

INDIANA  
DEPARTMENT OF TRANSPORTATION

CONTRACT INFORMATION  
BOOK (CIB)

PART I

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

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

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

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

*Covering Items in Table of Contents, PART I  
For Release for Bidding Purposes*

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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RECURRING PLAN DETAILS	1 -
TRAFFIC CONTROL DEVICE REPORT	1
SPECIAL PROVISIONS	1 -

PART II

**CONTACT FOR CONTRACTORS**

**\***

DISTRICT CONSTRUCTION ENGINEER:

**\*QUESTION FORM**

Contractors shall submit contract specific questions by completing the Question Form accessed from <http://entappsqa.indot.in.gov/cqa/>. The Department will attempt 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. <https://netservices.indot.in.gov/ViewDocs2.0/> will display the interface used for selection of contract letting documents. For the document category, select "Q and A Form".

**CONTACTS FOR DISTRICT PERSONNEL ONLY**

PHONE:

PHONE:



INDIANA DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF PAY ITEMS

PAGE: 1

CONTRACT ID: RS-35944-A

LETTING DATE: November 06, 2013  
REVISED:

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

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS   CTS	BID AMOUNT DOLLARS   CTS
SECTION 0001 PATCH AND REHAB BITUMINOUS PAVEMENT				
0001	105-06845 CONSTRUCTION ENGINEERING	LUMP	LUMP	.
0002	109-08359 LIQUIDATED DAMAGES	1.000 DOL	1.00000	1.00
0003	109-08360 CONTRACT LIENS	1.000 DOL	1.00000	1.00
0004	109-08443 QUALITY ADJUSTMENTS, TEMPORARY TRAFFIC CONTROL DEVICES	1.000 DOL	1.00000	1.00
0005	109-08444 QUALITY ADJUSTMENTS, FAILED MATERIALS	1.000 DOL	1.00000	1.00
0006	109-08463 PROJECT ESTIMATE ADJUSTMENT	1.000 DOL	1.00000	1.00
0007	109-09489 PAYMENT ADJUSTMENT, PG ASPHALT BINDER	1.000 DOL	1.00000	1.00
0008	110-01001 MOBILIZATION AND DEMOBILIZATION	LUMP	LUMP	.
0009	202-02240 PAVEMENT REMOVAL	609.000 SYS	.	.
0010	304-07491 HMA PATCHING, TYPE C	1495.000 TON	.	.

INDIANA DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF PAY ITEMS

PAGE: 2

CONTRACT ID: RS-35944-A

LETTING DATE: November 06, 2013

REVISED:

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

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0011	628-09401 FIELD OFFICE, A	6.000 MOS	.		.	
0012	628-11730 CELLULAR TELEPHONE TYPE B	1.000 EACH	.		.	
0013	628-11731 CELLULAR TELEPHONE ADDITIONAL DATA	1.000 DOL	1.00000		1.00	
0014	628-11732 CELLULAR TELEPHONE ADDITIONAL MINUTES	1.000 DOL	1.00000		1.00	
0015	628-11780 CELLULAR TELEPHONE SERVICE 500 MIN	6.000 MOS	.		.	
0016	801-03290 CONSTRUCTION SIGN, C	8.000 EACH	.		.	
0017	801-06640 CONSTRUCTION SIGN, A	56.000 EACH	.		.	
0018	801-06775 MAINTAINING TRAFFIC	LUMP		LUMP		.
0019	808-06712 LINE, PAINT, BROKEN, YELLOW, 4 IN	382.000 LFT	.		.	
0020	808-06713 LINE, PAINT, SOLID, WHITE, 4 IN	6098.000 LFT	.		.	
0021	808-06714 LINE, PAINT, SOLID, YELLOW, 4 IN	4574.000 LFT	.		.	

INDIANA DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF PAY ITEMS

PAGE: 3

CONTRACT ID: RS-35944-A

LETTING DATE: November 06, 2013  
REVISED:

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

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS   CTS	BID AMOUNT DOLLARS   CTS
0022	808-75996 SNOWPLOWABLE RAISED PAVEMENT MARKER, REMOVE	25.000 EACH	.	.
0023	808-75998 SNOWPLOWABLE RAISED PAVEMENT MARKER	25.000 EACH	.	.
	SECTION 0001 TOTAL			.
	TOTAL BID			.







**Storm Water, Erosion, and Sediment Control Inspection Report**INDOT  
(4-2012)**Part F: Inspection Certification**

I certify that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate, and complete.

Inspector Name Printed: \_\_\_\_\_ Company: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Inspector Signature: \_\_\_\_\_

If evaluating an inspection performed by another inspector, please check one of the following boxes:

I concur with the inspector       I do not concur with the inspector (please circle any findings that you do not agree with)

Owner Representative Name: \_\_\_\_\_ Signature: \_\_\_\_\_

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

A permanent copy must be filed with the project records and be provided to INDOT or IDEM personnel according to requirements or upon request.

**Table of Types of Erosion and Sediment Control Best Management Practices (BMPs)**

1	Diversion Interceptor	8	Check Dam, Traversable	15	Filter Berm	22	Concrete Washout
2	Temporary Seeding	9	Slope Drain	16	Filter Sock	23	Secondary Spill Containment
3	Permanent Sod or Seed	10	Splash Pad	17	Turbidity Curtain	24	
4	Mulch (hydraulic or bonded fiber mulch)	11	Sediment Trap	18	Surface Roughening	25	
5	Straw Mulch (blown/laid)	12	Sediment Basin	19	Vegetative Filter Strip	26	
6	Manufactured Surface Protection Products	13	Retention Pond	20	Inlet Protection	27	
7	Check Dam	14	Silt Fence	21	Construction entrance/exit	28	

cc: Prime Contractor Superintendent (add Prime Contractor Owner/President when appropriate)  
INDOT Project Engineer (add INDOT Area Engineer when appropriate)  
INDOT District E&SC Specialist (add INDOT Central Office E&SC Specialist when appropriate)

**Storm Water, Erosion, and Sediment Control Inspection Report**INDOT  
(4-2012)

Instructions for the Contractor's representative: Fill out this document completely including filling out the Project Information, Areas Inspected and Parts A, B, C, D, E and F the day of your field investigation and put it on file for the project. Submit the signed document to the INDOT project representative the same day. Always provide pictures to document site conditions observed in your report.

Instructions for INDOT's representative:

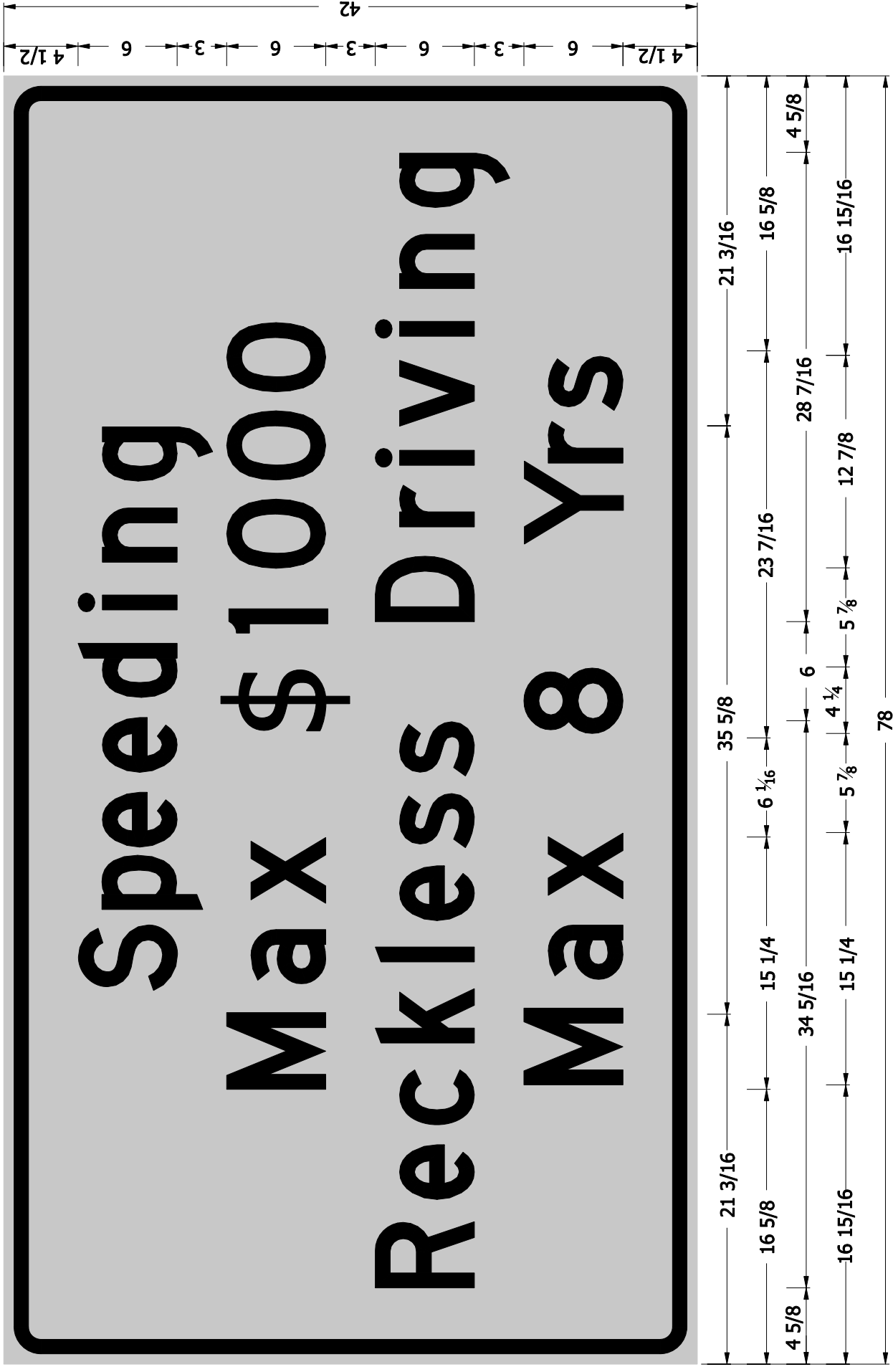
- When you receive a completed and signed inspection report as completed by the contractor, visit the site within 24 hours of receipt of the contractor's inspection to verify the contractor's findings. If you concur with the contractor's inspection, fill out part F and sign as the INDOT representative. If you don't concur with the contractor's inspection, fill out parts E, F and circle any areas where you believe the inspection misrepresented the site's state of compliance with the intent of INDOT standards. If possible, provide pictures to document site conditions observed. Upon completion, sign under Part F, put it on file with the project and copy the prime contractor's representative.
- If you are completing this as an evaluation of an INDOT project without regard to the contractor's inspection, fill out all parts of the form including part D, E and sign as the inspector in part F. Always provide pictures to document site conditions observed in your report. Provide a copy to the INDOT PE/PS for the project and the Area Engineer. It is recommended that the inspection report be provided to the contractor immediately for their information (not their concurrence). It is also recommended another INDOT rep. visit the site within 24 hours to verify the inspection for their records and sign concurrence or non-concurrence in Part F.

