10	SFT		
43	715	PIPE, END BENT DRAIN, DIAMETER 6 IN.	66	LFT		
44	718	GEOTEXTILE FOR UNDERDRAINS, TYPE 2B	98	SYS		

NO.	SPEC. SECTION	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
45	726	BEARING ASSEMBLY, ELASTOMERIC	16	EACH		
46	727	EPOXY INJECTION, CRACK PREPARATION	40	LFT		
47	727	EPOXY INJECTION, EPOXY MATERIAL	5	GAL		
48	727	EPOXY INJECTION, FURNISHING EQUIPMENT	1	LS		
49	801	ROAD CLOSURE SIGN ASSEMBLY	4	EACH		
50	801	DETOUR ROUTE MARKER ASSEMBLY	20	EACH		
51	801	CONSTRUCTION SIGN, TYPE A	8	EACH		
52	801	MAINTAINING TRAFFIC	1	LS		
53	801	BARRICADE, TYPE III-A	48	LFT		
54	801	BARRICADE, TYPE III-B	48	LFT		
55	802	SIGN, GROUND MOUNTED, RESET	2	EACH		
56	808	LINE, PAINT, SOLID, WHITE, 4 IN.	720	LFT		
57	808	LINE, PAINT, SOLID, YELLOW, 4 IN.	720	EACH		
TOTAL BID:						

Appendix A

Environmental Permits

For

CR 142 BRIDGE 332 REHABILITATION PROJECT

OWNERS:

ELKHART COUNTY, INDIANA, ACTING THROUGH
ITS BOARD OF COUNTY COMMISSIONERS
ELKHART COUNTY HIGHWAY DEPARTMENT
ENGINEERING SECTION
610 STEURY AVENUE
GOSHEN, IN 46528



Elkhart County Highway Department
610 Steury Avenue, Goshen, Indiana 46528
Phone: 574-534-9394 • Fax: 574-533-7103

Chris Andrzejewski

Subject: FW: 401 Approval - Elkhart County Bridge No.332 Rehabilitation Project

From: White, Evan <EVWhite@idem.IN.gov>

Sent: Monday, June 2, 2025 6:25 PM

To: tjackson@elkcohw.org

Cc: Mike Campbell <Mike.Campbell@ucindy.com>; Gale, Laurel A CIV CELRE <laurel.a.gale@usace.army.mil>

Subject: 401 Approval - Elkhart County Bridge No.332 Rehabilitation Project

Elkhart County Bridge No.332 Rehabilitation Project

2025-462-20-EJW-NWP

Latitude: 41.5191607 Longitude: -85.8111891

Elkhart County

The information submitted regarding the above project has been verified as meeting the conditions of an IDEM Section 401 Water Quality Certification.

Let me know if you have any questions,
Evan



Evan White, Wetlands Project Manager
Wetlands and Stormwater Section, Office of Water Quality
100 North Senate Avenue, Room 1255
Indianapolis Indiana 46204
Phone: (317) 671-6698
EVWhite@idem.IN.gov

Section 401 Water Quality Certification and Isolated Wetlands Program: <http://www.in.gov/idem/wetlands>

Stormwater Program: <http://www.in.gov/idem/stormwater>

Indiana Stormwater Quality Manual: <http://www.in.gov/idem/stormwater/2363.htm>

Indiana Department of Environmental Management



IDEM values your feedback.

Please take two minutes and complete this brief survey.



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DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, DETROIT DISTRICT
MICHIANA REGULATORY FIELD OFFICE
2422 VIRIDIAN DRIVE
SOUTH BEND, INDIANA 46628

June 2, 2025

Regulatory Branch
File Number LRE-2025-00139-120

Elkhart County Highway Department
Attention: Tim Jackson
610 Steury Avenue
Goshen, Indiana 46582

Greetings:

Please refer to your application for a Department of the Army (DA) permit to rehabilitate Elkhart County Bridge Number 332 with impacts to approximately 70 linear feet of the Elkhart River. The project is located 1.6-mile northeast of the Town of New Paris in Section 03, Township 35 North, Range 6 East, in Jackson Township, Elkhart County, Indiana. We have verified that the project is authorized by Nationwide Permit(s) 14, Linear Transportation Projects, as published in the Federal Register.

You may proceed with the work per the following project description, attached drawings, and attached general and special conditions:

The project involves the replacement of the existing superstructure with either a two-span prestressed concrete spread box beam bridge, or a weathering steel bridge, both of which would have an 8-inch reinforced concrete deck, supported on semi-integral end bents. The existing abutments and piers will be re-used without being widened. The total structure length is anticipated to be 100 feet. Riprap will be added to the abutments and pier. The bridge typical section will consist of 10-foot lanes and 3.5-foot shoulders resulting in a clear roadway width of 27 feet, with side mounted Type TS-1 bridge railing. This project is anticipated to have impacts to Elkhart River. Total permanent stream impact below the OHWM will be 0.0359 acre (140 cubic yards of revetment riprap fill) being around the abutments as a scour countermeasure. Limits of riprap placement will be 23 feet upstream and 21.5 feet downstream of the structure. A total of 70 linear feet of stream impact to Elkhart River. No impacts to UNT to Elkhart River are anticipated. Temporary cofferdams will be used to place riprap at the pier foundations for scour protection. Temporary dewatering measures are expected to be in place less than 3 months. Total jurisdictional resource impacts are 0.0507 acres (Stream = 0.359 acres and Wetland = 0.173 acres).

Special Conditions:

1. If you discover any unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately stop work in that area and notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

Any construction activity other than that shown on the plans may not qualify for the authorization. If you contemplate any changes or additional activities from those depicted on the plans, please submit them to this office for authorization review prior to any construction. On completion of the work, you must fill in and return the enclosed COMPLETION REPORT.

We are obligated to provide recipients of permit verifications with a jurisdictional determination (JD) when requested to do so. The Corps of Engineers has the following options with respect to JDs: (1) Approved Jurisdictional Determinations (AJD), which are considered "official" JDs and can be administratively appealed; (2) Preliminary Jurisdictional Determinations (PJD), which are non-binding JDs and advise an affected party that the Corps of Engineers believes there may be waters of the United States on the property that fall under the Corps' regulatory authority and enables the Corps and a permit applicant or other affected party to resolve certain jurisdiction and permit issues without expending time on making an official determination of the Corps' jurisdiction; and (3) No Jurisdiction Determination (NJD), which is used in situations where issuance of a JD is deemed unnecessary by a permit applicant or other affected party because Corps' jurisdiction is undisputed (e.g., work is in a navigable water of the United States) or not subject to question. The NJD option requires less documentation than a PJD and likewise enables the Corps and a permit applicant or other affected party to resolve jurisdiction and permit issues without expending time on an official determination of the Corps' jurisdiction.

Per the information in the application, we have determined that your project will occur in waters of the United States subject to the Detroit District, U.S. Army Corps of Engineers' regulatory authority under Section 404 of the Clean Water Act. As there was no question regarding the Corps' regulatory jurisdiction during our evaluation of the application, we do not intend to include a JD with this permit verification. Our intent to not issue a JD in this instance does not preclude the applicant from requesting a PJD or an AJD at any time. As noted above, an AJD would provide an official determination of jurisdictional waters on a site and can be administratively appealed.

This verification is valid until the NWP is modified, reissued, or revoked. All of the existing NWPs are scheduled to be modified, reissued, or revoked prior to March 14, 2026. It is incumbent upon you to remain informed of changes to the NWPs. We will issue a public notice when the NWPs are reissued. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant nationwide permit is modified or revoked, you will have twelve (12) months from the

date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this nationwide permit.

As per 33 CFR 325, Appendix A, representatives from this office are allowed to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of the Nationwide Permit.

Should you have any questions, please contact me at the above address, by E-Mail at Laurel.A.Gale@usace.army.mil, or by telephone at 907-347-6496. In all communications, please refer to File Number LRE-2025-00139-120.

We are interested in your thoughts and opinions concerning your experience with the Detroit District, Corps of Engineers Regulatory Program. If you are interested in letting us know how we are doing, you can complete an electronic Customer Service Survey from our web site at: http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey. Alternatively, you may contact us and request a paper copy of the survey that you may complete and return to us by mail or fax. Thank you for taking the time to complete the survey, we appreciate your feedback.

Sincerely,



Laurel A. Gale
Regulatory Specialist

Enclosures

Copy Furnished

tjackson@elkcohwyl.org
evwhite@idem.gov
jsmithers@idnr.gov
mike.campbell@ucindy.com

A. Nationwide Permit General Conditions:

To qualify for NWP authorization, the permittee must comply with the following general conditions, as appropriate. These conditions are selected from those published in the Federal Register that are particularly relevant to the construction and/or operation of this particular authorized activity. The complete text is available at our website <https://www.lre.usace.army.mil/Missions/Regulatory-Program-and-Permits/> under "Detroit Regulatory Quick" select "Detroit District General Permit Types" and then choose "Nationwide Permits with Michigan Regional Conditions" OR "Nationwide Permits with Indiana Regional Conditions"; or, you may contact the Detroit District directly for the information. We have done our best to verify that your project complies with the others, where applicable.

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation. (b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his or her authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high

flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high-water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

13. Removal of Temporary Structures and Fills. Temporary structures must be removed, to the maximum extent practicable, after their use has been discontinued. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

17. Tribal Rights. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify designated critical habitat or critical habitat proposed for such designation. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless ESA section 7 consultation addressing the consequences of the proposed activity on listed species or critical habitat has been completed. See 50 CFR 402.02 for the definition of "effects of the action" for the purposes of ESA section 7 consultation, as

well as 50 CFR 402.17, which provides further explanation under ESA section 7 regarding "activities that are reasonably certain to occur" and "consequences caused by the proposed action."

(e) Authorization of an activity by an NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for ensuring that an action authorized by an NWP complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting the appropriate local office of the U.S. Fish and Wildlife Service to determine what measures, if any, are necessary or appropriate to reduce adverse effects to migratory birds or eagles, including whether "incidental take" permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. Historic Properties. (e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects

properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. Permittees that discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by an NWP, they must immediately notify the district engineer of what they have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(Transferee)

(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

(a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

(b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

(c) The signature of the permittee certifying the completion of the activity and mitigation. The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

B. Further Information

1. District engineers have authority to determine if an activity complies with the terms and conditions of an NWP.
2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.
3. NWPs do not grant any property rights or exclusive privileges.
4. NWPs do not authorize any injury to the property or rights of others.
5. NWPs do not authorize interference with any existing or proposed Federal project.

NATIONWIDE PERMIT COMPLETION REPORT

Michiana Regulatory Field Office
Attention: Laurel Gale
2422 Viridian Drive
South Bend, Indiana 46628

Chief, Compliance and Enforcement Section
Regulatory Branch
U.S. Army Corps of Engineers
477 Michigan Avenue
Room 603
Detroit, MI 48226-2550

Dear Sir:

You are hereby notified that work verified as qualifying for Nationwide Permit under File No. LRE-2025-00139-120 to rehabilitate Elkhart County Bridge Number 332. The project is located 1.6 miles northeast of the Town of New Paris in Section 03, Township 35 North, Range 6 East, in Jackson Township, Elkhart County, Indiana., issued to the Elkhart County Highway Department was completed in accordance with the verification on:

(Date work completed)

(Permittee's Signature)

IMPORTANT

1. This COMPLETION REPORT MUST BE MAILED to the above addressee within 10 days after completion of work covered by the NATIONWIDE PERMIT to ensure an accurate Government record of data affecting navigation.
2. Where dredging soundings are made of projects which include dredging, a copy of the soundings should accompany this report. If the soundings are measured from the water surface and have not been corrected to International Great Lakes Datum plane, the hour and date soundings was made should be noted on sounding reports.

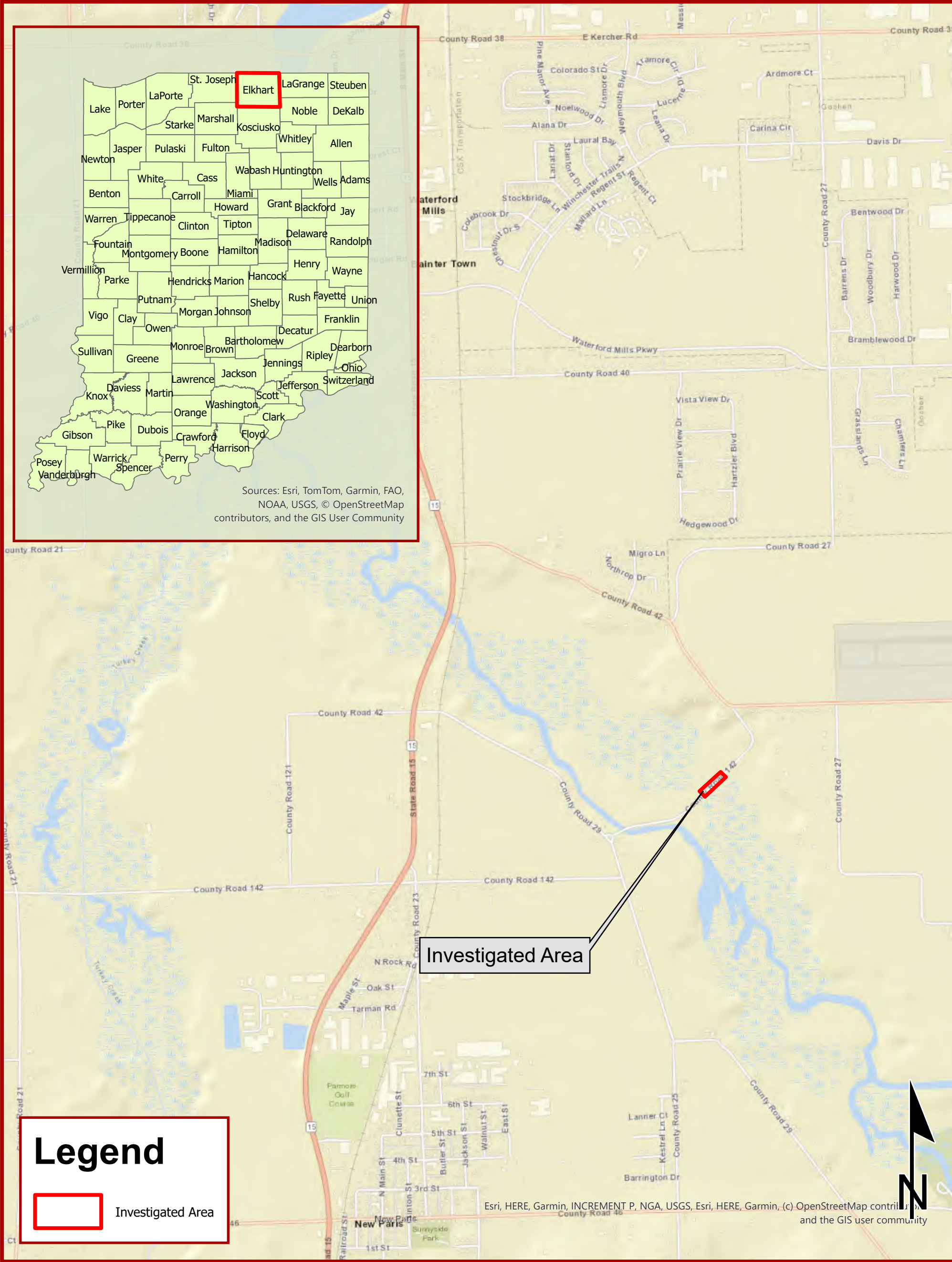


Exhibit 1 - Site Location Map
County Road (CR) 142 over Elkhart River in Elkhart County, Indiana
Elkhart County Bridge No. 332 Rehabilitation Project

