

**INDIANA  
DEPARTMENT OF TRANSPORTATION**

**CONTRACT INFORMATION**

**CONSTRUCTION PLANS  
SPECIAL PROVISIONS  
ADDITIONAL CONTRACT REQUIREMENTS**

**FOR**

**CONTRACT NO.** \_\_\_\_\_

**LETTING DATE:** \_\_\_\_\_

Certified By \_\_\_\_\_

Date \_\_\_\_\_

CONTRACT INFORMATION  
TABLE OF CONTENTS

CONTRACT NO.

This book shall be examined to determine that each page set out in the Contract Information Table of Contents, and the Special Provisions Table of Contents is attached, legible, and current.

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**CONTACT FOR CONTRACTORS**

DISTRICT CONSTRUCTION ENGINEER:

\* \*

**\*QUESTION FORM**

Contractors shall submit contract specific questions by completing the Question Form accessed from the main INDOT letting information webpage at: (<http://www.in.gov/dot/div/contracts/letting/index.html>). Clicking on the hyperlink labeled "Contract Question Submittals" will load the form to be completed. A reasonable attempt will be made to have an answer on-line within two business days.

Retrieve the Question and Answer Form for a specific contract by going on-line in the same manner you retrieve Contract Information Books and Plans. The "Contract Letting Documents" hyperlink accessed from the main INDOT letting information webpage (<http://www.in.gov/dot/div/contracts/letting/index.html>) will display the interface used for selection of contract letting documents. For the document category, select "Q and A Form".

**CONTACTS FOR DISTRICT PERSONEL ONLY**

PHONE:

PHONE:

PHONE:

PROPOSAL  
TO THE  
INDIANA DEPARTMENT OF TRANSPORTATION

---

DATE OF LETTING: November 19, 2008

TIME OF LETTING: 10:15 AM EASTERN STANDARD

LOCATION OF LETTING: N855 CONF. ROOM, GOVERNMENT CENTER NORTH  
100 N. SENATE AVENUE  
INDIANAPOLIS, INDIANA 46204

LOCATION OF DEPOSIT: N855 GOVERNMENT CENTER NORTH  
100 N. SENATE AVENUE  
INDIANAPOLIS, INDIANA 46204

---

\*\*\*\*\* STATE CERTIFIED \*\*\*\*\*

CONTRACT NUMBER: RS-28767-A

PROJECT NUMBER: 0600170

STRUCTURE NUMBER:

ROUTE: 38

LOCATION: ON SR 38 FROM SR 13 TO I-69

DESCRIPTION: MICROSURFACE

GREENFIELD DISTRICT

COUNTY: MADISON

CONTRACT COMPLETION INFORMATION

CONTRACT COMPLETION DATE:

June 26, 2009

DBE GOAL: A contract provision goal of 5 percent of the contract bid price has been established as the minimum amount for contracting to disadvantaged business enterprises.

THE FOLLOWING DOCUMENTS ARE INCLUDED IN THE CONTRACT:

2008 STANDARD SPECIFICATIONS EFFECTIVE

LIST OF APPROVED OR PREQUALIFIED MATERIALS

STANDARD DRAWINGS LISTED ON STANDARD DRAWING INDEX EFFECTIVE DATE 9-1-07

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ADDITIONAL REFERENCE MATERIAL MAY BE AVAILABLE ON THE INDOT WEBSITE. THE REFERENCE MATERIAL MAY INCLUDE, BUT IS NOT LIMITED TO PERMITS, ASBESTOS REPORTS, GEOTECHNICAL REPORTS, AND PRE-BID QUESTIONS AND ANSWERS. THE CONTRACTOR SHALL CONSIDER THE AVAILABLE ADDITIONAL REFERENCE MATERIAL IN PREPARATION OF THE PROPOSAL BID.

SCHEDULE OF PAY ITEMS REVISED:

LETTING DATE: November 19, 2008

CONTRACT ID: RS-28767-A

CONTRACTOR: \_\_\_\_\_

| LINE NO                   | ITEM DESCRIPTION   | APPROX. QUANTITY AND UNITS | UNIT PRICE |         | BID AMOUNT |      |
|---------------------------|--|----------------------------|------------|---------|------------|------|
|                           |  |                            | DOLLARS    | CTS     | DOLLARS    | CTS  |
| SECTION 0001 MICROSURFACE |  |                            |            |         |            |      |
| 0001                      | 105-06845 CONSTRUCTION ENGINEERING                               | LUMP                       | LUMP       |         |            | .    |
| 0002                      | 105-08520 CELLULAR TELEPHONE/RADIO                               | 2.000 EACH                 |            | .       |            | .    |
| 0003                      | 105-08521 CELLULAR TELEPHONE/RADIO SERVICE                       | 12.000 MOS                 |            | .       |            | .    |
| 0004                      | 105-08524 CELLULAR TELEPHONE/RADIO, ADDITIONAL MINUTES           | 1.000 DOL                  |            | .       |            | .    |
| 0005                      | 109-08359 LIQUIDATED DAMAGES                                     | 1.000 DOL                  |            | 1.00000 |            | 1.00 |
| 0006                      | 109-08360 CONTRACT LIENS   | 1.000 DOL                  |            | 1.00000 |            | 1.00 |
| 0007                      | 109-08443 QUALITY ADJUSTMENTS, TEMPORARY TRAFFIC CONTROL DEVICES | 1.000 DOL                  |            | 1.00000 |            | 1.00 |
| 0008                      | 109-08444 QUALITY ADJUSTMENTS, FAILED MATERIALS                  | 1.000 DOL                  |            | 1.00000 |            | 1.00 |
| 0009                      | 110-01001 MOBILIZATION AND DEMOBILIZATION                        | LUMP                       | LUMP       |         |            | .    |
| 0010                      | 304-07490 HMA PATCHING, TYPE B                                   | 600.000 TON                |            | .       |            | .    |

SCHEDULE OF PAY ITEMS REVISED:

LETTING DATE: November 19, 2008

CONTRACT ID: RS-28767-A

CONTRACTOR: \_\_\_\_\_

| LINE NO | ITEM DESCRIPTION  | APPROX. QUANTITY AND UNITS | UNIT PRICE |      | BID AMOUNT |     |
|---------|---|----------------------------|------------|------|------------|-----|
|         |   |                            | DOLLARS    | CTS  | DOLLARS    | CTS |
| 0011    | 411-08438<br>MICRO-SURFACING,<br>WARRANTED                      | 60005.000<br>SYS           | .          |      | .          |     |
| 0012    | 615-06527 MONUMENT,<br>SECTION CORNER                           | 1.000<br>EACH              | .          |      | .          |     |
| 0013    | 628-09402 FIELD OFFICE,<br>B                                    | 6.000<br>MOS               | .          |      | .          |     |
| 0014    | 628-09407 FIELD OFFICE<br>COMPUTER SYSTEM,<br>ADDITIONAL 1 EACH | 6.000<br>MOS               | .          |      | .          |     |
| 0015    | 801-03290 CONSTRUCTION<br>SIGN, C                               | 4.000<br>EACH              | .          |      | .          |     |
| 0016    | 801-06203 TEMPORARY<br>PAVEMENT MARKING, 4 IN.                  | 2046.000<br>LFT            | .          |      | .          |     |
| 0017    | 801-06640 CONSTRUCTION<br>SIGN, A                               | 22.000<br>EACH             | .          |      | .          |     |
| 0018    | 801-06775 MAINTAINING<br>TRAFFIC                                | LUMP                       |            | LUMP |            | .   |
| 0019    | 808-06713 LINE, PAINT,<br>SOLID, WHITE, 4 IN.                   | 40467.000<br>LFT           | .          |      | .          |     |
| 0020    | 808-75240 LINE,<br>THERMOPLASTIC, BROKEN,<br>YELLOW, 4 IN.      | 4348.000<br>LFT            | .          |      | .          |     |
| 0021    | 808-75245 LINE,<br>THERMOPLASTIC, SOLID,<br>YELLOW, 4 IN.       | 10859.000<br>LFT           | .          |      | .          |     |

SCHEDULE OF PAY ITEMS REVISED:

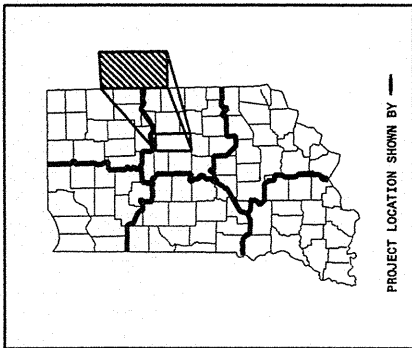
LETTING DATE: November 19, 2008

CONTRACT ID: RS-28767-A

CONTRACTOR: \_\_\_\_\_

| LINE NO | ITEM DESCRIPTION  | APPROX. QUANTITY AND UNITS | UNIT PRICE |     | BID AMOUNT |     |
|---------|---|----------------------------|------------|-----|------------|-----|
|         |   |                            | DOLLARS    | CTS | DOLLARS    | CTS |
| 0022    | 808-75297 TRANSVERSE MARKINGS, THERMOPLASTIC, STOP LINE, 24 IN.           | 12.000 LFT                 | .          |     | .          |     |
| 0023    | 808-75320 PAVEMENT MESSAGE MARKINGS, THERMOPLASTIC, LANE INDICATION ARROW | 3.000 EACH                 | .          |     | .          |     |
| 0024    | 808-75998 SNOWPLOWABLE RAISED PAVEMENT MARKER                             | 358.000 EACH               | .          |     | .          |     |
|         | SECTION 0001 TOTAL  |                            |            |     |            | .   |
|         | TOTAL BID   |                            |            |     |            | .   |

Contract No. RS-28767



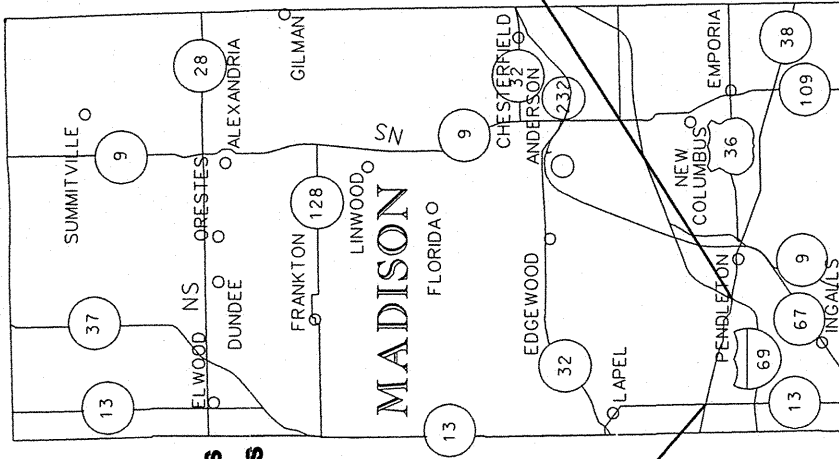
Des. No. 0600170

INDIANA  
DEPARTMENT OF TRANSPORTATION  
**RESURFACE PLANS**

|   |
|---|
| <b>ADT</b>                              |
| ADT ### (1998)<br>w/##% per year growth |
| ##% Truck Traffic                       |

ROUTE: SR 38 FROM: RP 66 + 59 TO: RP 70 + 48

RESURFACE SR 38 FROM SR 13 TO I-69 IN MADISON CO



Gross Length: 3.89 Miles  
Net Length: 3.88 Miles

Paving Exceptions:  
Station 254+07 to 254+45

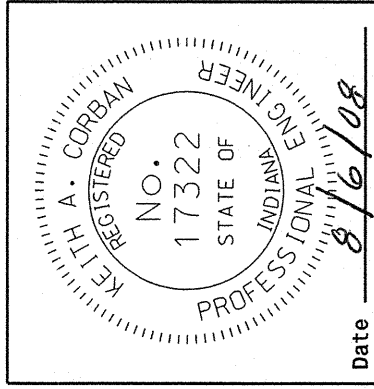
BEGIN PROJECT:  
Station 100+00

END PROJECT:  
Station 305+39



PLANS PREPARED BY:

Keith A. Corban



CERTIFIED BY:

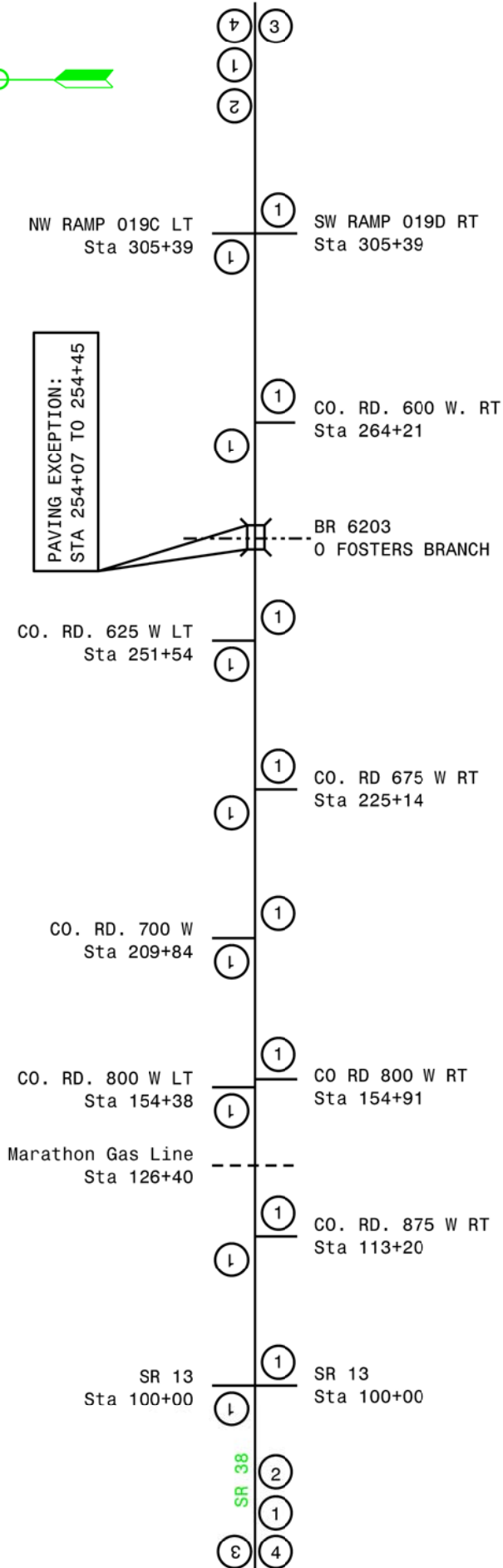
APPROVED FOR LETTING

District Design Manager

INDIANA DEPARTMENT OF TRANSPORTATION  
STANDARD SPECIFICATIONS DATED 2008  
TO BE USED WITH THESE PLANS



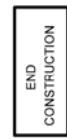




PAVING EXCEPTION:  
STA 254+07 TO 254+45

**LEGEND**

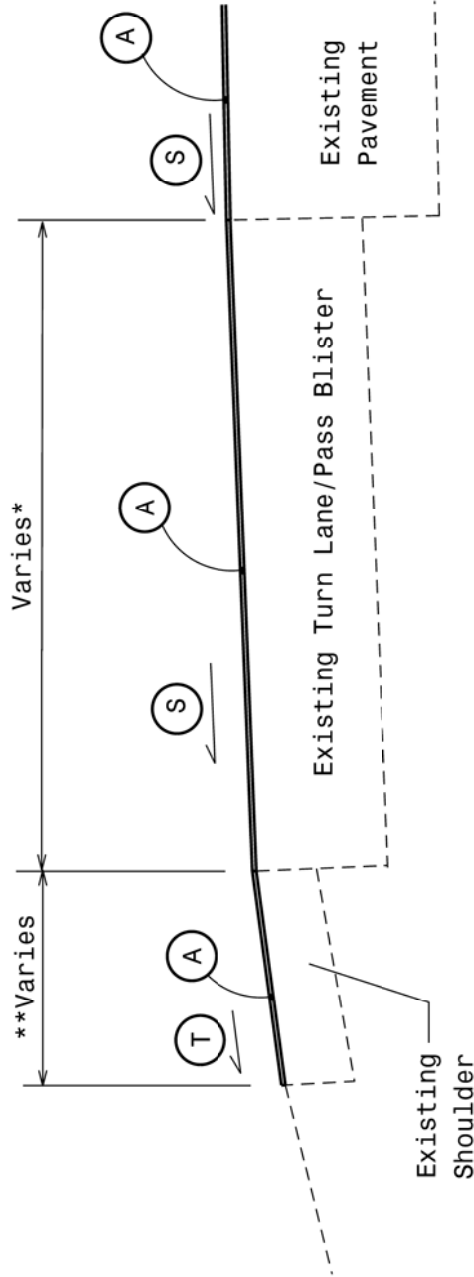
- ① Construction Sign  
XW20-1
- ② Construction Sign  
XG20-1
- ③ Construction Sign  
XG20-2
- ④ Worksite Added Penalty Sign  
See Special Provisions



|             |          |
|-------------|----------|
| CREATED     | 2-25-03  |
| MODIFIED    | 07-29-08 |
| DESIGNATION | 0600170  |
| SHEET       | 3        |
| PROJECT     | ROUTE 38 |
| CONTRACT    | RS-28767 |

INDIANA  
DEPARTMENT OF TRANSPORTATION  
  
STRIP MAP





**TYPICAL SECTION**

- \* 0'-0" to 14'-0" Sta 237+54 to 245+00 WB
- \* 0'-0" to 12'-0" Sta 257+13 to 262+65 WB
- \* 0'-0" to 12'-0" Sta 291+97 to 299+80 WB
- \* 0'-0" to 12'-0" Sta 298+59 to 302+69 EB

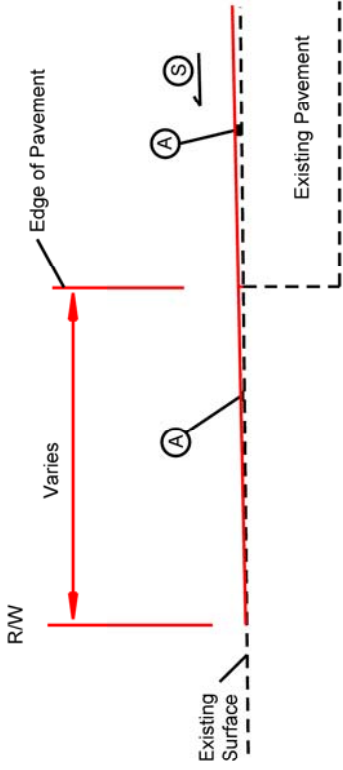
- \*\* 0'-0" Sta 237+54 to 245+00 WB
- \*\* 0'-0" Sta 257+13 to 262+65 WB
- \*\* 0'-0" Sta 291+97 to 299+80 WB
- \*\* 10'-0" to 6'-0" Sta 298+59 to 302+69

**LEGEND:**

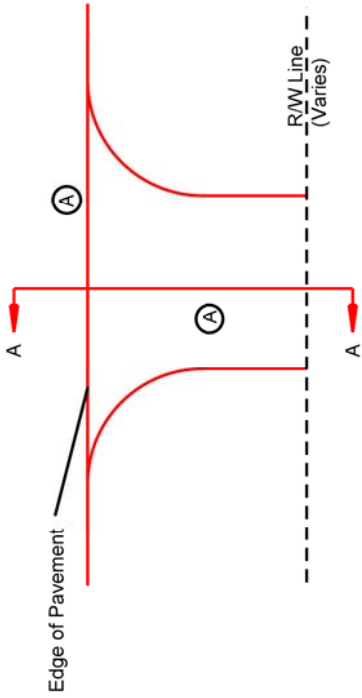
- (A) Micro-Surfacing, Warranted
- (S) Slope, 2.00% or match existing superelevation
- (T) Slope, 4.00% or match existing superelevation

|             |          |
|-------------|----------|
| SCALE       | none     |
| DESIGNATION | 0600170  |
| SHEET       | 5 of 10  |
| PROJECT     | SR 38    |
| CONTRACT    | RS-28767 |

|   |
|---|
| INDIANA<br>DEPARTMENT OF TRANSPORTATION |
| TYP. TURN LANE/PASSING BLISTER          |



SECTION A - A



PLAN

TYPICAL SECTION

LEGEND & NOTES:

- Ⓐ Micro-Surfacing, Warranted
- Ⓑ Slope, 2.00%

INDIANA DEPARTMENT  
OF TRANSPORTATION

TYPICAL ROAD APPROACH

Scale: None

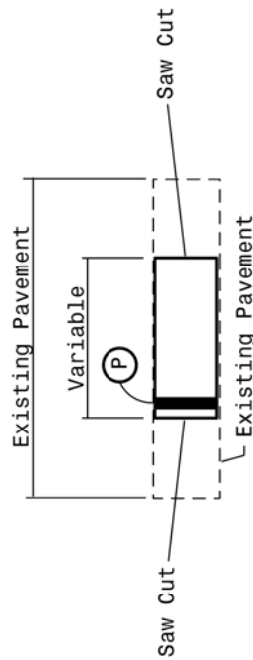
Des No: 0600170

Contract No: RS-28767

Project: SR 38

Sheet: 6 of 10

ASPHALT PAVEMENT PATCHING DETAIL  
(FOR INFORMATION ONLY)



- (P) Remove Existing Pavement & Subbase & Replace With - 1320 #/syd HMA For Patching, Type B (12" or To Bottom Of Existing Pavement, Whichever Is Less.)

Note:

3' - 0" Minimum Patching Length & Width.

The plan quantities for patching pavement are supplied FOR INFORMATION ONLY. Exact locations to be determined by the project engineer.

Estimated quantity for HMA patching, 600 TONS, undistributed.