Additional Explanation:

- Part A – Only put BMPs in Part A that were deemed to be in need of maintenance or alteration. Do not provide a list of every BMP inspected on the project. The intent is to document only those which were deemed in need of maintenance or alteration in order to continue to meet the intent of the measure at the location.
- Part B – Only put additional BMPs not yet installed on the project site in Part B. These can be BMPs intended for a different construction phase of the project or BMPs planned for other areas of the project that make sense to be deployed at additional locations. This is also where recommendations of measures would occur that identify new BMPs not in the contract documents.
- Part C – This is a list of known bare/exposed areas of the project and the justification why they are remaining bare or exposed during the review period despite a lack of construction activities. This especially includes any areas that are or are planned to be exposed for greater than 7 days without immediate plans to stabilize.
- Part D – Checking that the project is not in compliance with the intent of INDOT standards indicates that despite the additional maintenance measures and BMPs, the project's oversight is failing to ensure that sediment is prevented from leaving the project site or has the potential to leave the project site.
- Part E – List principles of storm water or erosion and sediment control that appear to be lacking on the project which demonstrate the lack of oversight of the project by qualified personnel.
- Part F – The "I certify" signature of the inspector is important in order to document whose opinion is being provided by the filling out of this form.



9-03-07



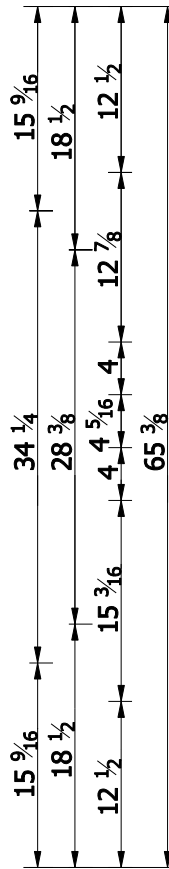
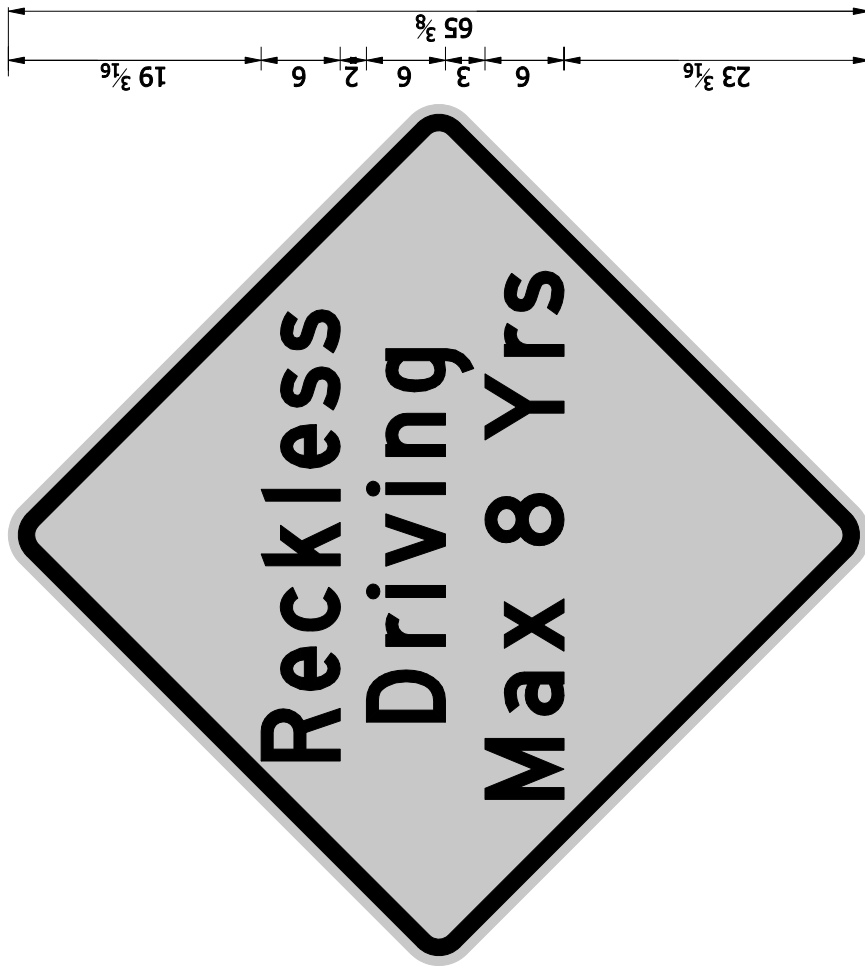
6 D UPPER AND LOWER; 2.250" Radius, 0.875" Border, 0.625" Indent, Black on Orange;  
 [Speeding] D; [Max \$1000] D; [Reckless Driving] D; [Max 8 Yrs] D;

XG 20-7

INDIANA DEPARTMENT OF TRANSPORTATION

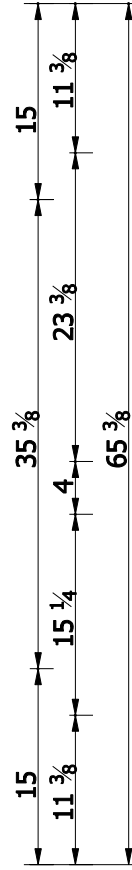
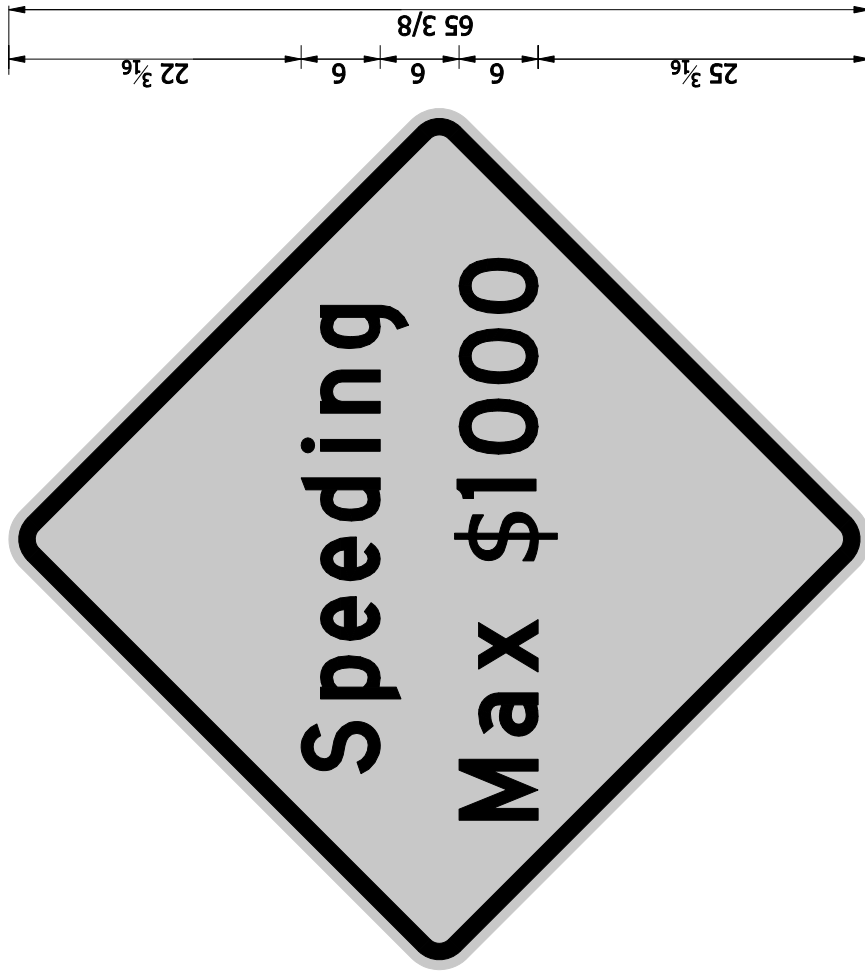
WORKSITE ADDED  
 PENALTY SIGN 78 x 42





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



SPECIAL PROVISIONS  
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100-C-147 PAYMENT OF PREDETERMINED MINIMUM WAGE DETERMINATION  
 (DAVIS-BACON ACT)  
 General Decision Number IN130006

*(Revised 01-07-13)*

General Decision Number IN130006 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

*(Revised 05-01-12)*

**REQUIRED CONTRACT PROVISIONS  
 FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, 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.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

## II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 601.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**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, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) 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 provisions of the Americans with 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 contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its 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, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program 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 minorities and women.

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 minorities and women 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 minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women 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, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such 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 its 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 their avenues of appeal.

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

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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 employees who are minorities and women 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 good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 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 good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith 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 contracting agency 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 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 minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. 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 contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. 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. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted 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 contracting agency deems appropriate.

**11. 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 the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

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

(1) The number and work hours 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; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency 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](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics 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 issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, 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 29 CFR 5.5(a)(4). 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. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) 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.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), 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 Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The 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.

(3) In the event the contractor, the laborers or mechanics to be employed in the 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. The Wage and Hour 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as 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.

## **2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor 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, so 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 contracting agency 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.

## **3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of 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. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) 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 shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

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

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each 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 Regulations, 29 CFR part 3;

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

(3) 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 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, 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 FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action 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.

#### **4. Apprentices and trainees**

##### **a. Apprentices (programs of the USDOL).**

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 U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or 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 Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen 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 worker 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 on 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 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's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

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 journeymen 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### **b. Trainees (programs of the USDOL).**

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 U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman 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 wage rate on the wage determination which provides for less than full fringe benefits for apprentices. 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.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor 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. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. 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.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 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 U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.



**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the 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 or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.**

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys 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 (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

**VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

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 contracting agency. 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 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased 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 or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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 or propose 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 VI 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 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 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 contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

**VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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 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. 3704).
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.3704).

**VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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, Form FHWA-1022 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:

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 under this title or imprisoned not more than 5 years or both."

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

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

**1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier 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 first tier 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 first tier 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 contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier 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," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first 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 entering into this transaction.
- g. The prospective first tier 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 Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- 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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective 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.

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**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  - (2) Have not within a three-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;

(3) 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 (a)(2) of this certification; and

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

b. Where the prospective 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 Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more -2 CFR Parts 180 and 1200)

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," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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 exceeding the \$25,000 threshold.

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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov>), which is compiled by the General Services Administration.

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 Participants:**

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 participating in covered transactions 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.

\* \* \* \* \*

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

This provision is 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 its bid or proposal that the participant 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 AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

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 the participant 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, the participant 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 one 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 provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. 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-151C DBE RECORD KEEPING AND TIMELY PAY

(Revised 08-24-12)

SECTION 103, AFTER LINE 340, 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 Prequalification Engineer.*

- (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 924, 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.*

## 100-C-151D EXECUTIVE ORDER 11246

(Revised 03-09-06)

The Standard Specifications are revised as follows:

SECTION 103, BEGIN LINE 341, 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 10 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% 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

(Revised 10-05-10)

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, national origin, disability/handicap, or income status 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, age, national origin, disability/handicap, or income status.
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.

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100-C-188 STANDARD SPECIFICATIONS

(Revised 05-23-13)

Wherever in the contract documents the 1999, 2006, 2008, 2010 or 2012 Standard Specifications are referenced, it shall be interpreted to mean the 2014 Standard Specifications.