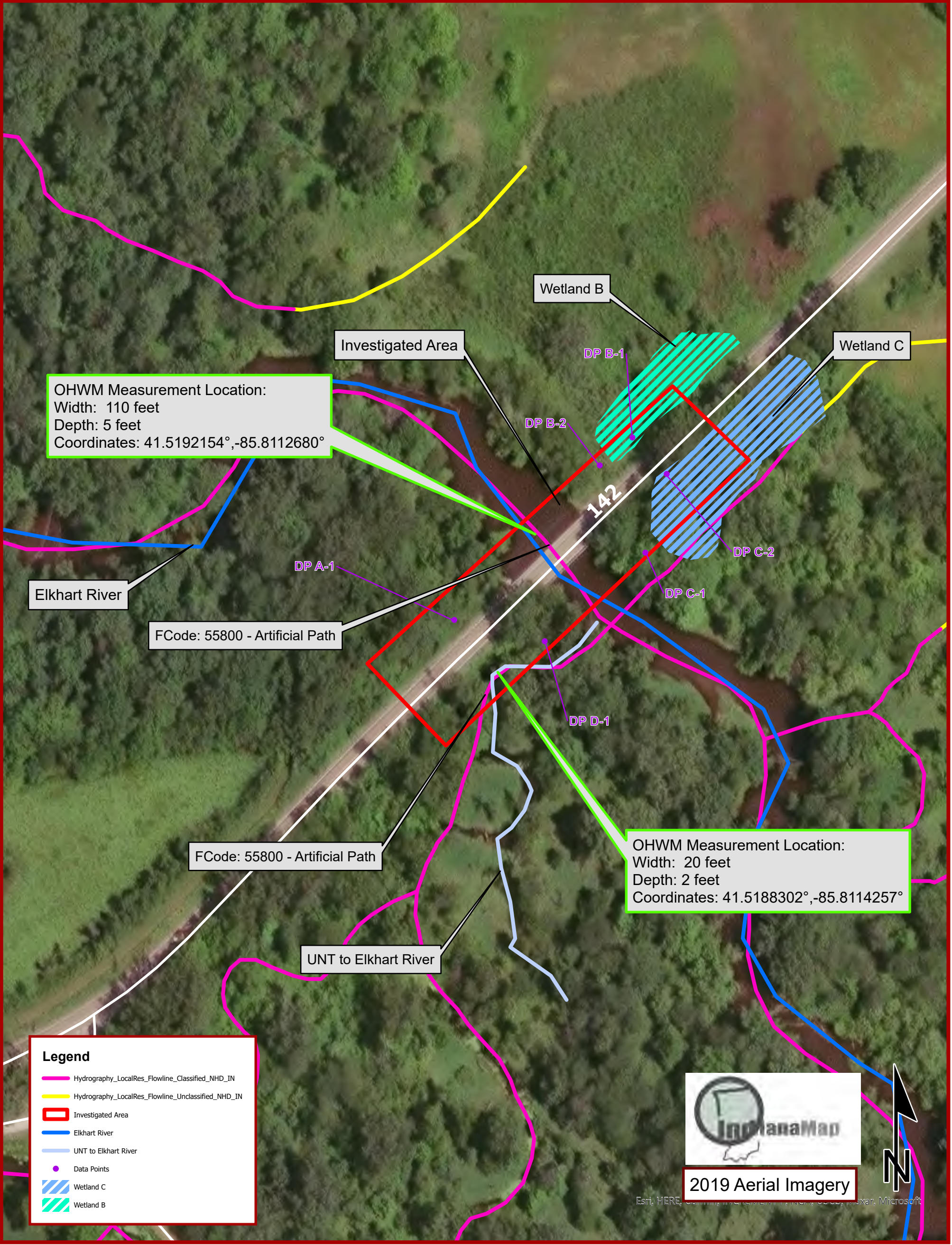


Exhibit 2 - Aerial Photography and NHD Map
County Road (CR) 142 over Elkhart River in Elkhart County, Indiana
Elkhart County Bridge No. 332 Rehabilitation Project

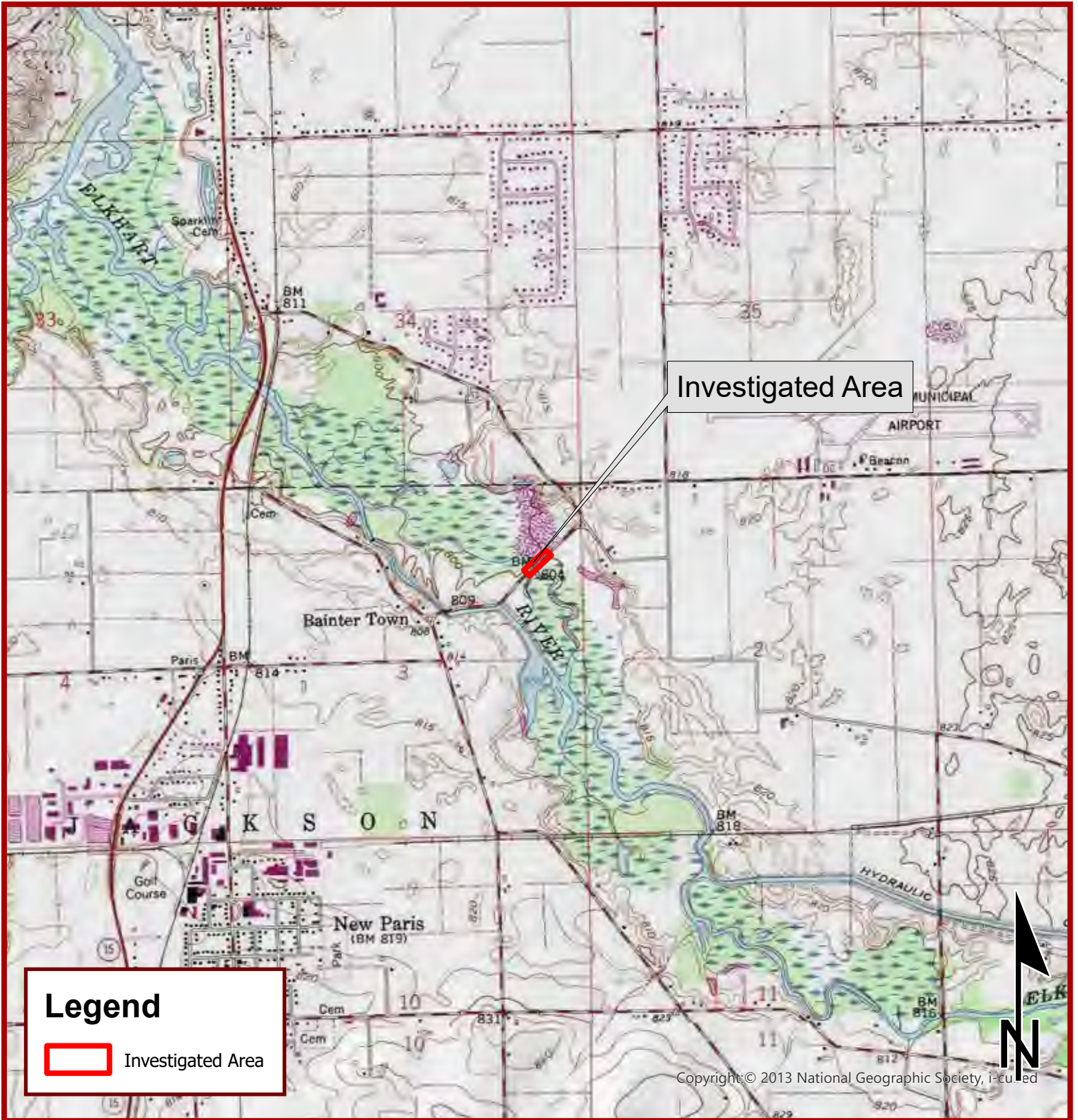


Exhibit 3 - USGS Quad Topographic Map (1:24,000)
 County Road (CR) 142 over Elkhart River in Elkhart County, Indiana
 Elkhart County Bridge No. 332 Rehabilitation Project

0 0.17 0.35 0.7
 Miles

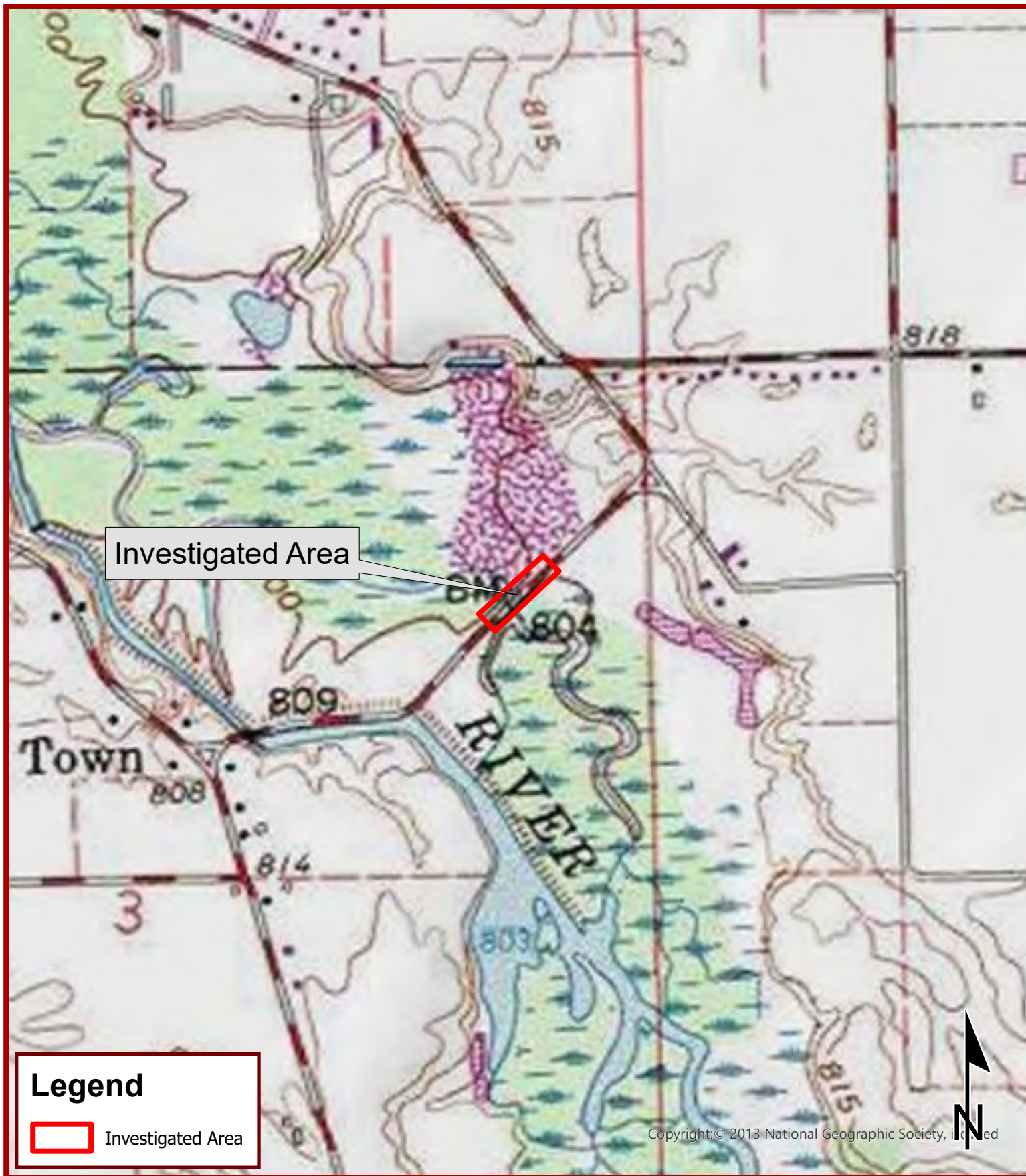
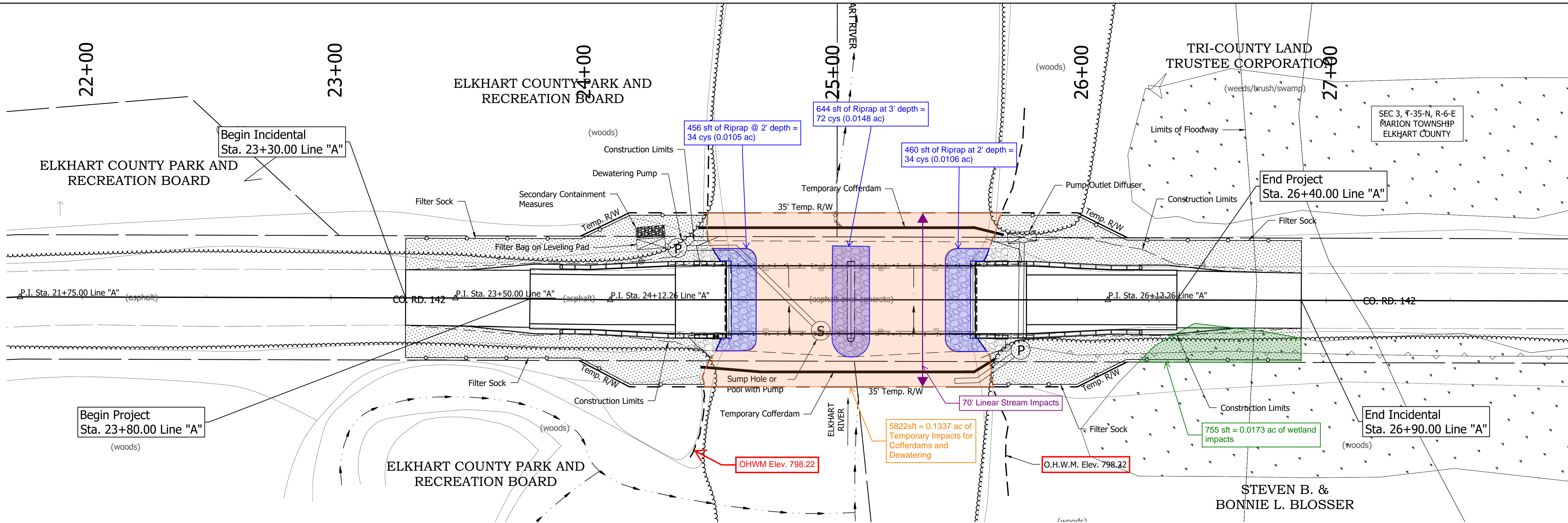


Exhibit 4 - USGS Topographic Map (1:8,000)
County Road (CR) 142 over Elkhart River in Elkhart County, Indiana
Elkhart County Bridge No. 332 Rehabilitation Project

File Name: P:\BR\C3D\24-414 Elkhart Co. Bridge No. 332\Bridge\Drawings\Plans\Erosion.dwg Plot Date: 12/20/2024 Plotted By: Andrew Moffatt



PLAN
Scale: 1" = 20'-0"

Total Permanent Impacts Below OHWM = 0.0105 ac + 0.0148 ac + 0.0106 ac = 0.0359 ac
Total Temporary Impacts Below OHWM = 0.1337 ac
Wetland Impacts = 0.0173 ac