INDIANA  
DEPARTMENT OF TRANSPORTATION

TYPICAL PATCHING DETAILS

|          |          |             |         |
|----------|----------|-------------|---------|
| SCALE    | none     | DESIGNATION | 0600170 |
| CONTRACT | RS-28767 | SHEET       | 7       |
|          |          | of          | 10      |
|          |          | PROJECT     | SR 38   |

|          |          |
|----------|----------|
| CONTRACT | RS-28767 |
| DES NO.  | 0600170  |

### ROAD APPROACHES

|     | Road Name    | Station | Max. Width (ft) | Min. Width (ft) | Length (ft) | Area (sy) |
|-----|--------------|---------|-----------------|-----------------|-------------|-----------|
| Rt. | Co Rd 875W   | 113+59  | 61              | 20              | 25          | 112.5     |
| Lt. | Co Rd 800W   | 154+41  | 63              | 30              | 25          | 129.2     |
| Rt. | Co Rd 800W   | 154+47  | 46              | 20              | 25          | 91.7      |
| Lt. | Co Rd 700W   | 209+32  | 69              | 31              | 25          | 138.9     |
| Rt. | Co Rd 675W   | 224+37  | 75              | 24              | 25          | 137.5     |
| Lt. | Indian Court | 239+59  | 111             | 32              | 25          | 198.6     |
| Lt. | Co Rd 625W   | 250+82  | 55              | 54              | 25          | 151.4     |
| Rt. | Co Rd 600W   | 263+26  | 78              | 32              | 25          | 152.8     |
|     |              |         |                 |                 |             |           |
|     |              |         |                 |                 |             |           |

**Total Area      1112.5 Sys**

|          |          |
|----------|----------|
| CONTRACT | RS-28767 |
| DES NO.  | 0600170  |

### THERMOPLASTIC PAVEMENT MARKINGS

| Location                                      | Type   | Length (ft) | Broken length (ft) | Solid Length for line type (ft) | Broken length for line type (ft) | RPMs                |
|---|--------|-------------|--------------------|---------------------------------|----------------------------------|---------------------|
| 100+45 to 105+33                              | RIGHT  | 488         | 122                | 488                             | 122                              | 12                  |
| 105+33 to 135+72                              | BROKEN | 3039        | 760                | 0                               | 760                              | 38                  |
| 135+72 to 141+79                              | LEFT   | 607         | 152                | 607                             | 152                              | 15                  |
| 141+79 to 146+06                              | BROKEN | 427         | 107                | 0                               | 107                              | 5                   |
| 146+06 to 151+66                              | RIGHT  | 560         | 140                | 560                             | 140                              | 14                  |
| 152+14 to 197+44                              | BROKEN | 4530        | 1133               | 0                               | 1133                             | 57                  |
| 197+44 to 207+79                              | LEFT   | 1035        | 259                | 1035                            | 259                              | 26                  |
| 208+26 to 222+84                              | DOUBLE | 1458        |                    | 2916                            | 0                                | 18                  |
| 223+32 to 232+82                              | RIGHT  | 950         | 238                | 950                             | 238                              | 24                  |
| 232+82 to 250+19                              | BROKEN | 1737        | 434                | 0                               | 434                              | 22                  |
| 250+19 to 256+35                              | LEFT   | 616         | 154                | 616                             | 154                              | 15                  |
| 256+35 to 259+47                              | DOUBLE | 312         |                    | 624                             | 0                                | 4                   |
| 260+64 to 262+93                              | DOUBLE | 229         |                    | 458                             | 0                                | 3                   |
| 263+42 to 270+41                              | RIGHT  | 699         | 175                | 699                             | 175                              | 17                  |
| 270+41 to 289+47                              | LEFT   | 1906        | 477                | 1906                            | 477                              | 48                  |
| 289+47 to 294+17                              | BROKEN | 470         | 118                | 0                               | 118                              | 6                   |
| 295+12 to 298+40                              | BROKEN | 328         | 82                 | 0                               | 82                               | 4                   |
| 298+40 to 303+20                              | LEFT   | 480         | 120                | 480                             | 120                              | 12                  |
| 304+28 to 305+39                              | DOUBLE | 111         |                    | 222                             | 0                                | 1                   |
| <b>Blue RPMs for Fire Hydrant Delineation</b> |        |             |                    |                                 |                                  | <b>16</b>           |
|   |        |             |                    | <b>10,859<br/>Solid 4"</b>      | <b>4,348<br/>Broken 4"</b>       | <b>358<br/>RPMs</b> |

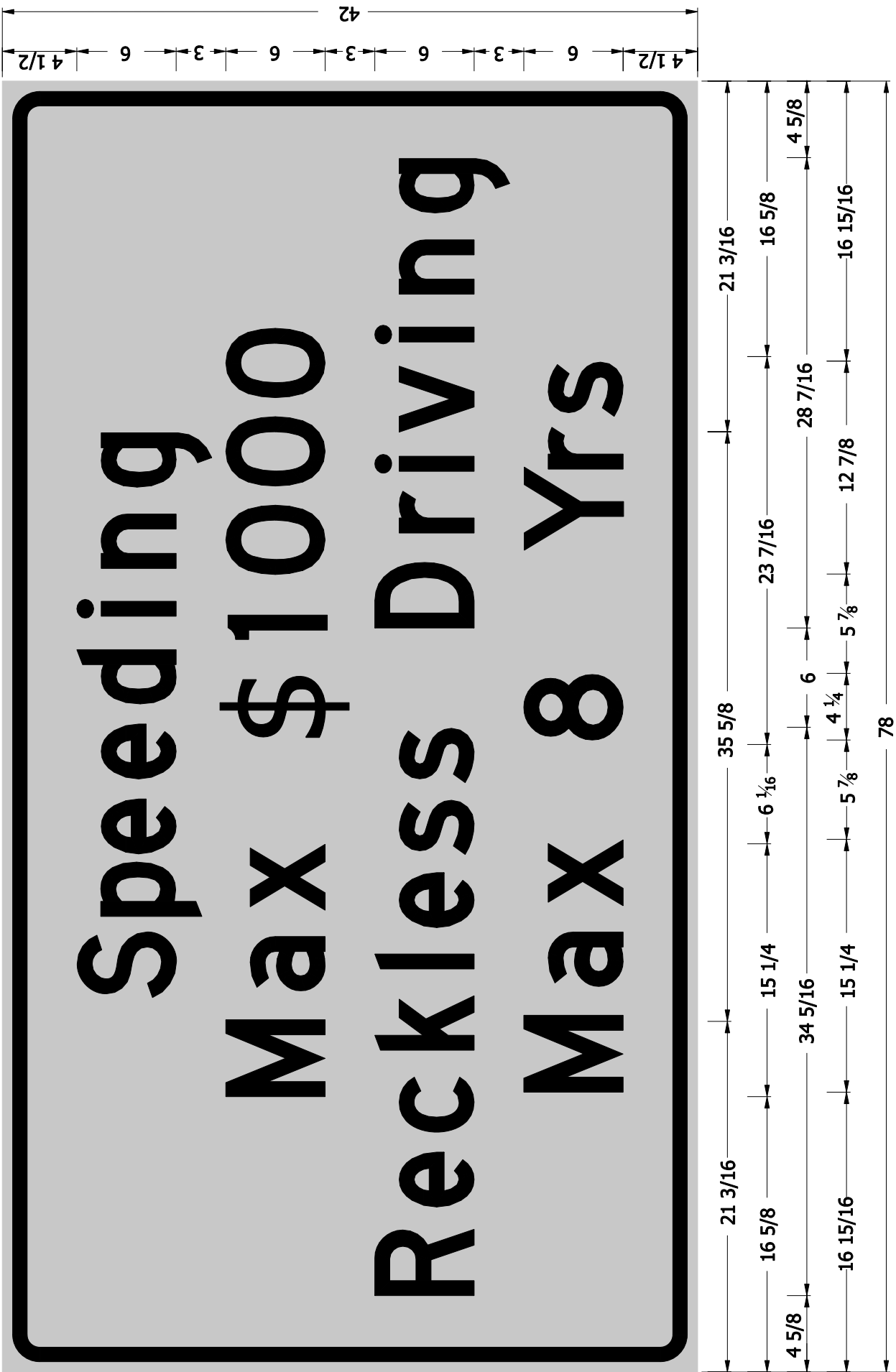
|          |          |
|----------|----------|
| CONTRACT | RS-28767 |
| DES NO.  | 0600170  |

### PAINT LINES AND MISC PAVEMENT MARKINGS

| Location         |                 | Length Lt(ft)         | Length Rt(ft) | Lane Indication Arrows (each) | Stopline (ft)   |
|------------------|-----------------|-----------------------|---------------|-------------------------------|-----------------|
| 100+45 to 113+25 | EDGE LINE       |                       | 1280          |                               |                 |
| 100+45 to 154+10 | EDGE LINE       | 5365                  |               |                               | 12              |
| 113+86 to 154+30 | EDGE LINE       |                       | 4044          |                               |                 |
| 154+73 to 208+93 | EDGE LINE       | 5420                  |               |                               |                 |
| 154+76 to 224+08 | EDGE LINE       |                       | 6932          |                               |                 |
| 209+62 to 239+41 | EDGE LINE       | 2979                  |               |                               |                 |
| 224+83 to 262+93 | EDGE LINE       |                       | 3810          |                               |                 |
| 240+15 to 250+53 | EDGE LINE       | 1038                  |               |                               |                 |
| 240+15 to 243+77 | WB RT TURN LANE | 362                   |               |                               |                 |
| 251+08 to 259+47 | EDGE LINE       | 839                   |               |                               |                 |
| 258+72 to 259+47 | EB LT TURN LANE |                       | 75            | 1                             |                 |
| 260+65 to 299+80 | EDGE LINE       | 3915                  |               |                               |                 |
| 260+65 to 261+80 | WB RT TURN LANE | 115                   |               | 2                             |                 |
| 263+71 to 302+34 | EDGE LINE       |                       | 3863          |                               |                 |
| 300+45 to 302+69 | EB RT TURN LANE |                       | 224           |                               |                 |
| 304+28 to 305+39 | EDGE LINE       |                       | 111           |                               |                 |
| 304+44 to 305+39 | EDGE LINE       | 95                    |               |                               |                 |
|                  |                 | 20,128                | 20,339        | 3                             | 12              |
|                  |                 | <b>40,467</b>         |               | <b>Thermoplastic</b>          |                 |
|                  |                 | <b>Solid 4" White</b> |               | <b>Arrows</b>                 | <b>Stopline</b> |



9-03-07

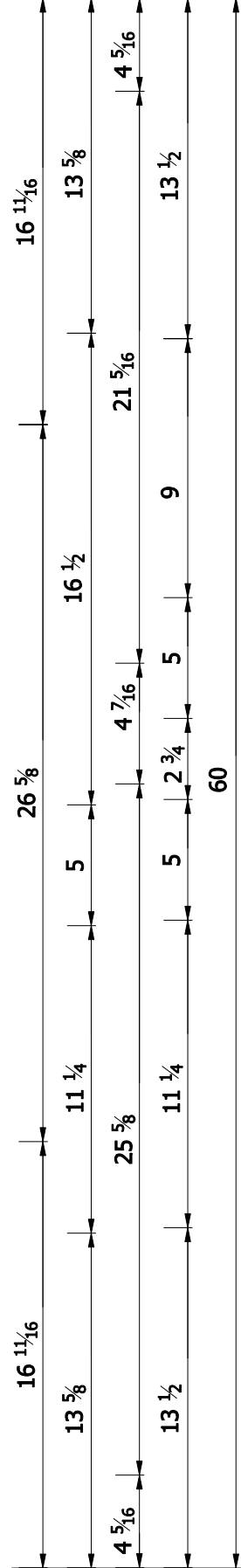
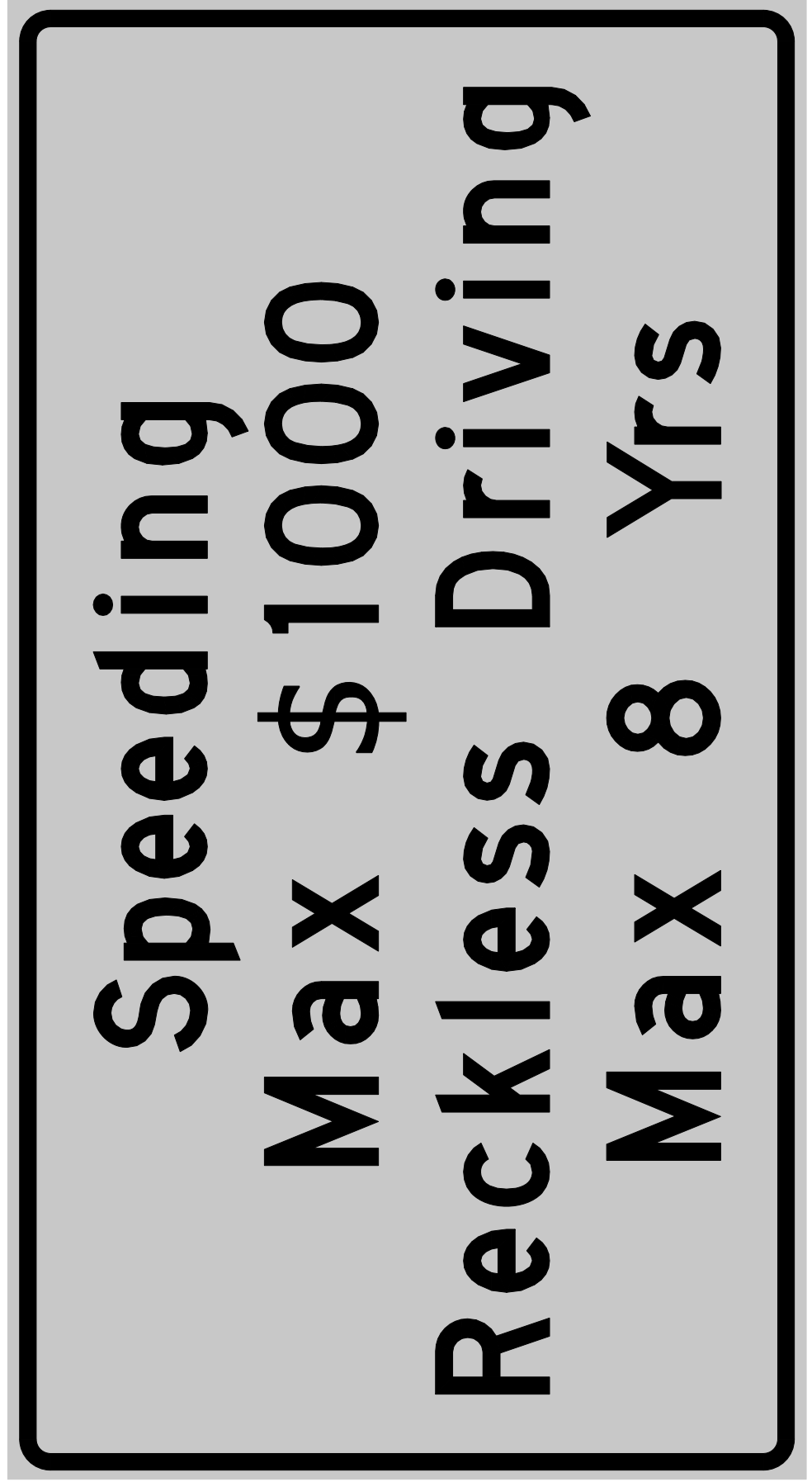
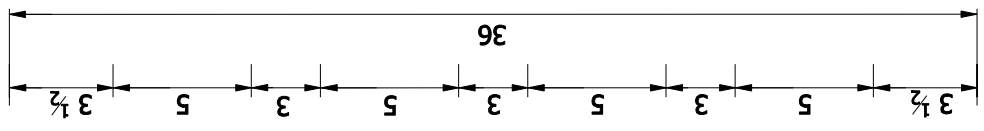


6 D UPPER AND LOWER; 2.250" Radius, 0.875" Border, 0.625" Indent, Black on Orange;  
 [Speeding] D; [Max \$1000] D; [Reckless Driving] D; [Max 8 Yrs] D;

XG 20-7

INDIANA DEPARTMENT OF TRANSPORTATION

WORKSITE ADDED  
 PENALTY SIGN 78 x 42

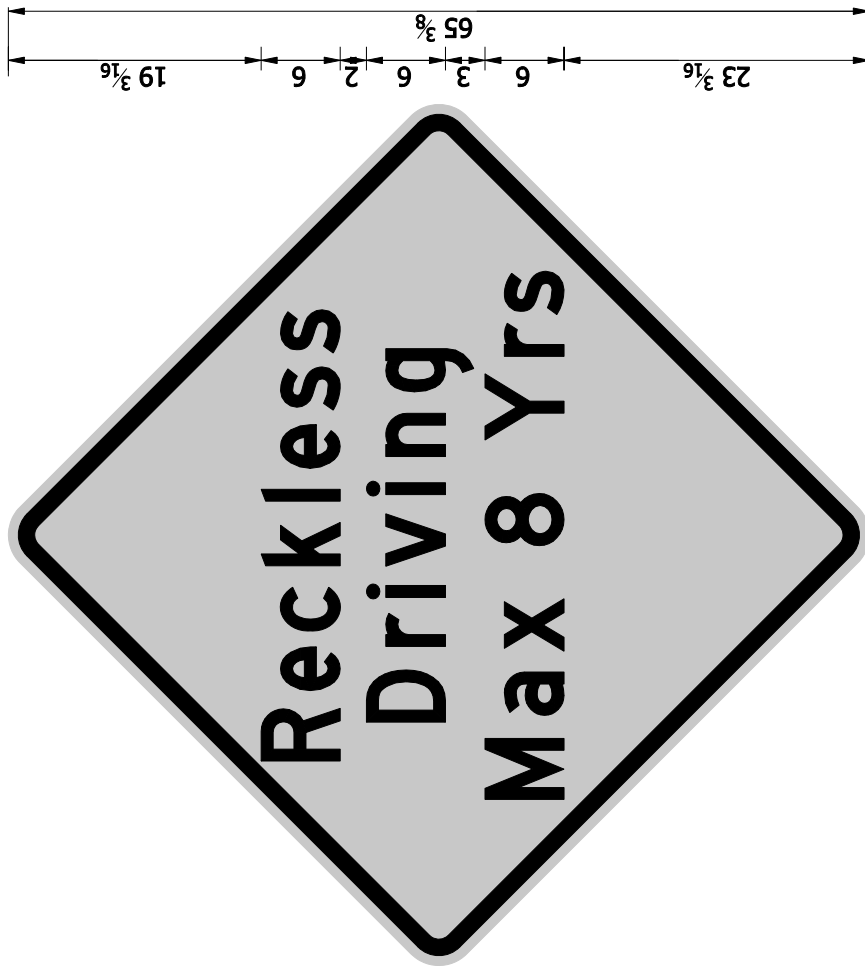


5 C UPPER AND LOWER; 2.250" Radius, 0.875" Border, 0.625" Indent, Black on Orange;  
 [Speeding] C; [Max \$1000] C; [Reckless Driving] C; [Max 8 Yrs] C;

XG 20-7a

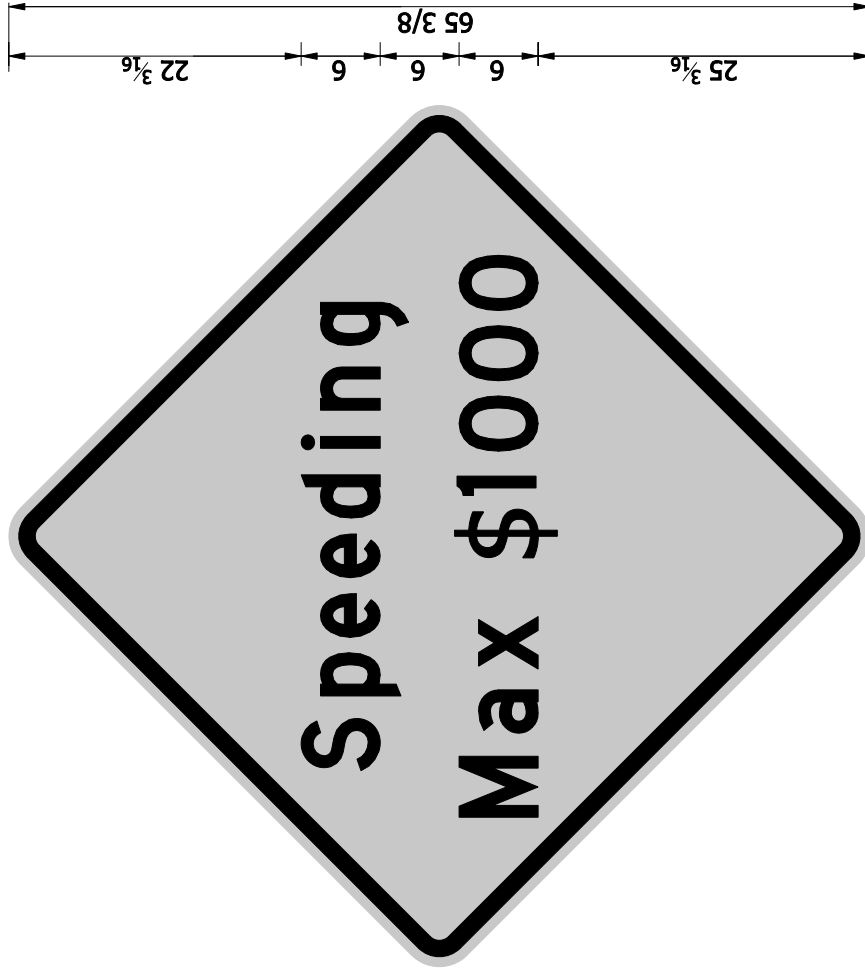
INDIANA DEPARTMENT OF TRANSPORTATION

WORKSITE ADDED  
 PENALTY SIGN 60 x 36



48x48 ; 6 D UPPER AND LOWER  
 48.000" across sides 3.000" Radius, 1.250" Border, 0.750" Indent, Black on Orange;  
 [Reckless] D; [Driving] D; [Max 8 Yrs] D;

XG20-7b



48x48 ; 6 D UPPER AND LOWER  
 48.000" across sides 3.000" Radius, 1.250" Border, 0.750" Indent, Black on Orange;  
 [Speeding] D; [Max \$1000] D;

XG20-7c

INDIANA DEPARTMENT OF TRANSPORTATION

WORKSITE ADDED  
 PENALTY SIGNS 48 x 48



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100-C-147 PAYMENT OF PREDETERMINED MINIMUM WAGE DETERMINATION  
(DAVIS-BACON ACT)  
General Decision Number IN080006

(Revised 02-08-08)

General Decision Number IN080006 shall apply to this contract.

The above referenced wage determination is available at the Department's Contract Administration Division website location: <http://www.in.gov/dot/div/contracts/letting/index.html>

The modification number and publication date for the General Decision effective for the bid opening is posted on the Contract Administration website ten days prior to the bid opening. The bidder shall enter the appropriate modification number, General Decision Number, and publication date in the proposal form.

100-C-151a FHWA-1273

REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS

(Revised 03-10-94)

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ATTACHMENTS

- A. Employment Preference for Appalachian Contracts  
(included in Appalachian contracts only)

**I. GENERAL**

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4, and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

- a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

## II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.



**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer". All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

**8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 26, shall have equal opportunity to compete for and perform subcontract which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

**9. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

### III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

#### **IV. PAYMENT OF PREDETERMINED MINIMUM WAGE**

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

##### **1. General:**

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

##### **2. Classification:**

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

**3. Payment of Fringe Benefits:**

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

**4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**c. Helpers:**

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

**5. Apprentices and Trainees (Programs of the U.S. DOT):**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**6. Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**7. Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**8. Violation:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

**9. Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

## V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

### 1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

### 2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR**

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

**VII. SUBLETTING OR ASSIGNING THE CONTRACT**

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

**VIII. SAFETY: ACCIDENT PREVENTION**

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

## **IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

### **NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS**

18 U.S.C. 1020 reads as follows:

*"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or*

*Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or*

*Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;*

*Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."*

## **X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

## **XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

### **1. Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.



c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**2. Instructions for Certification - Lower Tier Covered Transactions:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT PREFERENCE FOR APPALACHIAN CONTRACTS**

(Applicable to Appalachian contracts only.)

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.

5. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

100-C-151b DISADVANTAGED BUSINESS ENTERPRISE PROCEDURE AND GOOD FAITH EFFORTS

(Revised 04-09-07)

The Standard Specifications are revised as follows:

SECTION 103, AFTER LINE 1, DELETE AND INSERT AS FOLLOWS:

**SECTION 103 – AWARD AND EXECUTION OF CONTRACT**

**103.01 Disadvantaged Business Enterprise Program**

This requirement will apply only to a federal aid contract.

**(a) General Requirements**

Failure to carry out the requirements set forth in 49 CFR ~~23.43(a)~~ 26, *as outlined in the Department's DBE Program Manual*, shall constitute a breach of contract and, after notification may result in termination of the contract or such remedy as the State deems appropriate.