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## 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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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.*

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108-C-585 WORKING RESTRICTIONS DURING CERTAIN HOLIDAY PERIODS

(Revised 05-23-13)

The Standard Specifications are revised as follows:

SECTION 108, AFTER LINE 395, DELETE AND INSERT AS FOLLOWS:

*Contractors will not be permitted to work during the following holiday periods unless prior written approval is received from the Engineer. All deliveries and traffic coming from suppliers shall cease during the Department-ordered suspensions of work listed below. No time extensions to closure periods, intermediate completion dates, or contract completion dates will be granted for suspending work during these holiday periods.*

- (a) New Year's Day. If New Year's Day falls on a Sunday, work shall be suspended from noon December 31 until sunrise January 3. If New Year's Day falls on a Monday through Saturday, work shall be suspended from noon December 31 until sunrise January 2.*
- (b) Good Friday. Work shall be suspended from noon on Good Friday until sunrise Monday.*
- (c) Memorial Day. Work shall be suspended from noon the Friday before Memorial Day until sunrise Tuesday, the day after Memorial Day.*
- (d) Independence Day. If Independence Day falls on a:
  - Sunday - Work shall be suspended from noon Friday, July 2, until sunrise Tuesday, July 6.*
  - Monday - Work shall be suspended from noon Friday, July 1, until sunrise Tuesday, July 5.**

*Tuesday - Work shall be suspended from noon Friday, June 30, until sunrise Wednesday, July 5.*

*Wednesday - Work shall be suspended from sunset on Tuesday, July 3, until sunrise Thursday, July 5.*

*Thursday - Work shall be suspended from noon Wednesday, July 3, until sunrise Monday, July 8.*

*Friday - Work shall be suspended from noon Thursday, July 3, until sunrise Monday, July 7.*

*Saturday - Work shall be suspended from noon Thursday, July 2, until sunrise Monday, July 6.*

*(e) Labor Day. Work shall be suspended from noon the Friday before Labor Day until sunrise Tuesday, the day after Labor Day.*

*(f) Thanksgiving Day. Work shall be suspended from noon the Wednesday before Thanksgiving Day until sunrise the Monday after Thanksgiving Day.*

*(g) Christmas Day. Work shall be suspended from noon December 24 until sunrise December 27.*

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

109-C-212 PROJECT ESTIMATE ADJUSTMENT

(Adopted 07-27-07)

The Department's construction record management software generates partial payment estimates based on the total contract, inclusive of all projects within the contract. In the event that one or more projects within the contract has a total dollar value less than zero for any given partial payment period, the software will not generate a partial payment estimate for the total contract. If this occurs, the Engineer will apply a project estimate adjustment in order to generate a total contract partial payment estimate.

A project estimate adjustment will initially be a positive dollar amount of a value that will adjust a negative project partial payment estimate to zero for the given partial payment period. After application of the project estimate adjustment, the Engineer will track the affected project to determine when sufficient additional work has been completed to offset the project estimate adjustment amount. At that time, the Engineer will apply a second project estimate adjustment to the project. The second project estimate adjustment will be a negative dollar amount of a value that will adjust the project estimate adjustment item to a balance of zero for the project.

The Engineer will apply project estimate adjustments as described above as often as necessary during the life of the contract in order to generate total contract partial payment estimates. The final quantity of the project estimate adjustment item will be zero prior to final payment.

The contract unit price for project estimate adjustment will be \$1.00.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit Symbol</b>
Project Estimate Adjustment.....	DOL

## 109-C-219 PG ASPHALT BINDER MATERIAL COST ADJUSTMENTS

(Revised 05-23-13)

The Standard Specifications are revised as follows:

SECTION 109, AFTER LINE 902, INSERT AS FOLLOWS:

***109.05.3 PG Asphalt Binder Material Cost Adjustments***

*The Contractor shall elect at the time the bid proposal is submitted, in a manner determined by the Department, whether or not to enact PG asphalt binder material cost adjustments. If the Contractor elects not to enact such adjustments, there will be no adjusted payment made to the Contractor for changes in the cost of PG asphalt binder materials used on the project and the provisions of this specification will not be applied to the contract. PG asphalt binder material cost adjustments will not be added to the contract at any time after the Contractor has elected not to enact such adjustments with submittal of the bid proposal. PG asphalt binder material cost adjustments will not be applied to alternate bid pavement items, but may be applied to the common items on contracts containing alternate bid pavement items.*

*When the Contractor elects to enact PG asphalt binder material cost adjustments at the time the bid proposal is submitted, the Department will adjust payment to the Contractor due to an increase or decrease in the cost of PG asphalt binder material used on the project to produce HMA mixtures that are paid in accordance with 304, 401, 402, 410, 414, 610 or 718. Payment will be adjusted when an increase or decrease in the PG asphalt binder index for the contract is greater than or equal to 10.01%. Payment will only be adjusted when the total original or revised quantity of at least one HMA pay item exceeds 2,000 tons.*

*For contracts without any original HMA pay item quantity equal to or greater than 2,000 tons, adjusted payment will not be made until the revised quantity of at least one HMA pay item meets the quantity criteria. No adjusted payment will be made on any quantity of HMA items placed prior to when the 2,000 ton criteria has been met.*

*The Department will determine a PG asphalt binder index from one or more commercial services that provide regional indices. The PG asphalt binder index will be maintained by the Office of Materials Management and posted on the Department's website. The posting will include an explanation of how the index is determined. A monthly payment adjustment will be calculated for each HMA pay item placed on the contract during that month. The total PG asphalt binder adjustment applied to the contract each month will be the sum of the calculations for each HMA pay item. The payment adjustment for each HMA pay item will be calculated as follows:*



*For a price increase:*

$$MPA = (Q \times Pb) / 100 \times LI \times [(BI-LI) / LI - 0.10]$$

*For a price decrease:*

$$MPA = (Q \times Pb) / 100 \times LI \times [(BI-LI) / LI + 0.10]$$

*Where:*

*MPA = Mixture Payment Adjustment, in dollars, calculated to the nearest 0.01 dollar for each HMA pay item.*

*Q = Quantity of a HMA pay item placed, in tons, entered to the actual 0.01 unit placed. The quantity will be calculated prior to calculation of any other quantity adjustment.*

*Pb = Percent of virgin asphalt binder from the DMF, in the adjustment period, or JMF for the HMA mixture, entered to the nearest 0.1.*

*BI = PG asphalt binder index for the month the HMA pay item is placed, reported to the nearest whole dollar.*

*LI = PG asphalt binder index for the contract. The LI for all original contract HMA pay items equals the BI for the month immediately prior to the month of letting for the contract. The LI for any HMA extra work pay item will be the BI for the month the unit price for the pay item is submitted by the Contractor.*

*The calculation of (BI-LI)/LI will be rounded to the nearest 0.001. Payment will only be adjusted when the absolute value of (BI-LI)/LI is equal to or greater than 0.101.*

*If HMA pay items are placed beyond the specified contract completion date for the contract, the Department will calculate pay adjustments on the BI for the month of the specified completion date or the month of placement, whichever result is less.*

*The unit price of PG asphalt binder payment adjustment will be \$1.00 and the pay quantities will be in units of dollars.*

*Payment will be made under:*

***Pay Item***

***Pay Unit Symbol***

*Payment Adjustment, PG Asphalt Binder .....DOL*

## 203-R-550 APPROVAL OF BORROW AND DISPOSAL SITES

*(Revised 05-23-13)*

The Standard Specifications are revised as follows:

SECTION 201, BEGIN LINE 3, INSERT AS FOLLOWS:

**201.01 Description**

This work shall consist of clearing, grubbing, removing, and disposing of all vegetation and debris, except such objects as are designated to remain or are to be removed in accordance with other sections of these specifications, within the construction limits shown on the plans. If no construction limits are shown, the right-of-way and easement areas will be the construction limits. This work shall include the preservation from injury or defacement of all vegetation and objects designated to remain. *Disposal of material shall be in accordance with 203.08.*

SECTION 201, BEGIN LINE 43, DELETE AND INSERT AS FOLLOWS:

Unless burned in accordance with the requirements herein, perishable materials and debris shall be removed from the right-of-way and disposed of ~~at locations off the construction site and outside the limits of view from the traveled roadway~~ *in accordance with 203.08. If permitted, sod. Sod* may be disposed of within the right-of-way, but outside the construction limits, ~~if allowed. Written permission shall be obtained from the property owner on whose property the materials and debris are to be placed. All necessary arrangements shall be made with the owner for obtaining suitable disposal locations. The cost involved shall be included in the contract price of pay items.~~

SECTION 202, BEGIN LINE 13, DELETE AND INSERT AS FOLLOWS:

**202.02 General Requirements**

All buildings and foundations in accordance with 202.06, structures, fences, tanks, and other obstructions, any portions of which are on the right-of-way shall be razed, removed, and disposed of, except utilities and those features for which other provisions have been made for removal. Designated salvageable material shall be removed without unnecessary damage in sections or pieces which may be transported readily and shall be stored at specified places within the project limits or as otherwise designated. ~~Unless otherwise specified and~~ *Except for regulated materials, which are defined in shall be disposed of in accordance with 104.06, and bridge painting debris which is subject to 619, non-salvageable material shall be disposed of in accordance with State, Federal, and local regulations* ~~203.08. Unregulated material that may be disposed of on private property, other than approved landfill sites, shall only be done with written approval of the Engineer and the property owner with appropriate permits and shall be outside the limits of view from the traveled roadway. Copies of all agreements with property owners shall be furnished.~~ Unsuitable material shall be removed from cisterns, septic tanks, other tanks, basements, and cavities. The disposition of this material shall be in accordance with all applicable and current State, Federal, and Local Regulations.

SECTION 203, BEGIN LINE 51, DELETE AND INSERT AS FOLLOWS:

**203.08 Borrow or Disposal**

Borrow shall consist of approved material required for the construction of embankments or for other portions of the work and shall be obtained from approved locations and sources outside the right-of-way. Borrow material shall be free of substances that will form deleterious deposits, or produce toxic concentrations or combinations that may be harmful to human, animal, plant or aquatic life, or otherwise impair the designated uses of ~~the a~~ stream or area. Unless otherwise designated in the contract, arrangements shall be made for obtaining borrow. Borrow, as designated herein, shall not include material excavated beyond the right-of-way limits at intersecting public roads, private and commercial drive approaches, ~~or~~ and material furnished as B borrow.

*Disposal of waste material, other than regulated material, from within the right-of-way shall only be allowed at approved locations either within or outside the right-of-way. Disposal of regulated material shall be in accordance with 104.06.*

~~Proposed borrow sites and proposed disposal sites for excavated material shall be identified before such material is excavated or disposed of within or outside the right of way.~~

Except where a ~~permitted or~~ licensed commercial site or a permitted site is utilized for borrow or disposal, the Contractor shall obtain all permits required by local, State and Federal laws prior to the start of any operations at the site.

*Licensed commercial sites and permitted sites are defined as follows:*

- (a) A licensed commercial site is a solid waste facility with a current IDEM operation number.*
- (b) A permitted site is a location that is operated under permits required by local, state and federal laws for the activities proposed by the Contractor. A permitted site shall also have documentation that a wetlands delineation and an archaeological survey have been performed by qualified professionals.*

*For proposed borrow or disposal sites other than licensed commercial or permitted sites, an inspection of areas outside the construction limits shall be conducted by a qualified wetland professional approved by the Department to determine if wetlands are present on the site. An approved wetland professional shall be prequalified with the Department to perform environmental services work type 5.4 Ecological Surveys or shall be certified by the Society of Wetland Scientists as a wetland professional-in-training or professional wetland scientist. A list of approved wetland professionals is maintained on the Department's website. ~~This~~ The wetlands inspection shall be in accordance with the Federal Manual for Identifying and Delineating Jurisdictional Wetlands.*

~~The inspection shall also determine if isolated wetlands as defined by the IDEM are present. The Contractor shall submit a document, signed by the wetland professional, verifying that the site has been inspected for the presence of wetlands in accordance with the federal manual and for isolated wetlands and, if any are present, specifying the area to be demarcated as jurisdictional waters and/or wetland. The Contractor shall demarcate in a method approved by the Engineer the boundary of all wetlands identified within the proposed borrow or disposal site. Once the area to be used for borrow or for disposal of excavated material has been shown not to contain jurisdictional or isolated wetlands, the boundary of the area cleared shall be demarcated. The methods of demarcation shall be as approved by the Engineer.~~

