TIPPECANOE COUNTY
BRIDGE NO. 53
REPLACEMENT CONTRACT

TIPPECANOE COUNTY
BOARD OF COMMISSIONERS
David S. Byers, President
Tracy A. Brown, Vice President
Thomas P. Murtaugh, Member

AUDITOR
Bob Plantenga

EXECUTIVE DIRECTOR
HIGHWAY DEPARTMENT
Stewart W. Kline, P.E.
TIPPECANOE COUNTY
BRIDGE NO. 53
REPLACEMENT CONTRACT
TIPPECANOE COUNTY, INDIANA

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EXECUTIVE DIRECTOR
HIGHWAY DEPARTMENT
Stewart W. Kline, P.E.

Certified By:

Joseph D. Clark, P.E.
Registration No. 9700113

Date: October 18, 2019

VEE ENGINEERING
8 North 3rd Street, Suite 302
Lafayette, IN 47901
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NOTICE TO BIDDERS

(LEGAL NOTICE)

The Board of Commissioners of Tippecanoe County, of the State of Indiana, will receive sealed bids at the office of Bob Plantenga, Auditor of Tippecanoe County and Secretary to the Board of Commissioners, in the Tippecanoe County Office Building, 20 North Third Street, Lafayette, Indiana, on or before 9:30 A.M. on the 4th day of November, 2019, for the following project:

TIPPECANOE COUNTY BRIDGE NO. 53 REPLACEMENT CONTRACT

THE PROPOSED WORK WILL INCLUDE: REMOVAL OF THE EXISTING STRUCTURE; EARTHWORK; INSTALLATION OF TEMPORARY EROSION CONTROL, AGGREGATE, ASPHALT, GUARDRAIL, GEOTEXTILES, RIPRAPP, MULCHED SEEDING, STEEL PIPE PILE, REINFORCED CONCRETE FOR SLAB BRIDGE, AND PAVEMENT MARKINGS; AND MAINTENANCE OF TRAFFIC.

Bids will be publicly opened and read aloud at the Board of Commissioners meeting in the Tippecanoe Room in the Tippecanoe County Office Building, 20 North Third Street, commencing at 10:00 a.m. on the 4th day of November, 2019.

More detailed bid requirement information is included in the "Notice to Bidders - Specification Copy" which is a part of the Bid Documents.

Bid Documents may be examined at the following locations: The office of the Tippecanoe County Highway Department, Tippecanoe County Office Building, 20 North Third Street, Lafayette, Indiana; and online at “www.tippecanoe.in.gov/Bids.aspx”. Documents will be available on or about the 18th day of October, 2019.

Contractors desiring to submit a bid must register with Tippecanoe County as a valid bidder by submitting the form provided on the Tippecanoe County “Bid Opportunities” internet page.

Bids shall be submitted on regular bid forms as prescribed by the State of Indiana. All bids must be accompanied by a Bidders Bond, Certified Check or Cash in the amount of Five Percent (5%) of the total bid price, and a non-collusion affidavit, and in all particulars must comply with the laws of the State of Indiana.

Each proposal shall be in a sealed envelope directed to the Board of Commissioners of Tippecanoe County, State of Indiana, and plainly marked to indicate the title of the project and the name and address of the bidder.

The Boards reserve the right to reject any and all bids and to waive, to the extent permitted by law, any of the terms, conditions, or provisions contained in this Notice to Bidders or the Instructions to Bidders, or any informality, irregularity, or omission of any bid provided that such waiver shall, in the discretion of the Boards, be to the advantage of Tippecanoe County.

Tippecanoe County Board of Commissioners
David S. Byers, President
Tracy A. Brown, Vice-President
Thomas P. Murtaugh, Member

Bob Plantenga, Auditor, Secretary to the Board

Dates Advertised: October 18, 2019 and October 25, 2019
NOTICE TO BIDDERS
(SPECIFICATION COPY)

The Tippecanoe County Board of Commissioners of the State of Indiana will receive sealed bids for the following project:

TIPPECANOE COUNTY BRIDGE NO. 53 REPLACEMENT CONTRACT

THE PROPOSED WORK WILL INCLUDE: REMOVAL OF THE EXISTING STRUCTURE; EARTHWORK; INSTALLATION OF TEMPORARY EROSION CONTROL, AGGREGATE, ASPHALT, GUARDRAIL, GEOTEXTILES, RIPRAP, MULCHED SEEDING, STEEL PIPE PILE, REINFORCED CONCRETE FOR SLAB BRIDGE, AND PAVEMENT MARKINGS; AND MAINTENANCE OF TRAFFIC.

until the hour of 9:30 A.M. on the 4th day of November, 2019 at the office of the Auditor, Bob Plantenga, Auditor and Secretary to the Board of Tippecanoe County, in the Tippecanoe County Office Building, Lafayette, Indiana, immediately after which time, all bids will be publicly opened and read aloud in the Tippecanoe Room.