The above referenced CFR section requires the following policy and disadvantaged business enterprise obligation to be included in all subsequent agreements between the Contractor and all subcontractors as follows:

1. It will be the policy of the Department ~~that disadvantaged business enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contract work financed in whole or in part with Federal funds provided under this contract to create a level playing field on which DBE's can compete fairly for federally funded contracts.~~ Consequently, the disadvantaged business enterprise requirements of 49 CFR Part ~~23~~ 26, *as outlined in the Department's DBE Program Manual*, apply to this contract.
2. ~~The Contractor agrees to ensure that disadvantaged business enterprises certified by the State shall have the maximum opportunity to participate in the performance of contract work or subcontract work financed in whole or in part with Federal funds provided under this contract. In this regard, the Contractor shall take all necessary and reasonable steps, in accordance with 49CFR Part 23, to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform work in this contract.~~ The Contractor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of this contract. *The Contractor shall carry out the applicable DBE requirements in the award and administration of federally funded contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or such other remedy as the Department deems appropriate. The Contractor shall include language prohibiting discrimination on the basis of race, color, national origin, or sex in the performance of this contract in all subcontracts.*

SECTION 103, BEGIN LINE 59, DELETE AND INSERT AS FOLLOWS:

#### **4. Certified DBE**

A business enterprise which has completed and filed a request for certification with the ~~Indiana Department of Administration~~, and that the business enterprise has been reviewed and determined to comply with the guidelines established in 49 CFR Part ~~23~~ 26. Business enterprises which are determined to be eligible will be certified as DBEs *to perform specific types of work.*

#### **(c) Goal**

A contract provision *DBE* goal may be shown on the Proposal sheet. Such goal, if required, has been established as the *desired minimum* amount to be contracted to DBEs. The Contractor shall meet or exceed the goal, or demonstrate that it could not be met despite ~~best~~ *good faith* efforts. Achievement of the ~~contract provision~~ goal does not relieve the Contractor of the requirement for affirmative action on subsequent subcontracting on this contract. Only work with listed DBEs ~~which~~ *that* are certified prior to the date of the letting will count toward the goal. *Credit towards contract goals will be given only for work performed by certified DBEs in the work areas for which they have been certified. The same requirements with respect to obtaining the goal apply for a Contractor that is certified as a DBE. A DBE Contractor must either achieve the goal utilizing other DBE firms or demonstrate that the goal could not be met despite good faith efforts.*

Contracting may be in the form of *a* subcontract, lease agreement, or material supply *agreement*. Full credit will be given for subcontracts and lease agreements. Credit for utilization of a DBE material supplier will be limited to those DBEs certified as suppliers prior to the letting at the rate of 60% of the expenditure to the supplier unless the supplier is also the manufacturer. Suppliers that do not manufacture the items shall also perform a commercially useful function in order for credit to be received.

*A written request for changes in utilization of race/gender conscious DBE firms listed in the Affirmative Action Certification shall be approved prior to start of listed services or purchase of listed materials. Requests to reduce or eliminate the services or material provided by a listed race/gender conscious DBE that include written approval by the DBE will be considered sufficient justification if the committed DBE utilization after the requested change will meet or exceed the contract goal or a lesser percentage approved prior to execution of the contract. If the committed DBE utilization after the change does not meet or exceed the contract goal or a lesser percentage approved prior to execution of the contract, or the listed race/gender conscious DBE does not approve the change, the Contractor shall submit documented evidence that the DBE is unable to perform successfully. Disposition of the request for change will be determined on the basis of the affirmative actions taken as required herein.*

*When a race/gender conscious DBE firm is removed from eligibility, the Contractor shall take the following steps:*

1. *If a subcontract has not yet been executed, the Contractor shall not count work performed by the firm toward the contract goal. The Contractor will be directed to meet the contract goal with an eligible DBE firm or demonstrate that it has made a good faith effort to do so.*
2. *If a subcontract has been executed before the firm has been declared ineligible, the Contractor shall continue to count work performed by the firm toward the contract goal.*

SECTION 103, BEGIN LINE 95, DELETE AND INSERT AS FOLLOWS:

DBE joint ventures type A do not require DBE joint venture certification. DBE joint venture type B do require DBE joint venture certification. A request for DBE joint ventures type B certification shall be submitted not later than 9:00 a.m. local time the last ~~work~~ business day before the letting and shall be approved prior to bidding in order to receive credit toward the DBE goal. The DBE shall be certified with the Department prior to requesting DBE joint venture certification. The work for the DBE shall be identified, performed, managed, and supervised by its forces.

SECTION 103, DELETE LINES 102 THROUGH 119.

SECTION 103, DELETE LINES 143 THROUGH 242.

SECTION 103, AFTER LINE 243, INSERT AS FOLLOWS:

***(e) Determination of Good Faith Efforts***

*Appendix A of 49 CFR Part 26 has been used for guidance in preparing the Department's procedures to determine the adequacy of good faith efforts. Additional factors consistent with 49 CFR Part 26, and the Department's policies and procedures have also been utilized.*

***1. Good Faith Efforts Prior to Award***

*The following factors will be considered in determining good faith efforts prior to award of a contract. The Contractor, including DBE Contractors, shall submit evidence on each of the factors.*

1. *The Contractor shall make reasonable effort to contact all ready, willing, and able DBEs who express a desire to work on any of the pay items of the contract.*
2. *To effectively participate, the DBE shall have the opportunity to analyze the contract and submit quotations prior to letting. Information provided by the Contractor to the DBEs shall include, at a minimum, the contract number, pay items, quantities for those pay items to be subcontracted, and the date the subcontract bid is desired.*
3. *The Contractor shall select the portions of the work to be performed by DBEs in order to increase the likelihood of DBE participation. This shall include, where appropriate, an attempt to break down the contract into economically feasible units to facilitate DBE participation.*

4. *The Contractor shall provide the interested DBEs with complete information about the plans, specifications, and requirements of the contract. Attempts shall be made to have plans available or to notify the DBE of the location of available plans. The Contractor shall notify the DBE of revisions to the contract.*
5. *It will be considered unacceptable to avoid subcontracting to DBEs if such subcontracting to DBEs results in the need to further subdivide remaining work items.*
6. *The Contractor shall negotiate in good faith with interested DBEs and not reject such DBEs as unqualified without sound reasons based on thorough investigation of their capabilities. Confirmed documentation that a DBE has not been able to perform previous work through no fault of others will be considered to be sound reason. Unacceptable criteria include, but are not limited to, unsubstantiated oral statements and unsigned documentation.*
7. *The Contractor shall make efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance required by the State. However, the Contractor shall affirmatively consider waiving requirements it may have in order to assist the DBE.*
8. *Only firms certified as DBEs prior to the letting date can be used to meet the contract goal for the Department's DBE program.*

*The Contractor will be considered to have made good faith efforts if it either:*

1. *Documents that it has obtained enough DBE participation to meet the goal, or*
2. *Documents that it made adequate good faith efforts in accordance with the factors set out above to meet the goal even though it did not succeed in obtaining enough DBE participation to do so.*

*If a DBE goal has been established for the contract, the Contractor shall take good faith efforts to achieve the established goal prior to the bid opening. The Affirmative Action Certification shall be completed and submitted with the Proposal Book to indicate both race/gender conscious and race/gender neutral proposed DBE utilization.*

*The award of the contract will be made to the lowest and best bidder when all other requirements have been met and good faith efforts have been taken toward meeting the DBE goal, if required, in accordance with these requirements.*

*If the apparent low bidder has not achieved the contract DBE goal, the bidder shall respond in writing within three business days after notification by the Department of the failure to meet the DBE goal. The response shall provide evidence identifying the bidder's good faith efforts and all affirmative actions taken prior to letting to achieve the required DBE goal. Failure to respond within the three business day period will result in rejection of the bid, and may result in forfeiture of the bid bond, and the referral of the bidder to the Prequalification Committee.*

*Responses shall be sent to the Department's Division of Contract Administration. The Department will review the bidder's good faith efforts for compliance with these requirements.*

*If the Department determines that adequate good faith efforts have been made, and the bidder has met all other bidding requirements, the contract will be awarded.*

*If the Department determines that good faith efforts were inadequate, the Department will issue written notification of the determination to the bidder. The determination will outline the reasons for determination of non-compliance with good faith effort requirements.*

*The bidder may request a review of a determination of non-compliance by making a written submittal within five business days of the bidder's receipt of notification of non-compliance from the Department. The request for review shall include evidence disputing the Department's reasons for issuing a determination of non-compliance. The request shall be sent to the Department's Division of Contract Administration.*

*Upon receipt of a request, the Department will contact the bidder to schedule a review. The review will be held by the Department's Deputy Commissioner and Chief Counsel, or a designee who did not participate in the original determination of non-compliance. The review will be conducted in accordance with the Department's policy for review of good faith efforts requirements. A copy of the policy is available on the Department's website or through the Division of Contract Administration.*

*If the Deputy Commissioner's finding determines that the bidder's good faith efforts were adequate, and the bidder has met all other bidding requirements, the contract will be awarded and the Department will adjust the contract time by the number of calendar days from the date of the original determination of non-compliance to and including the date of the Deputy Commissioner's findings.*

*If the Deputy Commissioner's finding determines that the bidder's good faith efforts were inadequate, the finding will be forwarded to the Commissioner. The Commissioner will review the Deputy Commissioner's finding and issue a written Contract Award Determination.*



*If the Commissioner's Contract Award Determination finds that the bidder's good faith efforts were adequate, and the bidder has met all other bidding requirements, the contract will be awarded and the Department will adjust the contract time by the number of calendar days from the start of the original determination of non-compliance to and including the date of the Commissioner's determination.*

*If the Commissioner's Contract Award Determination finds that the bidder's good faith efforts were inadequate, at the Commissioner's sole option and without further proceedings, either all bids will be rejected or the contract will be awarded to the next lowest and qualified bidder. An apparent low bidder who has not met the DBE goal and requirements for good faith efforts may be requested not to rebid on this contract during subsequent lettings.*

*The Commissioner's Contract Award Determination will be the final decision of the Department.*

## **2. Good Faith Efforts for Extra Work**

*When extra work in accordance with 104.03 is added to a contract with a DBE goal, the Contractor shall hire or make good faith efforts to hire a DBE subcontractor to perform significant extra work.*

*For purposes of DBE good faith efforts, significant extra work is defined as new pay items added to a Contract that result in a new contracting opportunity not reasonably related to existing pay items being performed by the Contractor or a subcontractor.*

*When significant extra work related to existing pay items being performed by a DBE subcontractor is added to a contract with a DBE goal, the Contractor shall offer that same DBE subcontractor the opportunity to perform the extra work whether or not the existing pay items are counted toward the DBE goal. The Contractor shall consider other DBE subcontractors if the extra work would result in the original DBE subcontractor exceeding its prequalification limits. The Department may consider an exception to a DBE subcontractor's prequalification limit. If the DBE subcontractor is unable to perform the extra work, the Contractor shall hire or make good faith efforts to hire an alternate DBE subcontractor to perform the work.*

*When significant extra work related to existing pay items being performed by a non-DBE subcontractor is added to a contract with a DBE goal, the non-DBE subcontractor may perform the extra work. If the non-DBE subcontractor is unable to perform the extra work, the Contractor may self-perform the extra work. If the Contractor chooses not to self-perform the extra work, the Contractor shall hire or make good faith efforts to hire a DBE firm to perform the work.*

*When significant extra work related to existing pay items being performed by the Contractor is added to a contract with a DBE goal, the Contractor may self-perform the extra work. If the Contractor chooses not to self-perform the extra work, the Contractor shall hire or make good faith efforts to hire a DBE firm to perform the work.*

*The Contractor shall forward documentation of good faith efforts to hire a DBE subcontractor to perform extra work to the District Equal Employment Opportunity (EEO) Officer for review. The EEO Officer will determine if good faith efforts have been met in accordance with 103.01(e)1.*

*If the EEO Officer determines that the Contractor failed to make good faith efforts to hire a DBE firm when required as a result of significant extra work, written notice will be sent to the Contractor. The Contractor may appeal the determination in accordance with 103.01(e)1.*

**(f) Affirmative Action Certification**

The Affirmative Action Certification, included in the Proposal book, shall be completed when the Proposal book is submitted to the Department. The certification shall list ~~DBEs or shall state the reasons DBEs are not listed~~ *all DBE firms the Contractor plans to utilize, either race/gender consciously or race/gender neutrally.* Blank certifications shall cause the bid to be rejected. If a portion of a pay item is to be performed by a DBE, an explanation shall be included stating exactly what the DBE is performing or supplying. Failure to do so may affect the award of the contract. *The Contractor shall ensure that DBE firms listed on the Affirmative Action Certification are certified DBE firms as listed in the Department's DBE directory at the time of letting. In addition to the listing of DBE firms that will be used race/gender consciously to meet the goal, the Contractor shall also provide a total for the amount of work that it anticipates will be performed by other DBE firms used race/gender neutrally on the contract beyond the goal requirements.*

*Race/gender neutral awards involve the utilization of a DBE firm because the DBE firm is the best firm to perform the work. Race/gender conscious awards involve the utilization of a DBE firm primarily to achieve the contract DBE goal.*

SECTION 103, BEGIN LINE 269, DELETE AND INSERT AS FOLLOWS:

Upon receipt of notification from the Department, a Disadvantaged Business Enterprise Utilization Affidavit, Form ~~MBE-3~~ *DBE-3*, shall be completed by the Contractor and returned to the Department. The Contractor and the subcontractor/lessor/supplier shall certify on Form ~~MBE-3~~ *DBE-3* that specific amounts have been paid and received. *A DBE-3 Form certification shall be completed and submitted for every DBE utilized on the contract, not just those listed on the Affirmative Action Certification.*

SECTION 103, BEGIN LINE 285, DELETE AND INSERT AS FOLLOWS:

by the DBE, or leased from another DBE, that are utilized on the project. ~~DBE hauling lessors who sublease a portion of their hauling shall take positive affirmative actions to sublease to DBEs and shall provide Form MBE-2 to the Department, evidencing those efforts prior to commencing work.~~ *Trucks that are leased by a DBE for a period of at least 12 months will be considered the same as trucks owned by the DBE. In addition, DBE credit will also be given for any fee or commission the DBE receives as a result of the lease arrangement for any additional non-DBE trucks.*

*In order to count leased trucks toward the goal, the lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from being used by others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting the DBE goals.*

*The Contractor shall provide the Engineer copies of any lease agreements between DBE trucking subcontractors and any DBE or non-DBE trucking firms or owner/operators that will be used to supplement the DBE trucking subcontractor's trucks for the purpose of meeting the DBE goal. Copies of these lease agreements shall be provided by the time of use of any supplemental trucks on the Contract.*

*In addition to delivery ticket information required by Section 106, the following information shall be included on each ticket for material delivered to the job site by a DBE trucking subcontractor or lessee:*

- 1. Name of trucking firm*
- 2. Printed name of the driver*

*The Contractor shall submit weekly reports to the Engineer on forms provided by the Department, documenting the number of DBE trucks utilized and a breakdown of the dollar amount credited toward the Contract DBE goal. The reports shall be submitted within 5 business days of the end of the week being reported. Forms are available on the Department's website or from the Division of Contract Administration.*

SECTION 103, BEGIN LINE 304, DELETE AND INSERT AS FOLLOWS:

**(i) Records and Reports**

The Contractor shall keep such records as necessary to determine compliance with its DBE utilization obligations and compliance with Determination of Good Faith Efforts ~~for Goal Contracts~~. The records kept by the Contractor shall indicate the minimum requirements as follows:

SECTION 103, AFTER LINE 341, INSERT AS FOLLOWS:

**103.02.1 Record Keeping**

*All firms performing work on Department contracts, bidding on Department contracts, or offering quotes for subcontract or trucking services shall register with the Department, annually, by submitting the following information to the Department's Economic Opportunity Division.*

- (a) firm's name;
- (b) firm's address;
- (c) firm's status as a DBE or non-DBE;
- (d) the age of the firm; and
- (e) the annual gross receipts of the firm
- (f) approximately how many Department projects has the firm bid or quoted in the past 12 months. (If none, please indicate 0)
- (g) in which of the following markets has the firm participated?
  - 1. prime Contractor
  - 2. subcontractor
  - 3. trucking firm
  - 4. consultant

SECTION 109, AFTER LINE 618, INSERT AS FOLLOWS:

*Within 10 business days of receipt of payment for any such estimate, the Contractor shall make payment to all subcontractors for the value of their work performed and materials complete in place in accordance with this contract. Failure to comply with this clause shall constitute a material breach of the contract and may result in sanctions under the contract.*

*Any delay or postponement of payment among the parties may take place only for good cause, with the Department's written approval. The explanation from the Contractor shall be made in writing to the Department.*

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100-C-151d EXECUTIVE ORDER 11246

(Revised 03-09-06)

The Standard Specifications are revised as follows:

SECTION 103, LINE 342, DELETE AND INSERT AS FOLLOWS:

**103.03 ~~Blank~~. Executive Order 11246: Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity**

*This requirement will apply only to a federal aid contract. The Code of Federal Regulations 41 CFR 60-4.2(d) is amended by revising Paragraph 2 of the Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246), to read as follows:*

- 2. *The Contractor's or Bidder's attention is called to the Equal Opportunity Clause and the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth herein.*

**(a) Timetables**

*The timetables for minority and female participation for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:*

**1. Minorities**

*Immediately.*

**2. Women**

*April 1, 1980 to indefinite.*

*The goals are shown in 103.03(j) and 103.03(k).*

*Contractors who are signatory to an area (Hometown) plan are covered by 103.03(b). All Contractors, signatory or not to an area (Hometown) plan, will be covered by the minority goals as shown in 103.03(j).*

*These goals are applicable to all the Contractor's construction work, whether or not it is Federal or federally-assisted, performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed, in accordance with 41 CFR 60-4 as set out in Volume 45, No. 194 of the Federal Register dated October 3, 1980. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.*

**(b) Area (Hometown) Plans**

*Until further notice, the following goals and timetables for minority utilization shall be included in all Federal or federally-assisted construction contracts and subcontracts in excess of \$10,000.00 to be performed in the respective covered areas. The goals are applicable to the Contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a Federal or federally-assisted construction contract or subcontract.*

**1. Cincinnati, Ohio Area**

*Area Covered: Ohio counties of Clermont, Hamilton, and Warren; Kentucky counties of Boone, Campbell, and Kenton; and Indiana county of Dearborn. The minority hiring goal in Dearborn County, Indiana is 11 percent.*

**2. Indianapolis, Indiana Area**

*Area Covered: Marion County. The minority hiring goal in Marion County is 12.5 percent.*

**(c) Written Notification**

*The Contractor shall provide written notification to the Department within ten work days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor, employer identification number, estimated dollar amount of the contract, estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.*

**(d) 41 CFR 60-4.3 Equal Opportunity Clauses**

*The equal opportunity clause published as 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all non-exempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all non-exempt federally-assisted construction contracts and subcontracts. In addition to the clause described above, all Federal contracting officers, all applicants and all non-construction Contractors, as applicable, shall include the specification set forth in this section in all Federal and federally-assisted construction contracts in excess of \$10,000.00 to be performed in geographical areas designated by the Department pursuant to 41 CFR-60-4.6 of this part and in construction subcontracts in excess of \$10,000.00 necessary in whole or in part to the performance of non-construction Federal contracts and subcontracts covered under the Executive Order.*

1. *As used in these specifications:*
  - a. *“Covered area” means the geographical area described in the solicitation from which this contract resulted.*
  - b. *“Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.*
  - c. *“Employer Identification Number” means the Federal Social Security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941.*
  - d. *“Minority” includes:*
    - (1) *Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);*
    - (2) *Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);*
    - (3) *Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and*
    - (4) *American Indian or Alaskan Native original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.*
2. *Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000.00 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.*

3. *If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.*
4. *The Contractor shall implement the specific affirmative action standards provided in Paragraphs 7.a through 7.p of this specification. The goals set forth in the solicitation form which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization, the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.*
5. *Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.*
6. *In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.*
7. *The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:*

- a. *Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.*
- b. *Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organization when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.*
- c. *Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.*
- d. *Provide immediate written notification to the Department when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.*
- e. *Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the source compiled under 7b above.*



- f. *Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.*
- g. *Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.*
- h. *Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.*
- i. *Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.*
- j. *Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.*
- k. *Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.*
- l. *Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to see or to prepare for, through appropriate training, etc., such opportunities.*

- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not have discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.*
  - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.*
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.*
  - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.*
- 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations under 7.a. through 7.p. of this specification. The efforts of a contractors' association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7.a. through 7.p. of this specification provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.*
- 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).*
- 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.*

11. *The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.*
12. *The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspensions, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.*
13. *The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, of these specifications, the Department will proceed in accordance with 41 CFR 60-4.8.*
14. *The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records.*

*Records shall at least include for each employee the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, trainee, helper, or laborer), date of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.*

15. *Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).*

*The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally-Assisted Construction published as 41 CFR 32482 and commonly known as the Model Federal EEO Bid Conditions. The New Form shall not be used after the regulations in 41 CFR part 60-4 become effective.*

***(e) 41 CFR 60-4.5 Hometown Plans***

*If the Contractor is participating, either individually or through an association, in an approved Hometown Plan (including heavy highway affirmative action plans) it shall comply with its affirmative action obligations under Executive Order 11246 by complying with its obligations under the Plan: Provided, that each Contractor or subcontractor participating in an approved Plan is individually required to comply with the equal opportunity clause set forth in 41 CFR 60-1.4; to make a good faith effort to achieve the goals for each trade participating in the Plan in which it has employees; and that the overall good performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the Plan's goals and timetables. If the Contractor is not participating in an approved Hometown Plan it shall comply with the specifications set forth in 41 CFR 60-4.3 and with the goals and timetables for the appropriate area as listed in the Notice required by 41 CFR 60-4.2 with regard to that trade. For the purposes of 41 CFR 60-4, the Contractor is not participating in a Hometown Plan for a particular trade if it:*

- 1. Ceases to be signatory to a Hometown Plan covering that trade.*
- 2. Is signatory to a Hometown Plan for that trade but is not party to a collective bargaining agreement for that trade.*
- 3. Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with labor organizations which are not or cease to be signatories to the same Hometown Plan for that trade.*
- 4. Is signatory to a Hometown Plan for that trade and is party to a collective bargaining agreement with a labor organization for that trade but the two have not jointly executed a specific commitment in the Hometown Plan for that trade.*
- 5. In participating in a Hometown Plan for that trade which is no longer acceptable to the Office of Federal Contract Compliance Programs.*
- 6. Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade and the labor organization and the Contractor have failed to make a good faith effort to comply with their obligations under the Hometown Plan for that trade.*
- 7. If the Contractor participates in Hometown Plans, it must be able to demonstrate its participation and document its compliance with the provisions of the Hometown Plan.*

**(f) 41 CFR 60-4.6 Goals and Timetables**

*The Department, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate workforce, demographic or other relevant data and which shall cover construction projects, or construction contracts performed in specific geographical areas. The goals shall be applicable to each construction trade in a covered Contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2.*

**(g) 41 CFR 60-4.7 Effect on Other Regulations**

*The regulations in this part are in addition to the regulations contained in this chapter which apply to construction Contractors and subcontractors generally. So particularly, 41 CFR 60-1.4(a), (b), (c), (d), and (e); 60-1.5; 60-1.7; 60-1.8; 60-1.26; 60-1.29; 60-1.30; 60-1.32; 60-1.42; 60-1.43; and 41 CFR part 60-3; part 60-20; part 60-30; part 60-40; and part 60-50.*

