

Specifications

For

BRIDGE 253 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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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

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

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;

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)

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 BRIDGE 253 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: _____
Tiara Jackson, 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: _____
Tiara Jackson, 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 BRIDGE 253 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 6, 2026**, be substantially complete by **November 2, 2026** and receive final acceptance on or before **December 7, 2026**. Any Work remaining to be completed after **November 2, 2026** or Final Acceptance has not been received by **December 7, 2026** 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 (November 2, 2026) or final acceptance has not been received by the final acceptance date herein established (December 7, 2026), 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: _____
Tiara Jackson, Auditor

Division 2:

Supplemental Provisions

For

BRIDGE 253 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 *USI CONSULTANTS, INC., 8415 E. 56th St., Indianapolis, IN 46216* or *kthomas@usiconsultants.com*, prior to 5:00 p.m. local time, March 20, 2026. 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 east 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 at least 2 months in advance per the NIPSCO Electric work plan in Appendix "B."

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

No regulatory permits were required or obtained by the OWNER for this project.

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

BRIDGE 253 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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TP1 - SPECIAL RIGHT-OF-WAY CONDITIONS

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 – COMPACTED AGGREGATE

1. GENERAL

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

2. CONSTRUCTION

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

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

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

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

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

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

in order to meet the grade.

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

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

3. PAYMENT

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

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

TP3 - EARTHWORK

1. GENERAL

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

2. MATERIALS

None.

3. CONSTRUCTION

(a) CONCRETE PAVEMENT REMOVAL

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

pavement to be removed will not be paid for directly, but shall be included in the cost of pavement removal.

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

3. CONSTRUCTION

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

4. PAYMENT

Earthwork, including all items noted above and its required testing will be measured as a lump sum item.

Pay Item
Earthwork

Pay Unit
LSUM

TP4 – HMA PAVEMENTS

1. GENERAL

Mainline and shoulder pavements shall conform to INDOT Standard Specifications section 402. PG Binder grades used in each mixture type shall conform to section 402.04. Pavements shall be supplied by a certified HMA plant in accordance with ITM 583.

2. QUALITY CONTROL

The HMA shall be transported and placed according to the Quality Control Plan QCP submitted by the contractor according to ITM 803. Quality Control Plan shall be submitted to the Engineer 15 days prior to the placement of HMA.

During the pavement operation, the owner, the contractor, or the supplier of the HMA reserves the right to stop paving when a problem is identified. This includes test results from the Transtech PQI 380 indicating insufficient density readings as performed by Engineer.

3. ACCEPTANCE OF MIXTURES

Design mix formula shall be submitted to the engineer for approval one week prior to use. Mixes shall be accepted by a Type D certification in accordance with section 916. Type D certification to include air voids and binder content.

The Engineer will select random locations for mix verification sampling. A mix verification sample will be at the auger of the paving device or, if determined by the engineer, a truck sample in accordance with AASHTO R 97. Samples will be tested by owner's representative to verify Air voids, binder content, and mix gradation.

4. CONSTRUCTION REQUIREMENTS

Equipment for the HMA operations shall be in accordance with section 409 and shall be listed in the QCP. The contractor is responsible for the paving layout and roller pattern to achieve the specified density requirements.

5. DENSITY

For mainline paving, the density shall be determined using cores from two random locations selected by the engineer for a quantity not to exceed 600 ton of surface or 1000 ton of base or intermediate placed. Cores shall be drilled at each location where mix is placed every day work is performed. The cores shall be taken in accordance with ITM 580. The contractor is to drill the cores and immediately submit them to the Engineer for testing. Acceptance is based on maximum specific gravity and shall be within 92-96% Maximum Specific Gravity. Acceptance is based on three successive core tests calculated as an average. Average will be of current, previous and proceeding cores if available. Any density less than 90% will be considered deficient, and additional cores may be necessary to determine areas for removal.

Cores shall produce a uniform sample 6.00 ± 0.25 in. Cores shall be cleaned, dried, and refilled with either HMA of similar or smaller size. Core hole shall be filled the same day as it is cut.

TP5 – MAILBOX RESET

1. GENERAL

The work specified in this section includes removing existing mailboxes as shown in the contract or as designated by the Engineer, and resetting them at the locations and at the elevations designated.

The term mailbox shall include the mailbox and support on which it is mounted.

2. MATERIALS

Existing mailboxes shall be used unless damaged by Contractor.

3. CONSTRUCTION

- (a) Access to existing mailboxes shall be maintained for mail delivery service during construction.
- (b) As soon as the state of the work permits and the Engineer so directs, all mailboxes shall be reset by the Contractor in permanent locations in compliance with postal regulations. The Domestic Mail Manual states that mailboxes "must be placed so that they may be safely and conveniently served by carriers without leaving their conveyances..." The Postal Service recommends that mailboxes be placed with the bottom of the box at a vertical height of between three and one-half (3½) feet to four (4) feet from the road surface.
- (c) The Contractor shall replace, without additional compensation, any mailboxes, supports, or any related parts that have been damaged as a result of the construction work.

4. PAYMENT

The actual number of mailboxes reset shall be the number of each reset, complete in place as directed or designated.

The accepted number of mailboxes reset, measured as noted above, shall be paid for at the unit price for each which shall be payment in full for furnishing all material, labor, equipment, tools and incidentals necessary to complete the work.

Pay Item
Mailbox Reset

Pay Unit
Each

TP6 – MULCHED SEEDING WITH TOPSOIL

1. GENERAL

Mulched Seeding R shall be used and will be in accordance with Section 621, except as described herein. Turfgrass Species: Turf Type Tall Fescue, minimum four cultivars. Seeding rate: 8 lbs per 1000 square foot. Paper Mat shall not be allowed for mulching. The Contractor shall place topsoil to a depth of 4-inches in all disturbed areas not paved or rippapped. The cost of materials, labor, equipment, and all other incidental materials necessary for the completion of the seeding shall be included in the cost of the pay item. Any additional topsoil required to complete the work shall not be paid for separately, but shall be included in the cost of the pay item.

TP7 – SCOPE OF WORK

1. GENERAL

The work called for under these specifications, includes the furnishing of all labor, materials, equipment, appurtenances, and means of conveyance for all materials and equipment necessary for the replacement of the following project:

ELKHART COUNTY BRIDGE NUMBER 253, SUPERSTRUCTURE REPLACEMENT
CARRYING CR 1 OVER BAUGO CREEK
ELKHART COUNTY, INDIANA

All work is to be completed in accordance with these Plans and Special Provisions as approved by the Engineer.

TP8 – UNDISTRIBUTED ITEMS

1. GENERAL

Quantities of undistributed items needed in addition to those shown on the itemized proposal and approved by the Engineer will be paid for at the contract unit price for the quantity used on the project. There shall be no adjustment in the contract unit price if quantities are less than those shown on the itemized proposal and the item can be deleted entirely without impact to the contract amount. All work involving undistributed items shall be performed only at the direction of the Engineer.

TP9 – UNIT COST PER ITEM CONTRACT – PLAN QUANTITY

1. GENERAL

The estimate of quantities of work to be done and material to be furnished under this contract as shown on the plans is approximate and is given only as a basis of calculation. Actual bid prices will be paid based on the plan quantities provided at the contract unit prices, unless actual quantities vary by more than ten percent (10%) of plan quantity or the quantity is undistributed. The Contractor shall provide proof of such variance to the satisfaction and approval of the Engineer. Failure to submit proof prior to the next progress estimate assumes actual quantity is within the ten percent (10%) of plan quantity and the Contractor loses the right to receive additional payment.

TP10 – INSPECTION AND SUPERVISION

1. GENERAL

The Engineer or their duly authorized representatives shall have authority over the construction of this project at all times. All necessary construction engineering layout work shall be performed by the Contractor at their expense and subject to the approval of the Engineer.

TP11 – UNKNOWN FLOOD CONDITIONS

1. GENERAL

The flood conditions at the site are unknown. The Contractor should move their equipment accordingly or take precautionary measures to secure the equipment and machinery if a major storm event is anticipated. The Owner shall not be held responsible for any damage that might occur if such flooding event occurs.

TP12 – UTILITY COORDINATION

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

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

The Contractor shall be solely responsible the coordination of utility work plans. This includes but it not limited to maintaining an open line of communication with the owners of utilities, tracking the progress of utility relocation work, and scheduling utility coordination meetings.

The Contractor shall document all communication with utilities and maintain a daily log of utility relocation progress. Documentation shall be submitted to the Engineer within 24 hours of written request from the Engineer. Failure to provide documentation will result in a reduction in pay quantity for this item at the discretion of the Engineer/Owner.

3. PAYMENT

<u>Pay Item</u>	<u>Pay Unit</u>
Utility Coordination	Lump Sum

TP13 – ENVIRONMENTAL PERMIT REQUIREMENTS

1. GENERAL

The Contractor shall be required to comply with the Stormwater Quality Measures as outlined in the Erosion Control Details sheet shown in the plans.

All Permits

No permits were required for the work shown in the plans.

The Contractor shall install all necessary temporary erosion control measures necessary to prevent sediment from leaving the project site and entering the waterway. Temporary erosion control measures shown in the plans are the minimum required prior to commencing earthwork activity. If during construction it is determined that the erosion control measures are not retaining the sediment then additional measures shall be implemented per the direction of the Engineer.

TP14 – UTILITY INFORMATION

1. GENERAL

The Contractor shall coordinate the construction of this project with all utilities within the limits of this project in accordance with the Standard Specifications. The pre-construction meeting at the project site **does not** constitute a Utility Location Request by the Owner.

The Contractor and the utility companies shall assume all responsibility. The Owner will not be held liable for any costs involved concerning damages to utility facilities caused by the Contractor's operations. Damage to any of the existing public utilities facilities within the limits of the project caused by the Contractor's operations or equipment shall be repaired or replaced by the Contractor at no expense to the contract.

Once construction is complete, the Contractor shall coordinate with all utilities impacted by this project or listed on the layout sheet when construction of the project is complete. All areas disturbed by utilities shall receive mulched seeding unless otherwise directed by the Engineer.

The cost of this work will not be paid for directly, but the cost thereof shall be included in cost of other items. For additional information regarding utilities indicated below, see the approved work plans included herein.

The following is provided for information only:

ELECTRIC:

Electric facilities, owned by NIPSCO Electric, exist within the project limits, and are expected to be affected by the proposed construction.

NIPSCO Electric maintains active overhead 3-phase distribution line within the project area. Utility proposes to install temporary arms to increase horizontal clearance prior to construction. Contractor to notify NIPSCO Electric 2 months in advance prior to de-energization of utility's facilities. The overhead lines will be deenergized for 2 weeks or less while the bridge beams are being installed. It is anticipated that the utility will take approximately 60 calendar days to adjust its facilities in place. See work plan for additional information. Work Plan approved on 1/28/2026.

NIPSCO Electric
300 E Kercher Rd
Goshen, IN
Phone: (574) 374-2474
Contact: Asa Gordon
AGordon@NiSource.com

TELEPHONE:

Communication facilities, owned by Frontier, exist within the project limits, and are expected to be affected by the proposed construction.

Frontier maintains active buried size 100 copper facilities located along the east side of CR 1. Utility to remove active buried size 100 copper facility from the conduit attached to the bridge. Utility proposes to install new pedestals next to existing NIPSCO Electric power pole and attach size 100 copper cable to power poles with Frontier owned guy wire. It is anticipated that the utility will take approximately 210 calendar days to adjust its facilities in place. See work plan for

additional information. Work plan approved on 1/28/26

Frontier
112 W Broad St
Angola, IN 46703
Phone: (260) 436-2369
Contact: Henry Cooks III
Henry.Cooks@FTR.com

GAS:

Gas facilities, owned by NIPSCO Gas, exist within the project limits, but are not expected to be affected by the proposed construction.

NIPSCO Gas
1039 Pennsylvania Ave
South Bend, IN 466010
Phone: (260) 336-8856
Contact: Bradley Cooper
BCooper@NiSource.com

TP15 – RIGHT OF ENTRIES SECURED

1. GENERAL

No right-of-way was purchased for this project. The Owner has secured right-of-entries for this project. All work performed by the Contractor shall be undertaken within the construction limits. The Contractor shall repair any disturbance of areas outside construction limits to the satisfaction of the Engineer and the affected property owner(s) at the Contractor's expense.

TP16 – PRECONSTRUCTION CONFERENCE

1. GENERAL

The Contractor shall submit the following at, or prior to, the pre-construction meeting:

Construction schedule
Specify a project superintendent
Emergency 24-hour contact

The Contractor shall submit the following documents at the Pre-construction Conference:

Payment Bond as mentioned elsewhere herein
Performance Bond as mentioned elsewhere herein
Certification Letter as mentioned elsewhere herein
Certificate of Insurance as mentioned elsewhere herein
Specific Mix Design, Certification, and specification of material required to be submitted as mentioned elsewhere herein

The Contractor shall not be allowed to proceed with any work until all the above-mentioned documents are submitted to the Engineer. Notice to proceed shall be issued as mentioned elsewhere herein and all work / calendar days shall be counted after issuance of Notice to Proceed. This time frame also includes review and approval of any mix design and certification required as mentioned elsewhere herein. The Engineer shall have minimum of 72-hours for review and approval of any mix design submitted.

TP17 – ROAD CLOSURE

1. GENERAL

The Contractor shall limit the time the road is closed to traffic to a maximum of 75 calendar days without written approval of an extension to this time limit from the Owner.

The Contractor and the Owner acknowledge and agree that the time allotted by this agreement for the performance and completion of the work is reasonable and takes into account any and all risks and adverse conditions assumed by the Contractor hereunder.

TP18 – CLEARING OF RIGHT-OF-WAY TO CONSTRUCTION LIMITS

1. GENERAL

The Contractor shall remove debris and vegetation within the construction limits shown on the plans and/or the approved right-of-entry areas, as directed by the Engineer, and in accordance with the requirements of Section 201 of the Standard Specifications.

Bare earth shall not be exposed as a result of the clearing. If unauthorized exposure occurs, the area shall be replanted with an approved grass seed mixture at the Contractor's expense. No trees, shrubs, or brush outside the areas shown on the plans shall be disturbed.

TP19 – RESTORATION OF DISTURBED AREAS

1. GENERAL

Cavities formed by the removal of shrubs, trees and/or stumps located outside of proposed pavement areas shall be backfilled and compacted with "B" Borrow. Such compaction shall comply with Section 211.04. The top six (6) inches of the backfilled area shall be topsoil in accordance with Section 914.01.

Any roots remaining after all the removal of any designated item shall be removed to a depth of 8 inches below the surface of the surrounding ground area.

The final preparation of these areas shall be in accordance with Section 621.

No direct payment shall be made for this work, but shall be included in the cost of other items.