*For proposed borrow or disposal sites other than licensed commercial or permitted sites, a qualified archaeologist shall perform a record check and field survey to determine if any significant archaeological sites exist within the proposed site. The Indiana Department of Natural Resources Division of Historic Preservation and Archeology maintains a roster of qualified archeological consultants. If any archaeological sites are identified, the archaeologist shall establish the limits of the site along with a reasonable border. The Contractor shall demarcate in a method approved by the Engineer the border of all archeological sites identified within the proposed borrow or disposal site.*

*Identified archeological sites shall not be disturbed unless the site is cleared by established procedures and written authorization to enter the site has been obtained by the Contractor.*

~~The Department maintains a list of professional consultants who are prequalified to perform various types of work. A qualified wetland professional shall be a professional consultant who is prequalified with the Department to perform Environmental Services work type 5.4 Ecological Surveys, or is certified by the Society of Wetland Scientists, SWS, as a wetland professional in training or professional wetland scientist.~~

~~Previously approved sites may be utilized for borrow or disposal operations if the Contractor furnishes a valid permit or document signed by a wetland professional prior to utilizing the site.~~

*Borrow and disposal sites shall be approved by the Engineer prior to the start of any earth disturbing operations at the site. A request for approval of a borrow or disposal site shall be submitted to the Engineer a minimum of 14 days prior to the Contractor's planned start of operations at the site. All requests for approval of a borrow or disposal site shall include a description of the Contractor's planned operations at the site. In the case of disposal sites, the description shall include a listing of the types of material to be disposed of at the site.*

*A request for approval of a licensed commercial site shall include the following:*

- (a) The name and address of the facility.*
- (b) The IDEM operating number.*
- (c) The expiration date of the IDEM operating permit.*

*A request for approval of a permitted site shall include the following:*

- (a) Name of the site owner.*
- (b) Address of the site.*
- (c) A list of the permits, permit numbers and permit expiration dates for all permits under which the site operates.*
- (d) Documentation that a wetlands delineation and an archaeological survey have been performed by qualified professionals.*

*A request for approval of a site, other than a licensed commercial or permitted site, shall include the following:*

- (a) Name of the property owner.*
- (b) Address or location of the site.*
- (c) A copy of a right-of-entry obtained from the property owner. Rights-of-entry shall include rights for access by Department personnel to the site for the purposes of monitoring, measurement and sampling.*
- (d) A site plan showing the site location, site dimensions, adjacent property and right-of-way lines, all demarcated jurisdictional wetlands or isolated wetlands, all demarcated archeological sites, existing and proposed finished contours and proposed finished slope grades.*
- (e) A site operations plan detailing the operations proposed for the site, what equipment will be utilized, how the site will be accessed and any other information relevant to the operation of the site.*
- (f) A copy of the Rule 5 Notice of Intent, if required under 327 IAC 15-5.*
- (g) An erosion control plan for the site including the types of erosion control measures to be incorporated and the sequencing of the measures in respect to the operations plan for the site.*
- (h) Documentation signed by a wetlands professional verifying that the site has been inspected for the presence of both wetlands and isolated wetlands and, if any are present, specifying the area to be demarcated as jurisdictional or isolated wetlands.*
- (i) Documentation of the archeological record check and field survey signed by a qualified archeologist including the limits and border of any archeological site discovered.*
- (j) Copies of all other permits obtained by the Contractor to perform operations at the site.*

*The Contractor shall provide the Engineer a minimum of 14 days notice prior to opening borrow areas for the purpose of obtaining original cross section elevations and measurements and to sample the borrow material prior to use.*

*The Contractor shall install temporary erosion and sediment control measures at borrow or disposal sites other than licensed commercial and permitted sites prior to the start of any earth disturbing activity. ~~If the Contractor elects to use the site, all required permits shall be obtained.~~ The Contractor shall develop and construct all mitigation measures necessary to ~~and fulfill all the requirements detailed by such of all permits obtained by the Contractor for operation of a borrow or disposal site. The Contractor shall also obtain written permission from the land owner for Department personnel to access the site for monitoring.~~*

*No excavation shall occur or no material shall be disposed of ~~beyond~~ within the boundaries of the demarcated wetlands and archeological areas unless the operations are in compliance with all required permits and these specifications.*

*No extension of completion time will be granted due to any delays by the Contractor in securing approval of borrow or disposal sites.*

~~Before borrow or disposal operations are begun, the Contractor shall submit operation plans for approval. Such plans shall include the following:~~

- ~~(a) a detailed sketch showing the limits relative to property and right of way lines;~~
- ~~(b) the grade of all slopes;~~
- ~~(c) an erosion control plan in accordance with the requirements of 327 IAC 15-5;~~
- ~~(d) the encasement, finished grading, and seeding procedures; and~~
- ~~(e) archaeological clearance.~~

~~Notice shall be given in advance of opening borrow areas so that cross section elevations and measurements of the ground surface after stripping may be taken and the borrow material may be tested before being used.~~

~~Except when a commercial source is utilized, a qualified archaeologist shall perform a record check and field survey of borrow or disposal limits to determine if any significant archaeological sites are within the limits. Results of the record check and survey shall be furnished in writing prior to the excavation of any material. If any archaeological sites are identified, the archaeologist shall establish the limits of the site along with a reasonable border. The site shall not be disturbed unless the archaeological site is cleared by established procedures and written authorization to enter the site has been issued. No extension of completion time will be granted due to any delays in securing approval of a borrow or disposal site.~~

*Approval of a proposed borrow or disposal site by the Engineer, whether the proposed site is commercial, permitted, or otherwise, shall not relieve the Contractor of its responsibility to utilize an appropriate site and to comply with all Local, State and Federal laws and regulations.*

SECTION 203, BEGIN LINE 294, DELETE AND INSERT AS FOLLOWS:

**203.10 Disposal of Excavated Material Except Waterway and Peat Excavation**

Excavation material shall be used for the construction of embankments, shoulders, special fill, or other places as may be specified or directed, depending on the nature of the material. Excavated material that is suitable for embankment construction, that is not required for maintenance of traffic, shall be placed in the embankment before placing any borrow material, unless otherwise authorized in writing.

If more material is excavated from within required cut slopelines than is needed to construct embankments or special fills, the excess may be used to widen embankments, flatten fill slopes, or be used otherwise as directed. All excess excavated material that cannot be used constructively within the project limits shall be disposed of off the right-of-way in accordance with ~~201.03 and~~ 203.08.

Excavation obtained from the right-of-way and planned to be used in fills may be wasted and replaced with borrow with no additional payment only after written permission is obtained. All required samples of the borrow or the excavation materials involved shall be furnished with no additional payment.

**203.11 Disposal of Waterway Excavation**

Unless otherwise provided, material resulting from waterway excavation shall be used ~~to fill old channels and~~, if suitable, in embankment, special fill, and approach embankments, or any combination of these, as specified or directed.

~~A~~ Any portion of waterway excavation *material* which is unsuitable for the above uses, a *any* portion which is suitable but is in excess of that required for such uses, or ~~if~~ *when* locations for such ~~disposal uses~~ are not available, the ~~disposal material~~ shall be *disposed of* in accordance with ~~201.03~~ 203.08.

**203.12 Disposal of Peat**

All material removed as peat excavation, removed or displaced by machine operation, or displaced by the advancing backfilling material shall be ~~uniformly spread between the toes of fill slopes and the swamp ditches or beyond, or otherwise~~ disposed of in accordance with 203.08.

## 801-C-157 CERTIFICATION OF TEMPORARY TRAFFIC CONTROL DEVICES

*(Revised 05-23-13)***Category I 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 NCHRP 350.

Device	Composition	Max. Weight	Max. Height
Single Piece	Rubber	20 lb	36 in.
Traffic Cones	Plastic	20 lb	48 in.
Tubular Markers	Rubber	13 lb	36 in.
	Plastic	13 lb	36 in.
Single Piece Drums	High Density Plastic	77 lb	36 in.
	Low Density Plastic	77 lb	36 in.
Delineators	Plastic, Fiberglass	N/A	48 in.

No lights, signs, flags, or other auxiliary attachments are included in the weight of the devices listed above. Reflective sheeting or reflective buttons are included on delineators. Maximum weights, 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. diameter by 4 in. cadmium plated steel bolt with nut and a 1 1/2 in. high cup washer.

1. The weight shall be no more than 5 lb.
2. The lens diameter shall be 7 to 8 in.
3. The height of the light shall be 11 to 14 in.

**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 350, Test Level 3.

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



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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 150, 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.*

## 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-194 AUTOMATED FLAGGER ASSISTANCE DEVICE

(Adopted 05-16-13)

The Standard Specifications are revised as follows:

SECTION 801, BEGIN LINE 11, INSERT AS FOLLOWS:

**801.02 Materials**

Materials shall be in accordance with the following:

*Automated Flagger Assistance Devices* .....923.08

SECTION 801, AFTER LINE 791, INSERT AS FOLLOWS:

**(e) Automated Flagger Assistance Devices**

*An Automated Flagger Assistance Device, AFAD, may be used to control a single lane of approaching traffic on a two-lane highway for flagging operations.*

*Only qualified flaggers who have been trained on the operation of the AFAD shall operate the AFAD. AFAD operators shall be able to provide written proof that they have been trained by the AFAD manufacturer. Two trained flaggers shall be available on-site to provide flagging in case of an AFAD malfunction. The flagger operating the AFAD shall be positioned to have unobstructed line of sight to approaching traffic and the AFAD. A single flagger may be used to control both approaches to the work site if adequate, unobstructed sight distance exists between the AFAD operator and both approaching directions of traffic and both AFADs.*

*The flagger operating the AFAD shall not leave the device unattended at any time while the AFAD is in use. The operating flagger shall be positioned at such point to be in full view of oncoming traffic and the AFAD at all times the AFAD is in use. The flagger operator shall keep a back up hand held remote readily available at all times when the device is being operated.*

*The AFAD shall be positioned so that the end of the gate arm, if used, shall extend at least to the center of the lane being controlled but shy of the roadway centerline.*

*A drum shall be placed immediately in front of the AFAD trailer at both corners for delineation.*

SECTION 801, BEGIN LINE 1148, INSERT AS FOLLOWS:

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

SECTION 923, BEGIN LINE 238, INSERT AS FOLLOWS:

**923.08 Automated Flagger Assistance Device**

*The Automated Flagger Assistance Device, AFAD, shall alternately display a STOP sign and a SLOW sign to control traffic while being operated by a hand held remote control. AFADs shall meet the requirements of the Indiana Manual on Uniform Traffic Control Devices, Chapter 6E. Each AFAD shall be equipped with two hand held remote controls. Trailer mounted AFAD's shall be equipped with a gate arm.*

*Only automated flagger assistance devices from the List of Approved Solar Powered Traffic Control Devices shall be used. Automated flagger assistance devices will be placed and maintained on the list of approved Solar Powered Traffic Control Devices in accordance with ITM 955.*

**(a) Signs**

*The STOP and SLOW signs shall have a minimum width of 24 in. with lettering that is at least 8 in. in height. The WAIT ON STOP sign shall be visible along the same line of view of the STOP sign face.*

**(b) Supplemental Conspicuity Devices**

*The STOP sign face shall be supplemented by a circular, red stop beacon. The SLOW sign face shall be supplemented by either: a circular, yellow warning beacon, or Type B warning lights with a minimum viewing distance of 1000 ft.*

**(c) Gate Arm**

*Gate arms shall be made of reinforced thermoplastic or tubular aluminum. When in the horizontal positions the arm shall have a 2 ft to 4 ft mounting height above the pavement surface*

**(d) Cabinets and Controller**

*The battery and controller cabinets shall be in accordance with NEMA Standard 250 Enclosure 3R requirements and be provided with a hasp and lock. The AFAD shall include a manual override of the hand held remote at the device. The AFAD shall not have any means by which it can operate on a pre-set or pre-timed basis.*

**(e) Remote Control Device**

*Two hand held, cordless remote controls shall be provided with each AFAD. The remote control shall be waterproof and display signal receipt confirmation. The remote shall use a frequency hopping, spread spectrum radio signal with frequencies outside the 700MHz band, 698 MHz to 806 MHz. The remote control device shall be programmable to control either one unit or two units simultaneously and shall control the units over a one-mile range. Remote control batteries shall be rechargeable. A recharging device shall be provided with each remote.*

**(f) Batteries and Charging System**

*Batteries shall be deep cycle type and be capable of operating the AFAD continuously for two days, 24 hrs per day without a need of re-charging. An audible low battery voltage alarm sound system shall be provided. The battery charging system shall consist of a solar panel. Solar panels shall be UL 1703 certified.*

**(g) Trailer**

The trailer, if used, shall be designed to withstand a 60 mph wind loading with a 1.3 gust factor when the AFAD is set up in operating position. The trailer shall be painted safety orange, Federal Standard 595, color No. 12300. The trailer shall be provided with a minimum of two leveling jacks, each operated by a crank which locks in place.