**(h) 41 CFR 60-4.8 Show Cause Notice**

*If an investigation or compliance review reveals that a construction Contractor or subcontract has violated the Executive Order, any contract clause, specifications or the regulations in this chapter and if administrative enforcement is contemplated, the Department will issue to the Contractor or subcontractor a notice to show cause which shall contain the items specified in 41 CFR 60-2.2(c)(1). If the Contractor does not show good cause within 30 days, or in the alternative, fails to enter an acceptable conciliation agreement which includes where appropriate, make up goals and timetables, back pay, and seniority relief for affected class members, the compliance agency shall follow the procedure described in 41 CFR 60-1.26(b), provided that where a conciliation agreement has been violated, no show cause notice is required prior to the initiation of enforcement proceedings.*

**(i) 41 CFR 60-4.9 Incorporation by Operation of the Order**

*By operation of the Order, the equal opportunity clause contained in 41 CFR 60-1.4, 41 CFR 60-4.2 and 41 CFR 60-4.3 shall be deemed to be a part of every solicitation or of every contract and subcontract, as appropriate, required by the Order and regulations in this chapter to include such clauses whether or not they are physically incorporated in such solicitation or contract and whether or not the contract is written.*

**(j) Minority Hiring Goals by County**

| <i>COUNTY</i>      | <i>PCT.</i> | <i>COUNTY</i>     | <i>PCT.</i> | <i>COUNTY</i>      | <i>PCT</i>  |
|--------------------|-------------|-------------------|-------------|--------------------|-------------|
| <i>Adams</i>       | <i>4.4</i>  | <i>Hendricks</i>  | <i>12.5</i> | <i>Pike</i>        | <i>3.5</i>  |
| <i>Allen</i>       | <i>4.4</i>  | <i>Henry</i>      | <i>3.9</i>  | <i>Porter</i>      | <i>20.9</i> |
| <i>Bartholomew</i> | <i>9.7</i>  | <i>Howard</i>     | <i>4.4</i>  | <i>Posey</i>       | <i>4.8</i>  |
| <i>Benton</i>      | <i>1.5</i>  | <i>Huntington</i> | <i>4.4</i>  | <i>Pulaski</i>     | <i>18.4</i> |
| <i>Blackford</i>   | <i>3.9</i>  | <i>Jackson</i>    | <i>9.7</i>  | <i>Putnam</i>      | <i>9.7</i>  |
| <i>Boone</i>       | <i>12.5</i> | <i>Jasper</i>     | <i>18.4</i> | <i>Randolph</i>    | <i>3.9</i>  |
| <i>Brown</i>       | <i>9.7</i>  | <i>Jay</i>        | <i>3.9</i>  | <i>Ripley</i>      | <i>9.2</i>  |
| <i>Carroll</i>     | <i>1.5</i>  | <i>Jefferson</i>  | <i>9.6</i>  | <i>Rush</i>        | <i>9.7</i>  |
| <i>Cass</i>        | <i>3.7</i>  | <i>Jennings</i>   | <i>9.7</i>  | <i>St. Joseph</i>  | <i>7.1</i>  |
| <i>Clark</i>       | <i>11.2</i> | <i>Johnson</i>    | <i>12.5</i> | <i>Scott</i>       | <i>9.6</i>  |
| <i>Clay</i>        | <i>3.1</i>  | <i>Knox</i>       | <i>3.5</i>  | <i>Shelby</i>      | <i>12.5</i> |
| <i>Clinton</i>     | <i>1.5</i>  | <i>Kosciusko</i>  | <i>6.2</i>  | <i>Spencer</i>     | <i>3.5</i>  |
| <i>Crawford</i>    | <i>9.6</i>  | <i>LaGrange</i>   | <i>6.2</i>  | <i>Starke</i>      | <i>18.4</i> |
| <i>Daviess</i>     | <i>9.7</i>  | <i>Lake</i>       | <i>20.9</i> | <i>Steuben</i>     | <i>4.4</i>  |
| <i>Dearborn</i>    | <i>11.0</i> | <i>LaPorte</i>    | <i>18.4</i> | <i>Sullivan</i>    | <i>3.1</i>  |
| <i>Decatur</i>     | <i>9.7</i>  | <i>Lawrence</i>   | <i>9.7</i>  | <i>Switzerland</i> | <i>9.2</i>  |
| <i>Dekalb</i>      | <i>4.4</i>  | <i>Madison</i>    | <i>4.9</i>  | <i>Tippecanoe</i>  | <i>2.7</i>  |
| <i>Delaware</i>    | <i>5.3</i>  | <i>Marion</i>     | <i>12.5</i> | <i>Tipton</i>      | <i>4.4</i>  |
| <i>Dubois</i>      | <i>3.5</i>  | <i>Marshall</i>   | <i>7.1</i>  | <i>Union</i>       | <i>3.9</i>  |
| <i>Elkhart</i>     | <i>4.0</i>  | <i>Martin</i>     | <i>9.7</i>  | <i>Vanderburgh</i> | <i>4.8</i>  |
| <i>Fayette</i>     | <i>3.9</i>  | <i>Miami</i>      | <i>3.7</i>  | <i>Vermillion</i>  | <i>3.1</i>  |
| <i>Floyd</i>       | <i>11.2</i> | <i>Monroe</i>     | <i>3.1</i>  | <i>Vigo</i>        | <i>3.1</i>  |
| <i>Fountain</i>    | <i>1.5</i>  | <i>Montgomery</i> | <i>1.5</i>  | <i>Wabash</i>      | <i>3.7</i>  |
| <i>Franklin</i>    | <i>9.2</i>  | <i>Morgan</i>     | <i>12.5</i> | <i>Warren</i>      | <i>1.5</i>  |
| <i>Fulton</i>      | <i>6.2</i>  | <i>Newton</i>     | <i>18.4</i> | <i>Warrick</i>     | <i>4.8</i>  |
| <i>Gibson</i>      | <i>4.8</i>  | <i>Noble</i>      | <i>4.4</i>  | <i>Washington</i>  | <i>9.6</i>  |
| <i>Grant</i>       | <i>3.7</i>  | <i>Ohio</i>       | <i>9.2</i>  | <i>Wayne</i>       | <i>3.9</i>  |
| <i>Greene</i>      | <i>9.7</i>  | <i>Orange</i>     | <i>9.6</i>  | <i>Wells</i>       | <i>4.4</i>  |
| <i>Hamilton</i>    | <i>12.5</i> | <i>Owen</i>       | <i>9.7</i>  | <i>White</i>       | <i>1.5</i>  |
| <i>Hancock</i>     | <i>12.5</i> | <i>Parke</i>      | <i>2.5</i>  | <i>Whitley</i>     | <i>4.4</i>  |
| <i>Harrison</i>    | <i>9.6</i>  | <i>Perry</i>      | <i>3.5</i>  |                    |             |

**(k) Female Hiring Goal**

*The female hiring goal is 6.9 percent throughout the State. Minority females may be counted both as a minority and as a female. Double counting will be permitted for reporting on Form CC-257.*

100-C-151e TITLE VI ASSURANCES

(Adopted 05-01-08)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds or race, color, sex, age, disability, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Indiana Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding of payments to the contractor under the contract until the contractor complies, and/or (b) cancellation, termination or suspension of the contract, in whole or in part.

- 6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

100-C-188 2008 STANDARD SPECIFICATIONS

*(Revised 04-18-07)*

Wherever in the contract documents the 1999 or 2006 Standard Specifications are referenced, it shall be interpreted to mean the 2008 Standard Specifications.

100-C-214 CONSTRUCTION LETTING E-MAIL BOX

*(Revised 04-23-08)*

The Contractor has the option to submit certain contract bid documents, as defined in the proposal, either as original paper copies filed with the proposal or as electronic documents.

To submit electronic documents, the Contractor shall attach the documents to an e-mail sent to the following address:

[constructionletting@indot.in.gov](mailto:constructionletting@indot.in.gov)

To ensure that the electronic documents are placed in the correct contract folder with a date and time stamp and that they cannot be altered, the subject line of the e-mail shall contain the following information in the exact format shown:

CompanyNameDocumentTitleLettingDate-ContractNumber

The subject line shall contain no spaces, periods, commas, apostrophes or other punctuation marks other than the one hyphen indicated between CompanyNameDocumentTitleLettingDate and ContractNumber.

LettingDate shall be in the format MMDDYY.

ContractNumber shall be in the format AA####Z, where AA is the 1 or 2 letter prefix, ##### is the 5 digit number and Z is the 1 letter suffix.



The following is an example of the subject line for the Jones Construction Co., Inc., submitting a drug testing plan for contract IR-30999-A for a March 15, 2008 letting:

JonesConstructionCoIncDrugPlan031508-IR30999A

Documents must be time stamped by the INDOT e-mail box prior to the time stated in the advertisement.

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104-R-168 SCHEDULE OF OPERATIONS AND TRAFFIC CONTROL FOR UNDERSEALING,  
CONCRETE PATCHING, PLACING UNDERDRAINS, AND RESURFACING

(Revised 09-01-05)

The Standard Specifications are revised as follows:

SECTION 104, AFTER LINE 230, INSERT AS FOLLOWS:

***(e) Schedule of Operations and Traffic Control for Undersealing, Concrete Patching, Placing Underdrains, and Resurfacing***

*Unless otherwise directed or permitted, the work specified shall be arranged and prosecuted in accordance with the applicable requirements of 107 and 801, and as set out herein.*

*All necessary barricades, flashing arrow signs, suitable lights, danger signals, signs, flaggers, and other traffic control devices shall be provided, erected and maintained for the protection of the workers and the safety of the public. Such protection shall be in accordance with 107.12 and as shown on the plans or as directed. Traffic shall be maintained such that the flow of traffic is interrupted for the shortest amount of time possible.*

***1. Construction Sequence***

*The construction shall be done in the following sequence, unless otherwise directed.*

- a. Micro-surfacing operations shall begin following patching operations.*

*The names and telephone numbers of the Superintendent and one other responsible employee shall be furnished. They shall be on call or available at night, on weekends, or during other non-working periods. These employees shall oversee the repair or replacement of all traffic control devices which may become damaged or inoperative.*

***2. Lane Closures***

*Only one lane in each direction shall be closed at a time, except as noted below. Traffic maintenance setups shall not be spaced closer than 3 mi (5 km) from one another on a one-way roadway.*

*On all major holiday weekends ,two lanes of through traffic shall be maintained in each direction at all times from noon on the day before the weekend to 6:00 a.m. on the day after the weekend. Major holidays will be defined as New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. Traffic shall be maintained on other holidays as directed.*

*Two lanes of through traffic shall be maintained in each direction at all times during rush hour periods as directed. When work is performed during center lane closure on a three lane roadway, the median and center lanes may be closed during times other than rush hour periods as directed. Closure will be permitted for the center lane only at all other times.*

### **3. Resurfacing**

*During resurfacing operations, one lane of through traffic in each direction shall be maintained at all times from 5:00 a.m. to 9:00 p.m. A minimum on one lane of through traffic in each direction shall be maintained at all times from 9:00 p.m. to 5:00 a.m.*

*Extension of a HMA course will be permitted for one lane, or one lane and shoulder, for a full day's placement. Such HMA course shall be placed on the adjacent lane and shoulder on the following day. If the Contractor does not plan to work on the following day, then such HMA course shall be placed on the adjacent lane and shoulder on the same day. An overnight lane closure shall be maintained on all courses over 165 lb/sq yd (90 kg/m<sup>2</sup>). Such closure shall be as shown on the plans.*

*The beginning and ending of each course shall, at the end of each day's operations, be feathered as directed to provide a smooth transition to the driving surface.*

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#### 105-C-164 CELLULAR TELEPHONES/RADIOS

(Adopted 01-30-06)

The Contractor shall provide radio or cellular telephone/radio equipment and services, as specified below, for use by the Department on the contract.

Each radio or cellular telephone/radio unit shall be capable of 2-way radio communication with all other units provided under this contract. Each radio or cellular telephone/radio unit shall have a service coverage area that includes the limits of the contract. Each radio or cellular telephone/radio unit shall include a belt clip system, a 120v AC charger, and a 12v DC mobile charger.

All equipment shall be covered by normal manufacturer's warranties. All radio or cellular telephone/radio units and associated equipment will remain the property of the Contractor and will be returned to the Contractor upon completion of the contract.

The Contractor shall provide the following services for each radio or cellular telephone/radio unit.

**Radio Service**

Radio service shall include the following:

- (a) unlimited direct connect radio service
- (b) no cellular telephone service

**Cellular Telephone/Radio Service**

Cellular telephone/radio service shall include the following:

- (a) 1000 cellular telephone anytime minutes per month
- (b) unlimited nights and weekends service
- (c) unlimited direct connect radio service
- (d) voice mail and caller ID

The Department will be responsible for damage and/or loss of the units beyond that covered by normal manufacture's warranties, while in use by the Department. The Contractor shall provide replacement cellular telephone/radio units, batteries, chargers, etc within one business day of notification of need for the item.

The Contractor shall not enter into any agreement with any service provider or purchase any radio or cellular telephone/radio units for use by the Department until authorized by the Engineer. The Engineer will notify the Contractor a minimum of 10 business days prior to the need for the units.

Radio and cellular telephone/radio units will be paid for at the contract unit price per each. Radio and cellular telephone/radio service will be paid for at the contract unit price per month per each phone. Monthly charges for cellular telephone minutes in excess of those specified in the contract will be paid for by the dollar amount for the invoiced price per each occurrence as cellular telephone/radio, additional charges.

| <b>Pay Item</b>                                   | <b>Pay Unit Symbol</b> |
|---|------------------------|
| Cellular Telephone/Radio.....                     | 2 EACH                 |
| Cellular Telephone/Radio Service.....             | 6 MOS                  |
| Radio.....  | EACH                   |
| Radio Only Service.....                           | MOS                    |
| Cellular Telephone/Radio, Additional Minutes..... | DOL                    |

The Contractor shall provide a copy of the detailed invoice from the service provider for each cellular telephone/radio or radio unit each month.

107-C-029 EQUAL EMPLOYMENT OPPORTUNITY TRAINEE PROGRAM

(Revised 03-20-08)

The Standard Specifications are revised as follows:

SECTION 107, AFTER LINE 138, INSERT AS FOLLOWS:

*When the project is funded in total or in part by the United States Government and no Equal Employment Opportunity hours are shown in the Proposal book, the Contractor shall participate in the Department's Equal Employment Opportunity Trainee Program. Requirements for participation in the program are available on the Department's website or from the Department's Equal Opportunity Division. Failure by the Contractor to comply with this requirement may result in reduction or loss of prequalification to bid for future work.*

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107-C-208 USE OF CONES IN LIEU OF DRUMS

(Adopted 03-30-07)

SECTION 107, BEGIN LINE 416, DELETE AND INSERT AS FOLLOWS:

Pavements and shoulders having an edge drop of more than 3 in. (75 mm) shall be delineated with drums in accordance with 801.09. Delineation shall be at a maximum spacing of 200 ft (60 m). The use of cones in accordance with 801.08 will be permitted ~~during daylight hours in lieu of drums~~ *as shown on the plans except cones shall not be used for interstate lane restrictions.*

SECTION 801, BEGIN LINE 259, DELETE AND INSERT AS FOLLOWS:

Cones shall be made of a material to withstand impact without damage to striking vehicles. They shall have a substantial base to restrict overturning. Cones and tubular markers shall be as shown on the plans.

Cones shall be used only during temporary activities where portability is advantageous and they remain in place and do not create a hazard to traffic. The use of cones in lieu of drums will be permitted ~~during daylight hours unless otherwise directed~~ *as shown on the plans except cones shall not be used for interstate lane restrictions.*

Tubular markers shall be used for separating two-lane two-way traffic as shown on the plans or as directed.

Cones and tubular markers shall be secured in place either by weighting or adhesives. The use of metal bases will not be permitted.

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107-R-169 STATEMENTS ABOUT EXISTING CONDITIONS OF UTILITIES, ADDITIONAL  
RIGHT-OF-WAY, AND ENCROACHMENTS

(Revised 02-18-08)

The Standard Specifications are revised as follows:

SECTION 107, AFTER LINE 733, INSERT AS FOLLOWS:

**107.26 Existing Conditions of Utilities, Additional Right-of-Way, and  
Encroachments**

*Such existing conditions are as described below.*

**(a) Utilities**

*The status of all utility companies and organizations potentially involved with the work to be performed are described below as know at the time this contract was prepared.*

*The facilities of Southern Madison Utilities exist within the project limits, but are not expected to be affected by the proposed construction. If questions arise, Neal Mckee of the utility may be contacted at 765-534-3588. Email: [smuwater@embarqmail.com](mailto:smuwater@embarqmail.com)*

*The facilities of Town of Pendleton exist within the project limits, but are not expected to be affected by the proposed construction. If questions arise, Imon Bankson of the utility may be contacted at 765-778-4100. Email: [ibankson@town.pendleton.in.us](mailto:ibankson@town.pendleton.in.us)*

*The facilities of Duke exist within the project limits, but are not expected to be affected by the proposed construction. If questions arise, Jim Shields of the utility may be contacted at 812-375-2071. Email: [jim.shields@duke-energy.com](mailto:jim.shields@duke-energy.com)*

*The facilities of Marathon Pipeline exist within the project limits, but are not expected to be affected by the proposed construction. If questions arise, Terry Thompson of the utility may be contacted at 317-328-4395. Email: [tlthompson@mapllc.com](mailto:tlthompson@mapllc.com)*

*The facilities of Verizon exist within the project limits, but are not expected to be affected by the proposed construction. If questions arise, John Shipley of the utility may be contacted at 765-983-4578. Email: [john.shipley@verizon.com](mailto:john.shipley@verizon.com)*

*The facilities of Vectren exist within the project limits, but are not expected to be affected by the proposed construction. If questions arise, Brian Harger of the utility may be contacted at 765-648-3205. Email: [bharger@vectren.com](mailto:bharger@vectren.com)*

*The facilities of Fall Creek Regional Waste exist within the project limits, but are not expected to be affected by the proposed construction. If questions arise, Joe Rowlett of the utility may be contacted at 765-778-7544. Email: [thuttonfcrwd@earthlink.net](mailto:thuttonfcrwd@earthlink.net)*

**(b) Right-of-Way**

*There is no involvement of additional right-of-way for the contract.*

**(c) Encroachments**

*There is no involvement of encroachments for the contract.*

**(d) Other Noteworthy Conditions**

*There are no other noteworthy conditions which may affect the prosecution and progress of the contract.*

**(e) Preconstruction Conference Notification**

*The Contractor shall provide notification during the preconstruction conference about known corrections to or omissions of the information presented in 107.26(a) through 107.26(d) above. Otherwise, notification shall be provided as required in 105.06. Notifications regarding such corrections or omissions shall not alleviate the Contractor's inquiry or interpretation obligations as contained in 120 IAC 3-6-6.*

108-C-192 TEMPORARY EROSION CONTROL MEASURES

(Revised 03-20-08)

The Standard Specifications are revised as follows:

SECTION 108, BEGIN LINE 107, DELETE AND INSERT AS FOLLOWS:

An amended Erosion Control Plan shall be submitted in accordance with 327 IAC 15-5 for those areas not included in the Department submittal ~~or~~ as necessary for changes initiated by the Contractor. Items to include consist of sequencing of operations, *stockpile sites, equipment storage sites, plant sites, borrow and disposal areas*, and haul roads as well as any revision to the Department's submittal. All appropriate erosion control items shall be in place prior to disturbing the project site. A copy of the amended plan shall be provided to the Engineer.

*Borrow and disposal sites shall be in accordance with 203.08.*

*The Contractor shall submit the planned sequencing of erosion and sediment control measures to be used on the project to:*

|                                  |  |
|----------------------------------|--|
| <i>IDEM</i>                      | <i>Indiana Dept. of Transportation</i> |
| <i>Rule 5 Coordinator</i>        | <i>Senior Environmental Manager</i>    |
| <i>100 N. Senate Avenue</i>      | <i>Room N642</i>                       |
| <i>Mail Code 65-42 Room 1255</i> | <i>100 N. Senate Avenue</i>            |
| <i>Indianapolis, IN 46204</i>    | <i>Indianapolis, IN 46204</i>          |

*When required by 327 IAC 15-5, stockpile and storage sites shall be permitted by an IDEM Notice of Intent (NOI). The Contractor shall submit either a new IDEM NOI or revise the original NOI for the project. A copy of the new or revised NOI shall be submitted to the Engineer prior to any operations at a stockpile or storage site.*

*All information shall be submitted and approved prior to land disturbing activities. All appropriate erosion control items shall be in place prior to disturbing the project site. A copy of the amended plan shall be provided to the Engineer.*

The Contractor shall designate one or more of its employees *as an Erosion Control Supervisor. The Erosion Control Supervisor shall* ~~to~~ be responsible for the preparation, submittal, and ensuring receipt of the approval of the amended erosion control plan. Such individual(s) shall also be responsible for obtaining all other necessary permits including the wetland inspection and archaeological record check and field survey in accordance with 203.08, and for all environmental inspections. Such individual(s) shall oversee the installation of all erosion control measures and shall conduct ~~regular~~ *regular weekly and post-event inspections and perform all other tasks related to the installation, maintenance, and removal of erosion control measures. The Erosion Control Supervisor shall accompany personnel from IDEM or other governmental agencies, as required, during site visits by those agencies. and The Erosion Control Supervisor shall be responsible for completion of all reports in accordance with 205.*

*A minimum of 14 days prior to commencing work, the Contractor shall prepare and submit to the Engineer, for approval, an erosion control plan that includes, at a minimum, the following items:*

- (a) Locations of all proposed soil stockpiles.*
- (b) Locations of all proposed equipment storage areas, fueling locations, construction trailers, batch plants, and designated concrete truck washout areas.*
- (c) Proposed construction sequence and phasing of erosion control measures.*
- (d) Location of all construction entrances where vehicles and equipment will enter and exit the site.*
- (e) Material handling and spill prevention plan, which shall include a list of expected materials that may be present on the site during construction operations, as well as a written description of how these materials will be handled to minimize the potential that the materials may enter the storm water runoff from the site.*
- (f) Statements that the erosion control measures for the project shall, at a minimum, be inspected on a weekly basis and within 24 h of every 1/2 in. (13 mm) rain event.*
- (g) Monitoring and maintenance plan for erosion control measures.*

*The erosion control plan shall be signed by the Erosion Control Supervisor. The Engineer will submit the erosion control plan to the Department's Office of Environmental Services Permit Coordinator.*

The name(s) of the ~~designated individual(s)~~ *Erosion Control Supervisor* shall be furnished the Engineer at, or prior to, the preconstruction meeting. Should the designated individual(s) need to be replaced during the contract, replacements shall be designated within seven calendar days and notification shall be furnished the Engineer.

Permanent erosion control measures shall be incorporated into the work at the earliest practicable time as the construction progresses to stabilize the site.

In order to minimize pollution to bodies of water, the practices and controls set out below shall be followed.

- (a) When work areas are located in or adjacent to bodies of water, such areas shall be separated by a dike or other barrier to keep contained. Sediment disturbance of these bodies of waters shall be minimized during the construction and removal of such barriers.
- (b) All waterways shall be cleared as soon as practicable of false-work, temporary piling, debris, or other obstructions placed during construction operations.
- (c) Water from aggregate washing or other operations containing sediment shall be treated by filtration, a settling basin, or other means sufficient to reduce the sediment content.
- (d) Pollutants such a fuels, lubricants, asphalt, sewage, wash water, or waste from concrete mixing operations, and other harmful materials shall not be discharged into existing bodies of water.
- (e) All applicable regulations and statutes relating to the prevention and abatement of pollution shall be complied with in the performance of the contract.