TP20 – PRESENT STRUCTURE, REMOVE PORTIONS

1. GENERAL

Portions of the structure, as shown on the plans, shall be removed in accordance with section 202.03 of the Standard Specifications. All materials shall become the property of the Contractor and be removed from the site and properly disposed of in accordance with the Standard Specifications.

All labor, materials, equipment, and incidental work necessary to perform this work, shall be included in the pay item "Present Structure, Remove Portions", and will be paid for as a lump sum.

TP21 – PROOFROLL

1. GENERAL

The Contractor shall proofroll the subgrade of the approaching pavement, prior to installing the subgrade treatment, in accordance with section 203.26 of the INDOT Standard Specifications.

Excavation of soft, yielding areas exposed by proofrolling as directed by the Engineer shall be excavated and repaired with compacted aggregate, No. 53, in accordance with section 203 and 301 INDOT Standard Specifications.

The cost of proofrolling shall be included in the cost of other pay items in this contract.

All labor, materials, equipment and other necessary incidental to repair soft, yielding areas exposed by proofrolling will not be paid directly, but the cost thereof shall be included in the cost of other pay items.

TP22 – AGGREGATE FOR END BENT BACKFILL

1. GENERAL

Aggregate for End Bent Backfill shall be placed at the locations shown on the plans. Aggregate for End Bent Backfill shall be in accordance with Section 211.

All excavation that is required to install aggregate for End Bent Backfill will not be paid for directly, but the cost thereof shall be included in the cost of "Aggregate for End Bent Backfill".

TP23 – TIMEFRAME FOR PLACEMENT OF SHOULDER MATERIAL

1. GENERAL

On streets or street sections where the placement of new Hot Mix Asphalt (HMA) surface course has been completed, the placing of shoulder material shall commence within a one (1) week period. On streets which will receive shoulder prior to the surface course, the placing of shoulder material shall commence within one (1) week period following the completion of the base or intermediate courses.

TP24 – HAND DIG GUARDRAIL POST HOLES

1. GENERAL

Description

This work shall consist of hand digging guardrail post holes in accordance with 105.03. An undistributed quantity has been included in the contract for this work.

Materials

Materials shall be in accordance with 601.02.

Construction Requirements

When the posts are located within the Tolerance Zone of a utility in accordance with IC-8-1-26-2 12 in. diameter holes shall be bored in accordance with 601.03 to the required embedment depth by use of hand tools or vacuum excavation. If there are ten or more hand dug holes adjacent to each other, the hole shall be backfilled with removable flowable fill and the guardrail posts shall be placed immediately into the backfilled hole and braced until the flowable fill cures.

Method of Measurement

The guardrail post holes will be measured per each hand dug post hole.

Basis of Payment

The guardrail post holes will be paid for at the contract unit price per each hand dug post hole, complete in place.

Payment will be made under:

Pay Item	Pay Unit Symbol
Hand Dig Guardrail Post Hole	EACH

The cost of the B-borrow or removable flowable fill shall be included in the cost of Hand Dig Guardrail Post Hole.

TP25 – SAWED EXPANSION JOINTS OF NEW PAVEMENT

1. GENERAL

This work shall consist of saw cutting transverse pavement relief joints in the approaching HMA and sealing the open joint with a joint sealant material in accordance with Section 906.02(a)2 of the Standard Specifications. Joint sealant material under Section 906.02(a)1 of the Standard Specifications, shall not be used. The saw cut joints shall be centered along the back face of each abutment/end bent.

Joints shall be inspected for proper depth, width, alignment, and preparation as shown. Joints shall be cleaned of all loose bituminous material, dirt, grease, and all other deleterious material. The joints shall be cleaned over the total area of the openings to receive the sealant material. Additional preparation shall be as recommended by the sealant manufacturer. All joints to receive sealant shall be sound, clean, dry, and frost free.

Saw Cut Joint shall not be measured for payment. Payment for saw cut joints will be made based on planned quantities as shown on the Itemized Proposal. All costs associated with saw cut joints shall be included into the cost of the "Saw Cut Expansion Joint" pay item and will be paid for per Linear Foot as fully described in the specifications.

TP26 – TS-1 RAIL AND GUARDRAIL TRANSITION

1. GENERAL

This work shall consist of supplying and installing all necessary rail panels, posts, concrete anchors, and hardware for the fabrication and installation of the Railing, Steel TS-1 and Guardrail Transition, TGS-1 at the locations shown on the plans and in accordance with INDOT Recurring Special Provision 706-B-140d.

Payment for the “Railing, Steel, TS-1” will be made at the contract unit price per Linear Foot and payment for the “Guardrail Transition, Type TGS-1” will be made at the contract unit price per each. See Appendix “D” for additional information.

TP27 – ADJACENT PRESTRESSED CONCRETE BOX BEAMS

1. GENERAL

The fabrication, furnishing, and installation of prestressed concrete box beams shall be in accordance with the requirements of Section 707 of the Standard Specifications with the following revision:

After adjacent prestressed-concrete box beams are in place, the transverse tensioning rods shall be preliminarily tightened as shown on the plans. The rods shall be final tensioned as shown on the plans. The final tensioning shall yield 20,000 psi (138 MPa) as developed by means of a torque of 200 lb.-ft (271 N-m). The tensioning rod recesses and longitudinal joints between beams shall be filled with grout.

The Contractor shall not order any of the proposed beams until notified in writing by the Engineer that the shop drawings and design computations have been approved. The Engineer shall review and approve the shop drawings and design computations within 14 business days of receipt of all items from the Contractor.

The cost of this work will not be paid directly, but shall be included in the contract unit bid for “Structural Member, Concrete, Box Beam, 21 IN x 48 IN” and “Structural Member, Concrete, Box Beam, 21 IN x 36 IN”.

TP28 – GROUT FOR BOX BEAM

1. GENERAL

Description

The joints between the beam shear keys, as well as the recesses for the lateral tensioning rods on the exterior face of the beam, shall be grouted with an epoxy grout as shown on the plans. A backer rod shall be installed three inches from the bottom of the beam joint. Epoxy grout shall completely fill the joint above the backer rod.

Materials

A. Epoxy Resin Adhesive:

Epoxy shall be a two component, 100 percent solids moisture-tolerant, low viscosity, high strength, multi-purpose, epoxy resin adhesive. It shall conform to ASTM C-881 and AASHTO M-235 specs.

The ratio of Component "A" to Component "B" shall be 2:1 by volume.

The material shall not contain asbestos.

Performance Criteria:

Properties of the mixed epoxy resin adhesive:

Pot Life: a long pot life version is recommended. Pot life shall be 60 minutes.

Tack-Free Time (3 to 5 mils neat thickness), 3 to 3 ½ hours at 73(.

Viscosity –375 cps

Color: Clear amber

a. Properties of mixed epoxy resin adhesive:

Compressive Properties (ASTM D-695) at 28 Days

Compressive Strength: 11,700 pounds per square inch minimum at 73(neat, 8,600 pounds per square inch mortar.

Modulus of Elasticity: 21.5 x 10⁴ pounds per square inch neat, 8.1 x 10⁵ pounds per square inch for mortar at 7 days.

Tensile Properties (ASTM D-638) at 7 days

Tensile Strength: 7,100 pounds per square inch minimum neat

Elongation at Break: 3 percent minimum

Modulus of Elasticity: 4.1 x 10⁵ pounds per square inch minimum at 14 days

Flexural Properties (ASTM D-790) at 14 days

Flexural Strength (Modulus of Rupture): 14,000 pounds per square inch minimum neat, 2,200 pounds per square inch mortar.

Tangent Modulus of Elasticity in Bending: 3.7 x 10⁵ pounds per square inch neat, 9.5 x 10⁵ pounds per square inch mortar.

Shear Strength (ASTM D-732) at 14 days: 5,100 pounds per square inch minimum

Total Water Absorption (ASTM D-570) at 24 Hours 0.09 percent maximum (2 hour boil)

Bond Strength (ASTM C-882)

Plastic Concrete to Hardened Concrete at 14 days (Moist Cure): 2,200 pounds per square inch minimum

Deflection Temperature (ASTM D-648) at 7 Days: 124(Fahrenheit minimum (fiber stress loading = 264 pounds per square inch)

The epoxy resin adhesive shall be in accordance with ASTM C-881, Type IV, Grade 1

The epoxy resin adhesive shall be approved by the U.S. Department of Agriculture

NOTE: Test above were performed with material and curing conditions at 73(Fahrenheit and 50 percent relative humidity

Dry Silica Sand

Construction Requirements

Grout for the joints shall be a mixture of one part epoxy resin adhesive and 1 ½ to 2 ½ parts aggregate, insuring a flowable consistency. Use oven-dried aggregate only.

The joint areas to be grouted shall be prepared by means of sand blasting to remove all laitance prior to erection. The joints shall be in a dry condition before placing the epoxy mortar.

The grout that is placed in the joints between the beams shall be cured before the lateral rods are tensioned.

Heavy construction equipment traffic (cranes, trucks, etc.) will not be permitted on the box beams until all curing of the mortar in the grouted keyways and joints is completed in accordance with the epoxy manufacturer's recommendations for the prevailing ambient temperature, and the tie rods are tensioned.

Basis of Payment

The cost for furnishing and applying the grout into the beam joints will not be paid for directly, but shall be included in the pay item for "Structural Member, Concrete, Box Beam, 21 IN x 48 IN" and "Structural Member, Concrete, Box Beam, 21 IN x 36 IN".

TP29 – LOAD RATING

1. GENERAL

Prior to completion of the project, the Contractor shall submit to the Owner a written letter informing the Owner of the anticipated work completion date with a reminder that the replacement bridge superstructure must be inspected, and load rated using "As-Built" drawings and the approved beam shop drawings within 90 days of the bridge being opened to traffic. This is mandatory in accordance with INDOT RSP 105-C-247 and the INDOT Bridge Inspection Manual, Part 3, Section 3-6.02.

Upon receipt of the letter, the Owner will be responsible for coordinating the inspection and load rating. Should the inspection be performed while the Contractor is on site, access and cooperation for the required inspection shall be in accordance with 105.05. Final Payment will not be issued to the Contractor without the Owner's receipt of the completion letter.

TP30 – PRESTRESSED CONCRETE BOX BEAMS, SHOP DRAWINGS

1. GENERAL

The Contractor shall supply the Engineer with four sets of shop drawings and two copies of the beam design computations, both of which shall be signed and sealed by a registered Professional Engineer licensed by the State of Indiana. The beams shall be designed in accordance with the current version of the American Association of State Highway Transportation Officials (AASHTO), Standard Specifications for Highway Bridges. The design shall be based on the design loads and material strengths listed on the plans.

The Contractor shall not order any of the proposed beams until notified in writing by the Engineer that the shop drawings and design computations have been approved. The Engineer shall review and approve the shop drawings and design computations within 3 business days of receipt of all items from the Contractor.

The cost of this work will not be paid directly, but shall be included in the contract unit bid for “Structural Member, Concrete, Box Beam, 21 IN x 48 IN” and “Structural Member, Concrete, Box Beam, 21 IN x 36 IN”.

TP31 – STRUCTURAL MEMBERS, CONCRETE BOX BEAM

1. GENERAL

The fabrication, furnishing, and installation of prestressed concrete box beams shall be in accordance with Section 707 of the 2024 INDOT Standard Specifications.

SECTION 707, LINE 492, REVISE AS FOLLOWS:

“(138 MPa) as developed by means of a torque of 19 lb/ft 200 lb-ft (271 N-m). The tensioning-
...”

The Contractor shall supply the Engineer (submit to Kevin Thomas, PE at kthomas@usiconsultants.com) with shop drawings and copies of the beam design computations, both of which shall be signed and sealed by a registered Professional Engineer licensed by the State of Indiana. The beams shall be designed in accordance with the current version of the American Association of State Highway Transportation Officials (AASHTO), Standard Specifications for Highway Bridges. The design shall be based on the design loads and material strengths listed on the plans.

The Contractor shall not order the proposed beams until notified in writing by the Engineer that the shop drawings and design computations have been approved. The Engineer will review and approve the shop drawings and design computations within three business days of receipt of all items from the Contractor.

The cost of anchor plates, bolts, epoxy grouting, $\frac{3}{4}$ " bolts, seals, and any other materials and installation required for the installation of the concrete box beams will not be paid for directly but the cost thereof shall be included in the pay item for “Structural Member, Concrete, Box Beam, 21 IN x 48 IN” and “Structural Member, Concrete, Box Beam, 21 IN x 36 IN”.

The cost of this work will not be paid directly, but shall be included in the contract unit bid for “Structural Member, Concrete, Box Beam, 21 IN x 48 IN” and “Structural Member, Concrete, Box Beam, 21 IN x 36 IN”.

TP32 – PATCHING CONCRETE STRUCTURES, UNDISTRIBUTED

1. GENERAL

The Contractor shall patch the concrete substructure, as determined by the Owner or Engineer, after the existing beams have been removed and prior to the installation of the new beams, in accordance with Section 710.03 of the Standard Specifications. See Special Provision, “Present Structure, Remove Portion”, for additional information on removing portions of the substructure for repair.

All costs associated with this work shall be included into the contract unit bid price of the “Patching Concrete Structures, Undistributed” pay item and will be paid for per sq ft as fully described in Section 710 of the Standard Specifications.

TP33 – MEMBRANE, WATERPROOFING

1. GENERAL

Description

This item shall consist of furnishing all necessary labor, materials, and equipment to prepare the surface and install waterproofing membrane across the end bridge joints, before the HMA Overlay is placed across the bridge structure, and at locations as shown on the construction plans. The waterproofing membrane shall be furnished in 36-inch minimum width rolls and shall be high-density asphalt mastic sandwiched between two layers of polyester fabric.

Primer/Sealant: Primer shall be used. Follow manufacturer guidelines on product installation. The membrane shall be self-adhesive.

Membrane

Ohio Type III Waterproofing Membrane, manufactured by W.R. Meadows, Inc. (www.wrmeadows.com), or approved equal. See Appendix "C" for the product data sheet and installation instructions.

Technical Data

Thickness:	0.135" minimum
Weight:	0.8 lb./ft.2 minimum
Tensile Strength (ASTM D882 modified):	275 lb./in. minimum (2000 psi)
Elongation (ASTM D882 modified):	100% minimum
Brittleness (ASTM D517):	Pass
Cold Flex (ASTM D146, 2"):	No cracking
Heat Stability (2 hrs. @ 190° F):	No dripping or delamination
Softening Point, Mastic (ASTM D36):	200° F minimum
Peel Adhesion:	2 lb./in. minimum

Surface Preparation

Prior to placing the membrane, the surface to be waterproofed shall be free of all foreign materials, such as curing compounds, dirt, grease, old pavement, previous primers, and waterproofing membranes. For deck restoration, remove the existing deck by milling as outlined in the project scope. Ensure there are no sharp points. Immediately prior to the application of the waterproofing membrane system, remove all remaining dust and loose material. Traffic shall not be permitted on the cleaned deck prior to application of the membrane. Additionally, the surface preparation shall be per manufacturer's recommendation.