**923.089 Acceptance of Temporary Traffic Control Devices**

Temporary traffic control devices will be accepted by visual inspection unless otherwise indicated.

## 801-T-198 TRAFFIC CONTROL FOR TRAFFIC BREAKS

(Adopted 07-17-13)

The Standard Specifications are revised as follows:

SECTION 801, BEGIN LINE 795, DELETE AND INSERT AS FOLLOWS:

**801.16 Temporary Traffic Control Zone**

A temporary traffic control zone is a work zone with frequently changing operation, a maximum duration of seven calendar days; mobile operation; or a temporary traffic stoppagebreak.

SECTION 801, BEGIN LINE 829, DELETE AND INSERT AS FOLLOWS:

**(c) Traffic Control for Temporary Traffic StoppageBreaks**

Traffic shall not be allowed to pass directly beneath personnel or equipment working on an overhead structure. *Traffic breaks, when approved by the Engineer, may be implemented for moving equipment or materials over the traveled way. Traffic breaks shall be accomplished by temporary stoppage, rolling slowdown or other approved method. Traffic stoppage breaks during an overhead operation shall not exceed 20 minutes at one time. There shall be enough time between consecutive stoppagebreaks to allow traffic to return to normal flow.*

Three working days prior to commencing work which necessitates temporary stoppage breaks of traffic, written notice shall be given to the Department and the Indiana State Police that highway traffic shall be stopped, *slowed or diverted* temporarily at a specific location, time, and date to accomplish specified work. Traffic shall be safely controlled during the stoppage traffic break. The following minimum requirements shall be met.

**1. On Multi-Lane Divided Highways**

Advance warning signs and pilot vehicles shall be located as specified or as otherwise directed. ~~For each direction of road closure two flaggers shall be located at the site of the work and a minimum of two additional flaggers shall be used to warn approaching traffic.~~

## 2. On Non-Divided Highways

Advance warning signs shall be located as specified or as otherwise directed. For each direction of road closure, *a minimum of one flagger shall be located at the site of the work and a minimum of one additional flagger shall be used to warn approaching traffic.*

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

(Revised 05-23-13)

The Standard Specifications are revised as follows:

SECTION 107, AFTER LINE 755, INSERT AS FOLLOWS:

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

*Such existing conditions are as described below.*

***(a) Utilities***

*There is no known involvement of utility companies or organizations located within the project limits.*

***(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 105 IAC 11-3-7.*

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108-C-095 FAILURE TO COMPLETE ON TIME FOR CALENDAR COMPLETION DATE

*(Revised 05-23-13)*

The Standard Specifications are revised as follows:

SECTION 108, DELETE LINES 582 THROUGH 594.

SECTION 108, AFTER LINE 595, INSERT AS FOLLOWS:

*If the contract is not completed on or before the contract completion date shown on the Proposal sheet, \$1000.00 will be assessed as liquidated damages, not as a penalty, but as damages sustained, for each calendar day that the contract is not complete.*

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

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## PATCHING LAYOUT

The contractor shall allow 5 working days after staking and stationing are completed prior to commencing patching operations to allow INDOT personnel time to observe and document areas to be patched. The contractor shall have temporary signage in place and provide station information prior to the beginning of the 5 working days.

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**INDIANA DEPARTMENT  
OF  
TRANSPORTATION**

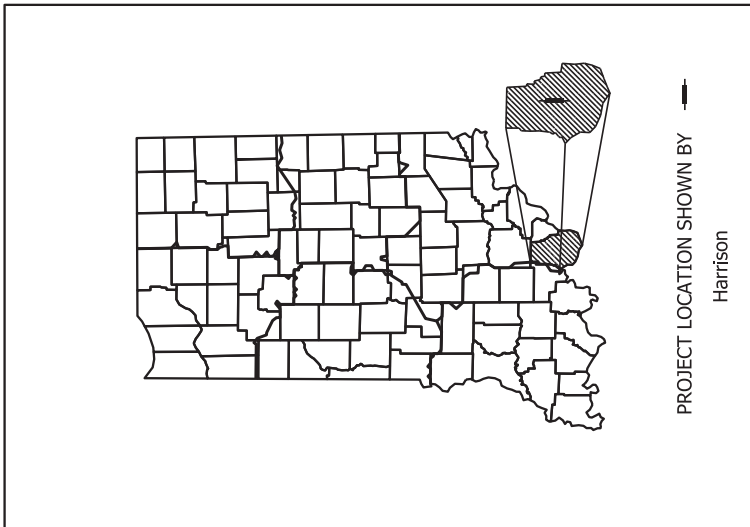
**CONTRACT INFORMATION  
BOOK (CIB)**

***PART II***

**CONSTRUCTION DRAWINGS**

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

CONTRACT NO. RS-35944



PROJECT LOCATION SHOWN BY  
Harrison

DES. NO. 1382488

# INDIANA DEPARTMENT OF TRANSPORTATION

## Patch and Rehab Pavement (Preventative Maint.)

### PROJECT DESCRIPTION

Patch And Rehab Bituminous Pavement

### PROJECT LOCATION

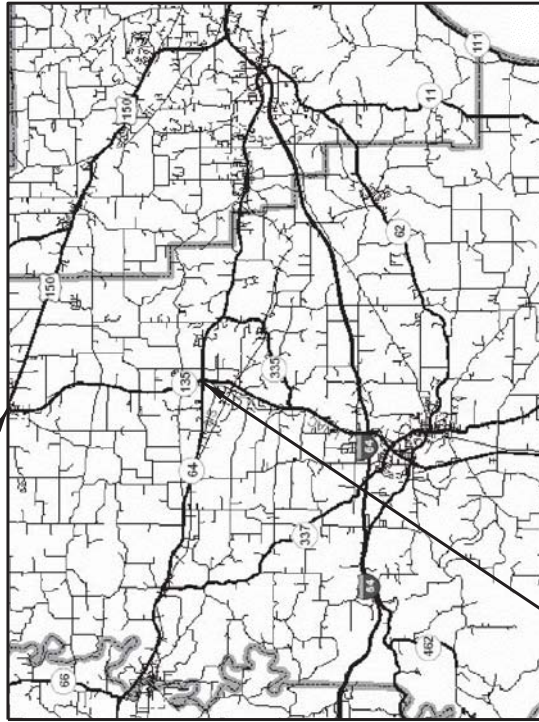
This project consists of Patch And Rehab Bituminous of Pavement on S.R. 135, from S.R. 64 (RP 21+87) to U.S. 150 (RP 28+62) in Harrison County.

Gross Length      6.67 MI.

Net Length        N/A MI.



END PROJECT



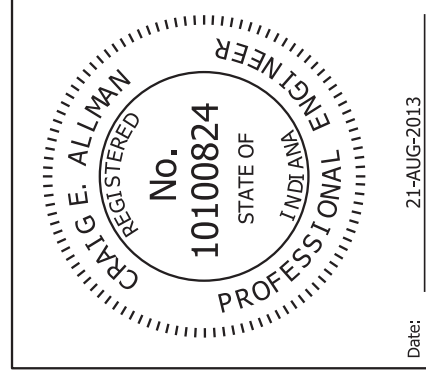
BEGIN PROJECT

Federal Road Region 5	
<b>TRAFFIC DATA</b>	
A.A.D.T. ( 2013 )	7640 V.P.D.
A.A.D.T. ( 2034 ) Proj.	8930 V.P.D.
D.H.V. ( 2034 )	9.26 V.P.H.
Directional Distribution	49.81
Trucks 13.29% D.H.V.	16.24% A.A.D.T.
<b>DESIGN DATA</b>	
Design Speed	55
Project Design Criteria	PARTIAL 3R (NON-FREEWAY)
Functional Class	MINOR ARTERIAL
Rural/Urban	RURAL
Terrain	LEVEL

LATITUDE:	N 38°21'37"
LONGITUDE:	W 86°5'49"

PLANS PREPARED BY:

Craig E. Allman, P.E.



Date: 21-AUG-2013

CERTIFIED BY:

*Craig E. Allman*

APPROVED FOR LETTING:

John P. Tomblin      2013.08.21  
12:29:32 -04'00'

INDIANA DEPARTMENT OF TRANSPORTATION

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## UTILITY INFORMATION

INDIANA UNDERGROUND PLANT PROTECTION SERVICE, INC.



**Know what's below.  
Call before you dig.**

Per Indiana State Law IC-8-1-26-16, It is against the law to excavate without notifying the underground location service two (2) working days before commencing work.

INDIANA UNDERGROUND  
1-800-382-5544 OR CALL 811  
24 HOURS A DAY 7 DAYS A WEEK

Note: Utility Locations are shown based upon information (maps and paint marks) supplied by others, and there is no guarantee of the accuracy or completeness of said locations

# CONSTRUCTION SIGN LAYOUT/STRIP MAP

BUFFALO TRACE RD.

RENNER WAY

HUNTERS RD.

SCHOOL LN.  
STA. 228+97

(RP 26+06)  
HANCOCK CHAPEL RD.

STA. 185+67

(RP 25+24)  
WENNINGS RD.

STA. 172+47  
(RP 24+99)

SHADY LN.  
STA. 131+29

(RP 24+21)  
FLATWOOD RD.

STA. 118+09  
(RP 23+96)

DAVIS DR.  
STA. 90+63  
(RP 23+44)

WHISKEY RUN RD.

STA. 38+89  
(RP 22+46)

S.R. 64  
STA. 16+19  
(RP 21+80)

BEG. PROJECT AT  
PAVEMENT BREAK  
STA. 10+00  
MATCH END PROJECT  
DES. 1382489

S.R. 135

NOTE:  
ROAD STATIONING IS  
APPROXIMATED FROM RP  
FOR REFERENCE ONLY

STA. 184+20  
(RP 25+00)

STA. 128+55  
(RP 24+00)

STA. 23+47  
(RP 22+00)

SCALE: N.T.S.

OLD EAST RD.

SCHOOL LN.  
STA. 228+97

(RP 26+06)  
BRADFORD RD.

STA. 185+67  
(RP 25+24)

FLATWOOD RD.  
STA. 118+09

(RP 23+96)  
CEMETERY RD.