SECTION 108, AFTER LINE 177, INSERT AS FOLLOWS:

*The cost of preparation of the erosion control plan shall be included in the cost of the various erosion and sediment control items.*

SECTION 205, AFTER LINE 33, INSERT AS FOLLOWS:

*Temporary erosion control measures shall be placed as soon as possible. Silt fence and sediment traps shall be installed prior to beginning earth disturbing activities.*

*Temporary seeding shall be placed on disturbed areas that are expected to be undisturbed for over 7 days or as directed by the Engineer.*

*Check dams shall be installed as soon as possible in areas of construction. Once ditches are to grade, permanent erosion control measures shall be placed as soon as possible and no later than 5 workdays after ditch grading is completed. During construction, if ditch flow patterns change, erosion control measures may need to be moved or adjusted so that no areas are left unprotected.*

*Pipe end sections and anchors shall be placed when the structure is installed. If the pipe end sections or anchors cannot be placed at the same time, temporary riprap splashpads shall be placed at the outlets of the pipes until the pipe end sections or anchors can be placed.*



SECTION 205, AFTER LINE 108, INSERT AS FOLLOWS:

**(o) Stable Construction Entrance**

*The Contractor shall provide a stable construction entrance at the points where construction traffic will enter onto an existing road. This entrance shall be a minimum of 12 ft wide, 50 ft long, and constructed of 12 in. of No. 2 stone. The radii shall be large enough to accommodate the vehicles utilizing the entrance. Additional stone may be required, as directed, to maintain the usefulness of the stable construction entrance. Where there is insufficient room for a stable construction entrance, other measures shall be taken to prevent the tracking of sediment onto the pavement.*

SECTION 205, AFTER LINE 118, DELETE AND INSERT AS FOLLOWS:

**205.04 Maintenance**

Temporary erosion and sediment control measures shall be inspected by the Contractor's *Erosion Control Supervisor* once every seven days and after *each rain activities activity*. Inspections shall be documented and records shall be maintained by the Contractor, to be made available for review upon request. Records shall include, at a minimum, the date, the inspector's name, the maintenance and corrections needed based on this inspection, and the status of previously identified deficiencies. The temporary protection measures shall be returned to good working conditions within 48 hours after inspection or as directed. Sediment shall be removed as approved and disposed of in accordance with 201.03 and 203.08. *Inspection records shall be kept until the entire contract is complete and has been permanently stabilized.*

SECTION 205, AFTER LINE 148, INSERT AS FOLLOWS:

*No. 2 stone for stable construction entrances will be measured by the ton (megagram) in accordance with 109.01(b).*

SECTION 205, LINE 166, INSERT AS FOLLOWS:

*for at the contract unit price per each unit installed. No. 2 stone for stable construction entrances will be paid for at the contract unit price per ton.*

SECTION 205, AFTER LINE 176, INSERT AS FOLLOWS:

*No. 2 Stone ..... TON (Mg)*

SECTION 205, AFTER LINE 213, INSERT AS FOLLOWS:

*The cost of constructing, maintaining, and removal of the stable construction entrance shall be included in the cost of No. 2 stone.*

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108-C-209 REPORTING SUBCONTRACT PAYMENTS

(Adopted 07-11-07)

The Standard Specifications are revised as follows:

SECTION 108, AFTER LINE 28, INSERT AS FOLLOWS:

*The Contractor shall submit monthly reports, in a format approved by the Department, of all payments made to subcontractors. Reports shall be submitted no later than 10 days after the end of each month in which a subcontractor is paid for work on the contract. Reports shall include any release of retainage payments made to subcontractors.*

108-C-210 DETERMINATION AND EXTENSION OF CONTRACT TIME

(Adopted 07-19-07)

The Standard Specifications are revised as follows:

SECTION 108, BEGIN LINE 335, DELETE AND INSERT AS FOLLOWS:

The Department may order suspension of work either wholly or in part, for a period of time for certain holidays. For such orders, *if the contract suspension is not stated in the contract documents*, the contract completion time will be adjusted as follows:

- (a) If the contract completion time is on a work day basis, no work days will be charged on those days that work on the controlling operation is suspended.
- (b) If the contract completion time is on a calendar day basis, all calendar days on which work on the controlling operation is suspended will be excluded.
- (c) If the contract completion time is a fixed calendar date, the contract will ~~not~~ be extended *by the number of days that work on the controlling operation is suspended*.
- (d) If the contract contains an intermediate completion time, said time will be adjusted in accordance with the requirements of (a) or (b), above as appropriate, provided that the suspension occurs within the time period while the intermediate completion time is in effect.

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109-C-211 COST REDUCTION INCENTIVE

(Adopted 07-19-07)

The Standard Specifications are revised as follows:

SECTION 109, DELETE LINES 330 THROUGH 499.

SECTION 109, AFTER LINE 500, INSERT AS FOLLOWS:

**109.04 Cost Reduction Incentive, CRI**

*The Contractor may submit a written proposal for modifying the Contract Documents for the purpose of reducing construction costs or contract time. The proposal shall produce a savings without impairing essential functions, characteristics, and timing of the project including, but not limited to, safety, service life, economy of operations, the traveling public, ease of maintenance, desired appearance, design standards and construction schedules.*

**(a) CRI Initial Requirements**

*The Contractor shall initially submit five copies of a brief proposal to the Department to illustrate the concept or idea. At a minimum, the Contractor shall submit the following.*

1. *A statement that the proposal is submitted as a conceptual CRI.*
2. *A brief proposal with graphics, if appropriate, to illustrate and describe the concept.*
3. *A brief description of the existing work and the proposed changes for performing the work including a discussion of the comparative advantages and disadvantages for each and how the proposal meets the original intent of the design.*
4. *An approximate cost estimate for performing the work under the existing contract and under the proposed change.*
5. *An approximate cost estimate of design and engineering fees associated with the proposed change.*
6. *A description of any effects the proposed change would have on Department costs other than those in the contract such as future construction, design, right-of-way, utilities, maintenance, and operations costs.*
7. *The amount of time that will be needed to develop a formal CRI proposal.*
8. *A statement of the date by which the Department must execute an agreement adopting the proposal to obtain the maximum cost reduction during the remainder of the contract time, the date the work must begin in order to not delay the contract, and the reasoning for this time schedule.*
9. *An approximate estimate of the effect the proposal will have on the time for completion of the contract, including development of the formal proposal, review by the Department and implementation.*
10. *The name of the redesign professional engineer, if any.*
11. *Reference to the applicable INDOT Design Manual provisions.*
12. *A statement regarding impacted permit requirements.*
13. *Identify any material not in current contract that the contractor proposes to use and corresponding applicable specifications.*

*The Department will notify the Contractor in writing within five business days after receipt of the proposal that the proposal has been rejected, accepted, or that a meeting needs to be arranged to discuss the proposed conceptual CRI. If the Department fails to respond within five business days, the proposal will be deemed rejected. If a meeting is requested, the Contractor shall arrange a meeting involving any professional engineer that will be used in development of the proposal; the engineer who designed the original plans or review engineer designated by the Department; contractor personnel; and INDOT personnel as determined by the Engineer. This meeting shall be held within 10 business days of receipt of the written notification, unless the Engineer approves additional time. At least two business days prior to the meeting, the Contractor shall provide a copy of its conceptual CRI to all persons invited to the meeting. Within 10 business days or a mutually agreed upon time after this meeting, INDOT will notify the Contractor in writing as to whether a complete CRI may be developed.*

**(b) CRI Formal Proposal Requirements**

*If a concept is accepted by the Department, a formal proposal shall be submitted with a statement identifying the proposal as a CRI and shall contain, at a minimum, information as follows:*

1. *A description of the difference between the planned work and the proposed change with a comparison of effects on safety, service life, economy of operations, the traveling public, ease of maintenance, desired appearance, design standards, and construction schedules.*
2. *Proposed changes in the contract documents. Documents showing design changes shall be signed and bear the seal of a licensed professional engineer. Design changes shall be supported by design computations as necessary for a thorough and expeditious evaluation.*
3. *The pay items, unit prices, and quantities affected by the change.*
4. *Complete, detailed cost estimates for performance of the work both as planned and as proposed.*
5. *The calendar date required for approval of the proposal in order to produce the savings indicated.*
6. *Locations and situations, including test results, in which similar measures have been successfully used.*
7. *A statement regarding the effect the proposal will have on the contract completion time.*
8. *A signed contract between the Contractor and the Contractor's redesign engineer, who prepared and sealed the plans for the CRI proposal, shall be submitted to the Department. The contract shall provide for the following:*

- a. *The Contractor's redesign engineer shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the redesign engineer under this contract. The redesign engineer shall correct or revise any errors or omissions in its designs, drawings, specifications, and other services. The Contractor's redesign engineer shall indemnify, defend, and hold harmless the State and its agents, officials, and employees, from all claims and suits including court costs, attorney's fees, and other expenses caused by any acts, errors, or omissions of the Contractor's redesign engineer, its agents, or employees, in connection with the CRI proposal.*
  - b. *Neither the Department's review, approval, nor acceptance of the plans for the CRI shall be construed to operate as a waiver of rights under the contract or cause of action arising out of the contract. The Contractor's redesign engineer shall be and shall remain liable to the Department for all damages caused by the Contractor's redesign engineer.*
  - c. *The rights and remedies of the Department provided in the contract are in addition to all other rights and remedies provided by law.*
  - d. *No terms between the Contractor and the redesign engineer shall adversely affect the Department's liability protection.*
9. *Contractor's engineering costs to develop the proposal shall be submitted with full documentation.*

*Additional information shall be provided as required to properly evaluate the proposed change. Failure to do so may result in rejection of the cost reduction incentive proposal.*

***(c) Approval of Formal CRI Proposal***

*The Engineer will be the sole judge as to whether a formal CRI proposal qualifies for consideration, evaluation, and approval. A proposal which requires excessive time or cost for review, evaluation, or investigation, or which is not consistent with Department design policies, may be rejected. A proposal may also be rejected if not submitted within the time frame specified in the Contractor's conceptual proposal, unless the Engineer approves additional time. Proposed changes in pavement design including materials or pavement type, changes in materials required to be installed by a certified installer, or changes in right-of-way will not be approved. A proposal which uses empirical design (AASHTO LRFD Bridge Design Specifications, Section 9.7.2) of the concrete bridge deck will not be considered or approved.*

*Only proposals which result in the Department's portion of the estimated net savings being \$10,000 or more will be considered. Except as provided in 109.04(d), the Department will not be liable for failure to accept or act upon a proposal submitted in accordance with the requirements herein or for delays to the work attributable to such proposal, unless an extension of time is provided as part of the agreed CRI proposal.*

*Original contract bid prices shall not be based on the anticipated approval of a CRI proposal. If the proposal is rejected, the contract shall be completed at the original contract prices. If a CRI proposal is not approved on or before the calendar date submitted by the Contractor in the CRI shown on the proposal, such proposal will be deemed rejected. In determining the estimated net savings, the contract prices bid may be disregarded if it is determined that such prices do not represent a fair measure of the value of the work to be performed or deleted.*

*The CRI proposal will not be approved if equivalent options are already available within the contract, or if the Department is already considering a change order to the contract which includes the proposal revisions.*

*If the CRI proposal is approved, it will be executed by means of a change order. The change order will show the changes in the plans and specifications necessary to permit the proposal to be put into effect and the net estimated savings will be set forth on the change order.*

*Upon approval, the Department will have the right to use, duplicate, and disclose in whole or in part, all data necessary for the subsequent adoption of the proposal for future projects.*

*The provisions of this specification will apply only to a contracts awarded to the lowest bidder in accordance with the Department's competitive bidding requirements.*

***(d) Payment for Design of Formal Proposal, if Rejected***

*Except as provided elsewhere herein, if the Department rejects the formal CRI proposal, the Contractor will be reimbursed for 50% of the Contractor's reasonable design costs incurred after the Department's acceptance of the CRI conceptual proposal.*

*The Contractor will also be reimbursed for 50% of the Contractor's reasonable design costs of an approved CRI proposal if the Department determines that the proposal is no longer feasible because of changes in field conditions or other conditions beyond the control of the Contractor. If written approval was given to proceed with the work, procure materials, begin fabrication, and rejection occurs, the work and fabrication costs will be reimbursed in accordance with 109.05. The Contractor will be compensated for materials ordered which are unique to the project based on the Contractor's cost minus salvage value if the Contractor is unable to return these items to the vendor. All such material may, at the option of the Department, be purchased at its actual cost.*

*There will be no reimbursement for costs incurred prior to the acceptance of the conceptual CRI proposal. The Contractor will not be reimbursed for design costs if a formal CRI proposal is rejected because it was not submitted within the time frame specified in the Contractor's conceptual proposal or additional time approved by the Engineer, if the Contractor fails to submit additional information requested by the Department, or if the design criteria used in the proposal does not comply with the Department's design standards.*

***(e) Other Conditions***

*The Contractor shall continue to perform the work in accordance with the contract requirements until a change order incorporating the CRI proposal has been approved. However, no contract work that will be affected by a CRI proposal shall be performed until the CRI proposal has been approved or rejected.*

*Prior to approval, the Engineer may modify a proposal with the concurrence of the Contractor, to enhance it or make it acceptable. If any modification increases or decreases the net savings resulting from the proposal, the Contractor's 50% share will be determined upon the basis of the proposal as modified.*

*The Department reserves the right to include in the change order the conditions it deems appropriate for consideration, approval and implementation of the CRI proposal. Acceptance of the change order by the Contractor shall constitute acceptance of such conditions. As a condition for considering a Contractor's CRI proposal, the Department also reserves the right to require the Contractor to share in the Department's costs of investigating the proposal. If this condition is imposed, the Contractor shall indicate acceptance in writing. Such acceptance shall constitute full authority for the Department to deduct amounts for the investigation from moneys due the Contractor under the contract.*

*The Engineer may reject, in accordance with 105.03 and 105.11, all or any portion of work performed under an approved CRI proposal.*

***(f) Time Savings Proposals***

*The Department will consider as a CRI proposal, any proposals that reduce contract time by changing phasing of the work, the traffic control plan, or design elements.*

*The Department will consider proposals that result in time savings and at the same time may increase the cost of the project. The Department will be the sole judge as to whether the benefits of completing the project or a project phase before the scheduled completion date or milestone, offsets an increase to the cost of the project.*

*The submittals for time savings will be reviewed using the CRI proposal process. The Contractor shall provide the Department sufficient information to enable the Department to evaluate the cost benefit of the savings.*

**(g) Adjustments to Contract Time**

*For approved formal CRI proposals the Department will adjust the applicable contract time as set out in the proposal. Any adjustment will be set forth in the change order for the CRI proposal. Depending on the Contractor's proposal, the adjustment will be an increase or decrease in the appropriate completion date.*

**(h) Method of Measurement**

*The work, as revised by the formal CRI proposal, will be measured as complete and in place and in accordance with the change order.*

**(i) Basis of Payment**

*The work, as revised by the formal CRI proposal, will be paid for as complete and in place and in accordance with the change order. In addition, 50% of the total net savings of the CRI proposal will be paid for separately as follows:*

- 1. An initial amount of 25% of the total estimated savings will be paid to the Contractor upon approval of the change order.*
- 2. Upon completion of all items of work included in the change order, the total net savings will be calculated and the Contractor will be paid the difference between 50% of the total net savings and the initial payment of 25% of the total estimated savings.*
- 3. A cost savings of not less than \$5,000.00 shall be guaranteed to the Department.*

*The actual formal CRI proposal net savings will be checked upon completion of the contract and determination of final quantities to determine if any payment adjustment is required.*

*Except for the time savings component of a formal CRI proposal, the total net savings will be determined by the difference between the cost of the revised work and the cost of the related work required by the original plans and specifications. The cost of the revised work includes the administrative costs incurred by the Department to review the proposal. These costs will be agreed to in the change order. Only those work items directly affected by the plan change will be considered in making the determination of net cost savings. Subsequent plan changes affecting the modified work items but not related to the CRI proposal will be excluded from such determination. Upon completion of all work included in the CRI proposal, the final total net savings will be determined by comparing the cost of the work based on the original contract quantities with the cost of the actual CRI proposal work performed. In determining the savings, the Department reserves the right to consider other factors in addition to the contract bid prices and proposed unit prices if, in the judgment of the Department, such prices do not represent a fair measure of the value of the work to be deleted from or added to the contract.*

*The net savings of a CRI proposal to reduce contract time will be determined by multiplying the number of days saved by the daily liquidated damages as set forth in Section 108.08 or as otherwise provided in the contract.*



*Redesign engineering, in accordance with this section, is defined as 50% of the contractor's reasonable design costs incurred after the Department's acceptance of the CRI proposal. Redesign engineering will be paid when a conceptual CRI has been accepted by INDOT but the final proposal is rejected.*

*Payment will be made under:*

| <b><i>Pay Item</i></b>                              | <b><i>Pay Unit Symbol</i></b> |
|---|-------------------------------|
| <i>Cost Reduction Incentive Proposal No. _____</i>  | <i>LS</i>                     |
| <i>Redesign Engineering, CRI Proposal No. _____</i> | <i>LS</i>                     |

109-C-213 CONTRACT LIENS

*(Adopted 07/27/07)*

Upon receipt of a claim under Indiana Code 8-23-9-26, the Department will retain out of the amount due the Contractor the amount of the claim. The amount to be retained will be withheld from partial payment estimates until the total amount of the claim has been retained.

In order to retain an amount when required by the code, the Engineer will apply a negative quantity to the contract liens pay item for the actual dollar amount of the claim. Upon resolution of the claim, the Engineer will post a positive quantity to the contract liens pay item equal to the amount originally retained. The final quantity of the contract liens pay item will be zero prior to final payment.

The contract unit price for contract liens will be one dollar.

Payment will be made under:

| <b><i>Pay Item</i></b>      | <b><i>Unit Symbol</i></b> |
|-----------------------------|---------------------------|
| <i>Contract Liens .....</i> | <i>DOL</i>                |

109-C-218 PAYMENT FOR EXTRA WORK

*(Adopted 03-20-08)*

The Standard Specifications are revised as follows:

SECTION 109, BEGIN LINE 501, DELETE AND INSERT AS FOLLOWS:

**109.05 Payment for Extra Work and ~~Force Account Work~~**

*Extra work performed in accordance with 104.03 will be paid for by one of the following methods:*

**(a) Agreed Price**

Extra work performed in accordance with 104.03 will be paid for at the agreed upon unit prices or lump sum prices as approved on the change order documented on approved change order. The Contractor shall, when directed, furnish a cost breakdown to substantiate a unit price or lump sum price.

**(b) Force Account**

However, the The Department may require the Contractor to do such perform extra work on a force account basis when a price cannot be agreed upon in accordance with 109.05(a). The Contractor shall, when directed, submit a written proposal for the extra work prior to the start of the work. When directed, the proposal shall include the planned labor, materials, equipment, and schedule for the work. Extra work performed by force account will be documented on an approved change order and will to be compensated in the following manner:

**(a) 1. Labor Costs**

For all labor and foremen in direct charge of the specific operations, the Contractor will receive the rate of wage, or scale, agreed upon in writing before beginning work for each hour that said labor and foremen are actually engaged in such work.

The Contractor will receive the actual costs paid to, or in behalf of, workmen by reasons of subsistence and travel allowances, worker's compensation insurance premiums, unemployment insurance contributions, social security taxes, health and welfare benefits, pension fund benefits, or other benefits when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the work. The Contractor shall furnish satisfactory evidence of the rate or rates paid for insurance premiums and tax.

An amount equal to 20% of the sum of the above items will also be paid the Contractor.

**(b) 2. Bond and Insurance**

For bond premium and property damage and liability insurance premiums, the Contractor will receive the actual cost, to which cost 10% will be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such bond premium and insurance premiums.

**(c) 3. Materials**

For materials accepted and used, the Contractor will receive the actual cost of such materials delivered on the work, including transportation charges paid by the Contractor, exclusive of machinery rentals as hereinafter set forth, to which cost 12% will be added.

**(d) 4. Equipment**

For Contractor owned machinery or special equipment other than small tools as defined herein, the rates shall be not more than those listed in the current Rental Rate Blue Book as published by ~~Dataquest, Inc.~~ *EquipmentWatch®*. *The rate used shall be the FHWA hourly rate which is the ownership cost rate plus the operating cost rate. Regardless of the time used, this the ownership cost rate shall be the hourly rate obtained by dividing the monthly Blue Book rate by 176 with appropriate adjustments made for region and age. Actual fuel, lubricant and transportation costs may be added to the rental cost FHWA rate. Small tools will be defined as tools costing less than \$500 each, or an aggregate total of \$1,000 or less.*

For machinery or special equipment not owned by the Contractor, the rate shall be as shown on invoices. Actual fuel, lubricant and transportation costs may be added to the rental cost. *The Engineer may designate the use of the fuel percentage of the Rental Rate Blue Book operating cost rate in lieu of actual fuel and lubricant costs. No payment will be made for repairs to rented equipment.*

*For equipment that is operational, on-site, and necessary for force account work, but is idle due to conditions beyond the control of the Contractor, a standby rate will apply. The standby rate will also apply during the period of transportation and on-site assembly and disassembly of the equipment for transportation purposes. The standby rate will be the published ownership cost rate reduced by 50 percent. Standby time will not be paid for in excess of 8 hours per day minus the number of hours paid for at the FHWA rate per day; or 40 hours per week minus the number of hours paid for at the FHWA rate per week. If rented equipment necessary for force account work is idle, the Department will pay the Contractor for the actual invoice rates for the duration of the idle period.*

*The Contractor shall provide a list of all information needed to verify the Blue Book rental rate for each piece of equipment. The information shall include the equipment type, manufacturer name, model number, year, any attachments used, and any other information necessary to determine the proper rate.*

The Contractor will receive payment for the total costs agreed upon to which sum 12% will be added.

**(e) 5. Miscellaneous**

No additional allowance will be made for general superintendence or other costs for which no specific allowance is herein provided.

**(f) 6. Subcontracting**

For administration costs in connection with approved subcontract work, the Contractor shall receive an amount equal to 10% of the first \$3,000 and 7% thereafter, or the total cost of such work computed as set forth above.

**(g) 7. Compensation**

The Contractor and the Engineer shall compare records of the cost of work done as ordered on a force account basis at the end of each day. These records shall be made in duplicate and signed by both. Each shall retain one copy.

**(h) 8. Statements**

No payment will be made for work performed on a force account basis until the Contractor has furnished triplicate itemized statements of the cost of such force account work detailed as follows:

1. *a.* name, classification, date, daily hours, total hours, rate, and extension for each laborer and foreman;
2. *b.* designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment;
3. *c.* quantities of materials, prices, and extensions;
4. *d.* transportation of materials;
5. *e.* cost of property damage, liability and worker's compensation insurance premiums, unemployment insurance contributions, and social security tax.

Statements shall be accompanied and supported by receipted invoices for all materials used and for transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from its stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

If the Contractor fails or refuses to prosecute extra *work* or force account work as directed, the Department may withhold payment of all current estimates until the Contractor's failure or refusal is eliminated.