Application Procedure

W.R. Meadows 3405, hot applied rubber asphalt is used as the primer/membrane in this application. Application of the primer shall be per manufacturer's recommendation.

The surface to be waterproofed shall be dry and free of dust and loose particles, and the ambient and surface temperatures shall be not less than 40° F during application. The material shall be placed continuously. Additionally, the application procedures shall be per manufacturer's recommendation.

Traffic may not be allowed to operate directly on the completed membrane until the HMA overlay is placed. Any damage that occurs to the membrane after installation and before the hot-mix asphalt overlay is placed shall be repaired at the Contractor's expense.

Asphalt Overlay

Placement of the asphalt concrete overlay should be accomplished as soon as possible after application. A minimum of 2" compacted overlay thickness is required. The temperature of the asphalt concrete at the time of compaction should be a minimum of 290° F, not to exceed 340° F. Paving equipment should be rubber track variety. Protect the membrane surface from unnecessary traffic during the installation of the asphalt roadway.

Storage of Material

All membrane materials shall be kept dry before installation per the manufacturer's recommendation. Any material that becomes wet prior to installation shall be discarded. Storage temperature shall not exceed 125°F (50°C).

Manufacturer's Representative

The manufacturer's technical representative shall be notified a minimum of five (5) working days in advance of scheduled placement in order to provide the recommended procedures. Procedures that are considered detrimental to the integrity of the item will not be permitted.

Method of Measurement

The quantity of waterproofing shall be the number of square yards of surface covered.

Basis of Payment

The accepted quantities of "Waterproofing Membrane" will be paid for at the contract unit price per square yard.

TP34 – MAINTENANCE OF TRAFFIC

1. GENERAL

The Contractor shall be responsible for installing and maintaining all construction signs and traffic control items to properly close the roadway and mark the detour routes. The Contractor shall be responsible for ensuring that the signs and barricades are in working order and have not been damaged each day of operations.

Construction signs shall be placed in accordance with the Indiana Manual of Uniform Traffic Control Devices.

All labor, materials, equipment, and incidental work necessary to perform this work, shall be included in the pay item "Maintaining Traffic".

TP35 – MATERIAL ACCEPTANCE

1. GENERAL

All aggregate, ready mixed concrete, and HMA materials used for the project shall be produced from a supplier listed on the INDOT Approved Materials List. The Contractor shall submit the names and addresses of the suppliers of these materials for the project to the Engineer at the pre-construction conference.

TP36 – TESTING OF MATERIALS

1. GENERAL

The Contractor shall be responsible for performing all quality control sampling and testing. The frequency for such testing and sampling shall be as specified in the INDOT Manual for Frequency of Sampling and Testing and Basis for Use of Materials Parts One and Two. This work shall be the sole responsibility of the Contractor and will not be paid for separately but included in the cost of other items in accordance with the itemized bid.

The Contractor shall provide copies of each sampling and testing report to the Engineer on the day such work was completed or performed. Failure to provide these reports in a timely manner shall permit the Engineer to withhold progress estimates until such time as the reports are received by the Engineer.

Borrow or B Borrow:

The Contractor shall determine the location of the borrow pit and shall have laboratory density tests made as prescribed in Section 203.24 of the Standard Specifications and outlined in AASHTO T-99.

Concrete:

The Contractor shall test the concrete in the bridge foundations as set out in the Indiana Department of Transportation's Manual for Frequency of Sampling and Testing and Basis for Use of Materials. Additional testing may be required, as conditions warrant.

HMA:

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

Reinforcing Steel:

The Contractor shall furnish the Engineer with two (2) copies of certified mill test reports. Reinforcing steel shall comply with the requirements set out in Section 910.01 of the Standard Specification. Grade 60 reinforcing steel shall be used.

Division 4:

Bid Documents

For

BRIDGE 253 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 March 23, 2026** for the **BRIDGE 253 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.elkcohwvy.org starting at **9:00 AM on February 20, 2026**. 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 **February 20, 2026**. 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 and the Indiana Department of Transportation prequalification certificate may be placed on file with the Board of County Commissioners of Elkhart County at the Highway Division annually in lieu of executing these documents for each project.

All work may begin on **July 6, 2026** and shall be completed by **November 2, 2026**. 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 **9th day of February, 2026**
Board of County Commissioners of Elkhart County

Attest:
Tiara Jackson
Elkhart County Auditor

Advertise: **February 20, 2026** and **February 27, 2026** - Elkhart Truth and Goshen News

The approximate quantities for this contract are as shown on the itemized bid tabs included on the attached pages. If extra work is necessary due to shifting of any of the items of construction or if additional work is called for in accordance with these specifications, such work shall be paid for on the basis of the following itemized unit prices. In addition to the above, the said unit prices shall also be the basis of payment to the Contractor for actual quantities placed. **The attached sheet (s) must be completely filled out, submitted with the sealed bid, and must be the first pages of the bid package submittal, 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
BRIDGE 253 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	\$30,000.00	\$30,000.00
3	110	MOBILIZATION AND DEMOBILIZATION (5% MAX)	1	LS		
4	TP15, TP18, TP19	CLEARING RIGHT-OF-WAY	1	LS		
5	TP20	PRESENT STRUCTURE, REMOVE PORTIONS	1	LS		
6	TP3	EARTHWORK	1	LS		
7	TP12	UTILITY COORDINATION	1	LS		
8	TP21	SUBGRADE TREATMENT, TYPE IC	795	SYS		
9	TP22	AGGREGATE FOR END BENT BACKFILL	20	CYS		
10	TP2	COMPACTED AGGREGATE, NO. 53	31	TON		
11	TP2	LIMESTONE AGGREGATE, NO. 53	15	TON		
12	TP4, TP35	HMA, TYPE B, SURFACE, 9.5 MM	68	TON		
13	TP4, TP35	HMA, TYPE B, INTERMEDIATE, 19.0 MM	91	TON		
14	TP4, TP35	HMA, TYPE B, BASE, 25.0 MM	116	TON		
15	400	ASHPALT FOR TACK COAT	1489	SYS		
16	600	GUARDRAIL, THRIE-BEAM, 6 FT 3 IN. SPACING	25	LFT		
17	600	CURVED TERMINAL END	3	EACH		
18	600	GUARDRAIL END TREATMENT, TYPE I	1	EACH		
19	TP26	GUARDRAIL TRANSITION, TYPE TGS-1	1	EACH		
20	TP24	HAND DIG GUARDRAIL POST HOLES	3	EACH		

NO.	SPEC. SECTION	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
21	TP5	MAILBOX, RESET	2	EACH		
22	TP6	MOBILIZATION AND DEMOBILIZATION FOR SEEDING	1	EACH		
23	TP6	MULCHED SEEDING WITH TOPSOIL	686	SYS		
24	700	FIELD DRILLED HOLE IN CONCRETE	21	EACH		
25	TP26	RAILING, STEEL TYPE TS-1	100	LFT		
26	TP27-TP31	STRUCTURAL MEMBER, CONCRETE, BOX BEAM, 21 IN. X 36 IN.	43	LFT		
27	TP27-TP31	STRUCTURAL MEMBER, CONCRETE, BOX BEAM, 21 IN. X 48 IN.	258	LFT		
28	TP32	PATCHING CONCRETE STRUCTURES, UNDISTRIBUTED	50	SFT		
29	TP33	WATERPROOFING MEMBRANE, TYPE 3	1254	SFT		
30	700	GEOTEXTILE FOR UNDERDRAINS, TYPE 2A	56	SYS		
31	700	BEARING ASSEMBLY, ELASTOMERIC	28	EACH		
32	700	EPOXY INJECTION, CRACK PREPARATION	20	LFT		
33	700	EPOXY INJECTION, EPOXY MATERIAL	1	GAL		
34	700	EPOXY INJECTION, FURNISHING EQUIPMENT	1	LS		
35	800	ROAD CLOSURE SIGN ASSEMBLY	4	EACH		
36	800	DETOUR ROUTE MARKER ASSEMBLY	20	EACH		
37	800	CONSTRUCTION SIGN, TYPE A	16	EACH		
38	TP17, TP34	MAINTAINING TRAFFIC	1	LS		
39	800	BARRICADE, TYPE III-A	48	LFT		
40	800	BARRICADE, TYPE III-B	48	LFT		
41	800	SIGN, SHEET, REMOVE	2	EACH		
42	800	SIGN POST, SQUARE, TYPE 1, REINFORCED ANCHOR BASE	7	LFT		
43	800	SIGN, SHEET, WITH LEGEND, 0.100 IN. THICKNESS	3	SFT		
44	TP25	SAW CUT EXPANSION JOINT	55	LFT		

NO.	SPEC. SECTION	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
TOTAL BID:						

Appendix A

Existing Plans

For

BRIDGE 253 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

Appendix B

Utility Work Plans

For

BRIDGE 253 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

WORK PLAN RESPONSE

Date	12/9/2025
Utility Name:	NIPSCO
Facility Type:	ELECTRIC

Section 1: General Information

A. Project Information

1. Route Number:	Elkhart Bridge 253
2. Location:	County Road 1 Over Baugo Creek, Elkhart Co., IN
3. Work Type:	Bridge Rehabilitation
4. Letting Date:	03/09/2026
5. Date Work Plan Needed:	08/29/2025
6. Utility Out of Conflict Target Date:	04/02/2026

B. Utility Designated Contact – Information

1. Designated Contact Name:	Asa Gordon
2. Office telephone:	N/A
3. Mobile telephone:	574-374-2474
4. Email address:	agordon@nisource.com
5. Agency name	NIPSCO
6. Address:	300 E Kercher Rd
7. City, State, Zip Code:	Goshen, IN
8. Construction Emergency Contact:	
Name:	Anthony Beruben
Number:	574-535-3042

C. By signing here, the Utility has determined to the best of their ability that they **Do Not Have Facilities** within the project area:

Signature of Utility Representative

Print Name

Date

Note: A signature by the utility representative at item “(C)” fulfills the requirement to complete the rest of this form and affirms their contact information above is correct

D. Utility Coordinator Contact Information

1.	Utility Coordinator Name:	Johnny Legocki
2.	Office Telephone:	(317) 315-3285 Ext. 1165
3.	Mobile Telephone:	(765) 891-4750
4.	Email Address:	JLegocki@usiconsultants.com
5.	Agency Name:	USI Consultants
6.	Address:	8415 E. 56th Street
7.	City, State, Zip Code	Indianapolis, IN 46216

Section 2: A narrative description of existing facilities within the project limits and **Any Facility Relocation** that will be required. [IAC 13-3-3(c)]

- A. Describe what types of existing active and inactive facilities are present.
 - **There is an overhead 3 phase distribution line and 1 pole in the construction limits.**
- B. Describe the location of existing active and inactive facilities.
 - **The overhead lines follow the existing ROW along the E side of the bridge. The pole is located 5 feet from the existing guard rail on the NE side of the creek.**
- C. Describe what will be done with existing active and inactive facilities.
 - **The overhead lines will be deenergized for 2 week or less while the bridge beams are being installed.**
 - **Contractor to notify NIPSCO Electric 2 months in advance prior to de-energization**
- D. Describe the details of the proposed new facilities.
 - **No new facilities will be installed.**
 - **Temporary arms to be installed to increase the horizontal clearance**
- E. Describe the proposed location of the new facilities.
- F. By signing here, the Utility has determined to the best of their ability that they have facilities within the project area and the **Facilities are Not in Conflict** with the project based upon the plans received on <06/30/2025>

Signature of Utility Representative

Print Name

Date

Note: A signature by the utility representative at item “(F)” fulfills the requirement to complete the rest of this form and affirms their contact information above is correct.

Section 3: A statement whether the facility relocation is or is not dependent on the acquisition of additional property interests with a description of that work. [IAC 13-3-3(c) (2) (B)]

- **Facility relocation is not dependent on the acquisition of additional property.**

Section 4: A statement whether the utility is or is not willing to allow the LPA contractor to do the required work as part of the highway contract. [IAC 13-3-3(c) (3)]

- **NIPSCO is not willing to allow the INDOT contractor to do the required work.**

Section 5: From the date the work plan is approved by both parties; please provide the Utility’s pre-construction scheduling information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

A.	The expected lead time in calendar days to obtain required permits:	60
B.	The expected lead time in calendar days to obtain materials:	5
C.	The expected lead time in calendar days to schedule work crews:	60
D.	If the contractor is being selected by competitive bid what is the date of selection?	N/A
E.	The expected lead time in calendar days to obtain new property interests:	N/A
F.	The earliest date when the utility could begin to implement the pre-construction activities of the work plan:	12/9/2025
G.	The total number of calendar days for pre-construction activities: (Accounting for concurrent activities)	60

Section 6: The Utility Construction Scheduling Information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

- A. A statement whether the facility relocation is or is not dependent on work to be done by another utility with a description of that work. [IAC 13-3-3(c)(2)(A)(i)]
 - a. **Facility relocation is not dependent on work to be done by another utility.**

- B. A statement about whether the facility relocation is or is not dependent on work to be done by the department or the department’s contractor with a description of that work. [IAC 13-3- 3(c)(2)(A)(ii)].
 - a. **Facility relocation is not dependent on work to be done by the department.**

- C. How many calendar days after the events identified in Sec 6 A and B are completed can the utility begin construction: **N/A**

- D. The number of calendar days to complete the relocation work: **N/A**

Section 7: A drawing of sufficient detail with station, offset, elevations, and scale to show the proposed location of the facility relocation, which takes precedence over the narrative description of the work, needs to be on Construction Drawings. [IAC 13-3-3(c) (6)]. **No facilities will be relocated.**

Section 8: For each work plan the utility shall include a cost estimate for the facility relocation. For reimbursable work the estimate will identify betterment and salvage which is not reimbursable. [IAC 13-3-3(d)]
N/A

Section 9: For work the utility is entitled to be compensated by the Department, the work plan shall include documentation of property interests and compensable land rights. [IAC 13-3-3(d)]
N/A

Section 10: The implementation of this approved work plan is dependent upon the issuance of: **(A notice to proceed will be provided when items in Section 6 are accomplished)**

Items Completed	Yes	Not Applicable
An executed reimbursement agreement with LPA:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
A relocation permit from LPA:	<input type="checkbox"/>	<input checked="" type="checkbox"/>

(Note: Double-click on box in Yes or NA to mark it with an "X")



Signature of Utility Representative

12/9/2025

Date

Asa Gordon

Utility Representative Name Printed

The following sections are to be used by Internal personnel to review the utility relocation work plan.