LEGEND

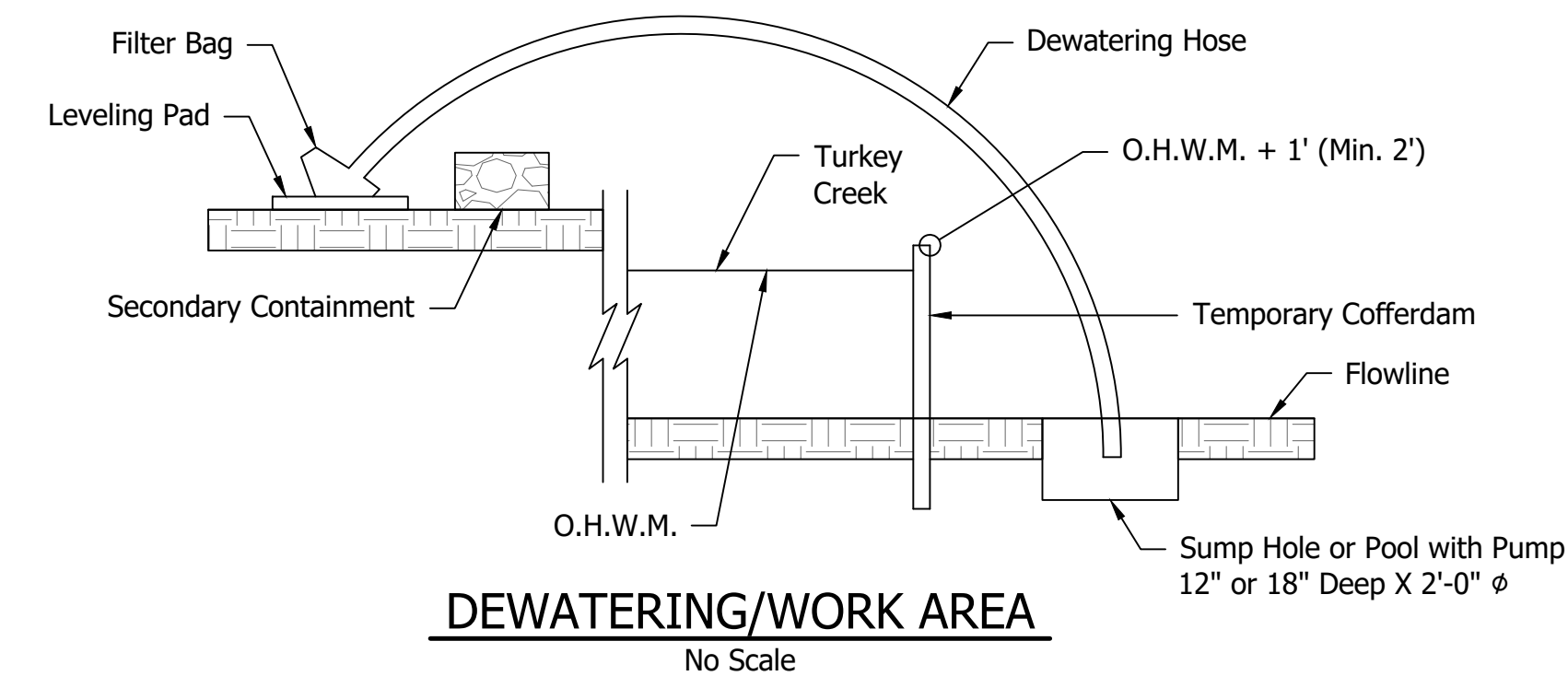
- Wetlands
- Temporary Seeding and Mulch
- Class I Riprap
- Temporary Cofferdam
- Filter Sock
- O.H.W.M. Ordinary High Water Mark
- Manufactured Surface Stabilization Product
- Pump
- Sump Pit

TEMPORARY EROSION CONTROL		
DESCRIPTION	QUANTITY	UNITS
*No. 2 Stone	xxx	Tons
*Filter Sock	xxx	Lft.
*Temporary Seed Mixture	xxx	Lbs.
*Temporary Mulch	xxx	Tons
*Sediment Remove	xxx	Cys.
Cofferdam	1	LS
*Manufactured Surface Protection	xxx	Sys.
*Fertilizer	xxx	Tons
Pump Around	1	EA

*Quantities included in Stormwater Management Budget.

GENERAL EROSION CONTROL NOTES

- This erosion control plan shall be considered a minimum application. The contractor shall be responsible for promptly and properly addressing unforeseen erosion in accordance with the Indiana Storm Water Quality Manual. The contractor shall keep an up-to-date record onsite of any alterations to the storm water pollution prevention plan.
- The contractor has full responsibility of inspecting and maintaining the erosion control measures on a daily basis. At a minimum, practices need to be inspected weekly, within 24 hours after each storm event over 1/2 inch, and daily during prolonged storm events. Failing practices shall be repaired or replaced immediately.
- Any sediment tracked out of project area onto public streets must be cleaned up the same day it occurs.
- Erosion control measures shall be implemented during all phases of construction.
- The contractor shall control dust on site using methods which comply with the Indiana Storm Water Quality Manual.
- Temporary seeding shall be installed on any cleared area that will be undisturbed for 7 days or more.
- Filter sock shall be terminated upslope at all locations.
- If any loose material stockpiles are required on site, silt fence shall be provided on all downslope sides 10' from the toe of slope to prevent sediment movement.
- Concrete washout locations shall be determined by the contractor in the storm water quality control plan. Placement shall be 50 feet from any drainage conveyance including ditches and inlets.
- Temporary erosion control measures shall be removed as permanent erosion control measures are installed. Permanent erosion control measure are not shown in these details. Refer to plan & profile sheets for permanent erosion control measures.
- Ditch slopes of 3:1 or greater shall be immediately seeded and protected with manufactured surface protection products upon completion of grading.
- The Contractor is responsible for having an appropriate number of spill kits on site throughout construction. All fuel storage must be in secondary containment. Report all reportable environment spills emergency spills to IDEM spill hotline (888) 233-7745.
- Cofferdams and dewatering will be required to dry working areas so pier foundations and scour protection can be installed in dry conditions. Cofferdams shown are part of documentation included for permit approval. See special provisions.
- Temporary dewatering measures are expected to be in place less than 3 months.
- Contractor shall verify existing flowline elevation to set the appropriate pump depth prior to construction.
- Dewatering hose positioned so intake does not rest on stream bed.
- Disturbed areas above the O.H.W.M. will be regraded and restored with Seed Mixture Floodplain.



TEMPORARY COFFERDAM SECTION
No Scale



8440 Allison Pointe Boulevard, Suite 200
Indianapolis, IN 46250
Phone 317-895-2585
www.ucindy.com

RECOMMENDED FOR APPROVAL	
DESIGNED: MAT	DRAWN: AJM
CHECKED: CJA	CHECKED: MAT

ELKHART COUNTY
HIGHWAY DEPARTMENT
EROSION AND SEDIMENT CONTROL
CR 142 OVER ELKHART RIVER

HORIZONTAL SCALE	BRIDGE FILE
AS NOTED	20-00332
VERTICAL SCALE	DESIGNATION
AS NOTED	-
SURVEY BOOK	SHEETS
-	7 of 16
CONTRACT	PROJECT
B-44289	20-00332



State of Indiana
Department of Natural Resources



CERTIFICATE OF APPROVAL

Application #: FW-33118-0

This Certificate of Approval is a Permit for Construction under the authority of the Indiana Flood Control Act, IC 14-28-1 with 312 IAC 10 and IC 14-29-1 with 312 IAC 6 as administered by the Department of Natural Resources.

Approval Issued To: Elkhart County Highway Department, Tim Jackson, 610 Steury Avenue, Goshen, IN 46528

Approval Issued By:

Grant A. Eyster

Mail Date: 5/2/2025

Grant Eyster, Division of Water

Permit Effective Date: 05/20/2025

Permit Expiration Date: 05/03/2030

Pursuant to IC 4-21.5-3-5(f), this Permit becomes Effective eighteen (18) days from the Mail Date to provide a stay period for a Petition for Administrative Review with the Indiana Natural Resources Commission, Division of Hearings. Initiating construction authorized in this Permit prior to the Permit Effective Date constitutes a violation. This Permit is only valid until the Permit Expiration Date.

This Permit may be renewed one (1) time if a written request is received at the DNR, Division of Water, prior to the Permit Expiration Date.

PROJECT INFORMATION:

Waterbody: Elkhart River

County: Elkhart

Project Description Narrative: The bridge carrying County Road 142 over Elkhart River will be rehabilitated (Structure No.: 20-00332). The project involves the replacement of the existing superstructure with either a two-span prestressed concrete spread box beam bridge or a weathering steel bridge, both of which would have an 8" reinforced concrete deck, supported on semi-integral end bents. The existing abutments and piers will be re-used without being widened. The total structure length is anticipated to be approximately 100'. Riprap will be added to the abutments and pier. The bridge typical section will consist of 10' lanes and 4' shoulders resulting in a clear roadway width of 28', with side mounted Type TS-1 bridge railing. Total permanent stream impact below the base flood elevation will be 0.20 acres (121.1 cubic yards of Class I riprap fill) being around the piers and abutments as a scour countermeasure. Limits of riprap placement will be 20.5' upstream and 20.5' downstream of the structure. A total of 70 linear feet of stream impact to Elkhart River will occur. Any disturbed areas will be restored using INDOT Floodplain Seed Mix. Tree clearing is anticipated to be 0.08 acres. Temporary cofferdams will be used to place riprap at the pier foundations for scour protection. Temporary dewatering measures are expected to be in place less than 3 months.

Project Location: At the County Road 142 stream crossing near New Paris

PERMIT CONDITIONS:

This Certificate of Approval is valid only if the construction project is in compliance with all Conditions in this Permit.

DNR PROJECT SPECIFIC PERMIT CONDITIONS

- 1) Revegetate all bare and disturbed areas that are not currently mowed and maintained with a mixture of grasses, sedges, and wildflowers native to Northern Indiana and specifically for stream bank/floodway stabilization purposes as soon as possible upon completion; turf-type grasses (including low-endophyte, friendly endophyte, and endophyte free tall fescue but excluding all other varieties of tall fescue) may be used in currently mowed areas only. A native herbaceous seed mixture must include at least 5 species of grasses and sedges and 5 species of wildflowers.
- 2) Minimize and contain within the project limits inchannel disturbance and the clearing of trees and brush.
- 3) Do not work in the waterway from April 1 through June 30 without the prior written approval of the Division of Fish and Wildlife.
- 4) Do not cut any trees suitable for Indiana Bat or Northern Long-eared Bat roosting (3 inches or greater diameter-at-breast height, living or dead, with loose hanging bark, or with cracks, crevices, or cavities) from April 1 through September 30.
- 5) Use minimum average 6 inch graded riprap stone extended below the normal water level to provide habitat for aquatic organisms in the voids.
- 6) Do not use broken concrete as riprap.
- 7) Underlay the riprap with a bedding layer of well graded aggregate or a geotextile to prevent piping of soil underneath the riprap.
- 8) Minimize the movement of resuspended bottom sediment from the immediate project area.
- 9) Do not deposit or allow construction/demolition materials or debris to fall or otherwise enter the waterway. Any incidental fallen material or debris in the waterway must be removed within 24 hours using best management practices, particularly lifting material out of the waterway and not dragging it across the streambed whenever possible.
- 10) Appropriately designed measures for controlling erosion and sediment must be implemented to prevent sediment from entering the waterbody or leaving the construction site; maintain these measures until construction is complete and all disturbed areas are stabilized.
- 11) Seed and protect all disturbed streambanks and slopes not protected by other methods that are 3:1 or steeper with erosion control blankets that are heavy-duty, biodegradable, and net free or that use loose-woven / Leno-woven netting to minimize the entrapment and snaring of small-bodied wildlife such as snakes and turtles (follow manufacturer's recommendations for selection and installation); seed and apply mulch on all other disturbed areas.
- 12) Do not excavate or place fill in any riparian wetland.
- 13) Cofferdams shall be installed in phases in order to keep some of the channel open to flow during construction.
- 14) Except for the material used as backfill as shown on the plans submitted for the permit application, place all excavated material landward of the floodway*.
- 15) All work must conform with the existing bank at the upstream and downstream limits of the project site.
- 16) Do not leave felled trees, brush, or other debris in the floodway*.
- 17) All riprap placed for bank stabilization must conform to the bank.
- 18) Upon completion of the project, remove all construction debris from the floodway*.
- 19) Size and/or anchor the riprap to resist displacement by current or wave action.
- 20) Keep the bridge waterway opening free of debris and sediment at all times.
- 21) Temporary installation of a pump (including dewatering) that has the capability of withdrawing over 100,000 gallons of water per day, or 70 gallons per minute pumping capacity, requires that a Temporary Construction Dewatering Report be filed with the DNR, Division of Water within 90 days after the water withdrawal system has been removed. The Temporary Construction Dewatering Report form, State Form #50355, can be found at <https://www.in.gov/dnr/water/2450.htm>. If you have any questions regarding this form, please contact the Water Rights/Use Section at (317) 232-4160 or toll free at 1-877-928-3755 and select 4 during the recorded menu narrative.
- 22) * Note: For regulatory purposes, the floodway is defined on the attached Floodway Map.

DNR PROJECT GENERAL PERMIT CONDITIONS

- 1) Any modifications or additional construction beyond what was shown on plans received at the Division of Water shall require an additional review and approval from the Department of Natural Resources.
- 2) This Permit must be posted and maintained at the project site until the project is completed.
- 3) This Permit shall not be assigned or transferred without the prior written approval of the Department of Natural Resources.
- 4) If any prehistoric or historic archaeological artifacts or human remains are uncovered during construction, demolition, or earthmoving activities, state law (IC 14-21-1-27 and 29) requires that the discovery must be reported to the Department of Natural Resources within two (2) business days.
- 5) This Permit may be revoked by the Department of Natural Resources for violation of any condition or applicable statute or rule.
- 6) The Department of Natural Resources shall have the right to enter upon the site of the permitted activity for the purpose of inspecting the work authorized under this Permit.

Certificate of Approval Attachments: Floodplain Map FW-33118.pdf

RIGHT TO ADMINISTRATIVE REVIEW:

A party may appeal this Department of Natural Resources Action through the administrative review procedures found in the Administrative Orders and Procedures Act, IC 4-21.5, and the rules promulgated thereunder 312 IAC 3-1. If an appeal is filed, the final agency determination will be made by the Natural Resources Commission following a legal proceeding conducted before an Administrative Law Judge. The Department of Natural Resources will be represented by legal counsel at all stages of administrative review.

In order to obtain an administrative review, a written petition must be filed with the Division of Hearings within 18 days of the Mail Date of the Action. The petition must contain specific reasons for the appeal and indicate the portion or portions of the project to which the appeal pertains. The petition must be addressed to the Division of Hearings, Indiana Government Center North, Room N103, 100 North Senate Avenue, Indianapolis, Indiana 46204

SERVICE LIST:

Applicant(s):

Elkhart County Highway Department, Tim Jackson, 610 Steury Avenue, Goshen, IN 46528

Agent(s):

United Consulting, Mike Campbell, 8440 Allison Pointe Boulevard, Suite 200, Indianapolis, IN 46250

Adjacent Landowners and Interested Parties:

Elkhart County Drainage Board, County Surveyor, 4230 Elkhart Road, Goshen, IN 46526

Indiana Department of Natural Resources, Division of Law Enforcement District 1 Headquarters 9822 North Turkey Creek Road, Syracuse, IN 46567

US Army Corps of Engineers, Detroit District, Michiana Branch 2422 Viridian Drive, Suite 200, South Bend, IN 46628

Elkhart County SWCD, 17746-B County Road 34, Goshen, IN 46528

St. Joseph River Basin Commission, Matt Meersman, 227 West Jefferson Boulevard, Room 1120, South Bend, IN 46601

H Jason Auvil, 4230 Elkhart Road, Goshen, IN 46526

Steven and Bonnie Blosser, 19330 County Road 40, Goshen, IN 46526

Elkhart County Park and Recreation Board, 211 West Lincoln Avenue, Goshen, IN 46526

TCLT Corp, 18044 County Road 42, Goshen, IN 46526

ADDITIONAL PERMITTING AGENCIES:

This is not a waiver of any local ordinance or other state or federal law and does not relieve the permittee of any liability for the effects which the project may have upon the safety of the life or property of others.