**(i) Cost Breakdown**

~~In case the work is performed as extra work, the Contractor shall, when directed, furnish a cost breakdown to substantiate a lump sum price or unit price.~~

111-C-178 STOCKPILED MATERIALS

(Adopted 09-01-05)

The Standard Specifications are revised as follows:

SECTION 111, BEGIN LINE 9, DELETE AND INSERT AS FOLLOWS:

be incorporated into the work and delivered in the vicinity of the project, or stored in approved storage facilities. Such materials shall be limited to structural steel, concrete structural members, ~~pavement~~ reinforcing steel, pavement contraction joints, granular base and subbase materials, aggregates for HMA and concrete pavements, and structural supports for signals, signs, and luminaires.

*In addition to the aforementioned, the Department will consider the stockpiling of other steel products, such as guardrail, culvert pipe, etc if it has been determined that a critical shortage of material would cause delay to the project.*

SECTION 111, BEGIN LINE 115, DELETE AS FOLLOWS:

Approval of partial payment for stockpiled materials will not constitute final acceptance of such materials for use in completing the work. Structural steel members and ~~pavement~~ reinforcing steel may be subjected to additional inspection and testing prior to final acceptance and incorporation into the work. All other stockpiled pay items will be subjected to additional inspection and testing prior to final acceptance and incorporation into the work.

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411-R-432 WARRANTED MICRO-SURFACING

(Revised 07-20-06)

The Standard Specifications are revised as follows:

SECTION 411, BEGIN LINE 1, INSERT AS FOLLOWS:

**SECTION 411 – WARRANTED MICRO-SURFACING**

**411.01 Description**

*This work shall consist of furnishing materials and the construction of warranted micro-surfacing for rut filling and surface leveling applications in accordance with 105.03.*

*The Contractor shall be responsible for the warranted micro-surfacing for a period of three (3) years after the date all warranted micro-surfacing is completed and open to unrestricted traffic.*

*A Quality Control Plan in accordance with 411.16 shall be prepared and submitted to the Engineer at least 15 days prior to commencing micro-surfacing operations.*

**MATERIALS**

**411.02 Materials**

*Materials shall be in accordance with the following:*

|  |                    |
|--|--------------------|
| <i>Asphalt Emulsion.....</i>                         | <i>As Defined*</i> |
| <i>Coarse Aggregates – Class B or Higher **.....</i> | <i>904</i>         |
| <i>Fine Aggregates ***.....</i>                      | <i>904</i>         |
| <i>Portland Cement, Type I.....</i>                  | <i>901.01(b)</i>   |
| <i>Water.....</i>                                    | <i>913.01</i>      |

*\* Polymer Modified Asphalt Emulsion shall be a quick-set, CSS-1h emulsion in accordance with AASHTO M 208 except the cement-mixing test is waived. The polymer material shall be milled or blended into the emulsion or blended into the emulsifier solution prior to the emulsification process. The minimum polymer solids content will be 3.0% based on the residual of the emulsion. Mix set additives shall be added as required to provide control of the quick-set properties. Additional requirements shall be in accordance with the following.*

| Characteristics          | Test Method  | Requirement |
|--------------------------|--------------|-------------|
| Residue (Note 1)         | AASHTO T 59  | 62+         |
| Softening Point, °F (°C) | AASHTO T 53  | 140+ (60+)  |
| Viscosity @140°F (60°C)  | AASHTO T 202 | 8000+       |

NOTE 1. The temperature for this test shall be held below 180°F (82°C). The sample is oven evaporated on a glass plate at 77°F (25°C) for 24 h (forced draft oven). Material is then scraped from the plate with a razor blade tool.

\*\* The coarse aggregate angularity shall be a minimum of 95% in accordance with ASTM D 5821. The coarse aggregate for rut filling shall be limestone, dolomite, crushed gravel, sandstone, ACBF, or SF.

\*\*\* The fine aggregate for micro-surface shall be limestone, dolomite, crushed gravel, sandstone, ACBF, or SF. The fine aggregate angularity shall be a minimum of 45 in accordance with AASHTO T 304 Method A. The clay content of the blended aggregate material from the fine and coarse aggregates shall meet a minimum sand equivalency of 50 in accordance with AASHTO T 176. The surface leveling application aggregate type shall be based on the ESAL category as follows:

| Fine Aggregate Type           | Traffic ESALs |              |              |
|-------------------------------|---------------|--------------|--------------|
|                               | < 3,000,000   | < 10,000,000 | ≥ 10,000,000 |
| Air-Cooled Blast Furnace Slag | Yes           | Yes          | Yes          |
| Steel Furnace Slag            | Yes           | Yes          | Yes          |
| Sandstone                     | Yes           | Yes          | Yes          |
| Crushed Dolomite              | Yes           | Yes          | Note 1       |
| Polish Resistant Aggregates   | Yes           | Yes          | Note 1       |
| Crushed Stone                 | Yes           | No           | No           |
| Gravel                        | Yes           | No           | No           |

NOTE 1. Polish resistant aggregate or crushed dolomite may be used when blended with ACBF or sandstone but cannot exceed 50% of the coarse aggregate by weight (mass), or cannot exceed 40% of the coarse aggregate by weight (mass) when blended with SF.

**411.03 Design Mix Formula**

The Contractor shall submit a Design Mix Formula, DMF, for the specific materials to be used on the project to the District Testing Engineer one week prior to use. The DMF shall state the following (all percentages are based on the dry weight of the aggregate):

- (a) source of each individual material
- (b) The aggregation gradation shall be in accordance with the following:

| <i>Sieve Size</i>       | <i>Leveling</i> | <i>Rut Filling</i> |
|-------------------------|-----------------|--------------------|
| <i>3/8 in. (9.5 mm)</i> | <i>100</i>      | <i>100</i>         |
| <i>No. 4 (4.75 mm)</i>  | <i>85-100</i>   | <i>70-90</i>       |
| <i>No. 8 (2.36 mm)</i>  | <i>50-80</i>    | <i>45-70</i>       |
| <i>No. 16 (1.18 mm)</i> | <i>40-65</i>    | <i>28-50</i>       |
| <i>No. 30 (600 μm)</i>  | <i>25-45</i>    | <i>19-34</i>       |
| <i>No. 50 (300 μm)</i>  | <i>13-25</i>    | <i>12-25</i>       |
| <i>No. 100 (150 μm)</i> | <i>7-18</i>     | <i>7-18</i>        |
| <i>No. 200 (75 μm)</i>  | <i>5-15</i>     | <i>5-15</i>        |

- (c) *percentage of aggregate*  
 (d) *percentage of mineral filler (minimum and maximum)*  
 (e) *percentage of water (minimum and maximum)*  
 (f) *percentage of mix set additives (if required)*  
 (g) *percentage of polymer modified CSS-1h emulsified asphalt*  
 (h) *state the quantitative effects of moisture content on the unit weight of the aggregate*  
 (i) *results for the tests in the following:*

| <i>Characteristic</i>  | <i>Test Method<br/>ISSA*</i> | <i>Requirement</i>               |
|--|------------------------------|----------------------------------|
| <i>Wet Cohesion<br/>30 Minutes, Min. (Set<br/>Time)<br/>60 Minutes, Min.<br/>(Traffic)</i> | <i>TB-139**</i>              | <i>12 kg-cm<br/>20 kg-cm</i>     |
| <i>Wet Stripping, Min.</i>   | <i>TB-114</i>                | <i>90%</i>                       |
| <i>Wet Track Abrasion Loss<br/>60 Minutes Soak, Max.</i>                                   | <i>TB-100</i>                | <i>536 g/m<sup>2</sup></i>       |
| <i>Saturated Abrasion<br/>Compatibility, Max</i>   | <i>TB-144</i>                | <i>3g loss</i>                   |
| <i>Mix Time @ 77°F (25°C)</i>  | <i>TB-113**</i>              | <i>Controllable to 120<br/>s</i> |
| <i>Mix Time @ 104°F<br/>(40°C)</i>   | <i>TB-113**</i>              | <i>Controllable to 35<br/>s</i>  |

\* International Slurry Surfacing Association

\*\* The TB-139 (set time) and TB-113 (mix time) tests shall be checked at the highest temperature expected during construction. For the TB-113 test at 40°F (104°C), all ingredients and containers shall be preheated.

#### **411.04 Pre-Paving Coordination**

*A pre-paving meeting between the Contractor and Engineer will be held on-site prior to beginning work. The agenda for this meeting will include as a minimum:*

- (a) contractor's detailed work schedule*
- (b) traffic control plan*
- (c) calibration of equipment*
- (d) Design Mix Formula/Job Mix Formula*
- (e) inspection and evaluation of the condition and adequacy of equipment, including units for transport of materials*
- (f) conflict resolution team members*

## **CONSTRUCTION REQUIREMENTS**

### **411.05 Preparation of Surfaces**

*The Contractor shall be responsible for all surface preparation including cleaning and the removal of all pavement markings and all other work that may affect the performance of warranted micro-surfacing. Drainage structures, monument boxes, water shut-offs, etc., shall be protected during application of material.*

### **411.06 Opening to Traffic**

*The latex modifier shall be capable of producing an emulsified asphalt paving mixture that cures at a rate, which shall permit traffic on the pavement within one hour after application without damaging the pavement surface.*

### **411.07 Finished Pavement Properties**

*The surface area shall not contain ripples greater than 1/8 in. (3 mm) measured by a 3 ft (1 m) straight edge. The surface shall not exhibit tear marks greater than 1/2 in. (13 mm) wide and 4 in. (100 mm) long, or a mark greater than 1 in. (25 mm) wide and 1 in. (25 mm) long.*

*The longitudinal construction joints and lane edges shall coincide with the proposed painted lane lines. Longitudinal joints shall be constructed with less than a 3 in. (75 mm) overlap on adjacent passes and no more than 1/4 in. (6 mm) overlap thickness measured with a 10 ft (3 m) straight edge in accordance with 409.03(f). If applicable, overlapping passes shall be on the uphill side to prevent ponding of water. Construct neat and uniform transverse joints with no more than a 1/8 in. (3 mm) difference in elevation across the joint as measured with a 10 ft (3 m) straight edge. The edge shall be neat and uniform with no more than 2 in. (50 mm) of horizontal variance in any 100 ft (30 m).*

*For multiple course applications, the surface of a lane shall not deviate more than 1/4 in. (6 mm) in the wheel path when measured transversely with a 10 ft (3 m) straight edge.*

### **411.08 Warranty**

*Upon completion of all warranted micro-surfacing and opening to unrestricted traffic, the Warranty Bond shall be in effect for a total of three (3) years. The warranty bond shall be properly executed by a surety company satisfactory to the Department and be payable to the State of Indiana and submitted with the bid.*



*The warranty bond shall be an amount equal to 100% of the contract total for the warranted micro-surfacing excluding patching or other work included in the contract. The bond is intended to insure completion of required warranty work, including payments for all labor, equipment, materials and closure periods used to remediate any warranted distresses.*

*Upon the final acceptance of the project, the contractual obligations of the Contractor are satisfied as long as the micro-surfacing continues to meet or exceed the warranted values as defined herein.*

*All warranty work shall be accomplished in accordance with 411.10. At the end of the warranty period, the Contractor will be released from further warranty work or responsibility, provided all previous warranty work has been satisfactorily completed and approved by the Department.*

**411.09 Conflict Resolution Team**

*The scope of the Team includes all issues concerning the warranted pavement relative to the quality control plan, material selection, warranted pavement evaluations, distress indicators, remedial action, and remediation plans.*

*The Team will consist of two Contractor representatives, two Department (District and Central Office) representatives, and a fifth person mutually agreed upon by both the Department and the Contractor. All costs for the fifth person will be equally shared between the Department and the Contractor. The Team members will be identified in writing at the pre-construction meeting and will be knowledgeable in the terms and conditions of this warranty and the methods used in the measurement and calculation of pavement distress. Should any impasse develop, the Team will render a final recommendation to the Chief Engineer by a majority vote. Each member has an equal vote.*

**411.10 Warranty Work**

*During the warranty period, remedial work shall be performed at no cost to the Department and shall be based on the results of pavement distress surveys. Remedial work to be performed and materials to be used shall be a decision of the Contractor with approval of the Department. Prior to proceeding with any warranty work or monitoring, a Miscellaneous Permit shall be obtained from the Department.*

*During the warranty period, the Contractor may monitor the warranted micro-surfacing using non-destructive procedures. All proposed remedial action(s) shall be coordinated with the Department.*

*Coring, milling or other destructive procedures may not be performed by the Contractor, without prior consent of the Department. The Contractor will not be responsible for damages to the pavement as a result of coring, milling or other destructive procedures conducted by the Department.*

*The Contractor will have the first option to perform the remedial work. If, in the opinion of the Department, the problem requires immediate attention for safety of the traveling public and the Contractor cannot perform the remedial work within 24 hours, the Department has the option to have the remedial work performed by other forces. The Contractor shall be responsible to pay for all the costs incurred. Remedial work performed by other forces will not alter the requirements, responsibilities, or obligations of the warranty.*

**411.11 Pavement Distress Indicators, Thresholds, and Remedial Action**

*The Department will use the following pavement distress indicators throughout the warranty period:*

- (a) Rutting – displacement of the micro-surfacing transversely to create a rut*
- (b) Delamination – physical separation of the micro-surfacing*
- (c) Raveling – wearing away of the micro-surfacing*
- (d) Skid Resistance – friction number*

*The Department procedures for the measurement, evaluation, and reporting of pavement distresses for warranted micro-surface pavements are contained in 411.17.*

*The threshold values for each 300 ft (100 m) evaluation section are as follows:*

|                             |  |
|-----------------------------|--|
| <i>Rut Depth.....</i>       | <i>6 mm</i>                              |
| <i>Delamination.....</i>    | <i>0.1%</i>                              |
| <i>Raveling.....</i>        | <i>0.1%</i>                              |
| <i>Friction Number.....</i> | <i>average 35, no value less than 25</i> |

*The Department will monitor the warranted micro-surfacing during the warranty period. A final condition survey will occur and the Contractor will be notified in writing of all required warranty work at least 90 days in advance of the expiration of the Warranty Bond.*

*If any of the threshold levels are met or exceeded, the Contractor shall recommend remedial action to the Department. After the remedial action is approved, the Contractor shall perform the remedial work.*

*Remedial action shall be performed on all segments of the project where the threshold levels are met or exceeded. If areas of warranted pavement, which are not within the measured area, are suspected of meeting or exceeding a threshold level, the Department will conduct a distress survey to see if a threshold level has been met or exceeded.*

*Remedial action shall be taken by October 1 of the same calendar year as the Contractor is notified that a threshold level has been met or exceeded. If, anytime during the warranty period, 30% or more of the project segment require, or have received remedial action, the entire project shall receive a remedial action as determined by the Contractor and the Department. If an impasse develops, the Team will make a final recommendation.*

*If remedial action work or elective/preventive action work performed by the Contractor necessitates a corrective action to the pavement markings, adjacent lane(s) or roadway shoulders, such corrective action to the pavement markings, adjacent lane(s), and shoulders shall be the responsibility of the Contractor.*

*Warranty requirements for all remediation work will be limited to the life of the original contract warranty.*

*If any of the threshold levels are met or exceeded and the Contractor does not agree to the pavement distress survey results or, the Department does not agree with the proposed remedial action, the Team will provide a recommendation within 30 days.*

*The Contractor will not be held responsible for distresses that are caused by factors beyond the control of the Contractor. For example, the Contractor will be relieved of the responsibility for the rutting threshold if the cause is not transverse movement of the micro-surfacing. The Contractor shall be responsible for materials and workmanship problems.*

**411.12 Elective/Preventive Action**

*Elective/preventive action will be the Contractor’s option with the concurrence of the Department.*

**411.13 Department Maintenance**

*The Department will perform routine maintenance during the warranty period such as plowing, applying de-icing chemicals, repairs to safety appurtenances, pavement markings, mowing and sign maintenance. The Department, during the warranty period, will perform no routine pavement surface maintenance activities.*

**411.14 Method of Measurement**

*Warranted micro-surfacing will be measured by the square yard (square meter). The width of the pavement course will be the width placed. The length will be measured along the centerline of each roadway or ramp.*

**411.15 Basis of Payment**

*Warranted micro-surfacing will be paid for at the contract unit price per square yard (square meter) of micro-surface, warranted complete in place.*

*Payment will be made under:*

**Pay Item Pay Unit Symbol**

*Micro-Surfacing, Warranted.....SYD (m2)*

*The cost of furnishing materials, equipment, labor, and tack coat, if required, and all incidentals shall be included in the cost of micro-surfacing, warranted.*

**411.16 Quality Control Plan for Warranted Micro-Surfacing**

The Contractor shall produce a mixture that will be in compliance with the DMF and the quality control tolerances. The methods described in this section shall be used by the Contractor to measure compliance. The Contractor shall maintain all quality control documentation and make a copy available to the Engineer upon request or at completion of the contract.

**(a) Fine Aggregate**

The Contractor shall sample from the project stockpile and test for gradation at a rate of one per 500 t (500 Mg) of aggregate used, or a minimum of one per day of mixture production. The quality control tolerances from the DMF are as follows:

| Sieve Size            | Tolerance |
|-----------------------|-----------|
| No. 4 (4.75 mm)       | ± 5.0%    |
| No. 8 (2.36 mm)       | ± 5.0%    |
| No. 16 (1.18 mm)      | ± 5.0%    |
| No. 30 (600 $\mu$ m)  | ± 5.0%    |
| No. 50 (300 $\mu$ m)  | ± 4.0%    |
| No. 100 (150 $\mu$ m) | ± 3.0%    |
| No. 200 (75 $\mu$ m)  | ± 3.0%    |

**(b) Sand Equivalent Test**

ASTM D 2419 shall be performed with each applied aggregate gradation. Quality control tolerance is ± 7% of the DMF as established in the mix design.

**(c) Asphalt Content**

The Contractor shall calculate the percent asphalt content of the mixture from the equipment counter readings randomly, a minimum of three times a day. The quality control single test tolerance is ± 0.5% and the average daily asphalt content is ± 0.2% from the DMF.

**(d) Application Rate**

The Contractor shall calculate the yield of the course being placed from the equipment counter readings randomly, a minimum of three times a day. The quality control tolerance from the specified application rate is ± 1.8 lb/syd (± 1 kg/m<sup>2</sup>).

**(e) Documentation**

The Contractor shall maintain a daily report, providing the following information.

1. Control section
2. Job number
3. Route
4. Date
5. Air temperature
6. Control settings (calibration values, unit weight of emulsion, percent residue of emulsion)

7. Beginning and ending intervals
8. Counter readings (and beginning, and ending, and total)
9. Length, width, total area, aggregate quantity, emulsion quantity
10. Percent of each material, percent of asphalt cement, application rate, combined application rate
11. Contractor's authorized signature
12. Aggregate gradations
13. Aggregate delivery tickets
14. Asphalt emulsion bill of lading
15. Sand equivalent value

*A statement that all material certification, production test reports, quality control charts, test equipment certifications and calibrations, and all other material and/or design or production related records shall be maintained for a period to include the terms of the warranty. The records, either electronic and/or hard copies, shall be maintained in a readily accessible location for access by the Department at any time. Upon completion of the placement, and the opening of the warranted micro-surfacing to traffic, a copy of all records shall be provided to the Department.*

***411.17 Measurement, Evaluation And Reporting Of Pavement Distress For Warranted Micro-surfacing***

*The Department will perform routine evaluations of the warranted pavement during the warranty period. During the warranty period, the Contractor has the right, with Department concurrence, to independently review the condition of the warranted pavements for their use and information.*

***(a) Measurement***

*The Department will be using the Friction and the Highway Performance Monitoring System (HPMS) programs to evaluate the warranted pavement distress indicators.*

1. *The Office of Research oversees the friction Testing Program. Warranted pavement friction program will be in accordance with Section 5.3 of the program, dated December 2003 or later.*
2. *The Planning Division oversees the Highway Performance Monitoring System program.*

***(b) Evaluation***

*The Department will evaluate the condition of the pavements on the Interstate system annually and bi-annually for non-Interstate routes for the identified pavement performance indicators. During the warranty period, exclusive of the last year, the evaluations will be conducted on driving lanes throughout the length of the project except for friction testing which will be conducted on the driving and passing lane or middle lane or No. 2 lane for multi-lane facilities. The final year evaluations will be conducted in every lane throughout the length of the project for all pavement performance indicators.*

**(c) Friction**

*Friction testing on the warranted micro-surfacing contract section will be by the use of a Locked Wheel Trailer as defined by ASTM E 274 and a smooth tire in accordance with ASTM E 524. Friction tests will be conducted in all lanes at each reference post and at the halfway point between the reference posts. A minimum of 11 tests will be conducted. If the number of tests is less than 11, additional tests will be taken at the quarter point between the reference post and the halfway point. The number of locations will depend on the length of the project. The friction values of each site per lane will be determined.*

**(d) Rutting**

*The Department will rate rutting at the time of routine condition survey for the warranted micro-surface.*

*Sensors on the van will measure the rut depth of each wheel path in an approximation of the measurement obtained using the commonly accepted four-foot straight-edge method. The readings shall be continuous along the length of the segment. The average rut depth of both wheel paths for each 300 ft (100 m) segment will be determined.*

*The rut measurement will be made with the van using at least three/five readings across the pavement surface. These readings will be taken at the approximate right wheel path center, center of the lane, left wheel path center. The sensors measure the relative height from the sensor to the surface and calculate the rut as the relative differences of the readings.*

**(e) General Pavement Distresses**

*The Department will monitor pavement warranty performance for acceptance. Delamination, ravelling, and rutting are measured the entire length of the warranty contract section, but only in the specific lanes. Friction is not sampled continuously in the sections. If any values exceed the thresholds, more detailed testing and inspection may be conducted to determine the extent and limits of the deficiency. All areas outside the tested lanes or sample sections observed to show deficiencies may also be tested and used to determine the pavement warranty acceptability and to verify the uniformity of the quality of the project.*

**(f) Reporting**

**1. Friction Testing Evaluation**

*The Office of Research will prepare a summary report of the results of the testing and submit the results to the Manager, Office of Pavement Engineering.*

**2. Rutting Testing Evaluation**

*The Manager, Office of Pavement Engineering will prepare a summary report of the results of the testing.*

**3. Performance Pavement Distress Indicators Evaluation**

*The Office of Pavement Engineering will compile the results and determine the acceptability of the sections as compared to the threshold values listed in 411.11. A recommendation will be submitted to the State Construction Engineer for final acceptance/remediation. Final acceptance will not be recommended prior to receipt of the Warranted Project Quality Control Information in accordance with 411.16.*

**411.18. Final Warranty Acceptance**

*The State Construction Engineer will review the recommendation and issue a Final Warranty Acceptance letter.*

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628-R-552 FIELD OFFICE, FIELD LABORATORY, COMPUTER SYSTEMS AND OFFICE MACHINES

(Revised 04-25-08)

The Standard Specifications are revised as follows:

SECTION 105, LINE 593, DELETE AND INSERT AS FOLLOWS:

**105.17 ~~Field Office~~ Blank**

SECTION 105, DELETE LINES 594 THRU 954.

SECTION 106, LINE 168, DELETE AND INSERT AS FOLLOWS:

**106.04 ~~Field Laboratory~~ Blank**

SECTION 106, DELETE LINES 169 THRU 173.