Section 11: The Department shall review the work plan to ensure that it is: [IAC 13-3-3(e)]
(This section is to be used by the assigned Utility Coordinator)

Description	Yes	N/A	Utility Coordinator Initials
(1.a) is compatible with department permit requirements	<input checked="" type="checkbox"/>	<input type="checkbox"/>	IRL
(1.b) is compatible with the project plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	IRL
(1.c) is compatible with the construction schedule	<input checked="" type="checkbox"/>	<input type="checkbox"/>	IRL
(1.d) is compatible with other utility relocation work plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	IRL
(2.a) has a reasonable relocation scheme	<input checked="" type="checkbox"/>	<input type="checkbox"/>	IRL
(2.b) has a reasonable cost for compensable work	<input type="checkbox"/>	<input checked="" type="checkbox"/>	IRL

(Note: Double-click on box under Yes or N/A to mark it with an “X”)

Section 12: Approved Work Plan. [IAC 13-3-3(f)]

Johnny Legocki
Project Utility Coordinator Signature

1/28/2026
Date

Johnny Legocki
Project Utility Coordinator Name Printed

Justin Bowers
Project – ERC Signature

1/28/2026
Date

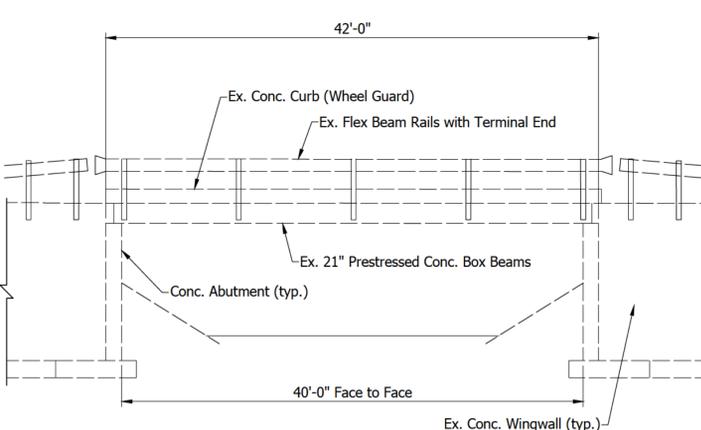
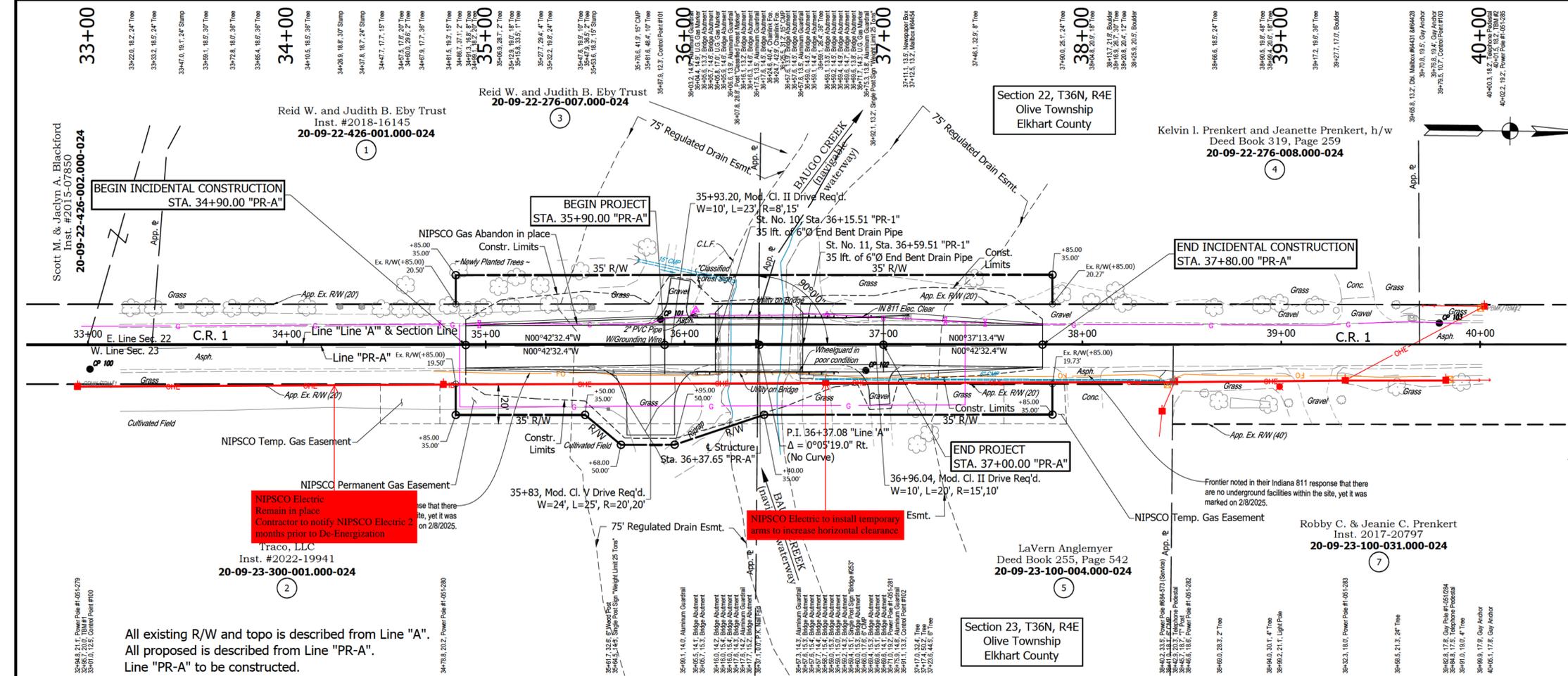
Justin Bowers
Project – ERC Name Printed

UTILITIES

FRONTIER
Elkhart, IN
Contact: Phil Nash
CELL: (574) 875-3786
Email: phil.nash@ftr.com

NIPSCO GAS
801 E. 86th Ave.
Merrillville, IN 46410
Contact: Dean Garrett
PHONE: (219) 647-6260
CELL: (219) 713-6929
Email: utilitycoordination@nsource.com

NIPSCO ELECTRIC
801 E. 86th Ave.
Merrillville, IN 46410
Contact: Dean Garrett
PHONE: (219) 647-6260
CELL: (219) 713-6929
Email: utilitycoordination@nsource.com



EXISTING STRUCTURE
One Span Prestressed Concrete Box Beam Bridge
(Superstructure to be Removed)
Not to Scale

BENCHMARK INFO

TBM#1 - Bench tie with yellow tag in west face NIPSCO power pole (1-051/279), located on east side CR 1, approximately 320'± south of the bridge over Baugo Creek.
Elev = 801.47
Sta 32+95.7 Line 'A', 20' Rt.

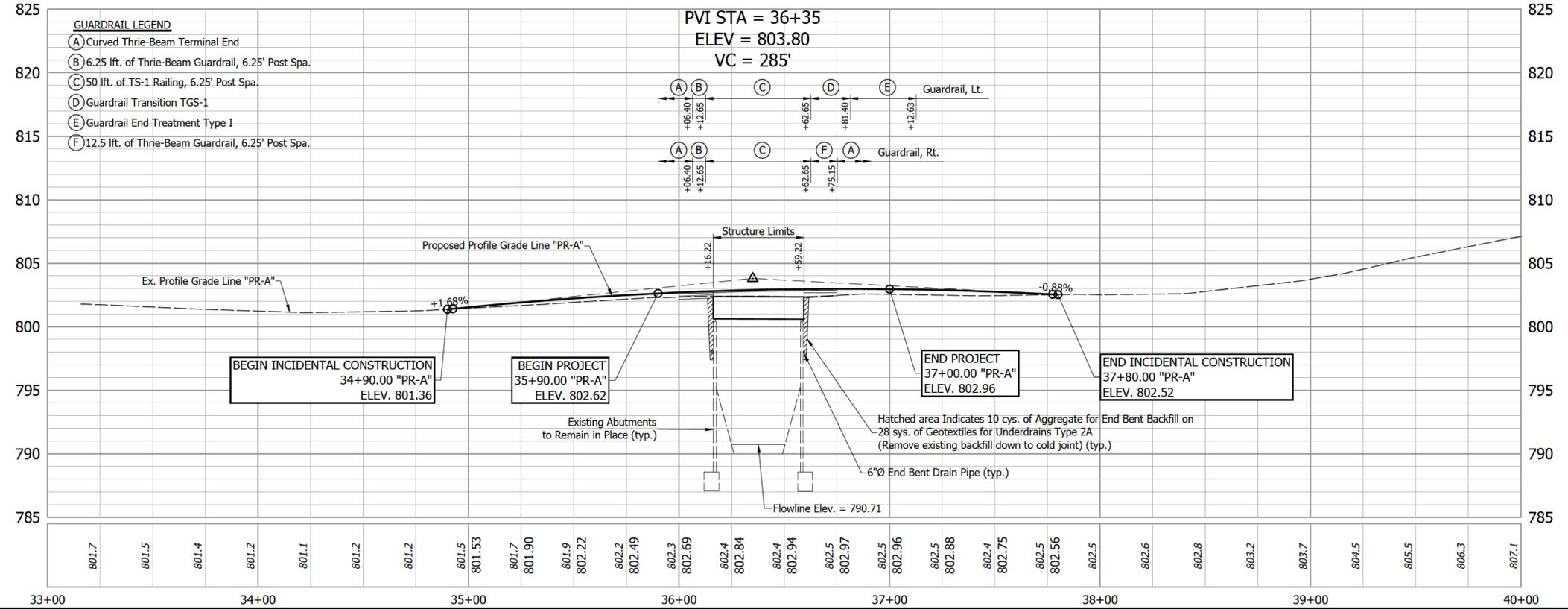
TBM#2 - Bench tie with yellow tag in east face NIPSCO power pole (1-051/285), located on west side CR 1, approximately 340'± north of the bridge over Baugo Creek.
Elev = 808.40
Sta 40+01.5 Line 'A', 18' Lt.

EARTHWORK SUMMARY

Common Excavation = 46 Cys
Fill + 20% = 147 Cys
Borrow = 101 Cys

ADJACENT NON-COMPOSITE PRESTRESSED CONCRETE BOX BEAM BRIDGE

ONE SPAN @ 41'-6", SQUARE
26'-9 3/4" CLEAR ROADWAY WIDTH
C.R. 1 OVER BAUGO CREEK
ELKHART COUNTY, INDIANA



COLOR CODE FOR UTILITY LOCATIONS	
█ ELECTRIC	█ SEWER (SANITARY)
█ GAS-OIL-STEAM	█ SEWER (STORM)
█ TELEPHONE-CATV	█ SEWER (COMBINATION)
█ WATER	█ PROPOSED CONSTRUCTION

NOT FOR CONSTRUCTION

DESIGNED: BDC	DRAWN: BDC
CHECKED: KAT	CHECKED: KAT

ELKHART COUNTY, INDIANA BRIDGE NO. 253	
LAYOUT	

HORIZONTAL SCALE 1" = 30'	BRIDGE FILE 20-00253
VERTICAL SCALE 1" = 5'	DESIGNATION
SURVEY BOOK	SHEETS
CONTRACT	5 of 16
	PROJECT 2024-4202

WORK PLAN RESPONSE

Date	9-8-25
Utility Name:	Frontier
Facility Type:	Communications

Section 1: General Information

A. Project Information

1. Route Number:	Elkhart Bridge 253
2. Location:	County Road 1 Over Baugo Creek, Elkhart Co., IN
3. Work Type:	Bridge Rehabilitation
4. Letting Date:	03/09/2026
5. Date Work Plan Needed:	08/29/2025
6. Utility Out of Conflict Target Date:	09/01/2026

B. Utility Designated Contact – Information

1. Designated Contact Name:	Henry Cooks III
2. Office telephone:	-
3. Mobile telephone:	-
4. Email address:	Henry.Cooks@ftr.com
5. Agency name	Frontier
6. Address:	112 W. Broad St.
7. City, State, Zip Code:	Angola, IN 46703
8. Construction Emergency Contact:	
Name:	Todd Payne
Number:	260-639-3183

C. By signing here, the Utility has determined to the best of their ability that they **Do Not Have Facilities** within the project area:

N/A

D. Utility Coordinator Contact Information

1. Utility Coordinator Name:	Johnny Legocki
2. Office Telephone:	(317) 315-3285 Ext. 1165
3. Mobile Telephone:	(765) 891-4750
4. Email Address:	JLegocki@usiconsultants.com
5. Agency Name:	USI Consultants
6. Address:	8415 E. 56th Street
7. City, State, Zip Code	Indianapolis, IN 46216

Section 2: A narrative description of existing facilities within the project limits and **Any Facility Relocation** that will be required. [IAC 13-3-3(c)]

A. Describe what types of existing active and inactive facilities are present.

- **ACTIVE BURIED SIZE 100 COPPER**

B. Describe the location of existing active and inactive facilities.

- **ACTIVE BURIED SIZE 100 COPPER RUNS ALONG EAST SIDE OF CR 1 ENTIRE PROJECT LIMITS. WHEN RUNNING ALONGSIDE BRIDGE, THIS CABLE IS PLACED INSIDE THE CONDUIT ATTACHED TO BRIDGE**

C. Describe what will be done with existing active and inactive facilities.

- **FRONTIER IS TO REMOVE ACTIVE BURIED SIZE 100 COPPER FROM THE CONDUIT ATTACHED TO THE BRIDGE. THE REMAINDER OF ACTIVE SIZE 100 COPPER BETWEEN 34 + 85 AND 38 + 43 IN PROJECT LIMITS IS TO BE RETIRED IN PLACE.**
- **A NEW FRONTIER PEDESTAL IS TO BE PLACED AT 34 + 85 NEXT TO EXISTING NIPSCO POLE. FROM HERE, NEW AERIAL COPPER(CONSOLIDATED FROM SIZE 100) IS TO RUN ALONG EXISTING NIPSCO POLE LINE TO EXISTING FRONTIER PED AT 38 + 43.**

D. Describe the details of the proposed new facilities.

- **A NEW FRONTIER PEDESTAL IS TO BE PLACED AT 34 + 85 NEXT TO EXISTING NIPSCO POLE. FROM HERE, NEW AERIAL COPPER (CONSOLIDATED FROM SIZE 100) WITH ITS OWN GUY WIRE IS TO RUN ALONG EXISTING NIPSCO POLE LINE TO EXISTING FRONTIER PED AT 38 + 43.**

E. Describe the proposed location of the new facilities.

- **SEE SECTION 2D.**

F. By signing here, the Utility has determined to the best of their ability that they have facilities within the project area and the **Facilities are Not in Conflict** with the project based upon the plans received on <06/30/2025>

- **N/A**

Section 3: A statement whether the facility relocation is or is not dependent on the acquisition of additional property interests with a description of that work. [IAC 13-3-3(c) (2) (B)]

- N/A

Section 4: A statement whether the utility is or is not willing to allow the LPA contractor to do the required work as part of the highway contract. [IAC 13-3-3(c) (3)]

- **FRONTIER TO COMPLETE ALL WORK RELATED TO RELOCATION OF TELECOM CABLES**

Section 5: From the date the work plan is approved by both parties; please provide the Utility’s pre-construction scheduling information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

A.	The expected lead time in calendar days to obtain required permits:	N/A
B.	The expected lead time in calendar days to obtain materials:	30 DAYS
C.	The expected lead time in calendar days to schedule work crews:	30 DAYS
D.	If the contractor is being selected by competitive bid what is the date of selection?	30 DAYS AFTER NTP
E.	The expected lead time in calendar days to obtain new property interests:	N/A
F.	The earliest date when the utility could begin to implement the pre-construction activities of the work plan:	60 DAYS AFTER NTP
G.	The total number of calendar days for pre-construction activities: (Accounting for concurrent activities)	90 DAYS AFTER NTP

Section 6: The Utility Construction Scheduling Information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

A. A statement whether the facility relocation is or is not dependent on work to be done by another utility with a description of that work. [IAC 13-3-3(c)(2)(A)(i)]

- **FRONTIER WILL NEED TO ATTACH TO NIPSCO ENERGY POLES UPON PLACEMENT OF THEIR NEW POLES.**

B. A statement about whether the facility relocation is or is not dependent on work to be done by the department or the department’s contractor with a description of that work. [IAC 13-3- 3(c)(2)(A)(ii)].