This does not relieve the permittee of the responsibility of obtaining permits, approvals, easements, etc. under other regulatory programs administered by, but not limited to, the U.S. Army Corps of Engineers, County Drainage Board, Indiana Department of Environmental Management and local, city, or county floodplain management, planning or zoning commissions.



STATEMENT OF AFFIRMATION
State Form 56471 (1-18)

**Indiana Department of Natural Resources
Division of Water**
402 West Washington Street, Room W264
Indianapolis, IN 46204-2641
Telephone: (317) 232-4160
Toll free (877) 928-3755
Fax: (317) 233-4579
E-mail: water_inquiry@dnr.in.gov
www.in.gov/dnr/water

DNR Permit Application Number: FW-33118-0

STATEMENT OF AFFIRMATION

I hereby swear or affirm, under the penalties of perjury, that the information submitted for this permit application is to the best of my knowledge and belief true, accurate, and complete. I further certify that I possess the authority to undertake the proposed or completed construction activities.

I hereby grant the Department of Natural Resources the right to enter the project location to inspect the proposed or completed work.

Mike Campbell
Signature of Applicant or Authorized Agent

02/19/2025
Date (month, day, year)



PERMIT APPLICATION FOR CONSTRUCTION

State Form 42946 (R6 / 2-05)

Approved by the State Board of Accounts, 2005

Mail To: **Department of Natural Resources Division of Water**
402 West Washington Street, Room W264
Indianapolis, Indiana 46204-2641
Telephone Number: (317) 232-4160
Toll Free: 1-877-928-3755
Fax Number: (317) 233-4579
www.IN.gov/dnr/water

Based on the "Permit Application Assistance Manual", I am submitting this application to perform work under:

Permit Type	Application Fee	Permit Type	Application Fee
<input type="checkbox"/> IC 14-26-2 Lake Preservation Act	\$ 100.00	<input type="checkbox"/> IC 14-29-3 Sand and Gravel Permits Act	\$ 50.00
<input type="checkbox"/> IC 14-26-5 Lowering of the Ten Acre Lake Act	\$ 25.00	<input type="checkbox"/> IC 14-29-4 Construction of Channels Act	\$ 100.00
<input type="checkbox"/> IC 14-29-1 Navigable Waterways Act	No Fee		
<input checked="" type="checkbox"/> IC 14-28-1 Flood Control Act, (select one of the following:)			
<input checked="" type="checkbox"/> Excavation, fill, or non-residential construction in a floodway			\$ 200.00
<input type="checkbox"/> Residential reconstruction in a floodway, other than the Ohio River floodway			\$ 50.00
<input type="checkbox"/> Residential construction, or reconstruction, in the Ohio River floodway			\$ 10.00

PLEASE TYPE OR PRINT

1. APPLICANT INFORMATION

Name of Applicant Elkhart County Highway Department Name of Contact Person Tim Jackson, PE

Applicant Mailing Address 610 Steury Avenue Goshen Indiana 46528
Street, P.O. Box or Rural Route City State ZIP Code

Contact Information: Daytime Tele. # (574) 534-9394 Fax # () E-mail Address tjackson@elkcohw.org

2. AGENT INFORMATION

Name of Agent United Consulting Name of Contact Person Mike Campbell

Agent Mailing Address 8440 Allison Pointe Boulevard, Suite 200 Indianapolis Indiana 46250
Street, P.O. Box or Rural Route City State ZIP Code

Contact Information: Daytime Tele. # (317) 895-2585 Fax # (317) 895-2596 E-mail Address mike.campbell@ucindy.com

3. PROPERTY OWNER INFORMATION

Name of Property Owner Elkhart County Highway Department Name of Contact Person Tim Jackson, PE

Property Owner Mailing Address 610 Steury Avenue Goshen Indiana 46528
Street, P.O. Box or Rural Route City State ZIP Code

Contact Information: Daytime Tele. # (574) 534-9394 Fax # () E-mail Address tjackson@elkcohw.org

Relationship of applicant to property: ☒ Owner ☐ Purchaser ☐ Lessee Other _____

4. PUBLIC NOTICE (See Permit Application Assistance Manual)

Complete and submit SF # 52086 titled "Adjacent Property Owners Listing - Form N-4: Affirmation of personal service, 1st class mail service, or certified mail service

5. PROJECT DESCRIPTION 5.1 Description Narrative: (See Permit Application Assistance Manual)

Officials with Elkhart County intend to proceed with a project involving the rehabilitation of County Bridge No. 332 (Structure No.: 20-00332) carrying CR 142 over Elkhart River. The project is located 1.6 mile northeast of the Town of New Paris in Section 03, Township 35 North, Range 6 East, in Jackson Township, Elkhart County, Indiana. The project involves the replacement of the existing superstructure with either a two-span prestressed concrete spread box beam bridge, or a weathering steel bridge, both of which would have an 8-inch reinforced concrete deck, supported on semi-integral end bents. The existing abutments and piers will be re-used without being widened. The total structure length is anticipated to be 100 feet. Riprap will be added to the abutments and pier. The bridge typical section will consist of 10-foot lanes and 4-foot shoulders resulting in a clear roadway width of 28 feet, with side mounted Type TS-1 bridge railing. Total permanent stream impact below the Q100 will be 0.20 acres (121.1 cubic yards of Class I riprap fill) being around the piers and abutments as a scour countermeasure. Limits of riprap placement will be 20.5 feet upstream and 20.5 feet downstream of the structure. A total of 70 linear feet of stream impact to Elkhart River. Any disturbed areas will be restored using INDOT Floodplain Seed Mix. Tree clearing is anticipated to be 0.08 acres. Temporary cofferdams will be used to place riprap at the pier foundations for scour protection. Temporary dewatering measures are expected to be in place less than 3 months.

6. PROJECT LOCATION**6-1 Location Narrative:** (See *Permit Application Assistance Manual*) **Stream/Lake Name:**

Elkhart County Bridge No. 332 Rehabilitation Project (CR 142 over Elkhart River) in Elkhart County, Indiana

6-2 Driving Directions: (See *Permit Application Assistance Manual*)

From downtown New Paris, proceed north on Division Street approximately 0.6 mile to CR 142. Turn right and proceed approximately 1.10 miles to project site.

6-3 Special Information: (See *Permit Application Assistance Manual*)

N/A

6-4 Project Location Map: (See *Permit Application Assistance Manual*)**6-5 Project Site Map:** (See *Permit Application Assistance Manual*)**7. DISTURBED AREA DRAWING****7-1 Drawing Requirements:** (See *Permit Application Assistance Manual*)**8. PROJECT PHOTOGRAPHS****8-1 Images:** (See *Permit Application Assistance Manual*)**8-2 Photo Orientation Map:** (See *Permit Application Assistance Manual*)**8-3 Photo Documentation:** (See *Permit Application Assistance Manual*)**9. RELATED PROJECT INFORMATION****Department of Natural Resources**

Administrative Cause #	Related Application(s) #	Early Coordination #
Floodplain Analysis/Regulatory Assessment #	Violation #	Exemption #

Department of Environmental Management

Section 401 #

Corps of Engineers

Public Notice #	Section 404 Application #	Section 10 Application #
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10. STATEMENT OF AFFIRMATION

I hereby swear or affirm, under the penalties for perjury, that the information submitted herewith is to the best of my knowledge and belief, true, accurate and complete. I further certify that I possess the authority to undertake the project. I hereby grant to the Department of Natural Resources, the right to enter the above-described location to inspect the work.



Signature of Applicant or Authorized Agent (REQUIRED)

02/19/2025

Date (month, day, year)

11. REGULATORY FEES**11-1 Regulatory Fees Submitted:** (See *Permit Application Assistance Manual*)**11-3 Payment Method:** (See *Permit Application Assistance Manual*)**REQUIREMENT FOR ADDITIONAL INFORMATION AND PERMITS**

Application made to and approval granted by the Department of Natural Resources does not in any way relieve the applicant of the necessity of securing easements or other property rights, permits and approvals from affected property owners and other local, state, and federal agencies.

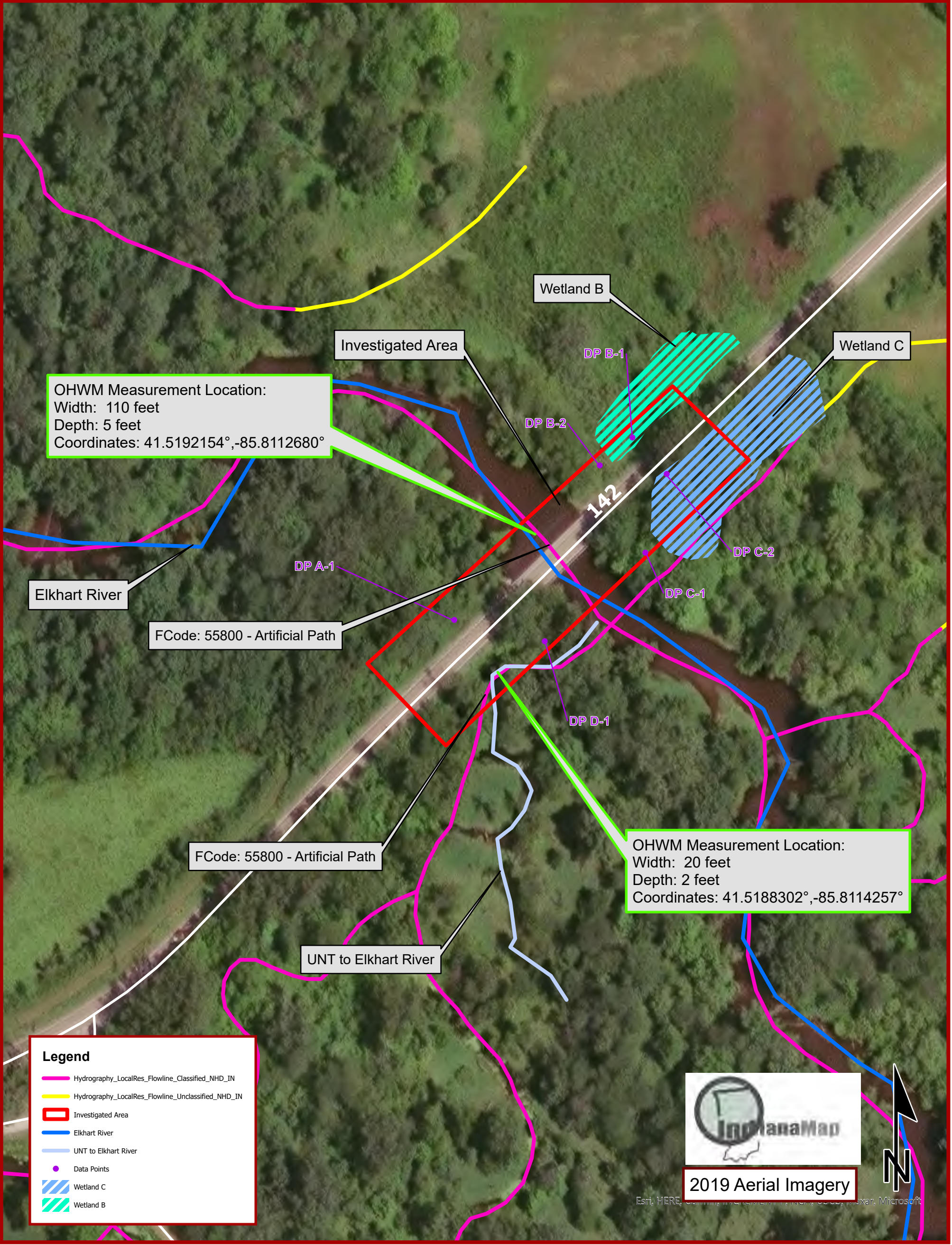


Exhibit 2 - Aerial Photography and NHD Map
County Road (CR) 142 over Elkhart River in Elkhart County, Indiana
Elkhart County Bridge No. 332 Rehabilitation Project



Exhibit 7 - National Wetland Inventory (NWI) Map
 County Road (CR) 142 over Elkhart River in Elkhart County, Indiana
 Elkhart County Bridge No. 332 Rehabilitation Project

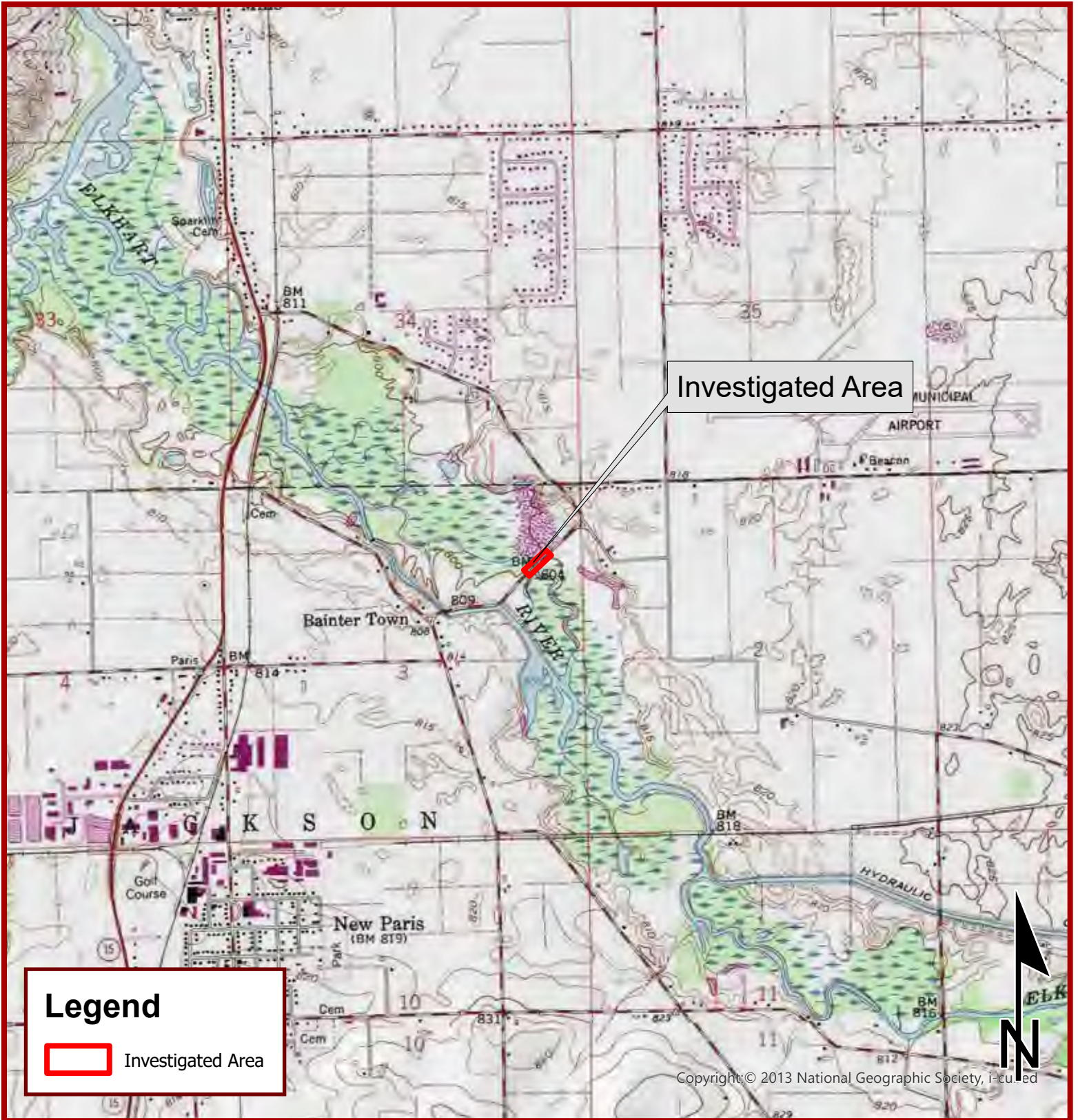


Exhibit 4 - USGS Quad Topographic Map (1:24,000)
County Road (CR) 142 over Elkhart River in Elkhart County, Indiana
Elkhart County Bridge No. 332 Rehabilitation Project

0 0.17 0.35 0.7
Miles



Indiana Department of Natural Resources

Division of Water



Construction in a Floodway Assessment

Part of State Form 55233

As mandated by the regulations of the Flood Control Act, IC 14-28-1 and the Floodplain Management rules, 312 IAC 10, a construction project in a floodway requires a permit application review that includes a hydrologic and hydraulic evaluation to determine the effect a project may have on the base flood elevation and an environmental review to determine the impact a construction project may have on fish, wildlife, and botanical resources.