SECTION 628, BEGIN LINE 1, INSERT AS FOLLOWS:

**SECTION 628 - FIELD OFFICE, FIELD LABORATORY, COMPUTER SYSTEMS AND OFFICE MACHINES**

**628.01 Description**

*This work shall consist of providing the specified facilities, equipment, supplies and services in accordance with 105.03.*

**628.02 Field Office and Laboratory Requirements**

*When specified, the Contractor shall provide a field office, computer systems, office machines, field laboratory, services, equipment and supplies for the Department's exclusive use in accordance with the minimum requirements listed below.*

**(a) Field Office**

*The field office shall be located as mutually agreed by the Engineer and the Contractor. If a building exists within the limits of the right-of-way that is acceptable as a field office and the building is scheduled to be removed under the terms of the contract, the building may be equipped and furnished as the field office. A building within the right-of-way that is furnished under this specification shall be removed prior to the date of the last work and other acceptable facilities for the field office shall then be provided.*

*The field office may be a permanent building or a trailer and shall be of the type shown on the Schedule of Pay Items. The building or trailer furnished for the field office shall be in accordance with all applicable state and local codes and applicable IOSHA/OSHA requirements.*

*The field office shall be complete and ready for use by the Department, including all utility connections and specified computer systems, office machines, internet service, equipment and supplies, prior to the start of work. If the Contractor is unable to provide the permanent field office prior to the start of the work, the Engineer shall be notified in writing and the Contractor and the Engineer will agree on temporary field office arrangements prior to the start of work. A temporary field office will not be accepted by the Department for more than two months, at which time a permanent field office shall be ready for the Department's use.*

*The field office shall at a minimum be the size listed below for the type field office specified.*

1. *Type A – 400 sft (37 m<sup>2</sup>)*
2. *Type B – 550 sft (51 m<sup>2</sup>)*
3. *Type C – 650 sft (60 m<sup>2</sup>)*

*Minimum dimensions shall be 8 ft (2.4 m) wide and 7 ft (2.1 m) in height, from floor to ceiling. For a trailer, the calculation of minimum area will be based on the exterior box dimensions.*

*The office shall have a solid and level floor with no holes, a weatherproof roof and shall be dust-proof, and wind-tight. The field office shall have at least 2 doors for ingress and egress and shall have a minimum of 6 windows for a type A field office and 8 windows for a type B or C field office, not including any windows in the doors.*

*Each door shall have a satisfactory lock. At least one door must always be able to be unlocked and opened from inside the field office. If a padlock is used to secure a door, it shall be a high security type which is invulnerable to bolt cutters, hacksaws, hammers, or prybars. The padlock shall be mounted in such a manner that locking and unlocking the door is satisfactorily convenient. Installation of additional hardware to protect the lock or use of multiple padlocks on a door will not be permitted. However, additional hardware to receive the padlock will be acceptable. The Contractor shall furnish the number of keys to the office as directed by the Engineer. The Department will maintain a list of all Department personnel who are given keys.*

*Windows shall be hinged or sliding and have a minimum area of 5 sft (0.45 m<sup>2</sup>) each. Windows shall be provided with satisfactory locks and screens. Windows, including windows in the doors, shall be provided with shades, blinds, or other approved coverings.*

*The field office shall have heating and air-conditioning equipment capable of maintaining a uniform temperature between 68°F and 80°F (20°C and 26°C).*



The field office shall have a minimum 100 amp, 120/240 volt electrical service, shall have sufficient receptacles to satisfactorily accommodate all required electrical equipment without the use of extension chords or splitters and shall be provided with satisfactory office type lighting.

The field office shall include a minimum of one separately lockable storage area suitable to store a nuclear density/moisture gauge. The storage area shall have a minimum storage volume of 63 cu ft (1.3 m<sup>3</sup>) with a minimum floor area of 9 sft (1 m<sup>2</sup>) .

If the field office is a trailer, the trailer shall be securely supported by adequate blocking. The blocking shall provide a foundation to prevent settlement. The trailer shall be secured to the ground with a trailer tie down system that is in accordance with all state and local requirements. Each trailer shall be furnished with steps meeting IOSHA/OSHA requirements at each doorway.

The field office location shall be selected in order to provide satisfactory parking and trash disposal facilities for Department use. Parking spaces shall be either paved or surfaced with compacted aggregate, size No. 53, or other acceptable materials suitable for all-weather usage.

**(b) Field Office Equipment and Supplies**

The following minimum equipment and supplies shall be furnished for each field office of the type specified.

| <b>Office Type</b>           | <b>A</b>       | <b>B</b>       | <b>C</b>       |
|------------------------------|----------------|----------------|----------------|
| Pencil Sharpener             | 1              | 1              | 1              |
| Broom and Dust Pan           | 1              | 1              | 1              |
| Six-hook Coat Rack           | 1              | 1              | 1              |
| Toilet Facilities            | Yes            | Yes            | Yes            |
| Drinking Water               | Yes            | Yes            | Yes            |
| Fire Extinguishers           | 1              | 2              | 2              |
| First-Aid Kit                | 1              | 1              | 1              |
| Bloodborne Pathogen Kit      | 1              | 1              | 1              |
| Smoke Detector               | 1              | 1              | 2              |
| Carbon monoxide Detector     | 1              | 1              | 1              |
| Shelving                     | 16 lft (4.9 m) | 20 lft (6.1 m) | 24 lft (7.3 m) |
| Telephones                   | 2              | 2              | 3              |
| Voice Mail                   | 1              | 1              | 1              |
| Telephones Lines             | 2              | 2              | 2              |
| File Cabinet Drawers         | 4              | 8              | 12             |
| Office Desks & Office Chairs | 2              | 4              | 4              |
| Folding Office Tables        | 1              | 2              | 2              |
| Chairs                       | 4              | 8              | 12             |
| Drafting Tables              | 1              | 1              | 1              |
| Drafting Stools              | 1              | 1              | 1              |
| Waste Paper Baskets          | 2              | 4              | 4              |
| Cleaning Supplies            | Yes            | Yes            | Yes            |
| Calculators                  | 1              | 2              | 2              |

|                             |          |          |          |
|-----------------------------|----------|----------|----------|
| <i>Paper Shredder</i>       | <i>1</i> | <i>1</i> | <i>1</i> |
| <i>Microwave Oven</i>       | <i>1</i> | <i>1</i> | <i>1</i> |
| <i>Refrigerator/Freezer</i> | <i>1</i> | <i>1</i> | <i>1</i> |

*The office and the equipment shall be furnished in a condition satisfactory to the Department.*

*Adequate quantities of basic hygiene and office cleaning supplies shall be provided. These supplies shall include, but are not limited to, hand soap, hand sanitizer, paper towels, toilet paper, window cleaner, all-surface cleaner, toilet disinfectant, toilet brush and a toilet plunger.*

*Potable drinking water with both hot and cold water capabilities shall be furnished. Drinking cups and paper towels shall be provided.*

*Fire extinguishers shall be five-pound, Class ABC or higher rated and shall be maintained in a fully charged and operable condition and shall meet all IOSHA/OSHA requirements.*

*First-aid kits shall meet the requirements of ANSI Z308.1 current at the time of letting.*

*Shelving shall have a minimum width of 10 in. (250 mm).*

*At least one telephone shall be a cordless phone having a frequency of at least 900 MHz.*

*The telephone voice mail system shall be capable of providing both a minimum one minute outgoing message and 30 minute total recording time for incoming messages. It shall have a remote operation feature, which may be used to retrieve, replay, erase, and save messages. An answering machine meeting these requirements may be substituted for the voice mail system.*

*Filing cabinets shall at a minimum be fire resistant steel filing cabinets with a class D or higher classification established by UL or Safe Manufacturers National Association. Cabinet drawers shall have a filing depth of 25 in. (635 mm). All cabinets shall have a lock and at least four drawers shall be fire proof.*

*Office desktops shall be at least 48 in. (1220 mm) wide and 25 in. (635 mm) deep. All desks shall contain at least two drawers, one of which shall be provided with a lock.*

*Folding office tables shall be a minimum size of 30 in. x 60 in. (760 mm x 1520 mm).*

*Office chairs shall be height adjustable and equipped with castors. Other required chairs may be stackable or folding chairs.*

*Drafting tables shall contain a tilt top work table for drafting purposes. Dimensions shall be at least 30 in. x 60 in. (760 mm x 1520 mm). The drafting stool shall be proportional to each drafting table.*

*Supplies to be furnished shall include all items required for proper operation of the required equipment. This includes, but is not limited to, operating manuals and paper supplies.*

*Calculators shall be electric powered, have a printer and a minimum 12-digit capacity.*

*The shredder shall have a minimum capacity of 12 sheets (20 lb paper), shall be capable of shredding paper clips and staples and shall include a 5 gallon capacity waste basket.*

*The microwave oven shall have a minimum 1.0 cu ft capacity with a minimum 1100 watts and shall have digital controls.*

*The refrigerator/freezer shall have a minimum combined capacity of 12 cu ft.*

*The field office and all equipment and supplies shall be maintained and replenished in a satisfactory manner during the term of the contract or until released by the Engineer. If the field office or required equipment and supplies are not maintained by the Contractor, the Engineer may withhold partial payments until the field office is operational to the Department's satisfaction.*

**(c) Field Office Computer System**

*The Contractor shall provide one field office computer system for the Department's exclusive use for each field office specified. The Contractor has the option to provide either a desktop or a laptop computer system in accordance with the minimum requirements listed below.*

**1. Field Office Desktop Computer System**

- a. Processor – Intel or AMD compatible, 2.0 GHz*
- b. Memory – 1.0 GB, 533 MHz*
- c. Hard Drive – 60 GB, 5400 rpm*
- d. Optical Drive – 24X CD-RW drive*
- e. Ports – Two USB 2.0 compliant ports*
- f. Network/Wireless – Ethernet or wireless card to be compatible with the selected internet and office network connections*
- g. Graphics – Integrated graphics card*
- h. Monitor – 22 in. widescreen digital flat panel*
- i. Keyboard – USB enhanced multimedia keyboard*
- j. Mouse – USB 2-button scroll mouse*

**2. Field Office Laptop Computer System**

- a. Processor – Intel or AMD compatible, 2.0 GHz*
- b. Memory – 1.0 GB, 533 MHz*
- c. Hard Drive – 60GB, 5400 rpm*

- d. *Module Bay Device – 24X CD-RW drive*
- e. *Ports – Two USB 2.0 compliant ports*
- f. *Network/Wireless – Ethernet or wireless card to be compatible with the selected internet and office network connections*
- g. *Graphics – Integrated graphics card*
- h. *Display – 15” XWGA LCD panel*
- i. *Battery – 9 cell lithium ion*
- j. *External Monitor – 22 in. widescreen digital flat panel*
- k. *External Keyboard – USB enhanced multimedia keyboard*
- l. *External Mouse – USB 2-button scroll mouse*
- m. *Miscellaneous – One compatible port replicator with AC adapter, one additional AC adapter, one DC adapter and one padded carrying case*

### **3. Computer Software**

*The Contractor shall provide software for the computer system in accordance with the minimum requirements listed below.*

- a. *Operating System Software – Windows XP Professional*
- b. *Productivity Software – Microsoft Office 2003 Small Business and Adobe Acrobat Professional*
- c. *Security Software – McAfee Virus Scan Plus*

*All software shall include the most current updates and patches at the time the computer system is provided to the Department. The Contractor shall provide for installation of updates and patches for the operating system, productivity and security software during the term of use of the computer system by the Department. Updates and patches shall be provided by an automatic update method.*

*The Department may install and maintain proprietary software on the computer in order to run the Department’s construction management programs.*

### **4. Miscellaneous Computer Requirements**

*The initial condition of the computer system shall be nearly pristine. All owner installed e-mail accounts, games, spyware, online services, applications, network or other profiles previously set up on the system shall be removed prior to placement in the field office. If the system was provided for a previous Department contract, all software not specified shall be removed prior to placement in the current field office.*

*The Contractor shall provide an uninterruptible power supply (UPS), minimum 120 VA, 100 Watts and full time surge suppression for each field office computer system specified in the contract.*

*The Contractor shall provide all cables, connections and software required to connect the field office computer system to the printer and the scanner.*

*When more than one computer system is specified for a field office, the Contractor shall provide either an Ethernet or wireless office network to allow all computer systems in the field office to access the field office internet service, the printer and the scanner.*

*The Contractor shall provide appropriate dust covers for all field office desktop computer systems.*

*The Contractor shall provide all manuals necessary for operation of the computer system and software with the system and shall include all documentation normally furnished with the equipment and software when purchased.*

*The Department will be utilizing the computer system to run or access Department provided construction management software applications. These applications are known to run on Intel and AMD compatible equipment when using the Windows XP Professional operating system. If the Department experiences problems running these applications due to hardware or software compatibility, the Contractor shall replace the equipment to ensure compatibility to the satisfaction of the Engineer within five business days.*

*The computer system shall be maintained in good working order. If a portion of the system becomes defective, inoperable, damaged, or stolen, that portion shall be repaired or replaced within five business days after the Contractor is notified by the Engineer. If the computer system and related accessories are not maintained by the Contractor as required, the Engineer may withhold partial payments until the computer system is operational to the Department's satisfaction.*

***(d) Field Office Internet Service***

*The Contractor shall provide broadband internet service for the field office. Broadband internet service shall be capable of a minimum average upload speed of 350Kbps unless otherwise approved by the Engineer.*

***(e) Field Office Machines***

*The Contractor shall provide a fully operational copier, printer, document scanner and fax machine for the Department's exclusive use in the field office in accordance with the minimum requirements listed herein.*

*In lieu of separate copier, printer, scanner and fax machines, the Contractor may provide an all-in-one unit that meets all the requirements for any combination of the individual machines being provided. Separate machines shall be provided for those machine functions that are not included in an all-in-one type machine.*

***1. Copier***

*The copier shall be a dry ink copier capable of using plain paper and of making full size, black and white copies of letter, legal and ledger US paper size original documents. The copier shall be capable of reducing and increasing copy sizes. The copier shall have a self-feeding paper tray, an automatic document feeder and be capable of producing at least 12 copies per minute.*

**2. Printer**

*The printer shall be a laser printer compatible with the computer system provided by the Contractor for use by the Department in the field office. The printer shall be capable of printing single-sided, black and white letter and legal US paper size documents at a rate of 20 pages per minute and capable of automatic duplex printing.*

**3. Document Scanner**

*The document scanner shall be compatible with the computer system provided by the Contractor for use by the Department in the field office. The scanner shall be capable of scanning letter and legal size documents and shall have an automatic document feeder and be capable of 600 dpi black and white resolution.*

**4. Fax Machine**

*The fax machine shall be connected to one of the required telephone service lines in the field office. The machine shall have an automatic document feeder with a 10 page capacity and be capable of faxing letter and legal size sheets. It shall be able to automatically dial 40 preprogrammed fax numbers and have the capability to program at least 2 groups of numbers. The machine shall have a 2 MB memory, shall be equipped with a telephone handset and be capable of automatic redial.*

**5. Miscellaneous Office Machine Requirements**

*The Contractor shall provide letter, legal and ledger size paper, ink cartridges and toner as required by the Engineer for the operation of each piece of equipment provided.*

*If any office machine becomes defective, inoperable, damaged, or stolen, that machine shall be repaired or replaced within five business days after the Contractor is notified by the Engineer. If any of the office machines are not maintained by the Contractor as required, the Engineer may withhold partial payments until the machine is operational to the Department's satisfaction.*

**(f) Field Laboratory**

*The field laboratory shall be located as mutually agreed by the Engineer and the Contractor. The laboratory shall consist of an acceptable building or trailer in accordance with 628.02(a) in which the Department will house and use equipment to perform testing procedures for the contract.*

*The following equipment and supplies shall be furnished for each field laboratory of the type specified. The equipment and supplies shall meet the requirements of 628.02(a) as applicable.*

| <b>Laboratory Type</b>    | <b>A</b>   | <b>B</b>   | <b>C</b>   |
|---------------------------|------------|------------|------------|
| <i>Broom and Dust Pan</i> | <i>1</i>   | <i>1</i>   | <i>1</i>   |
| <i>Six-hook Coat Rack</i> | <i>1</i>   | <i>1</i>   | <i>1</i>   |
| <i>Toilet Facilities</i>  | <i>Yes</i> | <i>Yes</i> | <i>Yes</i> |
| <i>Drinking Water</i>     | <i>Yes</i> | <i>Yes</i> | <i>Yes</i> |
| <i>Fire Extinguishers</i> | <i>1</i>   | <i>2</i>   | <i>2</i>   |
| <i>First-Aid Kit</i>      | <i>1</i>   | <i>1</i>   | <i>1</i>   |

|                              |                |                |                |
|------------------------------|----------------|----------------|----------------|
| Bloodborne Pathogen Kit      | 1              | 1              | 1              |
| Smoke Detector               | 1              | 1              | 2              |
| Carbon monoxide Detector     | 1              | 1              | 1              |
| Shelving                     | 16 lft (4.9 m) | 20 lft (6.1 m) | 24 lft (7.3 m) |
| Telephones                   | 1              | 1              | 1              |
| Voice Mail                   | 1              | 1              | 1              |
| Telephones Lines             | 1              | 1              | 1              |
| File Cabinet Drawers         | 4              | 4              | 4              |
| Office Desks & Office Chairs | 1              | 1              | 1              |
| Folding Office Tables        | 1              | 1              | 1              |
| Chairs                       | 2              | 2              | 2              |
| Waste Paper Baskets          | 2              | 2              | 2              |
| Cleaning Supplies            | Yes            | Yes            | Yes            |

*If a field office is provided that is large enough to include the required space for the laboratory, the Engineer may agree to accept the field office for use as both office and laboratory, in which case the equipment and supplies listed for the laboratory will not be required.*

*If the field laboratory is a separate structure that is located directly adjacent to the field office, the toilet facilities, drinking water, telephones, voice mail/answering machine, telephone lines and cleaning supplies will not be required.*

**628.03 Additional Computer Systems and Mobile Internet Service**

*When specified, the Contractor shall provide the following computer systems and internet services for the Department’s exclusive use.*

**(a) Additional Field Office Computer System**

*The additional field office computer system shall be either a desktop or laptop computer system in accordance with 628.02(c)1 or 628.02(c)2 except that the monitor for a desktop system may be a 19 in. flat panel and the external monitor for a laptop system will not be required. The requirements of 628.02(c)3 and 628.02(c)4 shall apply to each additional field office computer.*

**(b) Mobile Laptop Computer System**

*The mobile laptop computer system shall be in accordance with 628.02(c)2 except that the external monitor, integrated graphics card, external keyboard and port replicator with AC adapter will not be required. Mobile laptop computers will be used by the Department for contracts that do not include a field office. The requirements of 628.02(c)3 and 628.02(c)4 shall apply to each mobile laptop computer except that those requirements specifically for a field office computer will not apply.*

**(c) Mobile Internet Service**

*The mobile broadband internet service access card will be used by the Department in a laptop computer provided by either the Contractor or the Department.*

*The card shall connect to the laptop via a type II PC card slot, an express card slot or a USB 2.0 compliant port. The card and service shall be capable of a minimum average upload speed of 350 Kbps. The internet service rate plan shall include unlimited data and time usage with no roaming charge for national domestic use. All software necessary for the operation of the card shall be provided to the Engineer.*

*The Contractor shall not purchase any card or enter into any service agreement until authorized by the Engineer. The Engineer will provide a minimum of 10 business days notice prior to the date the card will be required.*

**628.04 Method of Measurement**

*Field office and field laboratory will be measured by the month for the specified type. Partial months will be rounded up to the next half or whole month. The Department will provide two weeks advanced notice prior to when the facility will be vacated.*

*If a field laboratory is specified and is included in the same space as the field office, the field laboratory will not be measured for payment.*

*Additional field office computer system, mobile laptop computer system and mobile internet service will be measured by the month for each system or service provided. Partial months will be rounded up to the next half or whole month. The Department will provide two weeks advanced notice prior to when mobile internet service will no longer be required.*

**628.05 Basis of Payment**

*Field office and field laboratory will be paid for at the contract unit price per month, complete in place until released.*

*Additional field office computer system, mobile laptop computer system and mobile internet service will be paid by the month for each system or service provided.*

*Payment will be made under:*

| <b><i>Pay Item</i></b>                                       | <b><i>Pay Unit Symbol</i></b> |
|--|-------------------------------|
| <i>Field Office, B.....</i>                                  | <i>6 MOS</i>                  |
| <i>type</i>  |                               |
| <i>Field Laboratory, _____.....</i>                          | <i>MOS</i>                    |
| <i>type</i>  |                               |
| <i>Field Office Computer System, Additional, 1 Each.....</i> | <i>6 MOS</i>                  |
| <i>qty.</i>  |                               |
| <i>Mobile Laptop Computer System, _____ Each.....</i>        | <i>MOS</i>                    |
| <i>qty.</i>  |                               |
| <i>Mobile Internet Service, _____ Each.....</i>              | <i>MOS</i>                    |
| <i>qty.</i>  |                               |



*The cost of all heating, cooling, electrical service, telephone service and other miscellaneous utility bills required for the field office or field laboratory shall be included in the cost of the field office or the field laboratory.*

*If a field office smaller than the specified type is approved by the Engineer, a new unit price will be established for the smaller field office. The new unit price will be equal to the original contract unit price multiplied by the smaller floor area and divided by the specified floor area.*

*If a temporary field office is provided in accordance with 628.02, payment will be 65% of the unit price during the time the temporary field office is in use by the Department.*

*The cost of all materials and labor necessary to setup, secure, maintain and remove the field office, including all required equipment and supplies and any material required to provide parking, shall be included in the cost of the field office.*

*All costs necessary to provide the field office computer system, including the required software, manuals, peripherals and related equipment, technical support and miscellaneous computer requirements shall be included in the cost of the field office.*

*All costs necessary to establish, install and maintain field office internet service, including any required hardware, software, fees, monthly charges, setup, installation and technical support shall be included in the cost of the field office.*

*All costs necessary to provide the copier, printer, document scanner and fax machine, including setup, installation, all required connections to computer systems, technical support and miscellaneous office machine requirements shall be included in the cost of the field office.*

*All costs necessary to establish and maintain a field office network when one or more additional field office computer systems are specified shall be included in the cost of the field office.*

*All cost necessary to provide an additional field office computer system, including the required software, manuals, peripherals and related equipment and technical support shall be included in the cost of the additional field office computer.*

*All costs necessary to provide the mobile laptop computer system, including the required software, manuals, peripherals and related equipment, technical support and miscellaneous computer requirements shall be included in the cost of the mobile laptop computer.*

*All costs necessary to establish, install and maintain mobile internet service, including required hardware, software, fees, monthly charges, setup, installation and technical support shall be included in the cost of mobile internet service.*

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801-C-157 CERTIFICATION OF TEMPORARY TRAFFIC CONTROL DEVICES

(Revised 09-01-05)

**Category 1 Devices**

The Contractor shall certify that the following temporary traffic control devices to be used do not exceed the maximum values shown in the table below, and are considered crashworthy at Test Level 3 in accordance with National Cooperative Highway Research Program Report No. 350.

| Device                     | Composition          | Maximum Weight (Mass) | Maximum Height   |
|----------------------------|----------------------|-----------------------|------------------|
| Single Piece Traffic Cones | Rubber               | 20 lb (9 kg)          | 36 in. (920 mm)  |
|                            | Plastic              | 20 lb (9 kg)          | 48 in. (1220 mm) |
| Tubular Markers            | Rubber               | 13 lb (6 kg)          | 36 in. (920 mm)  |
|                            | Plastic              | 13 lb (6 kg)          | 36 in. (920 mm)  |
| Single Piece Drums         | High Density Plastic | 77 lb (35 kg)         | 36 in. (920 mm)  |
|                            | Low Density Plastic  | 77 lb (35 kg)         | 36 in. (920 mm)  |
| Delineators                | Plastic, Fiberglass  | N/A                   | 48 in. (1220 mm) |

No lights, signs, flags, or other auxiliary attachments are included in the weight (mass) of the devices listed above. Reflective sheeting or reflective buttons are included on delineators. Maximum weights (masses), including ballast, do not exceed the values shown in the table. "Single piece" refers to the construction of the body of the drum exclusive of a separate base, if any.