- **EXISTING AND NEW RIGHT OF WAY MUST BE STAKED AND CLEARED OF ANY OBSTRUCTIONS THAT WOULD PREVENT FRONTIER FROM COMPLETING WORK PLAN RELOCATION. ALL NEW RIGHT OF WAY MUST BE ACQUIRED.**

C. How many calendar days after the events identified in Sec 6 A and B are completed can the utility begin construction: **30 Days**

D. The number of calendar days to complete the relocation work: **90 DAYS**

Section 7: A drawing of sufficient detail with station, offset, elevations, and scale to show the proposed location of the facility relocation, which takes precedence over the narrative description of the work, needs to be on Construction Drawings. [IAC 13-3-3(c) (6)]. **Plans must be attached to this Work Plan Document.**

- **SEE ATTACHED PDF**

Section 8: For each work plan the utility shall include a cost estimate for the facility relocation. For reimbursable work the estimate will identify betterment and salvage which is not reimbursable. [IAC 13-3-3(d)]

- **COSTS TBD, COSTS ARE NOT REMIMBURSABLE**

Section 9: For work the utility is entitled to be compensated by the Department, the work plan shall include documentation of property interests and compensable land rights. [IAC 13-3-3(d)]

- **N/A**

Section 10: The implementation of this approved work plan is dependent upon the issuance of: **(A notice to proceed will be provided when items in Section 6 are accomplished)**

Items Completed	Yes	Not Applicable
An executed reimbursement agreement with LPA:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
A relocation permit from LPA:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

(Note: Double-click on box in Yes or NA to mark it with an “X”)

Henry Cooks J.J.I

September 8, 2025

Signature of Utility Representative

Date

Henry Cooks III

Utility Representative Name Printed

The following sections are to be used by Internal personnel to review the utility relocation work plan.

Section 11: The Department shall review the work plan to ensure that it is: [IAC 13-3-3(e)]
(This section is to be used by the assigned Utility Coordinator)

Description	Yes	N/A	Utility Coordinator Initials
(1.a) is compatible with department permit requirements	<input checked="" type="checkbox"/>	<input type="checkbox"/>	IRL
(1.b) is compatible with the project plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	IRL
(1.c) is compatible with the construction schedule	<input checked="" type="checkbox"/>	<input type="checkbox"/>	IRL
(1.d) is compatible with other utility relocation work plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	IRL
(2.a) has a reasonable relocation scheme	<input checked="" type="checkbox"/>	<input type="checkbox"/>	IRL
(2.b) has a reasonable cost for compensable work	<input type="checkbox"/>	<input checked="" type="checkbox"/>	IRL

(Note: Double-click on box under Yes or N/A to mark it with an “X”)

Section 12: Approved Work Plan. [IAC 13-3-3(f)]

Johnny Legocki
Project Utility Coordinator Signature

1/28/2026
Date

Johnny Legocki
Project Utility Coordinator Name Printed

Justin Bowers
Project – ERC Signature

1/28/2026
Date

Justin Bowers
Project – ERC Name Printed

STRUCTURE INFORMATION				
STRUCTURE	TYPE	SPAN AND SKEW	OVER	STATION
20-00253	Adjacent Prestressed Concrete Box Beam Bridge	1 Spans: 41'-6" Skew: 0° Square	Baugo Creek	36+37.65 Line "PR-A"

INDEX	
SHEET	DESCRIPTION
1	TITLE SHEET & INDEX
2	TYPICAL CROSS SECTION AND MISCELLANEOUS DETAILS
3	DETOUR ROUTE
4	GEOMETRIC TIE-UP
5	LAYOUT
6 - 7	GENERAL PLAN
8	BOX BEAM RAILING POST CONNECTION DETAILS
9	ROAD AND BRIDGE SUMMARY
10 - 16	CROSS SECTIONS LINE "PR-A"

TRAFFIC DATA		
A.A.D.T. (2026)		361 V.P.D.
A.A.D.T. (2046)		440 V.P.D.
D.H.V. (2046)		44 V.P.H.
DIRECTIONAL DISTRIBUTION		50.00 %
TRUCKS		3.87 % A.A.D.T. 10.00 % D.H.V.

DESIGN DATA		
DESIGN SPEED		55 MPH
PROJECT DESIGN CRITERIA		3R (NON-FREEWAY)
FUNCTIONAL CLASSIFICATION		LOCAL ROAD
RURAL/URBAN		RURAL
TERRAIN		LEVEL
ACCESS CONTROL		NONE

"DON'T DIG BLIND"



**1-800-382-5544
CALL BEFORE YOU DIG**

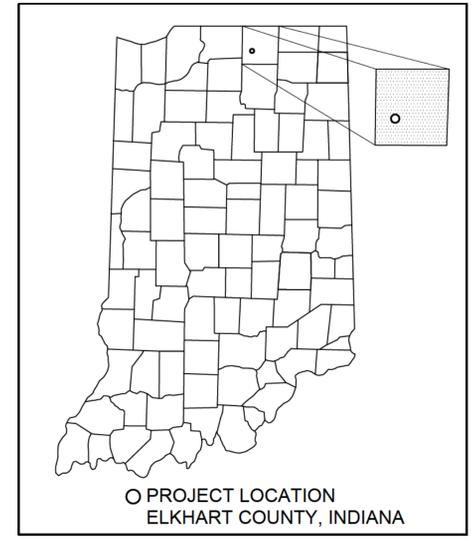
CAUTION !!

THE LOCATIONS OF ALL EXISTING UNDERGROUND UTILITIES SHOWN ON THIS PLAN ARE BASED UPON ABOVE GROUND EVIDENCE (including, but not limited to, manholes, inlets, valves, and marks made upon the ground by others) AND ARE SPECULATIVE IN NATURE. THERE MAY ALSO BE OTHER EXISTING UNDERGROUND UTILITIES FOR WHICH THERE IS NO ABOVE GROUND EVIDENCE OR FOR WHICH NO ABOVE GROUND EVIDENCE WAS OBSERVED. THE EXACT LOCATIONS OF SAID EXISTING UNDERGROUND UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO ANY AND ALL CONSTRUCTION.

INDIANA DEPARTMENT OF TRANSPORTATION
STANDARD SPECIFICATIONS DATED 2024
TO BE USED WITH THESE PLANS.

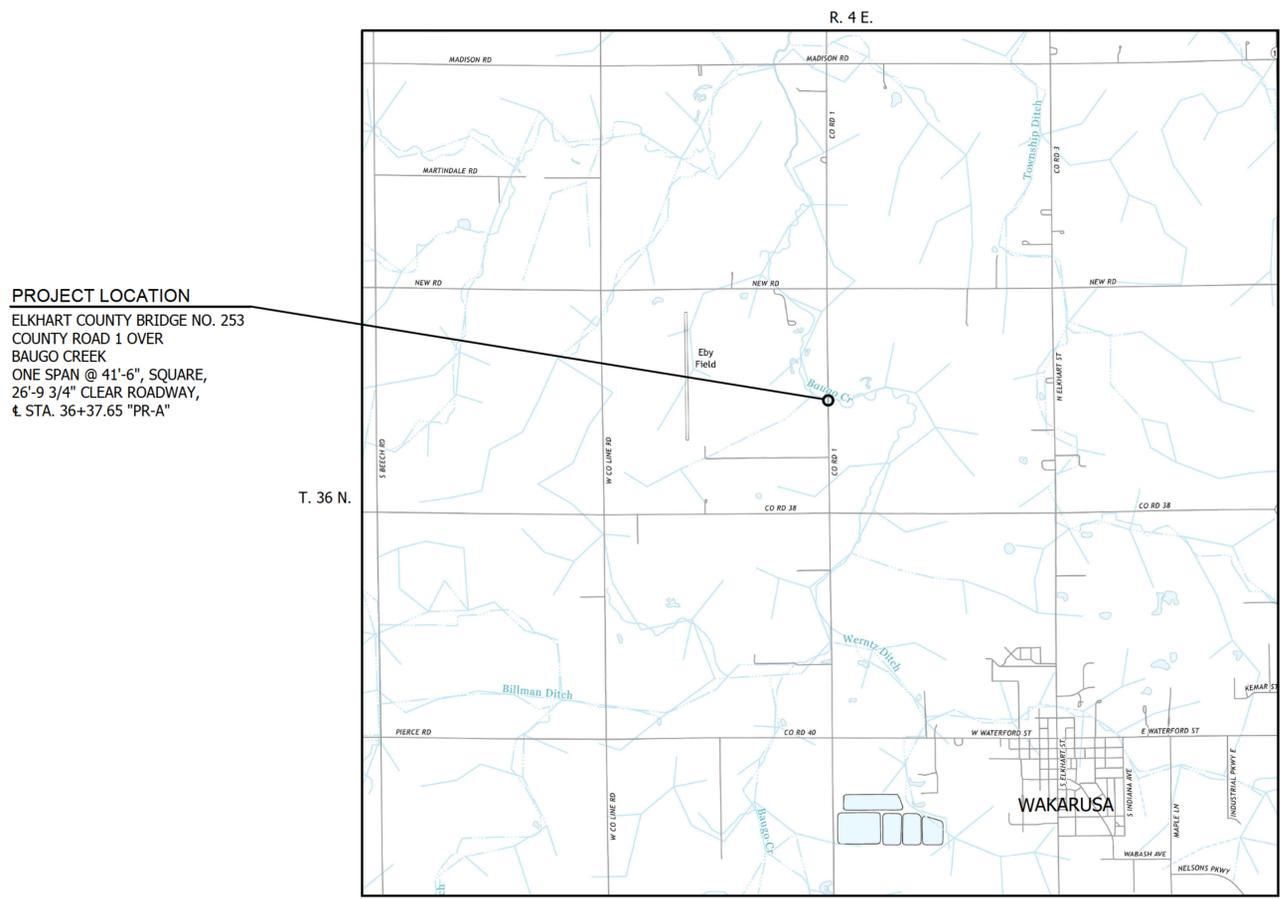
ELKHART COUNTY, INDIANA

REHABILITATION PLANS FOR BRIDGE NO. 253 C.R. 1 OVER BAUGO CREEK



LATITUDE: 41° 33' 27.8" N	LONGITUDE: 86° 2' 26.8" W
BRIDGE LENGTH: 43.000 FEET	ROADWAY LENGTH: 247.000 FEET
TOTAL LENGTH: 290.000 FEET	MAX. GRADE: 1.68 %
HUC: 040500012102	

REHABILITATION PLANS FOR ELKHART COUNTY BRIDGE 253
C.R. 1 OVER BAUGO CREEK, SECTIONS 22 & 23, T. 36 N., R. 4 E.,
OLIVE TOWNSHIP, ELKHART COUNTY, INDIANA



PROJECT LOCATION
ELKHART COUNTY BRIDGE NO. 253
COUNTY ROAD 1 OVER
BAUGO CREEK
ONE SPAN @ 41'-6", SQUARE,
26'-9 3/4" CLEAR ROADWAY,
± STA. 36+37.65 "PR-A"

LOCATION MAP

APPROVED BY
ELKHART COUNTY BOARD OF COMMISSIONERS

BRAD ROGERS, PRESIDENT _____
SUZANNE WEIRICK, VICE PRESIDENT _____
BOB BARNES, MEMBER _____

ATTEST _____ DATE _____
PATRICIA A. PICKENS, COUNTY AUDITOR _____

RECOMMENDED FOR APPROVAL _____ DATE _____
TIM JACKSON, INTERIM COUNTY HIGHWAY ENGINEER _____

Plans Prepared By:
 8415 E. 56th Street
Indianapolis, Indiana 46216
Phone: (317) 544-4996
Fax: (317) 544-4997

KEVIN A. THOMAS, P.E. _____
DATE _____

**NOT FOR
CONSTRUCTION**

S:\2024\19\2024-4202 Elkhart Co Br 253 Drawings\Bridges\Bridge Plans\2024-4202 Title Sheet.dwg, 6/24/2025 8:04:27 AM

WORK PLAN RESPONSE

Date	7/7/25
Utility Name:	NIPSCO
Facility Type:	Natural gas

Section 1: General Information

A. Project Information

1. Route Number:	Elkhart Bridge 253
2. Location:	County Road 1 Over Baugo Creek, Elkhart Co., IN
3. Work Type:	Bridge Rehabilitation
4. Letting Date:	03/09/2026
5. Date Work Plan Needed:	08/29/2025
6. Utility Out of Conflict Target Date:	07/07/2025

B. Utility Designated Contact – Information

1. Designated Contact Name:	Bradley Cooper
2. Office telephone:	260-336-8856
3. Mobile telephone:	N/A
4. Email address:	BCooper@NiSource.com
5. Agency name	NIPSCO
6. Address:	1039 Pennsylvania Ave
7. City, State, Zip Code:	South Bend, IN 46601
8. Construction Emergency Contact:	
Name:	24/7 Call center
Number:	1-800-634-3524

C. By signing here, the Utility has determined to the best of their ability that they **Do Not Have Facilities** within the project area:

Signature of Utility Representative

Print Name

Date

Note: A signature by the utility representative at item “(C)” fulfills the requirement to complete the rest of this form and affirms their contact information above is correct

D. Utility Coordinator Contact Information

1.	Utility Coordinator Name:	Johnny Legocki
2.	Office Telephone:	(317) 315-3285 Ext. 1165
3.	Mobile Telephone:	(765) 891-4750
4.	Email Address:	JLegocki@usiconsultants.com
5.	Agency Name:	USI Consultants
6.	Address:	8415 E. 56th Street
7.	City, State, Zip Code	Indianapolis, IN 46216

Section 2: A narrative description of existing facilities within the project limits and **Any Facility Relocation** that will be required. [IAC 13-3-3(c)]

- A. Describe what types of existing active and inactive facilities are present.
 - **Existing 2” and 4” plastic gas main operating at 50 PSIG. Abandoned 2” plastic and 4” steel gas main.**

- B. Describe the location of existing active and inactive facilities.
 - **The existing 2” plastic extends from the south on the west side of the road. Near sta. 34+75 (Per County plans), this changes to 4” plastic and switches to the east side of the road extending outside of existing right of way and into a NIPSCO easement. Once on east side, this 4” plastic continues north until about sta. 37+50 (Per County plans) where it crosses back to the west side of CR 1, changes back to 2” plastic, and continues north.**
 - **There is retired 2” plastic and 4” steel on the west side of the road. The 4” steel is connected to the bridge deck and has been cut/separated on both ends of the bridge to show abandoned.**

- C. Describe what will be done with existing active and inactive facilities.
 - **The gas facilities will remain in place as there appears to be no conflicts. The active gas facilities on the east side of CR 1 are installed within NIPSCO obtained easements.**
 - **The retired gas mains will be left in place.**

- D. Describe the details of the proposed new facilities.
 - **No new facilities are planned**

- E. Describe the proposed location of the new facilities.
 - **No new facilities are planned**

- F. By signing here, the Utility has determined to the best of their ability that they have facilities within the project area and the **Facilities are Not in Conflict** with the project based upon the plans received on <06/30/2025>

Bradley Cooper

Bradley Cooper

7/7/25

Signature of Utility Representative

Print Name

Date

Note: A signature by the utility representative at item “(F)” fulfills the requirement to complete the rest of this form and affirms their contact information above is correct.