Hydrologic and Hydraulic Evaluation

The Division of Water assesses the change to the effective cross sectional flow area resulting from proposed construction projects in order to minimize cumulative effects on the base flood elevation. Construction projects located in a floodway can result in varying degrees of loss to the effective cross sectional flow area. The Division of Water developed non-modeling hydraulic assessment worksheets to assess specific construction projects that result in negligible loss of the effective cross sectional flow area. If negligible loss cannot be demonstrated through a non-modeling assessment approach or if a cumulative loss of the effective cross sectional flow area exists from other construction projects, computer modeling will be required to be submitted to evaluate the effects the proposed project will have on the base flood elevation. For more information on computer modeling, refer to General Guidelines for the Hydrologic-Hydraulic Assessment of Floodplains in Indiana at www.in.gov/dnr/water/3483.htm.

Non-Modeling Hydraulic Assessment Worksheets

Specific to each non-modeling assessment approach, examples of typical project types are provided on each worksheet to assist you in selecting the appropriate worksheet for your specific project. For more information about what project types are used in each non-modeling assessment approach, refer to the Construction in a Floodway Assessment User Guide.

- 1) No Change in Effective Cross Sectional Flow Area Non-Modeling Worksheet (State Form 55238).
- 2) Change in Effective Cross Sectional Flow Area Non-Modeling Worksheet (State Form 55236).
 - a) Companion Worksheet A (State Form 55237)
- 3) Ineffective Area of the Contraction or Expansion Reach of a Stream Crossing Non-Modeling Worksheet (State Form 55235).
- 4) Bridge Non-Modeling Worksheet (State Form 55233) *and* associated Companion worksheet
 - a) Bridge Non-Modeling Companion Worksheet B (State Form 55234) for bridge replacement-in-kind, bridge widening, pier wrap, or scour repair project for roadway.

Fish, Wildlife, and Botanical Impact Assessment

In the permit application review process, the Divisions of Fish and Wildlife, Nature Preserves, and Outdoor Recreation assess the cumulative impacts that construction projects in the floodway may have on fish, wildlife, and botanical resources. Each Non-Modeling Hydraulic Assessment Worksheet includes the minimum plan requirements and computations necessary to assess impacts on flora and fauna and the potential for required mitigation.

These worksheets serve to communicate the framework used to evaluate a project's cumulative impacts to the effective cross sectional flow area and fish, wildlife, and botanical resources in the floodway. These worksheets are meant to relay the information needed to evaluate the vast majority of projects but cannot describe the information needed for all scenarios and all potential projects. The purpose of the worksheet is to balance the need for transparency of the evaluation methods and information needed for a particular project; the preparer's discernment is still needed when preparing an application and supporting documents for review to meet the statutory requirements.

For more information, Non-Modeling Hydraulic Assessment Worksheets, Companion Worksheets, Construction in a Floodway Assessment User Guide, Worksheet Examples, General Guidelines for the Hydrologic-Hydraulic Assessment of Floodplains in Indiana, Mitigation Guidelines, the permit Application Manual and training videos are available on our webpage at www.in.gov/dnr/water.



BRIDGE NON-MODELING WORKSHEET

State Form 55233 (R / 9-17)



For Division of Water use: Application _____

An assessment using the Bridge Non-Modeling Worksheet is appropriate to use for a bridge replacement-in-kind, bridge widening, pier wrap, or scour repair project for roadway, railroad, pedestrian, golf cart, or private access structures. This non-modeling approach may be applicable to assess a bridge replacement project where the flow regime is not changing for:

- a bridge or culvert structure that is being replaced with a bridge structure, or
- a culvert structure that is being replaced with a culvert structure if:
 - the length of the proposed culvert is essentially the same as the existing culvert, **AND**
 - the proposed culvert is made of like-material to that of the existing culvert so that the roughness coefficient remains equal to or smaller than that of the existing culvert.

If multiple design options are being considered for any of the above replacement-in-kind proposals, the proposed design with the smallest waterway opening value should be used in completing the worksheet(s).

A non-modeling assessment approach cannot be used for any one of the following bridge projects:

- the flow regime of the existing structure is changing from energy flow to pressure flow on the proposed structure,
- the waterway opening beneath the replacement structure is smaller than the waterway opening beneath the existing structure,
- a new stream crossing structure is proposed and the existing structure is to remain in its current location,
- a bridge structure is being replaced with a culvert structure,
- the location of the replacement structure is more than 500' from the location of the existing bridge structure.

If any one of the above five scenarios exist for the proposed project, computer modeling in accordance with the General Guidelines for the Hydrologic-Hydraulic Assessment of Floodplains in Indiana will be required to be submitted to assess the effect on the base flood elevation.

To determine if a project will qualify for the non-modeling hydraulic assessment approach, a Companion Worksheet is required to be completed and submitted with the permit application. We recommend that you first complete the Companion Worksheet: Bridge Non-Modeling Companion Worksheet B (State Form 55234) to determine if the project can be assessed by a non-modeling approach.

Unless the instructions in this document direct you otherwise, all plan details, questions, and computations in the worksheets must be addressed to adequately evaluate a project under a non-modeling assessment approach.

The minimum documentation specified below in this document must be submitted to the Division of Water along with a completed, signed, and dated application form (State Form 42946) and the appropriate application fee.

Minimum Plan Details and Computation Requirements:**1) Plan Details and Supporting Documentation**

For each of the minimum plan details described in the following chart, complete Column 1 and Column 2. The required plan view items can be combined into one or more plan drawings as long as the information is clearly defined.

<u>Column 1</u> <i>Indicate with ✓ if item is included.</i>	<u>Column 2</u> <i>Indicate page or sheet number for each required item.</i>	<u>Column 3</u> Minimum Plans Required	<u>Column 4</u> For Division of Water use only.
<input checked="" type="checkbox"/>	6-7	A map that clearly identifies the location of the proposed project site in relationship to the waterway and surrounding roadways	<input type="checkbox"/> Accepted <input type="checkbox"/> Item Not Clear
<input checked="" type="checkbox"/>	8-10	An aerial plan view that illustrates disturbed area of the project site	<input type="checkbox"/> Accepted <input type="checkbox"/> Item Not Clear
<input checked="" type="checkbox"/>	8-10	A plan view that illustrates the proposed project's construction components. Indicate permanent and temporary components throughout the project site.	<input type="checkbox"/> Accepted <input type="checkbox"/> Item Not Clear
<input checked="" type="checkbox"/>	13	A plan view of the floodway throughout the project limits	<input type="checkbox"/> Accepted <input type="checkbox"/> Item Not Clear
<input checked="" type="checkbox"/>	8, 9, 14	A cross section view(s) showing an overlay comparison of the pre-construction conditions and post-construction conditions of the effective cross sectional flow area that includes: 1) dimensions and calculated area of the waterway opening 2) the elevation of the top of road profile extended to an elevation (beyond the floodway limits) that exceeds the base flood elevation and using the same datum for both 3) elevation of the low structure (chord) of the bridge Cross sections should be stationed left to right, looking downstream, full-valleyed, and oriented perpendicular to flow.	<input type="checkbox"/> Accepted <input type="checkbox"/> Item Not Clear
<input checked="" type="checkbox"/>	14	Describe the methodology used to compute the waterway opening, e.g. identify the software or show computations.	<input type="checkbox"/> Accepted <input type="checkbox"/> Item Not Clear
<input checked="" type="checkbox"/>	13	A plan view that clearly marks the location(s) and label of the cross section(s)	<input type="checkbox"/> Accepted <input type="checkbox"/> Item Not Clear

Plan Details and Supporting Documentation continued

<input checked="" type="checkbox"/>	15-17	Photos that illustrates the natural and manmade surroundings, e.g.: 1) from the bridge deck, a downstream view of the channel 2) from the bridge deck, an upstream view of the channel 3) from a downstream streambank, a view of the downstream bridge deck and waterway opening 4) from an upstream streambank, a view of the upstream bridge deck and waterway opening Label orientation of each photo	<input type="checkbox"/> Accepted <input type="checkbox"/> Item Not Clear
<input checked="" type="checkbox"/>	8-10	Plans require horizontal and vertical scale, vertical datum, north arrow, labels, stations, and date.	<input type="checkbox"/> Accepted <input type="checkbox"/> Item Not Clear
<input checked="" type="checkbox"/>	18-19	The completed Bridge Non-Modeling Companion Worksheet B (State Form 55234)	<input type="checkbox"/> Accepted <input type="checkbox"/> Item Not Clear

2) Fish, Wildlife, and Botanical Impact Assessment

If a delineated floodway exists at the project site, compute the disturbance values in the following charts. For sources of delineated floodways, refer to the Indiana Floodplain Information Portal at www.INFIP.dnr.IN.gov or FEMA Map Service Center at www.msc.fema.gov.

If a floodway delineation is not available at the project site AND if you have answered Yes to Questions 2 and 3 on the Bridge Non-Modeling Companion Worksheet B (State Form 55234), skip the disturbance values in the following charts. Sign and date the worksheet at the bottom of this page and submit the worksheet with the permit application.

If the proposed construction exceeds the disturbance thresholds outline in the Floodway Habitat Mitigation, a mitigation plan is likely to be required. During the permit application review process, a Division of Fish and Wildlife biologist will contact you if a mitigation plan is required. For information concerning mitigation requirements, refer to the Natural Resources Commission Bulletin #17, <http://www.in.gov/legislative/iac/20120801-IR-312120434NRA.xml.pdf>

Total number acres in floodway disturbed by project construction = 0.2005 acres

Riparian habitat disturbance computation:

Type of Riparian Habitat	Number acres in floodway disturbed by project construction
A) Non wetland tree removal in rural area	0.0775
B) Non wetland tree removal in urban area	0
C) Early successional habitat	0
Total A, B, & C	0.0775

In-stream disturbance computation:

Total number of linear feet of in-stream disturbed by project construction = 70 linear feet

Wetlands disturbance computation:

Type of Riparian Habitat	Number acres in floodway disturbed by project construction
A) Palustrine Forested wetlands	0.0173
B) Palustrine Scrub-shrub wetlands	
C) Palustrine Emergent wetlands	
Total A, B, & C	0.0173

Be aware that after reviewing the submitted plans and computations in the worksheet, the IDNR staff may request additional documentation if sufficient evidence has not been provided that clearly demonstrates the effect that the project may have on the base flood elevation or impacts to fish, wildlife, and botanical resources in the floodway.

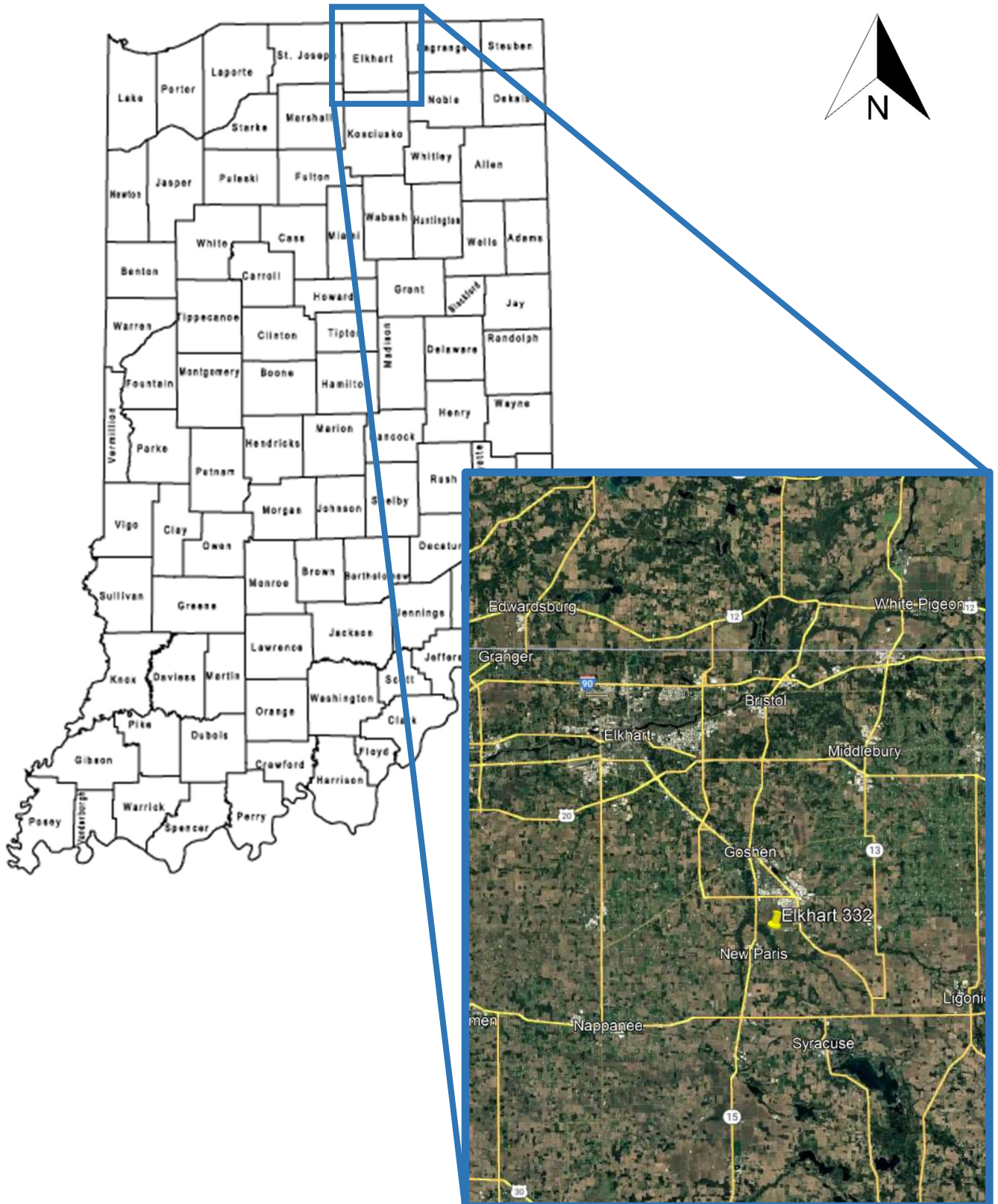


Name of Preparer

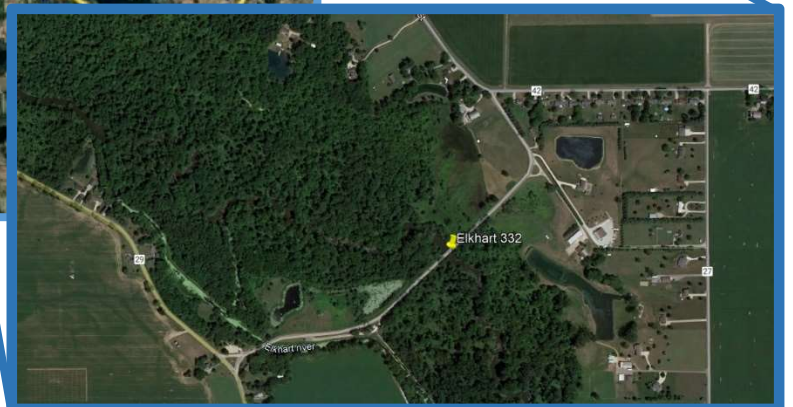
1/7/2025

Date (month, day, year)