Type A or type C warning lights in accordance with the following specifications will be allowed on drums if they are firmly attached with vandal resistant 1/2 in. (13 mm) diameter by 4 in. (95 mm) cadmium plated steel bolt with nut and a 1 1/2 in. (38 mm) high cup washer.

1. The weight (mass) shall be no more than 5 lb (2.4 kg).
2. The lens diameter shall be 7 to 8 in. (180 to 200 mm).
3. The height of the light shall be 11 to 14 in. (270 to 340 mm).

**Category II Devices**

Category II temporary traffic control devices include type III barricades, vertical panels, portable sign standards, and other light-weight traffic control devices.

Category II temporary traffic control devices shall be in accordance with the NCHRP Report 350, test level 3.

A form will be provided at the pre-construction conference for the Contractor to complete and return to the Engineer prior to the placement of category I or II traffic control devices.

801-M-006 MAINTAINING TRAFFIC FOR MAINTENANCE OR RESURFACE WORK

(Revised 09-01-05)

The Standard Specifications are revised as follows:

SECTION 801, AFTER LINE 142, INSERT AS FOLLOWS:

*Traffic shall be maintained for maintenance activities or for HMA resurface work as shown on the plans or as described herein. The Contractor shall have an extra set of construction signs and an extra flashing arrow sign on the project site so that the taper may be moved forward without suspending the operations and clearing the work area. Additional traffic control devices shall be furnished for situations determined to be more complex, for protection in hazardous areas, and when traffic conditions warrant.*

*All non-fixed signs shall be removed at the completion of each day's operations. All lanes shall be open to normal traffic during hours other than daylight hours. If a traffic lane is directed to remain closed during hours other than daylight hours, traffic shall be maintained on the remaining lanes as shown on the plans.*

*All fixed signs shall remain in place until all temporary pavement markings have been removed. Work days will not be charged from the time of completion of other work until the markings have been removed.*

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801-R-542 WORKSITE ADDED PENALTY SIGNS

(Revised 06-25-07)

Worksite Added Penalty signs shall be placed as shown in the plans or as directed by the Engineer. The signs shall typically be placed in advance of the first Road Construction Ahead signs at either end of the project. The actual location and quantity of the signs will be determined by the Engineer in coordination with the Worksite Traffic Control Supervisor.

The XG20-7a "WORKSITE ADDED PENALTY SIGN, 60 x 36" shall only be installed on projects in urban areas that have a posted speed limit of 35 MPH or less and also meet one of the following conditions:

1. The existing surfaces outside the edge of pavement make installation of driven posts impractical, or
2. The width of the Right-of-Way outside of the edge of pavement is not sufficient to accommodate the larger XG20-7 "WORKSITE ADDED PENALTY SIGN, 78 x 42" sign.

The XG20-7b and XG20-7c "WORKSITE ADDED PENALTY SIGNS, 48 x 48" shall be used in series with each other and shall only be used on projects that meet one of the following conditions:

1. Rural projects where the width of the Right-of-Way outside of the edge of pavement is not sufficient to accommodate the larger XG20-7 "WORKSITE ADDED PENALTY SIGN, 78 x 42" sign, or

- 2. Contracts using only moving operations where construction signs are set and removed each day to accommodate the changing location of the work.

The XG20-7 “WORKSITE ADDED PENALTY SIGN, 78 x 42” shall be installed on all projects in all cases not otherwise described above.

Worksite Added Penalty signs will be measured and paid for as Construction Sign, Type C in accordance with 801.17 and 801.18.

801-T-165 TEMPORARY PAVEMENT MARKINGS

(Adopted 7-19-07)

The Standard Specifications are revised as follows:

SECTION 801, AFTER LINE 25, INSERT AS FOLLOWS:

|  |        |
|--|--------|
| <i>Temporary Pavement Marking Tape</i> .....   | 923.01 |
| <i>Temporary Raised Pavement Markers</i> ..... | 923.02 |

SECTION 801, BEGIN LINE 547, DELETE AND INSERT AS FOLLOWS:

**801.12 Temporary Pavement Marking**

Temporary pavement markings shall be *new materials placed* in accordance with 808.04 and 808.05. However, *when temporary markings are to be in place for 14 calendar days or less* the dashed line pattern used on center line and lane lines may be 4 ft (1.2 m) line segments on 40 ft (12 m) centers; *and gore* ~~Gore~~ areas shall be marked by outline only and may be 5 in. (125 mm) wide lines. *No-passing zones on all undivided two-way roadways shall be identified with signs and centerline markings.* ~~However, the dashed line pattern used on center line and lane lines may be 4 ft (1.2 m) line segments on 40 ft (12 m) centers. Gore areas shall be marked by outline only and may be 5 in. (125 mm) wide lines.~~ All temporary markings shall be maintained and replaced until they are no longer applicable.

~~Temporary markings placed on the final surface course shall be temporary marking tape type 1. Where possible, where non-removable temporary markings are used on a final surface, such markings shall be placed at the same location where permanent markings will later be affixed or parallel to and within 12 in. (300 mm) of the permanent marking pattern.~~

Where temporary pavement markings are to be placed on a pavement which has existing markings, the existing markings which conflict with the temporary markings shall be removed in accordance with 808.10.

When working under traffic, the temporary pavement markings shall be placed before opening the lane to traffic. This shall include, but not be limited to, the marking patterns of gore areas, outside edge line of deceleration and acceleration lanes, narrow bridge markings, lane reduction transitions, lane lines, centerlines, and transverse markings as appropriate.

~~If a pavement course is to be in place for a period greater than 14 calendar days, all temporary pavement markings shall be placed in accordance with 808.04 and stop lines shall be placed in accordance with 808.05. No passing zones on all undivided two-way roadways shall be identified with signs and centerline markings.~~

~~If the temporary~~ *Temporary pavement markings which are to be in service from December 1 through the following March 31 shall be painted markings., such* ~~Such~~ markings shall be placed in the standard pavement marking pattern and applied prior to the suspension of the work, or within seven work days after the Contractor is directed to place the markings. *Adjustments to these dates to accommodate actual seasonal suspension and continuance of work are subject to approval by the Engineer upon written request.*

SECTION 801, BEGIN LINE 589, DELETE AND INSERT AS FOLLOWS:

### **1. Paint**

Painted ~~lines markings on new HMA courses~~ shall require a second application of paint *and beads* as soon as practical after the first application is dry.

### **2. Temporary Pavement Marking Tape**

Temporary pavement marking tape shall be applied in accordance with the manufacturer's recommendations. Temporary marking tape shall be new type I or type II material.

~~All temporary pavement marking tape shall be removed prior to placement of an HMA overlay or final pavement markings~~ *to placing the next pavement course, prior to placing an overlay, prior to recycling the pavement, or prior to placing the final pavement markings, except as otherwise described herein.*

#### **a. Type I**

Type I tape is a removable material. It may be used for longitudinal and transverse markings. ~~It shall be used for longitudinal and transverse markings on the final surface.~~

Type I tape shall be removed without the use of solvents, grinding, abrasive blasting, or other methods which may damage the pavement. All visible adhesive residue shall be removed without use of solvents or grinding.

#### **b. Type II**

Type II tape is a non-removable material. It may be used on PCCP to be removed or *on PCCP to be overlaid with an HMA course greater than 140 165 lb/sq yd (60 90 kg/m<sup>2</sup>).* ~~If it is Type II tape placed on HMA pavement, the tape shall be removed prior to the recycling of the HMA material~~ *placing the next pavement course.*

If it is necessary to remove type II tape, it shall be removed without the use of solvents. All damage to the pavement shall be repaired.

### 3. Temporary Raised Pavement Marker

The temporary raised pavement marker shall be grade 1 or grade 2. When used, it shall be a supplement to other temporary pavement markings. The color of the reflector shall be in accordance with the other temporary pavement marking. The color of the shell of the grade 1 marker shall be in accordance with the color of the other temporary pavement marking.

Temporary raised pavement markers shall be removed before the next layer of pavement is placed and before the final pavement markings are applied. All damage to the pavement shall be repaired.

### 4. Temporary Buzz Strips

Temporary buzz strips shall be a set of transverse markings *constructed of removable or durable marking material*. Durable marking material shall be used in accordance with 808.07(b). ~~Temporary buzz strips shall be removed in accordance with 808.10 when no longer required or as directed.~~

SECTION 801, BEGIN LINE 860, INSERT AS FOLLOWS:

with 621.13. Removal and subsequent replacement of permanent pavement markings and snowplowable raised pavement markers *for temporary crossovers* will be measured in accordance with 808.12. Removal and resetting of guardrail, if required for temporary crossovers, will be measured in accordance with 601.13.

SECTION 801, BEGIN LINE 872, INSERT AS FOLLOWS:

Temporary *pavement message markings* will be measured by the number of each *type placed*. *Longitudinal and transverse temporary pavement markings* will be measured by the linear foot (meter) of material actually placed. Temporary buzz strips will be measured by the linear foot (meter) for each *8 in. (200 mm) strip placed*, without regard to the number of passes required to attain the specified height.

*Removal, when necessary, of any type of non-removable temporary pavement markings will be measured in accordance with 808.12. Removal of removable temporary pavement markings will not be measured for payment.*

*Where temporary pavement markings are to be placed on a pavement which has existing markings, removal of existing markings which conflict with the temporary markings will be measured in accordance with 808.12.*

~~If, due to a Department initiated change or an approved expedited construction schedule, it is necessary to remove temporary non-removable pavement markings, such removal will be measured in accordance with 808.12. The removal of existing pavement markings which are in conflict with temporary markings, will be measured in accordance with 808.11.~~

The removal and replacement of *prismatic* reflectors on existing snowplowable raised pavement markers will be measured in accordance with 808.12.

SECTION 801, BEGIN LINE 896, INSERT AS FOLLOWS:

**801.18 Basis of Payment**

The accepted quantities of construction signs, detour route marker assemblies, detour route marker assemblies-multiple routes, temporary worksite speed limit sign assemblies, road closure sign assemblies, *permanent road closure sign assemblies* and temporary raised pavement markers will be paid for at the contract unit price per each. Payment for temporary worksite speed limit assemblies and temporary changeable message signs will be made for the maximum number of such assemblies in place at any one time during the life of the contract. Type III-A, type III-B, and permanent type III barricades will be paid for at the contract unit price per linear foot (meter).

SECTION 801, BEGIN LINE 933, INSERT AS FOLLOWS:

Removal and subsequent replacement of permanent pavement markings and snowplowable raised pavement markers *for temporary crossovers* will be paid for in accordance with 808.13. Removal and resetting of guardrail, if required for temporary crossovers, will be paid for in accordance with 601.14.

SECTION 801, BEGIN LINE 950, DELETE AND INSERT AS FOLLOWS:

*Temporary pavement message markings placed will be paid for at the contract unit price per each, for the message specified. Longitudinal and transverse temporary* ~~Temporary~~ pavement markings and temporary buzz strips, will be paid for at the contract unit price per linear foot (meter) of material, complete in place, ~~except as set out below.~~

*Removal, when necessary, of non-removable temporary pavement lines and message markings will be paid for in accordance with 808.13. The cost of removal of removable temporary pavement markings shall be included in the cost of the pay item for placement of the markings.*

*Where temporary pavement markings are to be placed on a pavement which has existing markings, removal of the existing markings which conflict with the temporary markings will be paid for in accordance with 808.13.*

Permanent tubular markers *and permanent drums* will be paid for at the contract unit price per each.

~~The removal of temporary non-removable pavement markings caused by a Department initiated change or an approved expedited construction schedule, and the removal of existing pavement markings which are in conflict with temporary markings will be paid for in accordance with 808.13.~~

SECTION 801, BEGIN LINE 1056, INSERT AS FOLLOWS:

The cost of furnishing, installing, maintaining, and subsequent removal of *temporary raised pavement marker* shall be included in the cost of temporary raised pavement marker.

*The cost of placement, maintenance and replacement of temporary pavement markings shall be included in the cost of the markings.*

SECTION 801, BEGIN LINE 1071, DELETE AND INSERT AS FOLLOWS:

The cost of the second application of *paint and beads for painted* temporary markings ~~on new HMA courses~~ shall be included in the cost of *the first application of painted* temporary pavement markings.

SECTION 801, BEGIN LINE 1103, DELETE AS FOLLOWS:

The cost of necessary flaggers; protection of traffic at structure foundations; and furnishing, erecting, placing, maintaining, relocating, and removing lights, cones, flexible channelizers, tubular markers, drums, delineators, ~~temporary pavement markings,~~ or other devices as directed shall be included in the cost of maintaining traffic.

SECTION 808, BEGIN LINE 348, DELETE AS FOLLOWS:

~~On Federal aid contracts, the 180 day warranty shall apply only to thermoplastic pavement marking material.~~

SECTION 808, BEGIN LINE 351, DELETE AND INSERT AS FOLLOWS:

**808.10 Removal of Pavement Markings**

Pavement markings which conflict with revised traffic patterns and may confuse motorists shall be removed immediately before, or immediately following, any change in traffic patterns as directed or approved.

Removal of pavement markings shall be to the fullest extent possible without materially damaging the pavement surface. Pavement marking removal methods shall be sandblasting, steel shot blasting, waterblasting, grinding or other approved mechanical means. Grooving will not be permitted. Grinding will only be permitted ~~when removing thermoplastic or epoxy pavement markings.~~ *under the following conditions:*

- (a) *when removing durable pavement markings, or*
- (b) *when removing non-durable markings where another course of material is to be placed on the existing course.*

Painting over existing pavement markings to obliterate them will not be permitted.

SECTION 808, BEGIN LINE 544, INSERT AS FOLLOWS:

No additional payment will be made for the second application of traffic paint and glass beads as required in 808.07(a)1.

*No additional payment will be made for the replacement of markings that fail to meet the warranty conditions of 808.09.*



801-T-166 TEMPORARY WORKSITE SPEED LIMIT REPORTING

(Adopted 02-21-08)

The Standard Specifications are revised as follows:

SECTION 801, BEGIN LINE 68, INSERT AS FOLLOWS:

**801.03 General Requirements**

The applicable requirements of the MUTCD shall apply to the installation and materials for traffic control devices subject to the requirements of 107.08 and 107.12. When the plans do not include a maintenance of traffic plan, the Engineer will provide such a plan to the Contractor. The Contractor shall be responsible for the field layout, placement, operation, maintenance, and removal of temporary traffic control devices. A worksite traffic supervisor certified by the American Traffic Safety Service Association, ATSSA, or approved equal certifying organization, shall direct all field layout, placement, operation, maintenance, and removal of temporary traffic control devices. The certified worksite traffic supervisor, CWTS, shall ensure that all traffic control devices, except temporary concrete barrier, meet acceptable standards as outlined in the plans, specifications, and ATSSA's "Quality Standards for Work Zone Traffic Control Devices" prior to installation. The CWTS shall also, prior to installation, ensure that all traffic control devices can be installed in accordance with the plans, specifications, and the MUTCD. All problems shall be reported to the Engineer so a resolution can be worked out prior to installation. The field layout will be reviewed and concurred with by the Engineer prior to placement of any temporary traffic control devices. The CWTS shall be present for the initial setup and all phase changes during the life of the project. The CWTS may designate responsible Contractor personnel to perform day to day operation and maintenance of the temporary traffic control devices. These responsible personnel shall work under the direction of the CWTS and their names shall be given to the Engineer on the project. A copy of the CWTS's certification shall be provided to the Engineer prior to the start of construction or placement of temporary traffic control devices or if the worksite traffic supervisor changes.

Regulatory control devices shall be erected only as directed.

Advisory speeds to be posted will be determined by the Department.

The names and telephone numbers of the superintendent and one other responsible employee shall be furnished. Such employees shall be on call or available at night, on weekends, or during other non-working periods to repair or replace all traffic control devices which may become damaged or inoperative.

When traffic lanes are restricted and when specified as a pay item, a patroller shall inspect and maintain traffic control devices. The patroller shall patrol the construction zone and shall immediately correct, maintain, and repair traffic control devices or notify the Contractor designated persons for immediate repair to such traffic control devices. A full time patroller shall be on duty during periods when work is not in progress.

Temporary traffic control devices shall be maintained continuously, except as described herein, to ensure visibility and to protect the public. All reflective sheeting backgrounds and lights shall be kept clean of foreign matter. The Contractor shall complete a "Traffic Control Device Report" weekly. This report is supplied in the Proposal Book for the contract and is to insure that the traffic control devices are looked at daily. The report does not always need to be filled out by the CWTS but must be reviewed by the CWTS for completeness and accuracy. The report shall be signed by the person who filled it out and initialed by the CWTS that it was reviewed. The Engineer will sign and date the report when received. The Engineer will not be responsible for the report's completeness and accuracy. If the CWTS feels that a situation exists where the temporary traffic control devices do not need to be checked daily for a certain period of time, the CWTS and the Engineer must agree on how often they should be checked.

*The location by reference post and the date and time of operation of Temporary Worksite Speed Limit sign assemblies shall be recorded daily on a form provided by the Department. The completed report shall be submitted weekly to the Engineer. The report shall be completed and signed by the CWTS or their designee and shall be reviewed by the CWTS for completeness and accuracy.*

Except for construction warning lights and temporary signals, the ATSSA brochure titled Quality Standards For Work Zone Traffic Control Devices will be used as a guide to determine if temporary traffic control devices are Acceptable, Marginal, or Unacceptable as defined in the brochure. Upon initial setup and phase changes of temporary traffic control devices, all individual devices shall be of the Acceptable classification. A device not completely covered or removed when the message does not apply or when directed, will be considered unacceptable.

A temporary traffic control device will be deemed to be in non-compliance when considered Unacceptable. A type of temporary traffic control device will be deemed to be in non-compliance when 25% or more of the individual devices are considered Marginal. Damages may be assessed in accordance with 105.14 for non-compliance.

Non-compliance of construction warning lights will be in accordance with 801.14.

All barricades, signs, or flashing arrow signs shall be moved from one location and re-erected at another location as shown on the plans or as directed.

Where two-way traffic is to be maintained on a one-way pavement, and where the existing shoulders on such roadway are earth, aggregate No. 73 shoulders shall be compacted in accordance with 303.06 as shown on the plans. Compacted aggregate shoulders shall remain in place unless subsequent construction activities on the contract require its removal.

Temporary drainage structures, temporary concrete median barrier units, and other temporary devices required and used for traffic maintenance shall remain the property of the Contractor.

808-T-116 SNOWPLOWABLE RAISED PAVEMENT MARKERS

*(Adopted 09-01-05)*

Snowplowable raised pavement markers manufactured by the following companies will be considered approved to meet the requirements of this contract. The slots cut in the pavement shall be in accordance with the manufacturer's recommendations.

|         |  |  |
|---------|--|--|
| MKRM-10 | Stimsonite Corporation<br>6565 W. Howard Street<br>Niles, Illinois 60714     | Models detailed on<br>Standard Sheets 808-<br>or 808-MKRM-11 |
|         | Hallen Products Ltd.<br>39960 N. Millcreek Rd.<br>Wadsworth, Illinois 60083. | Iron Star Model 664H   |

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UTILITY COORDINATION CERTIFICATION

**UTILITY COORDINATION CERTIFICATION**

Contract No. RS-28767

Des No. 0600170

Project Description: Resurface Project on SR 38 from SR 13 to I-69  
in Madison County

The undersigned certifies they have made a diligent effort, consistent with INDOT guidelines, to identify and show all known utilities within the limits of this contract. All known utility companies have been provided with plans or other information that clearly identifies the scope of this contract. Utility relocation plans and schedules, where provided, for all utilities expected to be in the way of construction in this contract have been reviewed, coordinated, and approved or forwarded to the Owner for approval. The "Existing Conditions of Utilities" statements included in this contract include utility names, contact persons' names and telephone numbers, and relocation descriptions and schedules, where provided, for all utilities found to be within the limits of this right-of-way.

The Utility Coordinator is not responsible for utility companies who have failed to cooperate, respond, and/or provide information needed. Further, the Utility Coordinator does not guarantee or warrant in any way the accuracy of information supplied by utility companies.

UTILITY COORDINATOR

Layton M. Marshall Date: 5-13-08  
Signed

Layton M. Marshall  
Printed

SUMMARY OF COMMITMENTS

**Commitments Summary Form**

|                           |  |
|---------------------------|--|
| <b>Des. No.:</b>          | 0600170  |
| <b>Project No.:</b>       | Not Assigned.  |
| <b>County:</b>            | Madison  |
| <b>Description:</b>       | Resurfacing job on SR 38 from SR13 to I - 69.          |
| <b>Project Termini:</b>   | From RP 0 + 41 to RP 12 + 01                           |
| <b>Average R/W Width:</b> | No additional R/W should be required for this project. |

| <b>Committed Items:</b> (If implementation is not possible, section that made commitment must document review.)  | <b>Implemented:</b><br>Yes/No (reason) |
|--|--|
| This is a normal project of resurfacing on SR 38 from SR 13 to I - 69.   |  |
| Appropriately designed measures for controlling erosion and sediment must be implemented to prevent sediment from entering the stream or leaving the construction site; maintain these measures until construction is complete and all disturbed areas are stabilized. |  |
| Revegetate all bare and disturbed areas with a mixture of grasses (excluding all varieties of tall fescue), legumes, and native shrub and hardwood tree species as soon as possible upon completion.   |  |
| All materials including asphalt and aggregate from the milling operation will be properly disposed. No materials will be deposited in waterway   |  |
| Impacts to wet lands within the proposed project area will be avoided or minimized .   |  |
| The IDEM, Office of Water Quality, is to be contacted if construction activity includes clearing, grading, excavation and other land disturbing activities that result in the disturbance of one or more acres of total land area.                                     |  |

| <b>Committed Items:</b> (If implementation is not possible, section that made commitment must document review.)   | <b>Implemented:</b><br>Yes/No (reason) |
|---|--|
| Under State law, if any archaeological artifacts or human remain are uncovered during construction, the discovery will be reported to the Department of Natural Resources within two (2) business days. |  |
| No open burning of construction wastes is to be permitted without proper variance from IDEM.  |  |
| Fugitive dust must be controlled by proper wetting, chemical stabilizers, or wind barriers. Dirt tracked onto paved roads from unpaved areas is to be minimized.  |  |
| The use of cutback asphalt emulsion containing more than seven percent oil distillate is prohibited during the months April through October.  |  |
| Contractors are not to enter Pleasant Valley Cemetery.  |  |
| All equipments will be confined to the roadway and shall not enter any waterway or stream.  |  |
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| <b>Items for further consideration:</b> (Designer or other responsible party must briefly describe implement response.)   | <b>Implemented:</b><br>Yes/No (reason) |
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|   |  |
| <b>Commitments by Office of Environmental Services by:</b>  |  |
| <b>Evaluated and/or Modified/Updated by Design by:</b>  |  |
| <b>Evaluated and/or Modified/Updated by Land Acquisition by:</b>  |  |

|  |  |
|--|--|
| <b>Final Design Evaluation and Preparation for Construction by:</b>    |  |
| <b>All Commitments have been Incorporated into the Project (PS/E):</b> |  |