The following sections are to be used by Internal personnel to review the utility relocation work plan.

Section 11: The Department shall review the work plan to ensure that it is: [IAC 13-3-3(e)]
 (This section is to be used by the assigned Utility Coordinator)

Description	Yes	N/A	Utility Coordinator Initials
(1.a) is compatible with department permit requirements	<input checked="" type="checkbox"/>	<input type="checkbox"/>	IRL
(1.b) is compatible with the project plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	IRL
(1.c) is compatible with the construction schedule	<input type="checkbox"/>	<input checked="" type="checkbox"/>	IRL
(1.d) is compatible with other utility relocation work plans	<input type="checkbox"/>	<input checked="" type="checkbox"/>	IRL
(2.a) has a reasonable relocation scheme	<input type="checkbox"/>	<input checked="" type="checkbox"/>	IRL
(2.b) has a reasonable cost for compensable work	<input type="checkbox"/>	<input checked="" type="checkbox"/>	IRL

(Note: Double-click on box under Yes or N/A to mark it with an "X")

Section 12: Approved Work Plan. [IAC 13-3-3(f)]

Johnny Legocki
 Project Utility Coordinator Signature

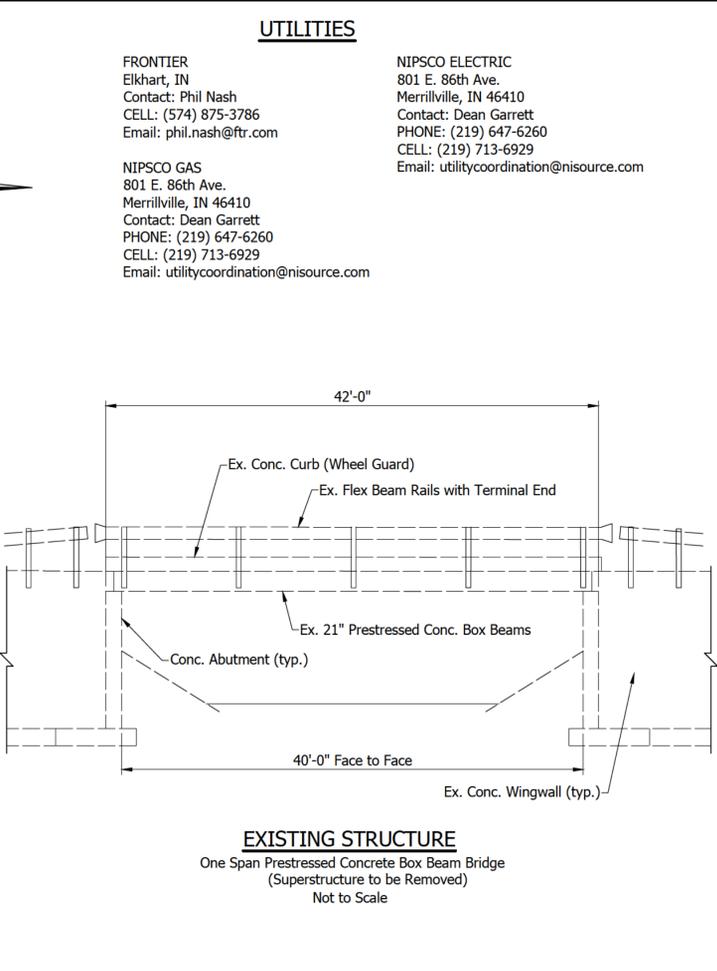
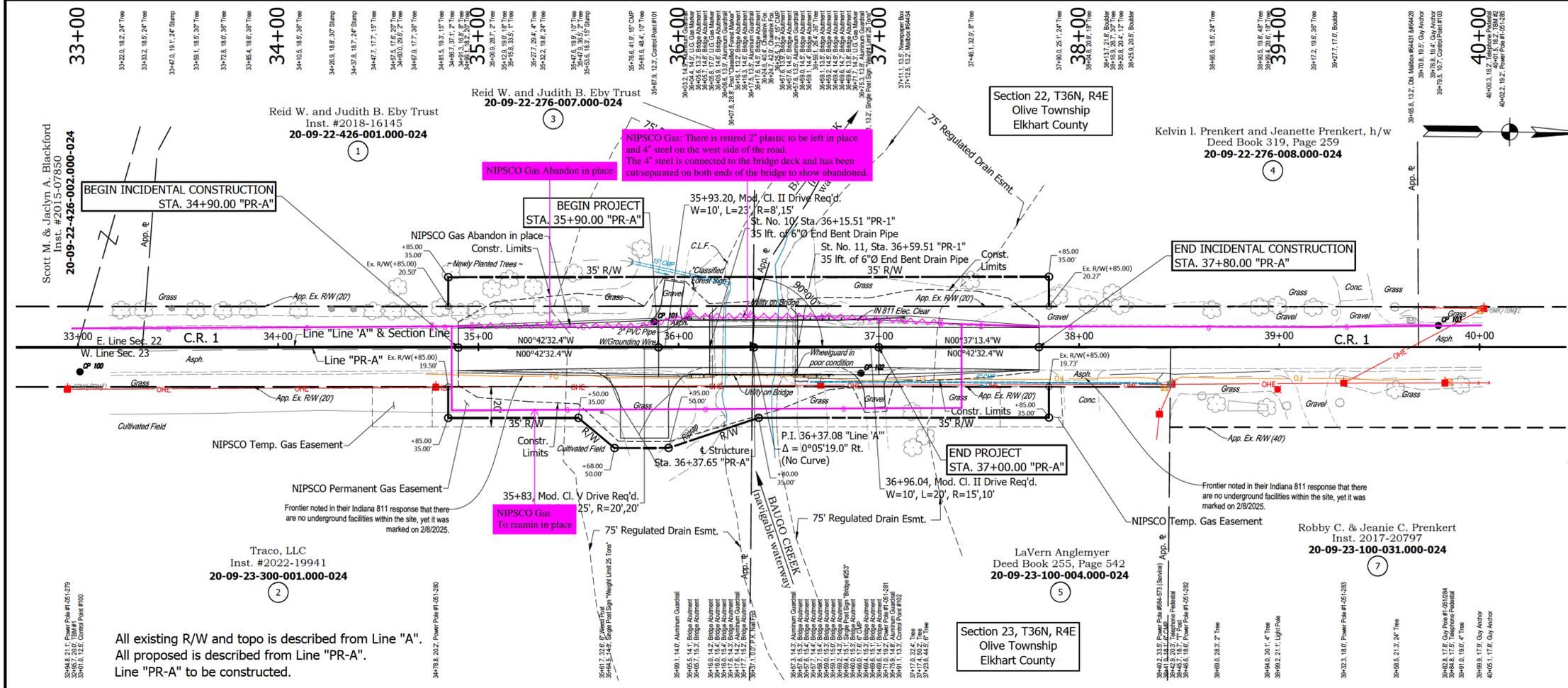
1/28/2026
 Date

Johnny Legocki
 Project Utility Coordinator Name Printed

Justin Bowers
 Project – ERC Signature

1/28/2026
 Date

Justin Bowers
 Project – ERC Name Printed



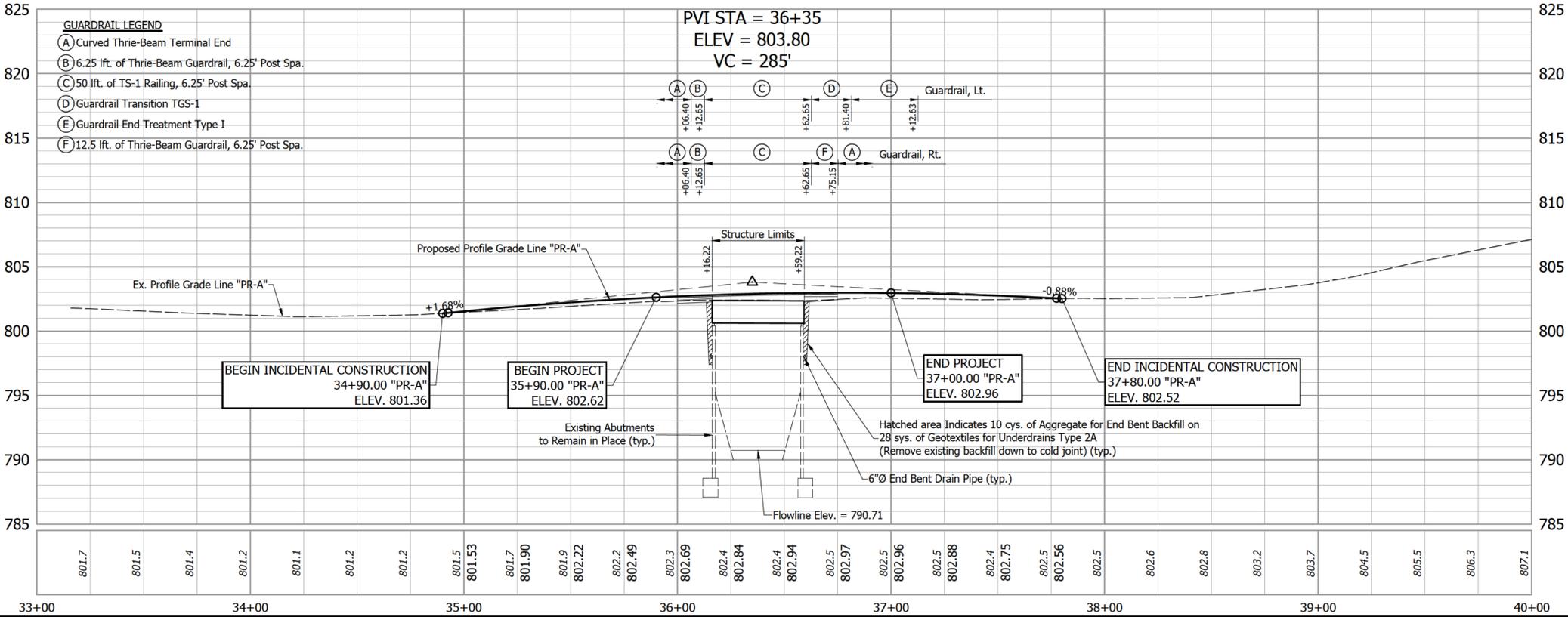
UTILITIES

FRONTIER
Elkhart, IN
Contact: Phil Nash
CELL: (574) 875-3786
Email: phil.nash@ftr.com

NIPSCO GAS
801 E. 86th Ave.
Merrillville, IN 46410
Contact: Dean Garrett
PHONE: (219) 647-6260
CELL: (219) 713-6929
Email: utilitycoordination@nsource.com

NIPSCO ELECTRIC
801 E. 86th Ave.
Merrillville, IN 46410
Contact: Dean Garrett
PHONE: (219) 647-6260
CELL: (219) 713-6929
Email: utilitycoordination@nsource.com

All existing R/W and topo is described from Line "A".
All proposed is described from Line "PR-A".
Line "PR-A" to be constructed.



BENCHMARK INFO

TBM#1 - Bench tie with yellow tag in west face NIPSCO power pole (1-051/279), located on east side CR 1, approximately 320± south of the bridge over Baugo Creek.
Elev = 801.47
Sta 32+95.7 Line 'A', 20' Rt.

TBM#2 - Bench tie with yellow tag in east face NIPSCO power pole (1-051/285), located on west side CR 1, approximately 340± north of the bridge over Baugo Creek.
Elev = 808.40
Sta 40+01.5 Line 'A', 18' Lt.

EARTHWORK SUMMARY

Common Excavation = 46 Cys
Fill + 20% = 147 Cys
Borrow = 101 Cys

ADJACENT NON-COMPOSITE PRESTRESSED CONCRETE BOX BEAM BRIDGE

ONE SPAN @ 41'-6", SQUARE
26'-9 3/4" CLEAR ROADWAY WIDTH
C.R. 1 OVER BAUGO CREEK
ELKHART COUNTY, INDIANA

COLOR CODE FOR UTILITY LOCATIONS

█ ELECTRIC	█ SEWER (SANITARY)
█ GAS-OIL-STEAM	█ SEWER (STORM)
█ TELEPHONE-CATV	█ SEWER (COMBINATION)
█ WATER	█ PROPOSED CONSTRUCTION

NOT FOR CONSTRUCTION

DESIGNED: BDC	DRAWN: BDC
CHECKED: KAT	CHECKED: KAT

ELKHART COUNTY, INDIANA
BRIDGE NO. 253

LAYOUT

HORIZONTAL SCALE 1" = 30'	BRIDGE FILE 20-00253
VERTICAL SCALE 1" = 5'	DESIGNATION
SURVEY BOOK	SHEETS
CONTRACT	5 of 16
	PROJECT 2024-4202

Appendix C

Waterproofing Membrane

For

BRIDGE 253 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



MasterFormat: 07 13 26

JUNE 2011
(Supersedes June 2008)

OHIO TYPE III WATERPROOFING

DESCRIPTION

OHIO TYPE III WATERPROOFING is a heavy-duty composite membrane used to waterproof bridge decks and other structures. It is composed of a top layer of woven fiberglass fabric, a middle layer of flexible mastic, and a bottom layer of woven polypropylene fabric.