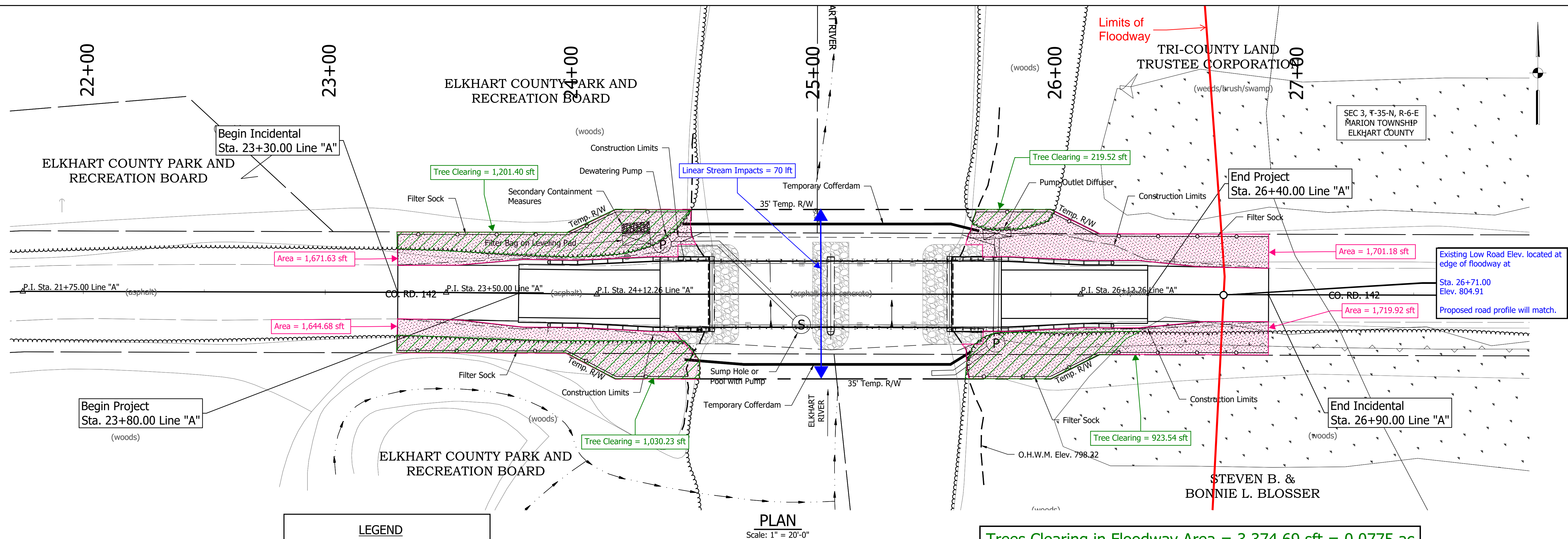
PROJECT LOCATION – CR 142 OVER ELKHART RIVER



PROJECT LOCATION – CR 142 OVER ELKHART RIVER



File Name: P:\BR\C3D\24-414 Elkhart Co. Bridge No. 332\Bridge\Drawings\Plans\Erosion.dwg Plot Date: 12/19/2024 Plotted By: Andrew Moffatt



LEGEND

- Wetlands
- Temporary Seeding and Mulch
- Class I Riprap
- Temporary Cofferdam
- Filter Sock
- O.H.W.M. Ordinary High Water Mark
- Manufactured Surface Stabilization Product
- Pump
- Sump Pit

TEMPORARY EROSION CONTROL		
DESCRIPTION	QUANTITY	UNITS
*No. 2 Stone	xxx	Tons
*Filter Sock	xxx	Lft.
*Temporary Seed Mixture	xxx	Lbs.
*Temporary Mulch	xxx	Tons
*Sediment Remove	xxx	Cys.
Cofferdam	1	LS
*Manufactured Surface Protection	xxx	Sys.
*Fertilizer	xxx	Tons

*Quantities included in Stormwater Management Budget.

LEGEND

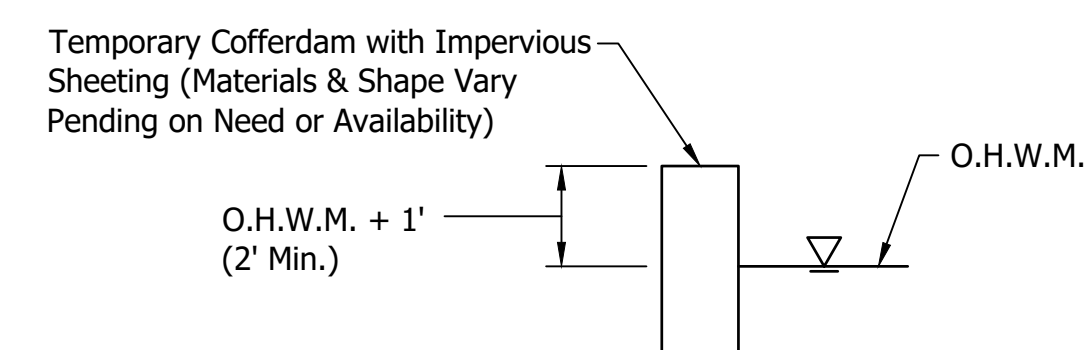
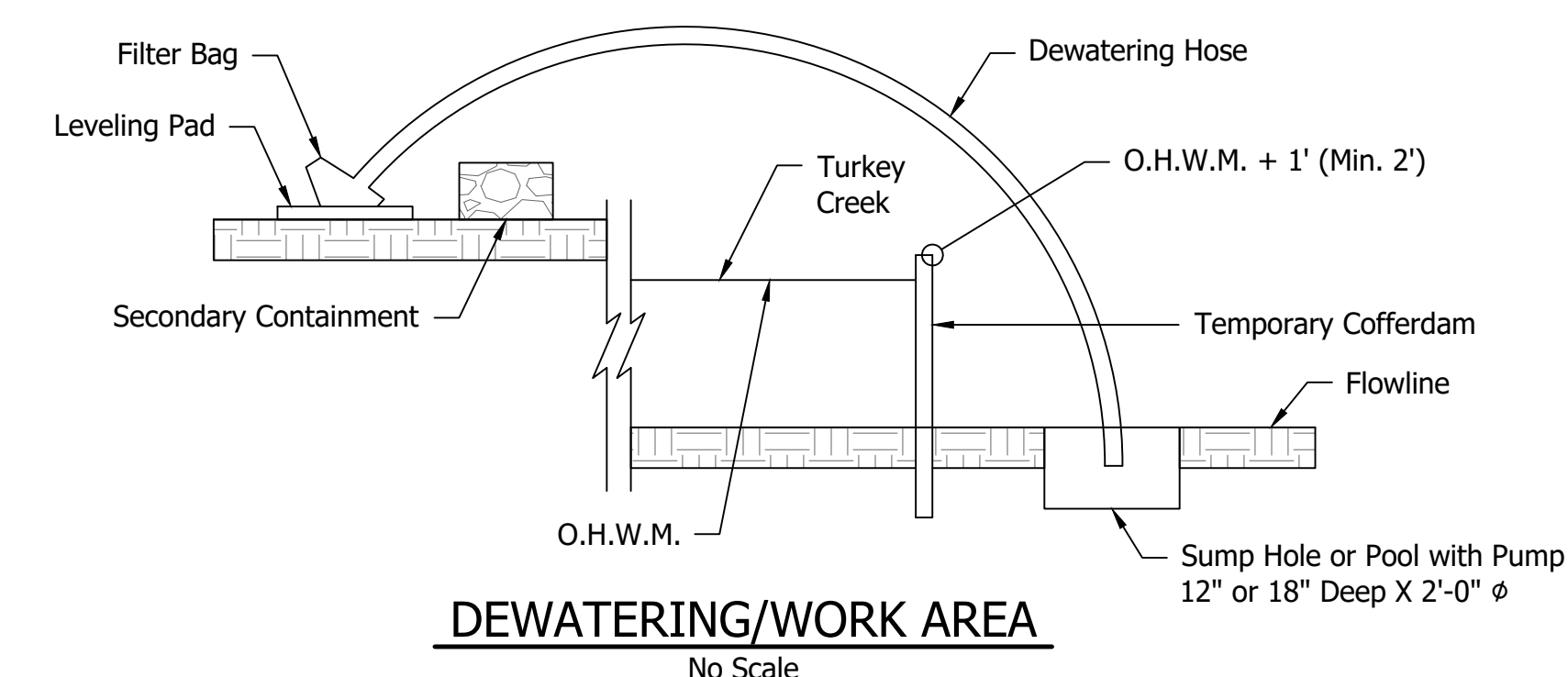
- Tree Clearing in Floodway
- Total Temporary Seeding

GENERAL EROSION CONTROL NOTES

- This erosion control plan shall be considered a minimum application. The contractor shall be responsible for promptly and properly addressing unforeseen erosion in accordance with the Indiana Storm Water Quality Manual. The contractor shall keep an up-to-date record onsite of any alterations to the storm water pollution prevention plan.
- The contractor has full responsibility of inspecting and maintaining the erosion control measures on a daily basis. At a minimum, practices need to be inspected weekly, within 24 hours after each storm event over 1/2 inch, and daily during prolonged storm events. Failing practices shall be repaired or replaced immediately.
- Any sediment tracked out of project area onto public streets must be cleaned up the same day it occurs.
- Erosion control measures shall be implemented during all phases of construction.
- The contractor shall control dust on site using methods which comply with the Indiana Storm Water Quality Manual.
- Temporary seeding shall be installed on any cleared area that will be undisturbed for 7 days or more.
- Filter sock shall be terminated upslope at all locations.
- If any loose material stockpiles are required on site, silt fence shall be provided on all downslope sides 10' from the toe of slope to prevent sediment movement.
- Concrete washout locations shall be determined by the contractor in the storm water quality control plan. Placement shall be 50 feet from any drainage conveyance including ditches and inlets.
- Temporary erosion control measures shall be removed as permanent erosion control measures are installed. Permanent erosion control measure are not shown in these details. Refer to plan & profile sheets for permanent erosion control measures.
- Ditch slopes of 3:1 or greater shall be immediately seeded and protected with manufactured surface protection products upon completion of grading.
- The Contractor is responsible for having an appropriate number of spill kits on site throughout construction. All fuel storage must be in secondary containment. Report all reportable environment spills emergency spills to IDEM spill hotline (888) 233-7745.
- Cofferdams and dewatering will be required to dry working areas so pier foundations and scour protection can be installed in dry conditions. Cofferdams shown are part of documentation included for permit approval. See special provisions.
- Temporary dewatering measures are expected to be in place less than 3 months.
- Contractor shall verify existing flowline elevation to set the appropriate pump depth prior to construction.
- Dewatering hose positioned so intake does not rest on stream bed.
- Disturbed areas above the O.H.W.M. will be regraded and restored with Seed Mixture Floodplain.

Trees Clearing in Floodway Area = 3,374.69 sft = 0.0775 ac

Temporary Seeding Total Area = 6,737.41 sft = 0.1547 ac



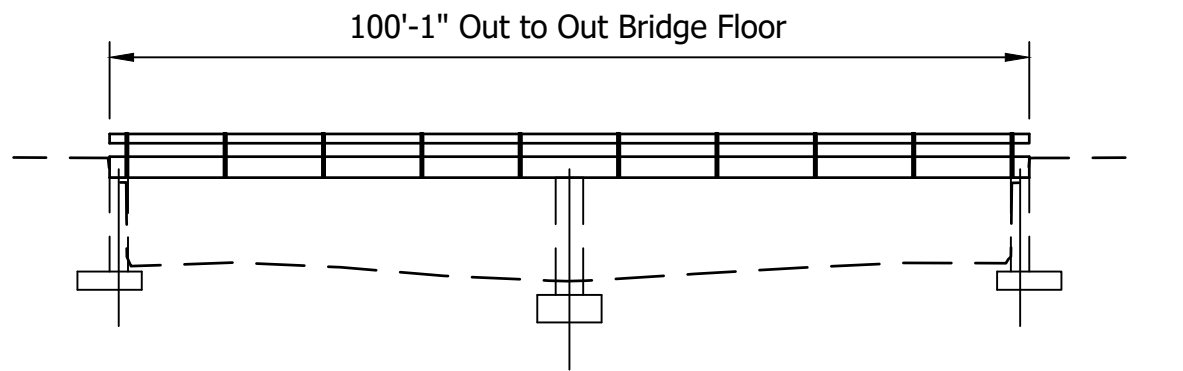
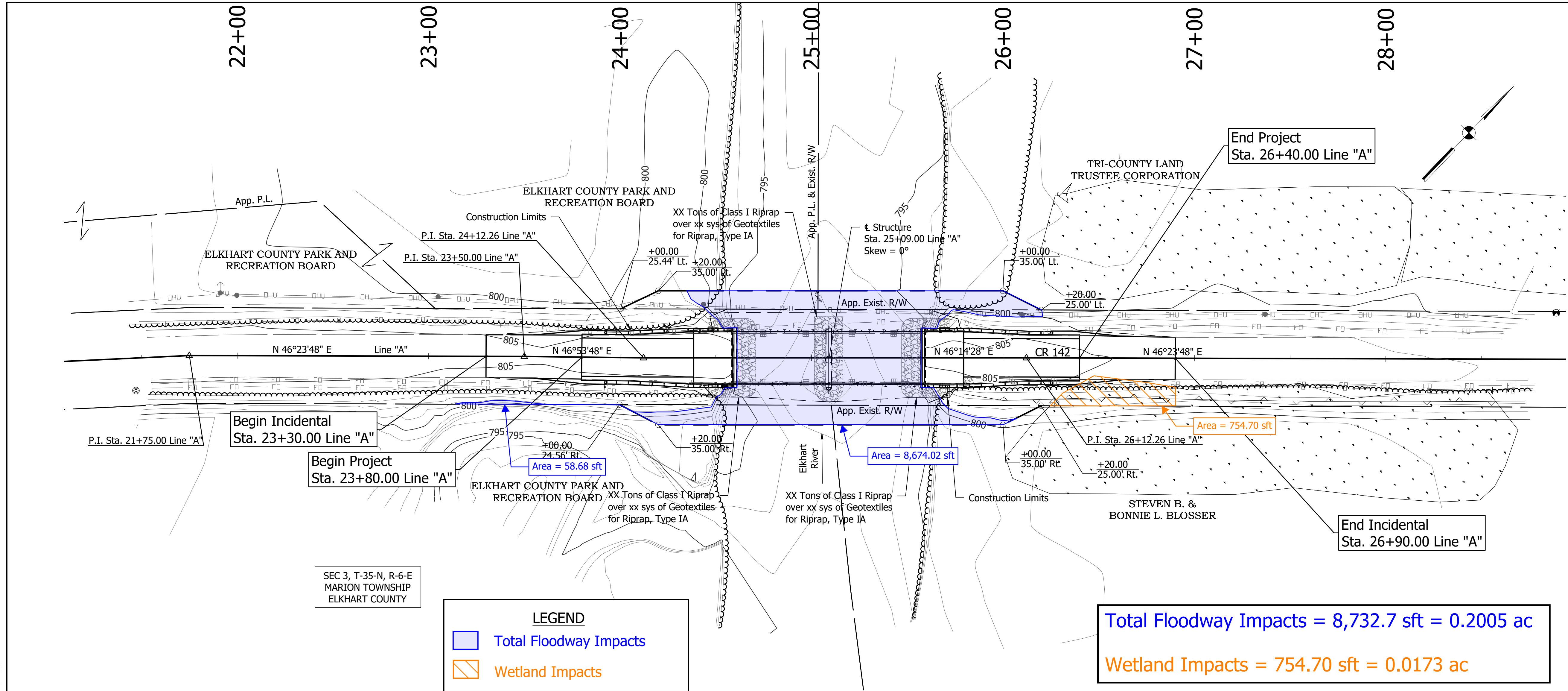
8440 Allison Pointe Boulevard, Suite 200
Indianapolis, IN 46250
Phone 317-895-2585
www.ucindy.com