STA. 90+63  
(RP 23+44)

OAK PARK DR.  
STA. 52+62

(RP 22+72)

WHISKEY RUN RD.  
STA. 38+89

(RP 22+46)

S.R. 64  
STA. 16+19

(RP 21+80)

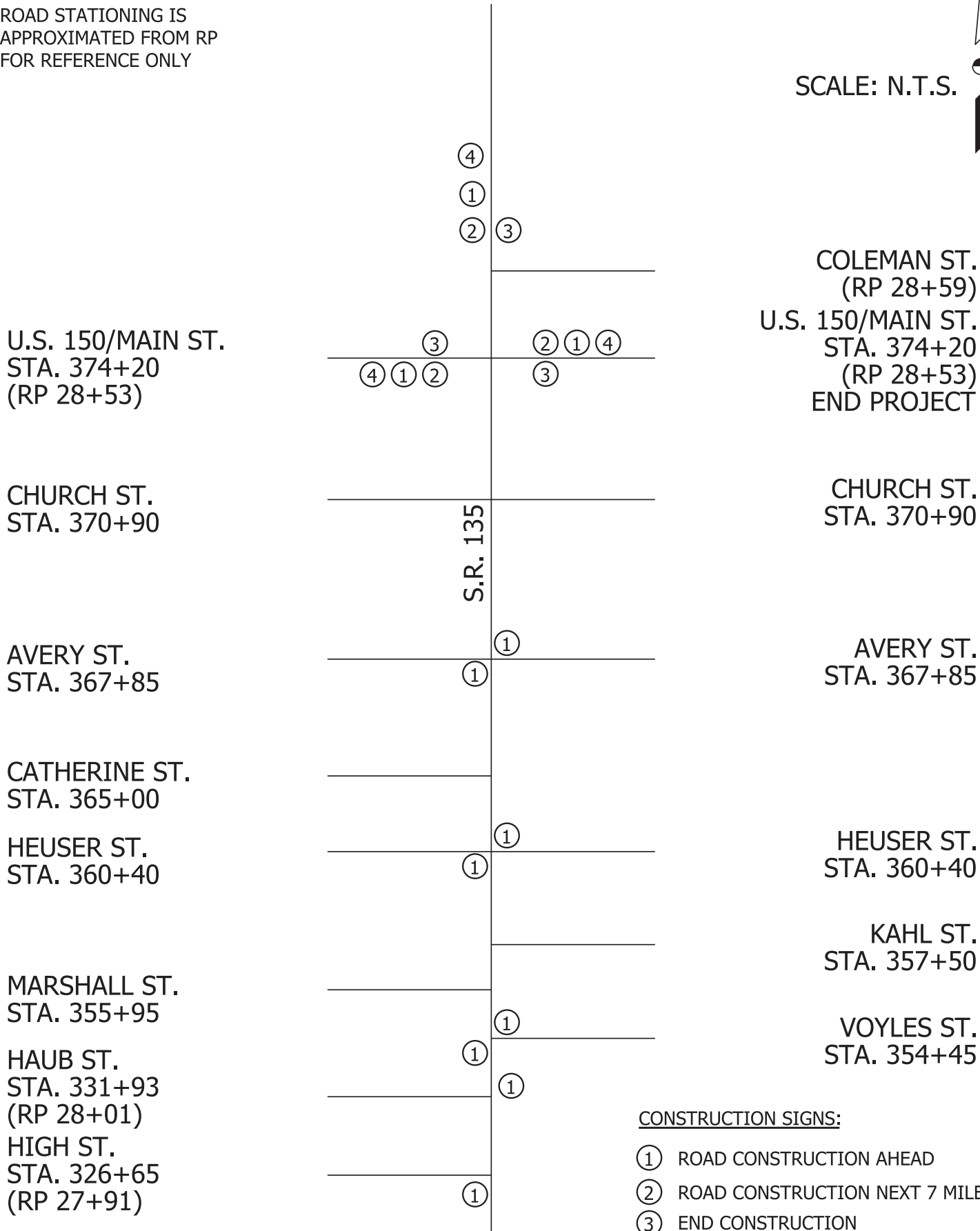
CONSTRUCTION SIGNS:

- ① ROAD CONSTRUCTION AHEAD
- ② ROAD CONSTRUCTION NEXT 7 MILES
- ③ END CONSTRUCTION
- ④ WORKSITE ADDED PENALTY SIGN

# CONSTRUCTION SIGN LAYOUT/STRIP MAP (CONTINUED)

NOTE:  
ROAD STATIONING IS  
APPROXIMATED FROM RP  
FOR REFERENCE ONLY

SCALE: N.T.S.



COLEMAN ST.  
(RP 28+59)  
U.S. 150/MAIN ST.  
STA. 374+20  
(RP 28+53)  
END PROJECT

CHURCH ST.  
STA. 370+90

CHURCH ST.  
STA. 370+90

AVERY ST.  
STA. 367+85

AVERY ST.  
STA. 367+85

CATHERINE ST.  
STA. 365+00

HEUSER ST.  
STA. 360+40

HEUSER ST.  
STA. 360+40

MARSHALL ST.  
STA. 355+95

KAHL ST.  
STA. 357+50

HAUB ST.  
STA. 331+93  
(RP 28+01)

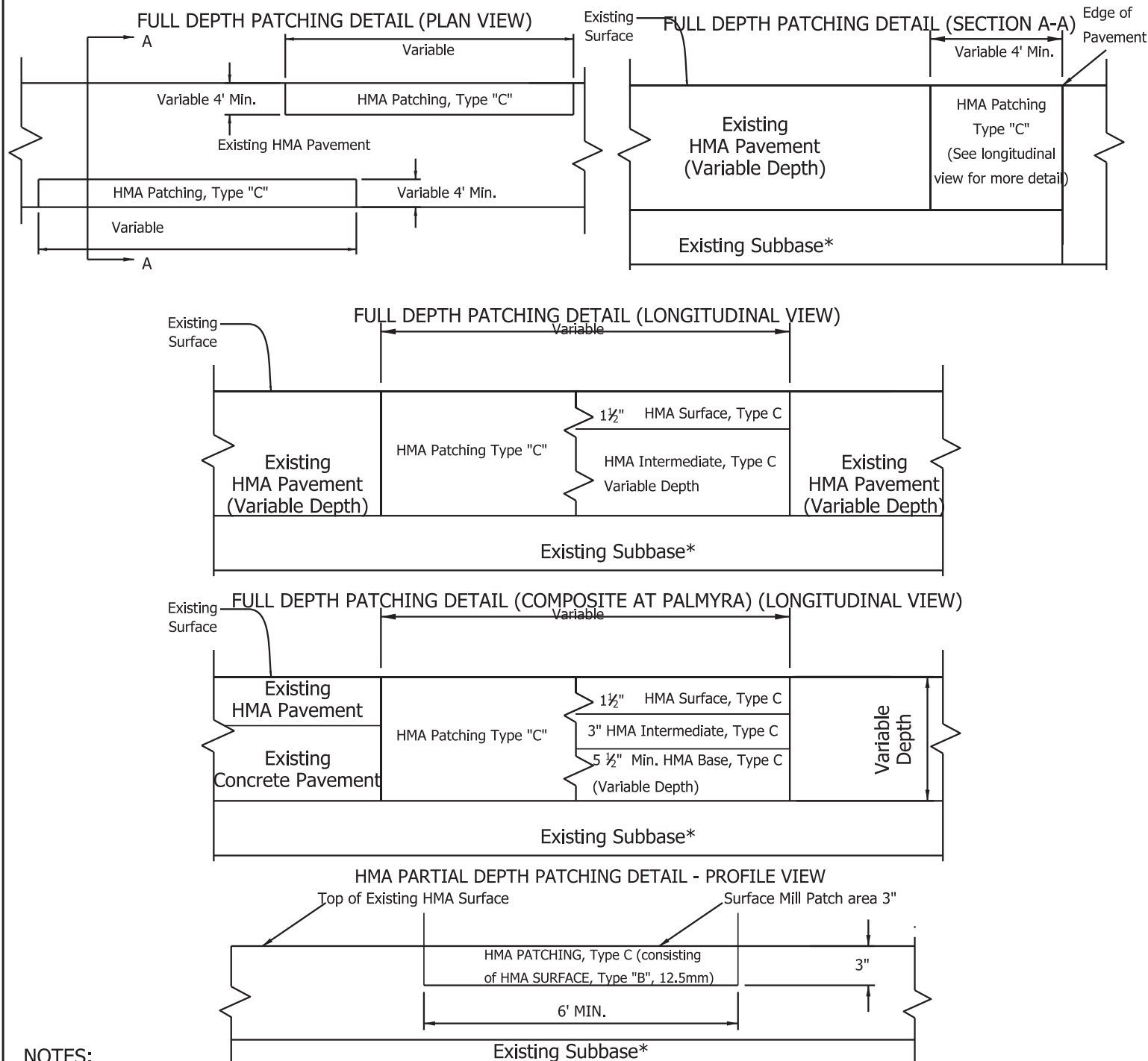
VOYLES ST.  
STA. 354+45

HIGH ST.  
STA. 326+65  
(RP 27+91)

CONSTRUCTION SIGNS:

- ① ROAD CONSTRUCTION AHEAD
- ② ROAD CONSTRUCTION NEXT 7 MILES
- ③ END CONSTRUCTION
- ④ WORKSITE ADDED PENALTY SIGN

# HMA PATCHING DETAILS



**NOTES:**

- \* IF EXISTING SUBBASE IS EXISTING CONCRETE DO NO DISTURB UNLESS NOTED
- 1. LOCATIONS AND PATCHING TYPES SHOWN ON THE PATCHING TABLES ARE PROVIDED FOR INFORMATION ONLY. ACTUAL LOCATIONS OF PATCHING WILL BE DETERMINED BY PROJECT ENGINEER.
- 2. HMA PATCHING, TYPE C FOR FULL DEPTH PATCHING (COMPOSITE AT PALMYRA) SHALL CONSIST OF 1 1/2" HMA, SURFACE, TYPE C OVER 3" HMA, INTERMEDIATE, TYPE C OVER 5 1/2" HMA BASE, TYPE C. MIN. 10" THICKNESS A QUANTITY OF PAVEMENT REMOVAL WILL BE PROVIDE TO REMOVE THE CONCRETE PORTION OF THE COMPOSITE AREA
- 3. HMA PATCHING, TYPE C FOR FULL DEPTH PATCHING SHALL CONSIST OF 1 1/2" HMA, SURFACE, TYPE C OVER VARIABLE DEPTH HMA, INTERMEDIATE, TYPE C
- 3. NEAR THE RAILROAD CROSSING NO PATCHING SHALL BE PLACED WITHIN 50' OF THE CROSSING
- 4. AN UNDISTRIBUTED QUANTITY OF 100 TONS FOR HMA PATCHING SHALL BE PROVIDED UNDISTRIBUTED TO BE PLACED AT THE DISCRETION OF THE PROJECT ENGINEER.