USES

OHIO TYPE III WATERPROOFING can be rolled onto pavement surfaces into a bonding adhesive meeting ASTM D6690 Type II requirements, and then covered with an asphalt overlay.

SPECIFICATIONS

- ODOT (Ohio) Type III Membrane Specification 711.29

PACKAGING

36" wide x 50' long rolls

TECHNICAL DATA

Thickness	0.135" minimum
Weight	0.8 lb./ft. ² minimum
Tensile Strength (ASTM D882 modified)	275 lb./in. minimum (2000 psi)
Elongation (ASTM D882 modified)	100% minimum
Brittleness (ASTM D517)	Pass
Cold flex (ASTM D146, 2")	No cracking
Heat stability (2 hrs @ 190° F)	No dripping or delamination
Softening point, mastic (ASTM D36)	200° F minimum
Peel adhesion	2 lb./in. minimum

APPLICATION

Install per ODOT installation requirements.

LEED INFORMATION

May help contribute to LEED credits:

- EA Credit 1: Optimize Energy Performance
- EQ Credit 3.1: Construction Indoor Air Quality Management Plan: During Construction
- MR Credit 2: Construction Waste Management
- MR Credit 5: Regional Materials

For further LEED information and MSDS, visit www.wrmeadows.com.

CONTINUED ON THE REVERSE SIDE...

W. R. MEADOWS, INC.

P.O. Box 338 • HAMPSHIRE, IL 60140-0338
Phone: 847/214-2100 • Fax: 847/683-4544
1-800-342-5976
www.wrmeadows.com • info@wrmeadows.com

HAMPSHIRE, IL / CARTERSVILLE, GA / YORK, PA
FORT WORTH, TX / BENICIA, CA / POMONA, CA
GOODYEAR, AZ / MILTON, ON / SHERWOOD PARK, AB



LIMITED WARRANTY

W. R. MEADOWS, INC. warrants at the time and place we make shipment, our material will be of good quality and will conform with our published specifications in force on the date of acceptance of the order. Read complete warranty. Copy furnished upon request.

Disclaimer

The information contained herein is included for illustrative purposes only, and to the best of our knowledge, is accurate and reliable. W. R. MEADOWS, INC. cannot however under any circumstances make any guarantee of results or assume any obligation or liability in connection with the use of this information. As W. R. MEADOWS, INC. has no control over the use to which others may put its product, it is recommended that the products be tested to determine if suitable for specific application and/or our information is valid in a particular circumstance. Responsibility remains with the architect or engineer, contractor and owner for the design, application and proper installation of each product. Specifier and user shall determine the suitability of products for specific application and assume all responsibilities in connection therewith.



SAFETY DATA SHEET

SECTION 1: PRODUCT AND COMPANY IDENTIFICATION								
Product:	OHIO TYPE III WATERPROOFING	Part Number:	3605000					
Manufacturer:	W. R. Meadows®, Inc.	Address	300 Industrial Drive Hampshire, Illinois 60140					
Telephone:	(847) 214-2100	In case of emergency, dial (800) 424-9300 (CHEMTREC)						
Revision Date:	8/29/2019							
Product Use:	Waterproofing Membrane							
SECTION 2: HAZARDS IDENTIFICATION/EXPOSURE LIMITS								
HMIS								
 Health 	0	Product is classified as non-hazardous per OSHA 1910.1200. This product is defined by OSHA as an "article." A manufactured item that is formed to a specific shape or design during manufacture that does not release or result in exposure to a hazardous chemical under normal use conditions.						
 Flammability 	1							
 Reactivity 	0							
 Personal Protection 								
SECTION 3: HAZARDS COMPONENTS								
Chemical Name:	CAS Number	% by Weight	SARA 313	Vapor Pressure (mm Hg@20°C)	LEL (@24°C)			
1. Petroleum Asphalt	8052-42-4	60-65	No	N/A	N/A			
<i>N/A = Not Applicable</i>								
Under the reporting requirements of Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1966 (SARA) and 40 CFR Part 372, chemicals listed on the 313 List (40 CFR Part 373.65) are identified under the heading "SARA 313."								
SECTION 4: EMERGENCY AND FIRST AID PROCEDURES								
EYE CONTACT: Not expected to be an exposure route.								
SKIN CONTACT: Wash affected areas with soap and water if available								
INHALATION: Not expected to be an exposure route.								
INGESTION: Not expected to be an exposure source.								
MOST IMPORTANT SYMPTOMS/EFFECTS, ACUTE AND CHRONIC: See Section Eleven for Symptoms/Effects.								
SECTION 5: FIRE AND EXPLOSIVES HAZARDS								
FLASHPOINT: Not applicable; product is a solid.								
EXTINGUISHING MEDIA: Water fog, foam, dry chemical.								
CHEMICAL/COMBUSTION HAZARDS: Oxides and compounds of nitrogen/sulfur.								
PRECAUTIONS/PERSONAL PROTECTIVE EQUIPMENT: Avoid smoke inhalation. Use appropriate respiratory protection.								
SECTION 6: ACCIDENTAL RELEASE MEASURES								
SPILL OR LEAK PROCEDURES: Not applicable. Product is a solid.								
SECTION 7: HANDLING AND STORAGE								
SAFE HANDLING PROCEDURES: Avoid direct contact.								
SAFE STORAGE: Prevent job-site damage.								
SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION								
Chemical Name:	OSHA				ACGIH			
	PEL	PEL/CEILING	PEL/STEL	SKIN	TLV	TLV/CEILING	TLV/STEL	SKIN
1. Petroleum Asphalt	5 mg/m ³ *	N/E	N/E	No	0.5 mg/m ³ *	N/E	N/E	N/E
<i>N/E = Not Established</i>								
<i>*: Asphalt Fumes</i>								
ENGINEERING CONTROLS: None required under normal use conditions.								
PERSONAL PROTECTIVE EQUIPMENT: Safety glasses, chemical-resistant gloves.								
SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES								
BOILING POINT: N/A	VAPOR DENSITY: N/A		% VOLATILE BY VOLUME: N/A					
EVAPORATION RATE: N/A	pH LEVEL: N/A		% VOLATILE BY WEIGHT: N/A					
WEIGHT PER GALLON: N/A	PRODUCT APPEARANCE: Black Solid		VOC CONTENT: N/A					
ODOR: Mild Asphaltic	ODOR THRESHOLD: N/D		MELTING/FREEZING POINT: N/D					
FLASH POINT: See Section 5	FLAMMABILITY: N/D		UEL/LEL: N/D					
VAPOR PRESSURE: N/D	RELATIVE DENSITY: N/D		SOLUBILITY: N/D					
PARTITION COEFFICIENT: N/D	AUTOIGNITION TEMPERATURE: N/D		DECOMPOSITION TEMPERATURE: N/D					
VISCOSITY: N/D	<i>N/D: Not Determined</i>							

SAFETY DATA SHEET

Date of Preparation: 8/29/19	Page 2 of 2	3605000
SECTION 10: STABILITY/REACTIVITY		
STABILITY: Stable. HAZARDOUS POLYMERIZATION: Will not occur.		
CONDITIONS AND MATERIALS TO AVOID: None recognized.		
HAZARDOUS DECOMPOSITION PRODUCTS: None recognized.		
SECTION 11: TOXICOLOGICAL INFORMATION		
EYE CONTACT: Direct contact may cause mild irritation.		
SKIN CONTACT: Direct contact may cause slight skin irritation.		
INHALATION: Not anticipated to be an exposure route.		
INGESTION: Not anticipated to be an exposure route.		
SIGNS AND SYMPTOMS: Symptoms of eye irritation include tearing, reddening, and swelling. Symptoms of skin irritation include redness and swelling. Gastrointestinal irritation symptoms include nausea, vomiting, and abdominal discomfort.		
AGGRAVATED MEDICAL CONDITIONS: None recognized.		
OTHER HEALTH EFFECTS: None recognized.		
SECTION 12: ECOLOGICAL INFORMATION		
ECOTOXICITY: N/E	DEGRADABILITY: N/E	BIOACCUMULATIVE POTENTIAL: N/E
SOIL MOBILITY: N/E	OTHER ADVERSE EFFECTS: None Recognized	
SECTION 13: WASTE DISPOSAL INFORMATION		
WASTE DISPOSAL INFORMATION: Product is classified as a non-hazardous waste.		
SECTION 14: TRANSPORTATION INFORMATION		
UN NUMBER: None	HAZARD CLASS: N/A	PACKING GROUP: N/A
UN PROPER SHIPPING NAME: N/A		
ENVIRONMENTAL HAZARDS: None recognized.		
BULK TRANSPORTATION INFORMATION: None.		
SPECIAL PRECAUTIONS: None.		
SECTION 15: REGULATORY INFORMATION		
OTHER REGULATORY CONSIDERATIONS: None recognized.		
SECTION 16: OTHER INFORMATION		
PREPARATION DATE:	8/29/2019	
PREPARED BY:	Dave Carey	

The information contained herein is based on the data available to us and is believed to be correct. However, we make no warranty, expressed or implied regarding the accuracy of this data or the results to be obtained from the use thereof. We assume no responsibility for injury from the use of this product described herein.

SURFACE PREPARATION

Ensure that the concrete deck is free of all foreign materials, such as curing compounds, dirt, grease, old pavement, previous primers and waterproofing membranes. For deck restoration, remove the existing deck by milling as outlined in the project scope. Ensure there is no sharp points. Immediately prior to the application of the waterproofing membrane system, remove all remaining dust and loose material.

PRIMING

W. R. MEADOWS 3405, hot applied rubber asphalt is used as the primer/membrane in this application. On bridges with curbs, apply W. R. MEADOWS 3405 3" (75 mm) up the curb face. On pre-stressed box beam bridges with no approach slab, apply W. R. MEADOWS 3405 6" (150 mm) over the ends of the beams. On pre-stressed and slab bridges with approach slabs, apply W. R. MEADOWS 3405 2' (600 mm) out onto the approach slab. For top exterior surface precast concrete on three- or four-sided structures, apply W. R. MEADOWS 3405 to overlay the vertical exterior sides by 12" (300 mm). W. R. MEADOWS 3405 should be applied at a rate of 5.5 – 6 lbs. per square yard.

Installation of the OHIO TYPE III WATERPROOFING Membrane

Place the OHIO TYPE III WATERPROOFING Membrane into the hot W. R. MEADOWS 3405 from roadway face of curb to roadway face of curb as allowed by stage construction. Apply the black side down to the waterproofing membrane, the white side must be facing up. Lay OHIO TYPE III WATERPROOFING Membrane parallel to the centerline of bridge. Apply OHIO TYPE III WATERPROOFING Membrane from the low to the high side of the surface to from a roof shingle affect.

Apply W. R. MEADOWS 3405 no further than 5' (1.5 m) in front of the membrane using a squeegee to fill all voids and imperfections this helps to ensure that the W. R. MEADOWS 3405 is still hot & tacky to receive the membrane. Apply an extra bead of W. R. MEADOWS 3405 at the edge of the OHIO TYPE III WATERPROOF-

ING. Following the placement of the protection course, a bead of W. R. MEADOWS 3405 should be applied where the OHIO TYPE III WATERPROOFING contacts the curb to form a watertight seal.

JOINTS

Depending on local Department of Transportation regulations, either butting joints or overlapping joints is an acceptable method of addressing joints. However, please check with the local DOT to find out which method is acceptable in the project's location.

For butting joint installation, the OHIO TYPE III WATERPROOFING should be butted together at longitudinal and transverse joints. Do not overlap. The maximum allowable space between adjoining sections of the OHIO TYPE III WATERPROOFING should not exceed an 1/8". Apply a bead of W. R. MEADOWS SEALTIGHT 3405 to fill the butt joint seams smoothing with a V-squeegee.

For lapping joints, lap the joints in the OHIO TYPE III WATERPROOFING by at least 3" (75 mm). After installing the waterproofing membrane over the entire surface, seal joints by applying W. R. MEADOWS SEALTIGHT 3405 and smoothing with a V-squeegee.

PAVING

Placement of the asphalt concrete overlay should be accomplished as soon as possible after application. A minimum 2" (50 mm) compacted overlay thickness is required. The temperature of the asphalt concrete at the time of compaction should be a minimum of 290° F, not to exceed 340° F. Paving equipment should be rubber track variety. Protect the membrane surface from unnecessary traffic during the installation of the asphalt roadway.

PRECAUTIONS

Membrane application should not be done during inclement weather, or when deck and ambient air temperatures are below 40° F (4.4°C). Deck surface must be dry at time of application. Refer to Material Safety Data Sheet for complete health and safety information.