RECOMMENDED FOR APPROVAL	
DESIGNED: MAT	DRAWN: AJM
CHECKED: CJA	CHECKED: MAT

ELKHART COUNTY
HIGHWAY DEPARTMENT

EROSION AND SEDIMENT CONTROL
CR 142 OVER ELKHART RIVER

HORIZONTAL SCALE	BRIDGE FILE
AS NOTED	20-00332
VERTICAL SCALE	DESIGNATION
AS NOTED	-
SURVEY BOOK	SHEETS
-	7 of 16
CONTRACT	PROJECT
B-44289	20-00332



The existing structure (20-00332) consists of a two-span prestressed adjacent box beam bridge. It was constructed in 1962 and has two spans of 49'-0 1/2", no skew, and a clear roadway width of 25.3'. The structure is to be rehabilitated.

EXISTING STRUCTURE

No Scale

LEGEND

- Class I Riprap
- Wetlands

HYDRAULIC DATA

Drainage Area: 400 sq. mi.
Q100 Elevation: 800.08 (NAVD)
Q100 Discharge: 3,600 cfs

SEC 3, T-35-N, R-6-E
MARION TOWNSHIP
ELKHART COUNTY

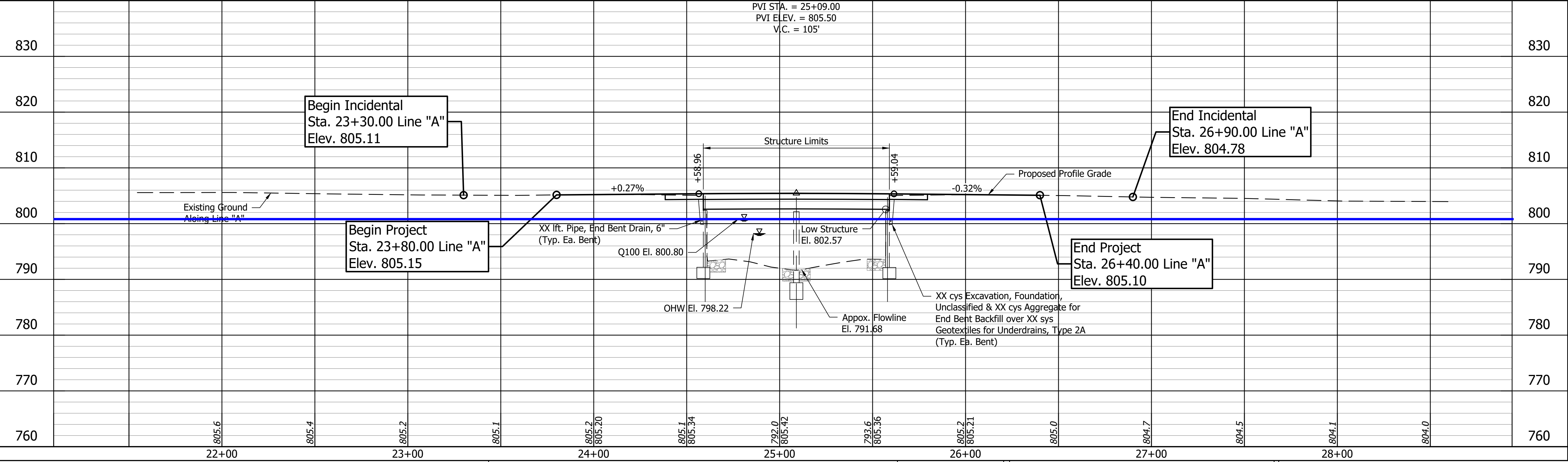
LEGEND

- Total Floodway Impacts
- Wetland Impacts

Total Floodway Impacts = 8,732.7 sft = 0.2005 ac

Wetland Impacts = 754.70 sft = 0.0173 ac

All existing and proposed R/W described from Line "A".



EARTHWORK TABULATION	
Fill +25%	xx cys
Common Excavation	xx cys
Usable Waterway Excavation	xx cys
Surplus Foundation Excavation	xx cys
Borrow	xx cys
Total Waterway Excavation	xx cys
Benching - Estimated*	xx cys

*No Direct Payment



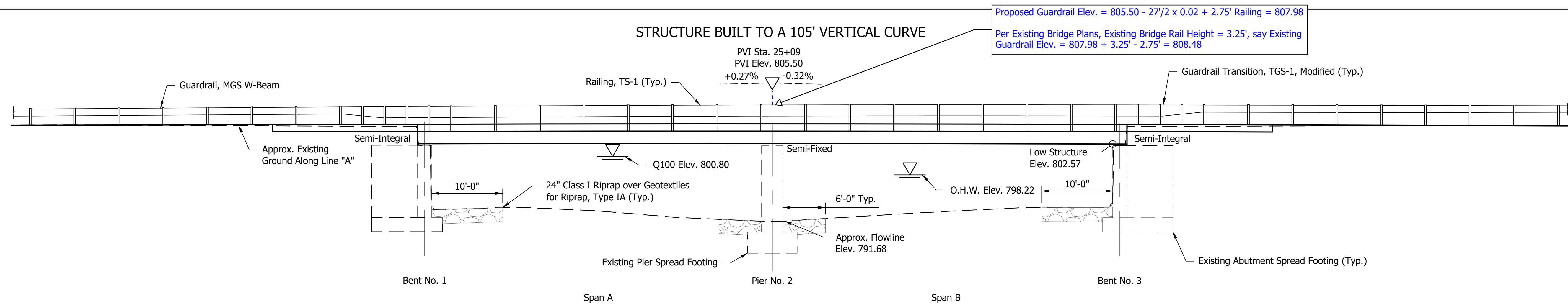
8440 Allison Pointe Boulevard, Suite 200
Indianapolis, IN 46250
Phone 317-895-2585
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RECOMMENDED FOR APPROVAL	
DESIGNED: MAT	DRAWN: AJM
CHECKED: CJA	CHECKED: MAT

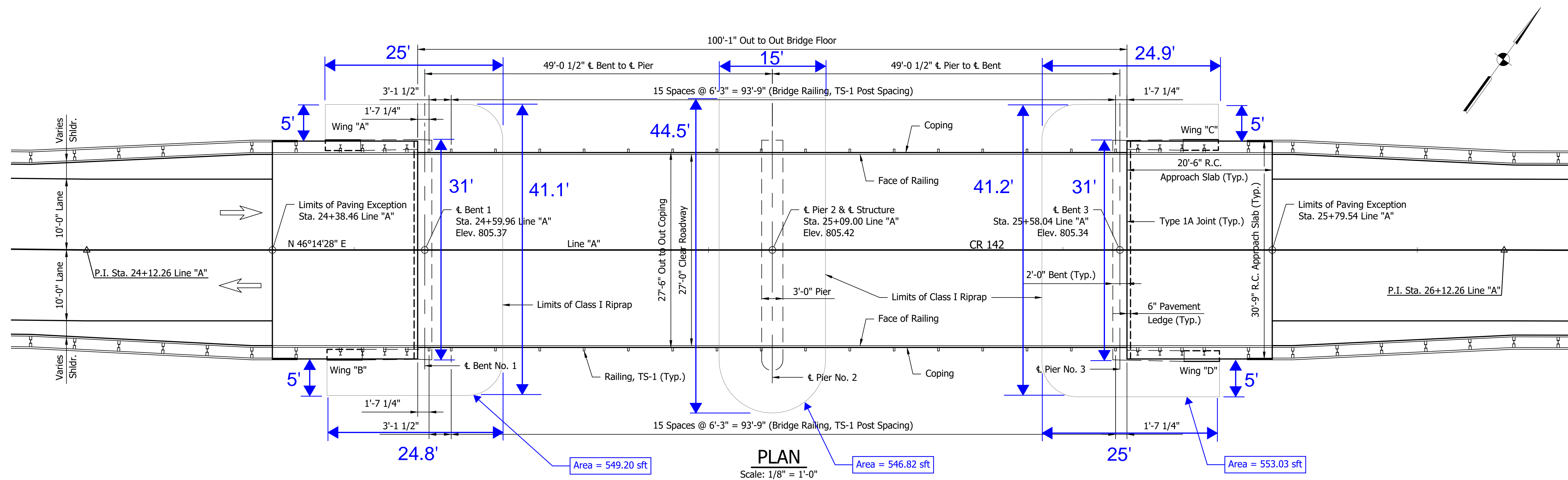
ELKHART COUNTY
HIGHWAY DEPARTMENT

LAYOUT
CR 142 OVER ELKHART RIVER

HORIZONTAL SCALE 1" = 30'	BRIDGE FILE 20-00332
VERTICAL SCALE 1" = 10'	DESIGNATION -
SURVEY BOOK -	SHEETS 8 of 16
CONTRACT -	PROJECT 20-00332



ELEVATION
Scale: 1/8" = 1'-0"



Total Riprap Area = 1,649.05 sft = 0.0379 ac

CONTINUOUS PRESTRESSED CONCRETE
SPREAD BOX BEAM BRIDGE
2 SPANS: 49'-0 1/2" & 49'-0 1/2"
NO SKEW
CLEAR ROADWAY: 27'-0"
CR 142 OVER ELKHART RIVER
ELKHART COUNTY



8440 Allison Pointe Boulevard, Suite 200
Indianapolis, IN 46250
Phone 317-895-2585
www.ucindy.com

RECOMMENDED FOR APPROVAL _____	
DESIGN ENGINEER	DATE
DESIGNED: MAT	DRAWN: AJM
CHECKED: CJA	CHECKED: MAT

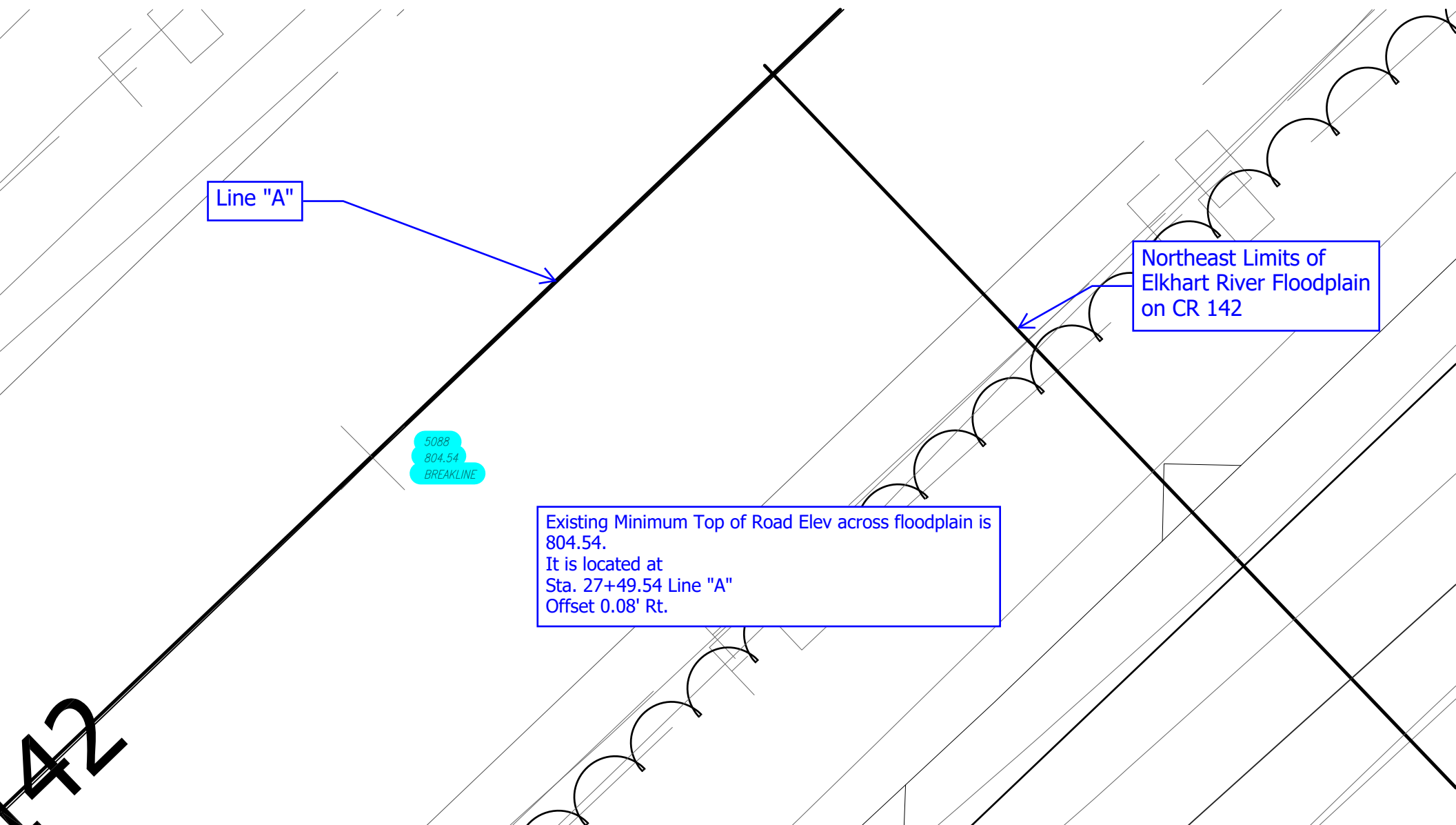
ELKHART COUNTY
HIGHWAY DEPARTMENT

GENERAL PLAN
CR 142 OVER ELKHART RIVER

HORIZONTAL SCALE	BRIDGE FILE
AS NOTED	20-00332
VERTICAL SCALE	DESIGNATION
AS NOTED	-
SURVEY BOOK	SHEETS
-	9 of 16
CONTRACT	PROJECT
-	20-00332