## FULL DEPTH PATCHING TABLES

### FULL DEPTH HMA PATCHING WITH PCCP PATCHING TABLE

From	To	Description	L (ft)	Width (ft)	Area (sys)
365+20	368+24	Northbound lane	304	12	405.3
366+71	368+24	Southbound lane	153	12	204.0

**TOTAL (SYS) = 609.33**  
**TOTAL (TONS) = 335.13**

### FULL DEPTH HMA PATCHING TABLE

From	To	Description	L (ft)	Width (ft)	Area (sys)
350+65	351+00	Northbound lane (edge to pavement)	35	4	15.6
354+64	354+77	Northbound lane (edge to pavement)	13	6	8.7
355+65	365+20	Northbound lane (Travel lane, edge to pavement)	955	6	636.7
357+95	358+21	Southbound lane (edge to pavement)	26	12	34.7

**TOTAL (SYS) = 695.56**  
**TOTAL (TONS) = 382.56**



## PARTIAL DEPTH PATCHING TABLES

### PARTIAL DEPTH HMA PATCHING TABLE

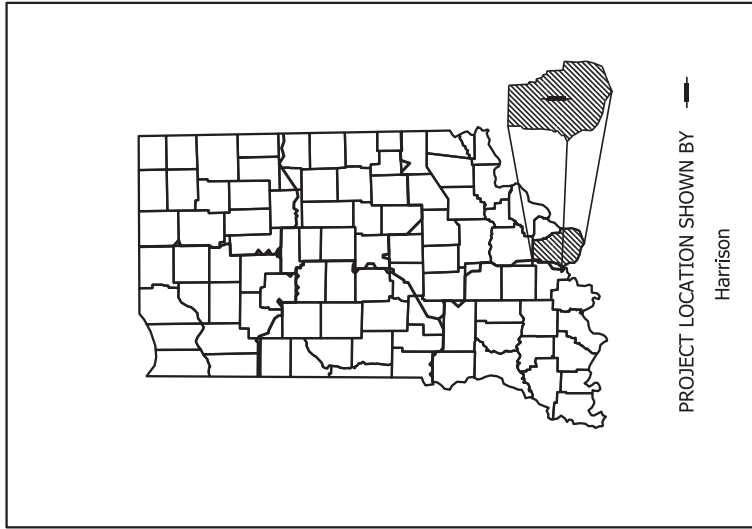
<b>From</b>	<b>Description</b>	<b>L (ft)</b>	<b>Width (ft)</b>	<b>Area (sys)</b>
90+91	both lanes	6	26	17.3
91+92	both lanes	6	26	17.3
97+50	both lanes	6	26	17.3
98+76	both lanes	6	26	17.3
209+19	both lanes	6	26	17.3
293+80	both lanes	6	26	17.3
295+60	both lanes	6	26	17.3
323+00	both lanes	6	26	17.3
339+91	both lanes	6	26	17.3
345+66	both lanes	6	26	17.3
353+77	both lanes	6	44	29.3
354+94	both lanes	6	26	17.3
359+50	both lanes	6	26	17.3
360+72	both lanes	6	26	17.3
361+56	both lanes	6	26	17.3
363+11	both lanes	6	26	17.3
364+30	both lanes	6	26	17.3

**TOTAL (SYS) = 306.67**  
**TOTAL (TONS) = 50.6**

## QUANTITY TABLE

<b>Description</b>	<b>Quantity</b>	<b>Unit</b>
LINE, PAINT, SOLID, YELLOW, 4"	2,382	LFT.
LINE, PAINT, SOLID, WHITE, 4"	3,176	LFT.
LINE, PAINT, BROKEN, YELLOW, 4"	199	LFT.
CONSTRUCTION SIGNS, TYPE A	37	EA.
CONSTRUCTION SIGNS, TYPE C	5	EA.
PAVEMENT REMOVAL (FOR FULL DEPTH COMPOSITE PATCHING)	609	SYS.
HMA PATCHING, TYPE C	868	TONS
SNOWPLOWABLE RAISED PAVEMENT MARKER, REMOVE (UNDISTRIBUTED)	20	EA.
SNOWPLOWABLE RAISED PAVEMENT MARKER (UNDISTRIBUTED)	20	EA.

CONTRACT NO. RS-35944



# INDIANA DEPARTMENT OF TRANSPORTATION

## Patch and Rehab Pavement (Preventative Maint.)

### PROJECT DESCRIPTION

Patch And Rehab Bituminous Pavement

### PROJECT LOCATION

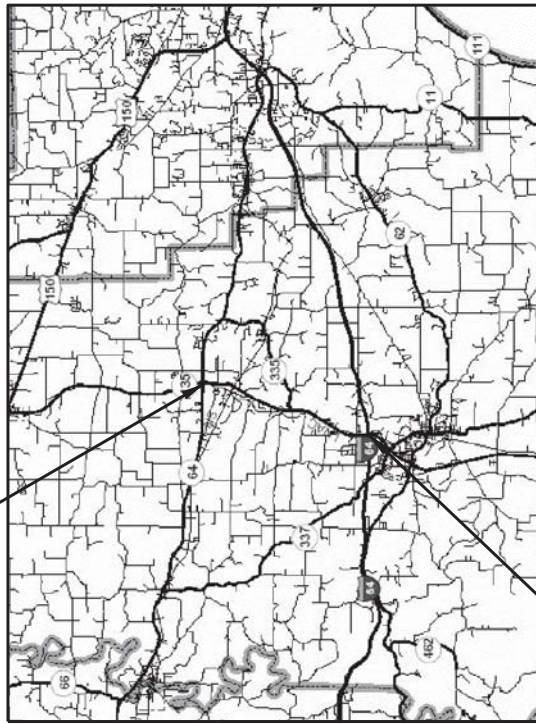
This project consists of Patch And Rehab Bituminous of Pavement on S.R. 135, from I-64 (RP 16+69) to S.R. 64 (RP 21+87) in Harrison County.

Gross Length 5.18 MI.

Net Length N/A MI.



END PROJECT



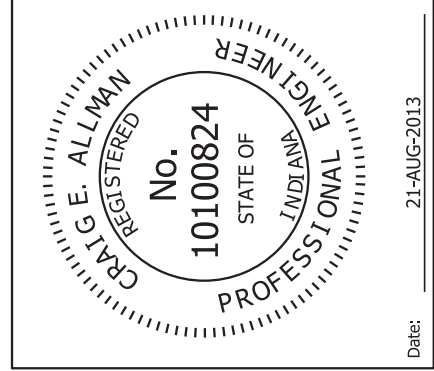
BEGIN PROJECT

Federal Road Region 5	
<b>TRAFFIC DATA</b>	
A.A.D.T. ( 2013 )	13420 V.P.D.
A.A.D.T. ( 2034 ) Proj.	14230 V.P.D.
D.H.V. ( 2034 )	8.34 V.P.H.
Directional Distribution	50.49
Trucks 7.93% D.H.V.	10.62% A.A.D.T.
<b>DESIGN DATA</b>	
Design Speed	55
Project Design Criteria	PARTIAL 3R (NON-FREEWAY)
Functional Class	MINOR ARTERIAL
Rural/Urban	RURAL
Terrain	LEVEL

LATITUDE:	N 38°16'39"
LONGITUDE:	W 86°6'34"

PLANS PREPARED BY:

Craig E. Allman, P.E.



Date: 21-AUG-2013

CERTIFIED BY:

2013.08.21 13:16:42 -04'00'

APPROVED FOR LETTING.

Indiana Department of Transportation  
Standard Specifications dated 2014  
to be used with these plans.

INDIANA DEPARTMENT OF TRANSPORTATION

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QUANTITY TABLE .....	10

## UTILITY INFORMATION

INDIANA UNDERGROUND PLANT PROTECTION SERVICE, INC.



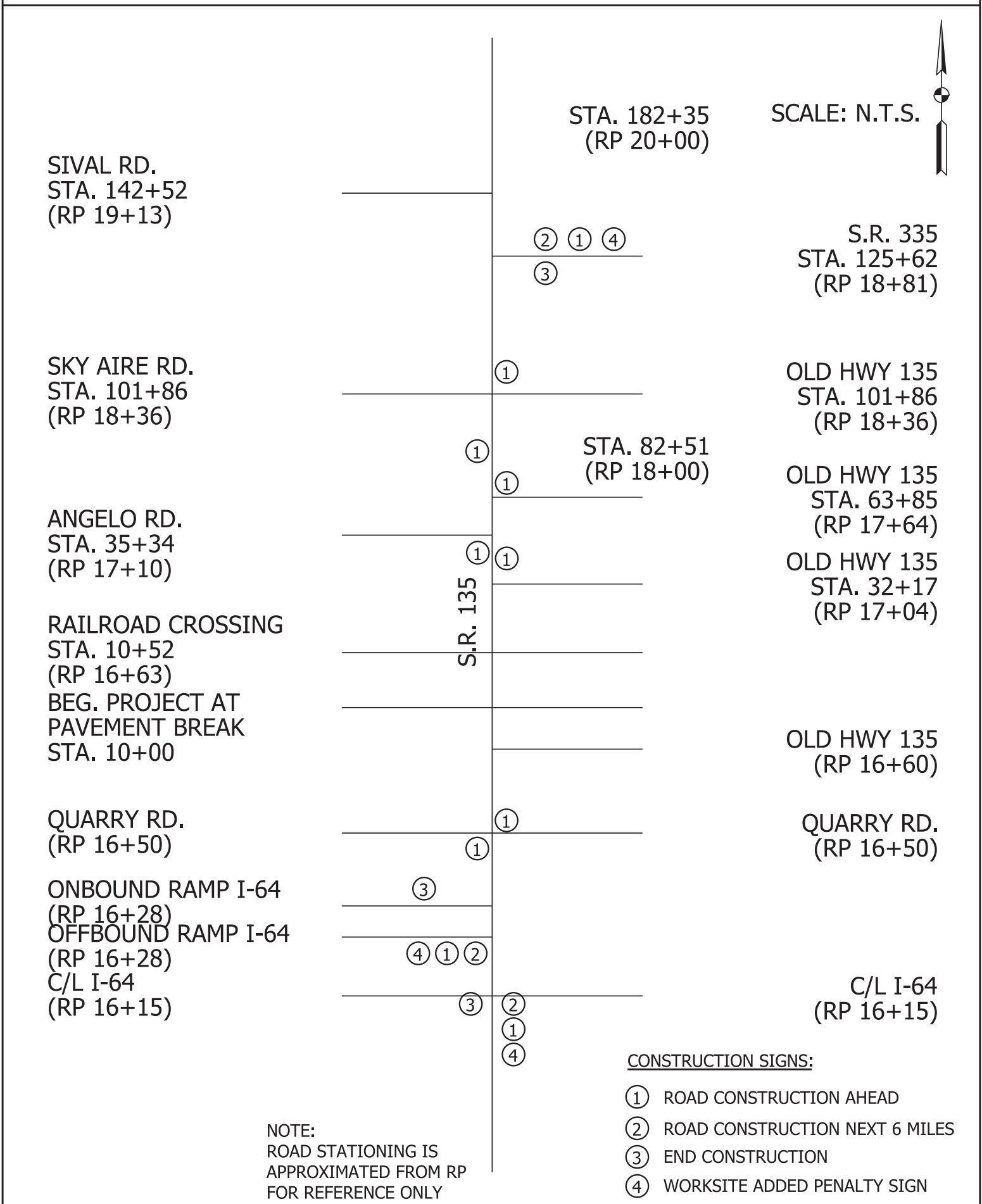
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INDIANA UNDERGROUND  
1-800-382-5544 OR CALL 811  
24 HOURS A DAY 7 DAYS A WEEK

Note: Utility Locations are shown based upon information (maps and paint marks) supplied by others, and there is no guarantee of the accuracy or completeness of said locations

# CONSTRUCTION SIGN LAYOUT/STRIP MAP



NOTE:  
ROAD STATIONING IS  
APPROXIMATED FROM RP  
FOR REFERENCE ONLY

**CONSTRUCTION SIGNS:**

- ① ROAD CONSTRUCTION AHEAD
- ② ROAD CONSTRUCTION NEXT 6 MILES
- ③ END CONSTRUCTION
- ④ WORKSITE ADDED PENALTY SIGN

# CONSTRUCTION SIGN LAYOUT/STRIP MAP (CONTINUED)

NOTE:  
ROAD STATIONING IS  
APPROXIMATED FROM RP  
FOR REFERENCE ONLY

SCALE: N.T.S.



SEE STRIP MAP ON DES. 1382488 FOR  
ADDITIONAL SIGNAGE

S.R. 64  
(RP 22+03)

S.R. 64  
(RP 22+03)

END PROJECT AT PAVEMENT BREAK  
MATCH BEG. PROJECT DES. 1382488  
STA. 280+91

OAK ST.

WINN ST.