Appendix D

TS-1 Guardrail

For

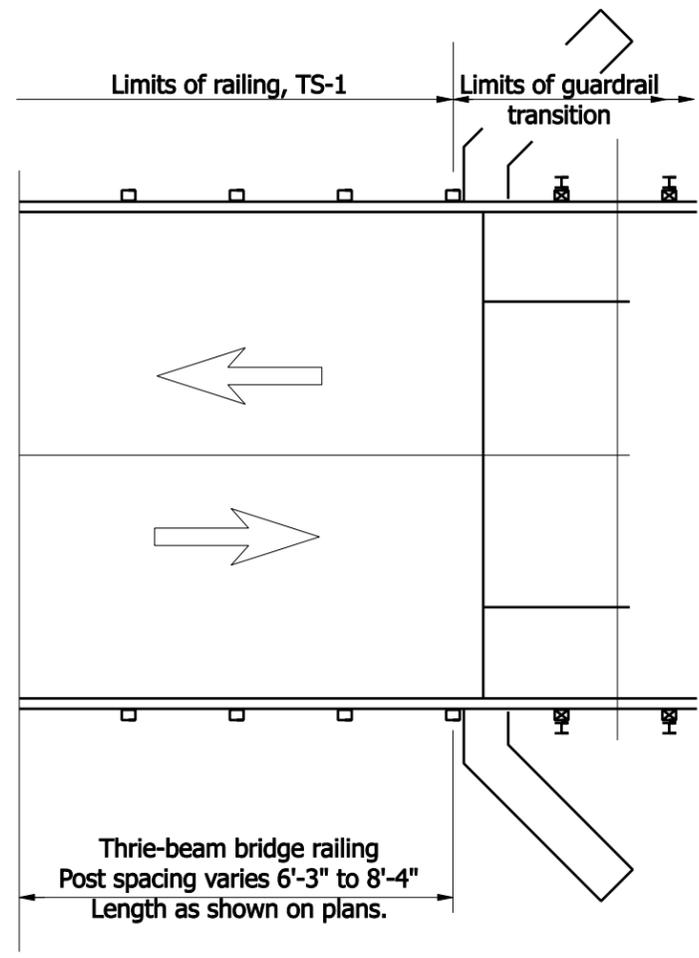
BRIDGE 253 REHABILITATION PROJECT

OWNERS:

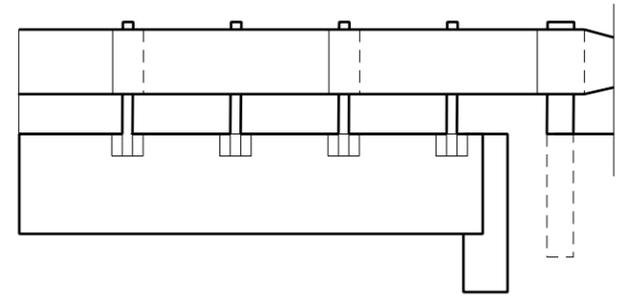
ELKHART COUNTY, INDIANA, ACTING THROUGH
ITS BOARD OF COUNTY COMMISSIONERS
ELKHART COUNTY HIGHWAY DEPARTMENT
ENGINEERING SECTION
610 STEURY AVENUE
GOSHEN, IN 46528



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



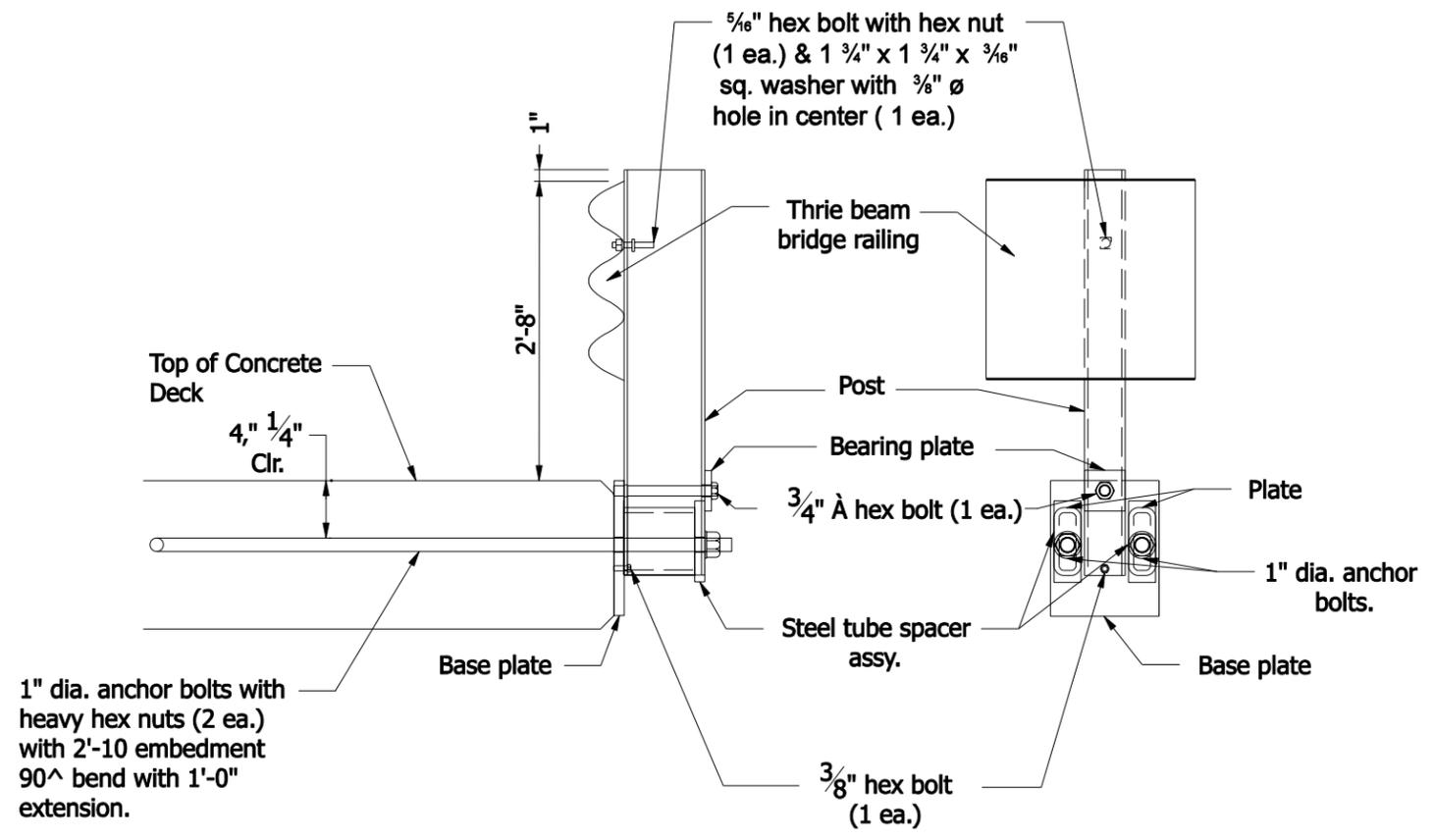
PLAN VIEW



ELEVATION VIEW

NOTES:

1 See Standard Drawings E 601-TBGC-01 and -02 for thrie beam rail section.

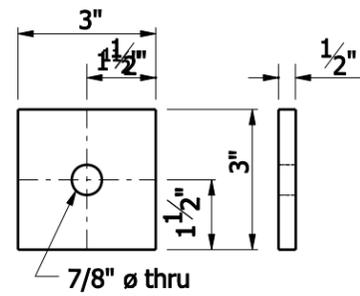


THRIE-BEAM BRIDGE RAILING ASSEMBLY DETAILS

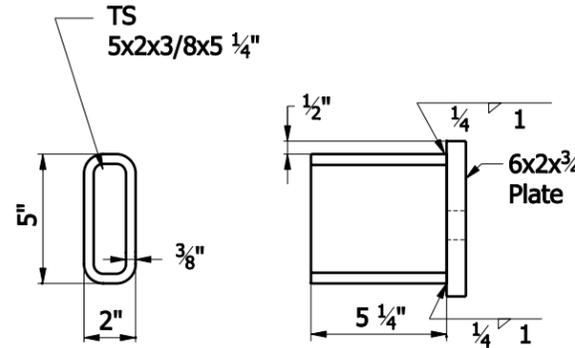
INDIANA DEPARTMENT OF TRANSPORTATION
RAILING, TS-1

NOTES:

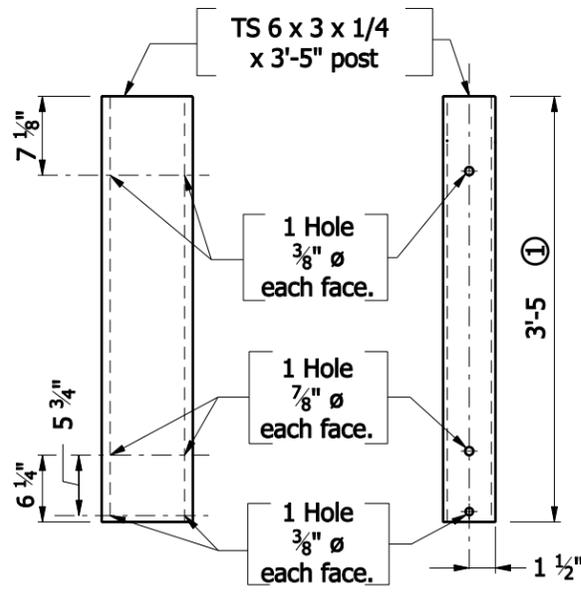
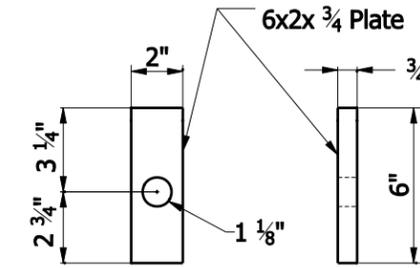
- ① Post length may vary. If the 1" \varnothing anchor bolts in the deck must be lowered to accommodate the deck reinforcing steel, the steel base plate shall be lowered and the post length increased.



BEARING PLATE



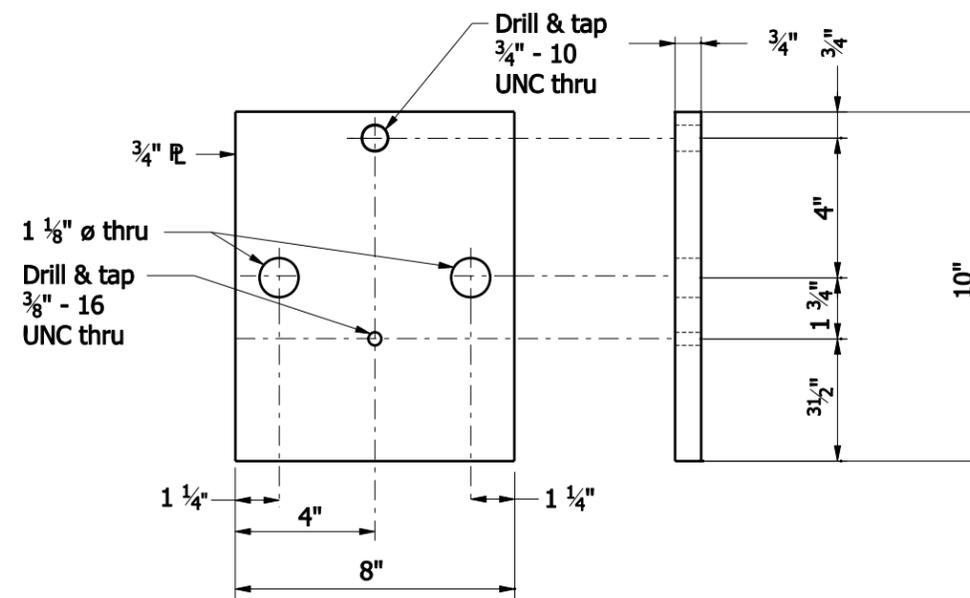
STEEL TUBE SPACER ASSEMBLY



SECTION

REAR VIEW

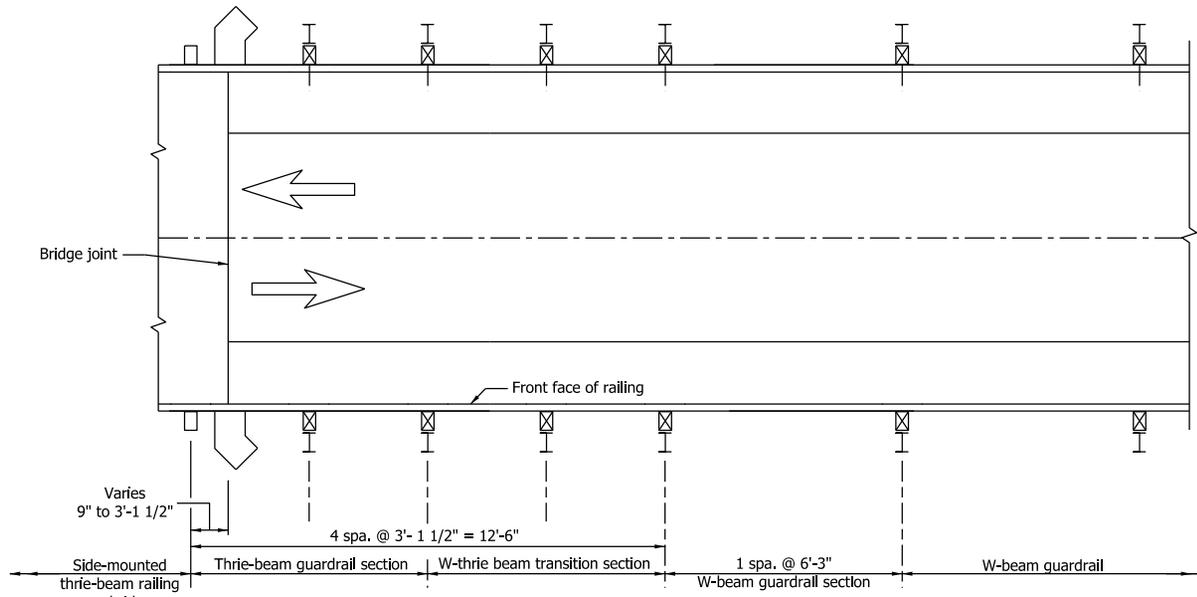
BRIDGE STEEL POST DETAIL



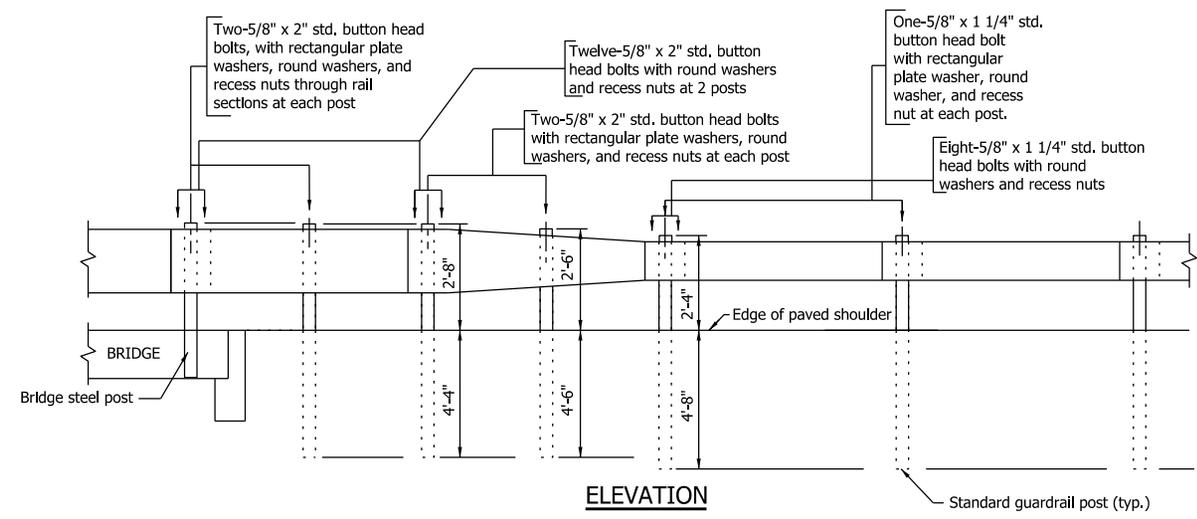
BASE PLATE

INDIANA DEPARTMENT OF TRANSPORTATION

RAILING, TS-1



PLAN VIEW



ELEVATION

NOTES:

1. See Recurring Plan Detail E 706-B-140d 1 of 3, for bridge Steel Post Detail.
2. See Standard Drawings E 601-TBGC-01 and E 601-TBGC-02 for thrie-beam guardrail components.
3. See Standard Drawings E 601-WBGC-01, E 601-WBGC-02 and E 601-WBGC-03 for W-beam guardrail components.

INDIANA DEPARTMENT OF TRANSPORTATION
GUARDRAIL TRANSITION, TGS-1