Existing Minimum Top of Road Elevation

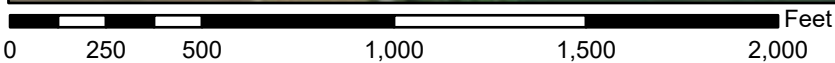
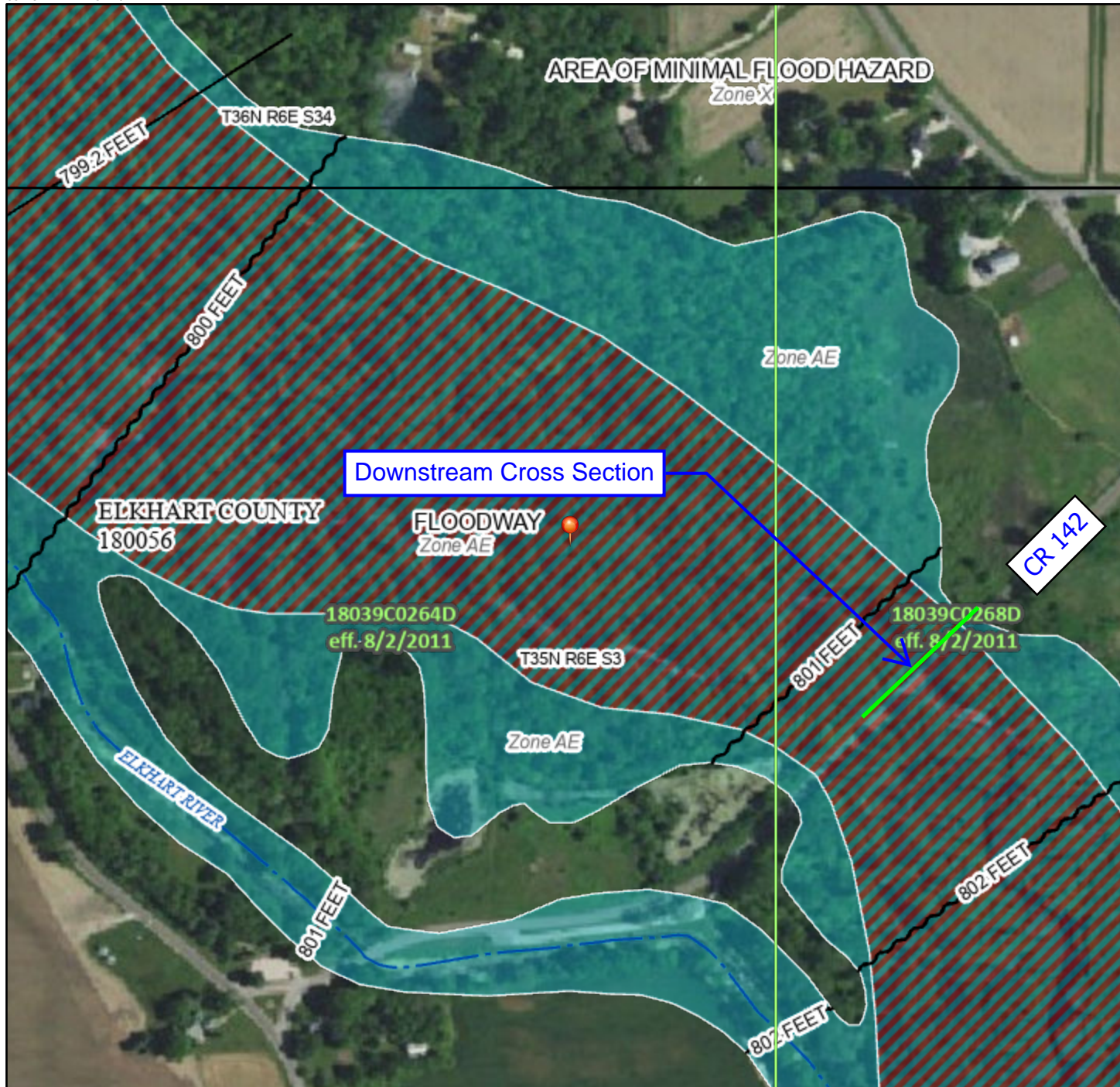


National Flood Hazard Layer FIRMette



REM 01/09/2025
CJA 01/09/2025

85°49'11"W 41°31'26"N



1:6,000

85°48'33"W 41°30'59"N

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
MAP PANELS		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Digital Data Available
		No Digital Data Available
		Unmapped



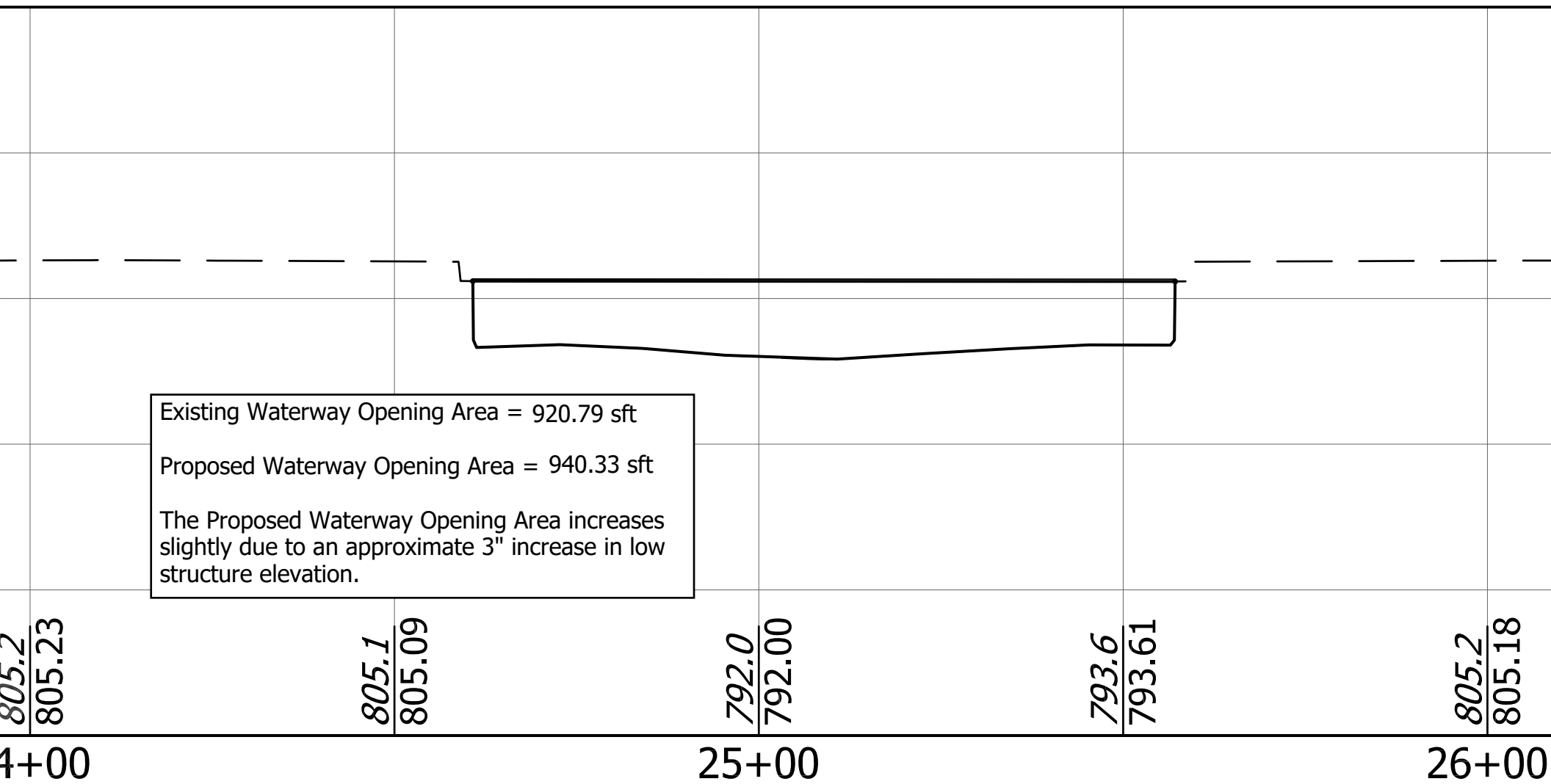
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 1/9/2025 at 1:21 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

WATERWAY OPENINGS



ELKHART COUNTY CR 142 OVER ELKHART RIVER



PHOTO 1: LOOKING NORTHWEST AND DOWNSTREAM FROM BRIDGE DECK

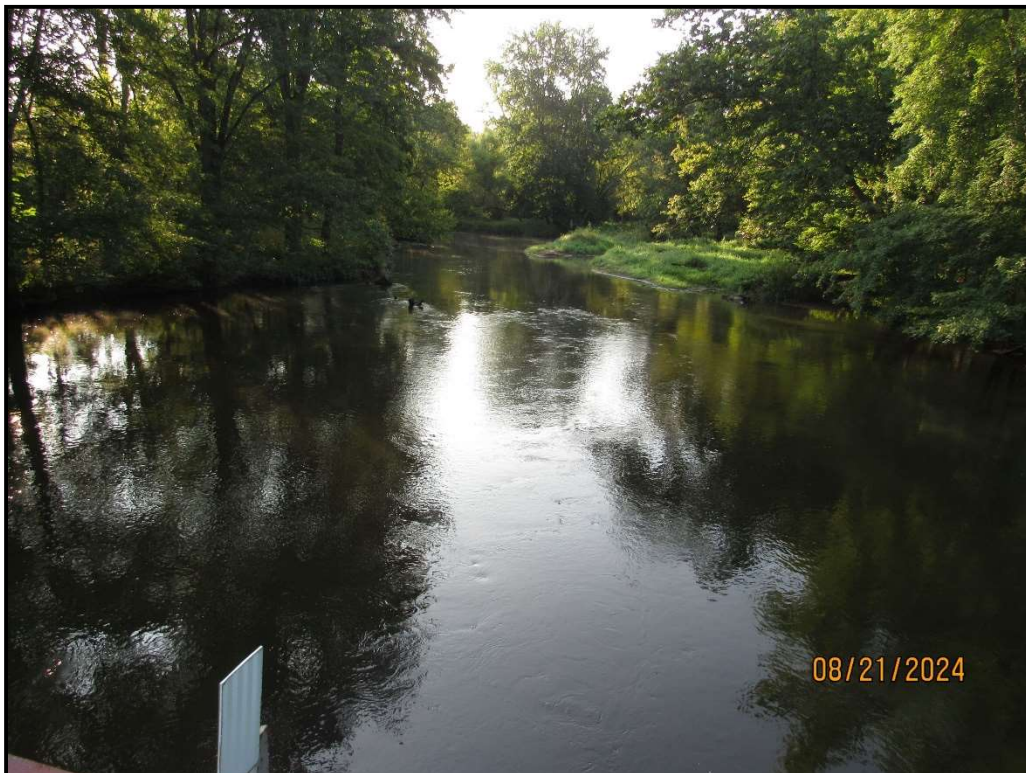


PHOTO 2: LOOKING SOUTHEAST AND UPSTREAM FROM BRIDGE DECK

ELKHART COUNTY CR 142 OVER ELKHART RIVER



PHOTO 3: LOOKING SOUTHEAST AT UPSTREAM BRIDGE FACE



PHOTO 4: LOOKING NORTHWEST AT DOWNSTREAM BRIDGE FACE

Elkhart County Bridge 332 Rehabilitation CR 142 over Elkhart River

Photo Key Map



2022 Google Aerial





BRIDGE NON-MODELING WORKSHEET COMPANION WORKSHEET B

State Form 55234 (R / 9-17)

For Division of Water use: Application Number _____



An assessment using the Bridge Non-Modeling Worksheet is appropriate to use for a bridge replacement-in-kind (R-I-K), bridge widening, pier wrap, or scour repair project for roadway, railroad, pedestrian, golf cart, or private access structures. This non-modeling approach may be applicable to assess a bridge replacement project where the flow regime is not changing.

Enter data in sequence as directed by the Instructions in the blue box below to adequately evaluate the project under a non-modeling assessment approach. **Always start with a blank worksheet and complete from the top down so that projects are evaluated correctly.**

Boxes marked with a red top right corner contain useful information for completing this form.

Step 1: Preliminary Questions

Answer the following questions to determine if your project is eligible to use this worksheet.

Instructions

Continue on to step 2

	Response
What type of project is being evaluated?	R-I-K
Is the project a new stream crossing structure with the existing structure to remain in its current location?	No
Is a bridge structure being replaced with a culvert?	No
Is the location of the proposed structure more than 500' from the location of the existing structure?	No

Step 2: Describe Project

Provide the information requested to describe your project. Not all information will be needed to evaluate your project. If multiple design options are being considered for any of the above replacement-in-kind proposals, the proposed design with the smallest waterway opening value should be used in completing this worksheet.

Instructions

Continue on to Step 3

Pier Wrap Width and Number of Piers	Pier Wrap Thickness		Number of Piers	
		in		
Increase in Structure Width (Along stream profile)	Upstream Extension		Downstream Extension	
		ft		ft
Scour Section	Pre-Eroded Cross Sectional Area		Proposed Cross Sectional Area	
		sq ft		sq ft
Low Structure Elevation and datum	Existing Structure		Proposed Structure	
	802.33	ft, NAVD88 datum	802.57	ft, NAVD88 datum
High Structure Elevation and datum	Existing Structure		Proposed Structure	
	808.48	ft, NAVD88 datum	807.98	ft, NAVD88 datum
Minimum top of road elevation across entire floodplain	Existing		Proposed	
	804.91	ft, NAVD88 datum	804.91	ft, NAVD88 datum

Step 3: Analysis

Provide the information requested to describe your project. Not all information will be needed to evaluate your project.

Instructions

See Results

Compute and record the waterway opening areas in the appropriate fields and answer all questions in the chart below.

Area of waterway opening beneath the structure

(Do not include eroded area in calculations.)

Existing
(sq ft)

920.79

Proposed
(sq ft)

940.33

Profile Configuration

Taking into account the guardrail configuration, does the proposed road profile across the floodplain of the proposed project, match exactly with no variation, to that of the existing profile?

Configuration Changes

Is the proposed road profile (approach roads) being raised or are guardrails being added?

Response

No

Yes

BFE at UPSTREAM Bridge Section 3	Source	Reference Number
800.8 ft, NAVD88 datum	Published Flood Insurance Study	18039CV000A

Results

Based on the results compiled in this worksheet no effect in the base flood elevation is expected since the Low Structure elevation is increasing, no additional computations are required. If any further communication is needed to justify the project, please attach additional comments of information to this worksheet. Submit this worksheet and minimum requirements with the permit application.

If you feel that this worksheet has not evaluated your project correctly please contact DNR Division of Water Engineering Services Staff to further discuss your project. Contact information can be found on the division website or at the following link <http://www.in.gov/dnr/water/5736.htm>.

Comments:

Be aware that after reviewing the submitted plans and computations in the worksheet, the IDNR staff may request additional documentation if sufficient evidence has not been provided that clearly demonstrates the effect that the project may have on the base flood elevation or impacts to fish, wildlife, and botanical resources in the floodway.

Preparer: Reid McIntire, E.I. Date (month, day, year): 1/7/2025