OLD HWY S.R. 64  
STA. 268+18  
(RP 21+51)

OLD HWY S.R. 64  
STA. 268+18  
(RP 21+51)

WATER ST.  
STA. 263+43  
(RP 21+42)

SPRING BRANCH RD.  
STA. 261+32  
(RP 21+38)

TRESTLE RD.  
STA. 231+22  
(RP 20+81)

STA. 233+50  
(RP 21+00)

BETHLEHEM RD.  
STA. 222+78  
(RP 20+65)  
CIRCLE RD.  
STA. 212+22  
(RP 20+45)

S.R. 135

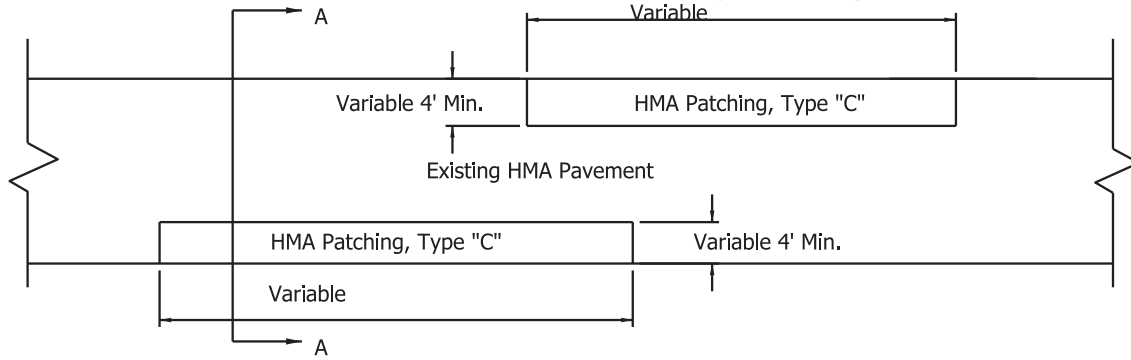
CORYDON JCT. RD.  
STA. 199+54  
(RP 20+21)

CONSTRUCTION SIGNS:

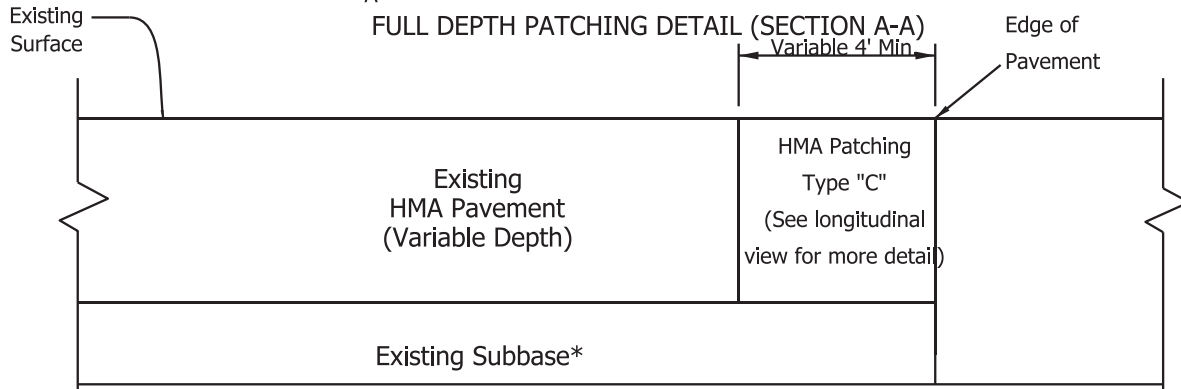
- ① ROAD CONSTRUCTION AHEAD
- ② ROAD CONSTRUCTION NEXT 6 MILES
- ③ END CONSTRUCTION
- ④ WORKSITE ADDED PENALTY SIGN

# HMA PATCHING DETAILS

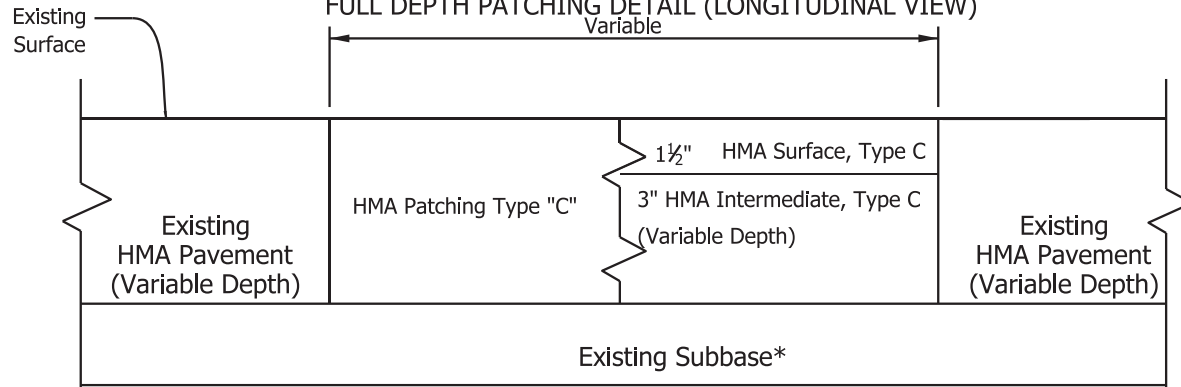
FULL DEPTH PATCHING DETAIL (PLAN VIEW)



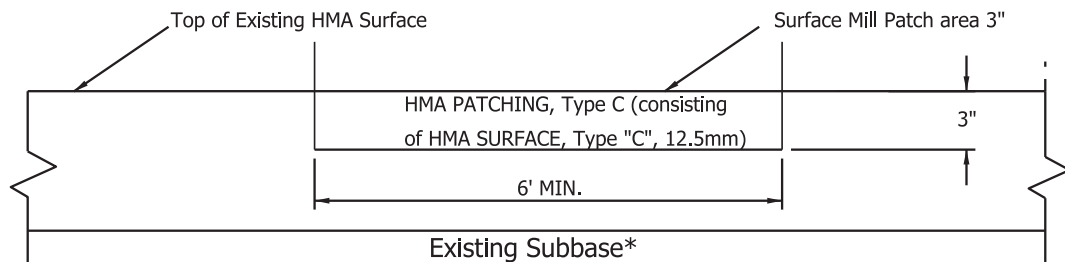
FULL DEPTH PATCHING DETAIL (SECTION A-A)



FULL DEPTH PATCHING DETAIL (LONGITUDINAL VIEW)



HMA PARTIAL DEPTH PATCHING DETAIL - PROFILE VIEW



**NOTES:**

- \* IF EXISTING SUBBASE IS EXISTING CONCRETE DO NO DISTURB UNLESS NOTED
- 1. LOCATIONS AND PATCHING TYPES SHOWN ON THE PATCHING TABLES ARE PROVIDED FOR INFORMATION ONLY. ACTUAL LOCATIONS OF PATCHING WILL BE DETERMINED BY PROJECT ENGINEER.
- 2. HMA PATCHING, TYPE C FOR FULL DEPTH PATCHING SHALL CONSIST OF 1 1/2" HMA, SURFACE, TYPE C OVER VARIABLE DEPTH HMA, INTERMEDIATE, TYPE C
- 3. AN UNDISTRIBUTED QUANTITY OF 100 TONS OF HMA PATCHING WILL BE PROVIDED TO BE PLACED AT THE DISCRETION OF THE PROJECT ENGINEER.



## FULL DEPTH PATCHING TABLES

### FULL DEPTH HMA PATCHING TABLE

<b>From</b>	<b>To</b>	<b>Description</b>	<b>L (ft)</b>	<b>Width (ft)</b>	<b>Area (sys)</b>
67+30	67+83	Southbound Lane	53	13	76.6
151+21	155+70	Northbound lane (edge to pavement)	449	6	299.3
158+40	161+00	Northbound lane (edge to pavement)	260	6	173.3
161+47	161+72	Northbound lane (edge to pavement)	25	6	16.7
163+70	164+25	Southbound lane (edge to pavement)	55	6	36.7
197+80	198+36	Northbound lane (edge to pavement)	56	4	24.9

**TOTAL (SYS) = 627.44**  
**TOTAL (TONS) = 258.82**

## PARTIAL DEPTH PATCHING TABLES

## PARTIAL DEPTH HMA PATCHING TABLE

From	Description	L (ft)	Width (ft)	Area (sys)
18+50	both lanes	6	26	17.3
19+72	both lanes	6	26	17.3
40+36	both lanes	6	26	17.3
56+70	both lanes	6	26	17.3
62+50	both lanes	6	26	17.3
70+13	both lanes	6	26	17.3
78+07	both lanes	6	26	17.3
81+36	both lanes	6	26	17.3
86+84	both lanes	6	26	17.3
104+75	both lanes	6	26	17.3
107+90	both lanes	6	26	17.3
104+33	both lanes	6	26	17.3
141+65	both lanes	6	26	17.3
147+90	both lanes	130	26	375.6
149+79	both lanes	151	26	436.2
151+40	both lanes	6	26	17.3
155+65	both lanes	6	26	17.3
163+70	both lanes	6	26	17.3
165+44	both lanes	6	26	17.3
167+54	both lanes	6	26	17.3
173+31	both lanes	6	26	17.3
174+89	both lanes	6	26	17.3
178+88	both lanes	6	26	17.3
180+84	both lanes	6	26	17.3
181+65	both lanes	6	26	17.3
183+30	both lanes	6	26	17.3
184+94	both lanes	6	26	17.3
189+34	both lanes	6	26	17.3
190+89	both lanes	6	26	17.3
194+48	both lanes	6	26	17.3
196+83	both lanes	6	26	17.3
197+23	both lanes	6	26	17.3
197+80	both lanes	6	26	17.3
198+83	both lanes	6	26	17.3
200+39	both lanes	6	26	17.3
204+85	both lanes	6	26	17.3
205+98	both lanes	6	26	17.3
207+58	both lanes	6	26	17.3
209+99	both lanes	6	26	17.3
211+05	both lanes	6	26	17.3

**TOTAL (SYS) = 1,470.44**  
**SUBTOTAL EASTBOUND (TONS) = 242.6**

**PARTIAL DEPTH PATCHING TABLES (CONTINUED)****PARTIAL DEPTH HMA PATCHING TABLE**

<b>From</b>	<b>Description</b>	<b>L (ft)</b>	<b>Width (ft)</b>	<b>Area (sys)</b>
211+89	both lanes	6	26	17.3
216+64	both lanes	6	26	17.3
217+59	both lanes	6	26	17.3
220+34	both lanes	6	26	17.3
222+65	both lanes	6	26	17.3
227+77	both lanes	6	26	17.3
230+54	both lanes	6	26	17.3
233+78	both lanes	6	26	17.3
254+10	both lanes	6	26	17.3

**TOTAL (SYS) = 156.00**  
**SUBTOTAL EASTBOUND (TONS) = 25.7**

## QUANTITY TABLE

**PAVEMENT MARKINGS AND TRAFFIC ITEMS SUMMARY TABLE**

<b>Description</b>	<b>Quantity</b>	<b>Unit</b>
LINE, PAINT, SOLID, YELLOW, 4"	2,192	LFT.
LINE, PAINT, SOLID, WHITE, 4"	2,922	LFT.
LINE, PAINT, BROKEN, YELLOW, 4"	183	LFT.
CONSTRUCTION SIGNS, TYPE A	19	EA.
CONSTRUCTION SIGNS, TYPE C	3	EA.
SNOWPLOWABLE RAISED PAVEMENT MARKER, REMOVE (UNDISTRIBUTED)	5	EA.
SNOWPLOWABLE RAISED PAVEMENT MARKER (UNDISTRIBUTED)	5	EA.
HMA PATCHING, TYPE C	627	TONS