Bids received after such time will be returned unopened. Bids may be withdrawn prior to such time, but no bids shall be withdrawn for a period of forty five (45) days thereafter.

All documents with each proposal shall be properly executed and addressed to the Board of Commissioners of Tippecanoe County, State of Indiana, c/o the Auditor of Tippecanoe County. The documents to be submitted consist of the following: a) Indiana General Form 96 (Revised 2013), b) "Plan and Equipment Questionnaire", and "Contractor's Financial Statement", c) two (2) copies of the Itemized Proposal Form furnished with the bid documents, and d) one (1) executed copy of the "Contract For Public Work" (enclosed herein).

EACH PROPOSAL SHALL BE IN A SEALED ENVELOPE DIRECTED TO THE BOARD OF COMMISSIONERS, TIPPECANOE COUNTY, STATE OF INDIANA, AND PLAINLY MARKED TO INDICATE THE TITLE OF THE PROJECT AND THE NAME AND ADDRESS OF THE BIDDER. EACH BID SHALL BE ACCOMPANIED BY A BID BOND, PROPERLY EXECUTED BY A CORPORATE SURETY COMPANY SATISFACTORY TO THE BOARD AND PAYABLE TO THE BOARD OF COMMISSIONERS OF TIPPECANOE COUNTY. THE BID BOND SHALL BE IN THE PENAL SUM OF 5% OF THE AMOUNT BID. IT SHALL GUARANTEE THAT THE BIDDER WILL ENTER INTO A CONTRACT, IF HIS BID IS ACCEPTED, AND WILL PERFORM THE OBLIGATIONS SET FORTH IN THE BID. THE BIDDER WHOSE BID IS ACCEPTED WILL BE REQUIRED TO FURNISH BOTH A PERFORMANCE BOND AND A MAINTENANCE BOND. THE PERFORMANCE BOND SHALL BE IN THE PENAL SUM OF NOT LESS THAN ONE HUNDRED PERCENT (100%) OF THE AMOUNT BID.

IT SHALL BE CONDITIONED ON THE FAITHFUL PERFORMANCE OF THE WORK IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS, ON THE PAYMENT BY THE CONTRACTOR AND ALL SUBCONTRACTORS FOR LABOR PERFORMED AND MATERIALS...
FURNISHED, AND FOR THE PAYMENT, OR THE PERFORMANCE OF, OTHER SERVICES RENDERED IN CONNECTION WITH THE SATISFACTORY COMPLETION OF THE WORK SET OUT IN THE PROPOSAL. THE PERFORMANCE BOND IS TO BE IN FULL FORCE AND EFFECT FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE OF THE WORK.

THE BIDDERS MAY, AT THEIR OPTION, PROVIDE A COMBINATION BID AND PERFORMANCE BOND WITH THEIR BID. IF THE BIDDER WHOSE BID IS SELECTED ELECTS TO PROVIDE A SEPARATE PERFORMANCE BOND, SUCH BOND SHALL BE DELIVERED TO THE BOARD OF COMMISSIONERS WITHIN TEN (10) DAYS OF THE AWARDING OF THE CONTRACT. THE MAINTENANCE BOND SHALL BE IN THE PENAL SUM OF NOT LESS THAN ONE HUNDRED PERCENT (100%) OF THE AMOUNT BID.

LIKEWISE, THE MAINTENANCE BOND SHALL BE CONDITIONED SUCH THAT ALL WORK PERFORMED SHALL BE FREE FROM DEFECTS OF WORKMANSHIP AND MATERIALS FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION OF THE WORK AND DELIVERED TO THE BOARD OF COMMISSIONERS WITHIN TEN (10) DAYS OF THE AWARDING OF THE CONTRACT.

Wage rates on this work shall not be less than the prescribed scale of wages as determined pursuant to the provisions of the prevailing Statutory Acts of the General Assembly of the State of Indiana.

The Tippecanoe County Board of Commissioners of the State of Indiana reserves the right to waive any informality in bidding and to reject any and all bids.

Bid Documents may be examined at the following locations: The office of the Tippecanoe County Highway Department, Tippecanoe County Office Building, 20 North Third Street, Lafayette, Indiana; and online at “www.tippecanoe.in.gov/Bids.aspx”. Documents will be available on or about the 18th day of October, 2019.

Contractors desiring to submit a bid must register with Tippecanoe County as a valid bidder by submitting the form provided on the Tippecanoe County “Bid Opportunities” internet page.

Tippecanoe County Board of Commissioners
David S. Byers, President
Tracy A. Brown, Vice-President
Thomas P. Murtaugh, Member
Bob Plantenga, Auditor, Secretary to the Board
SPECIAL INSTRUCTIONS TO BIDDERS

PREPARATION OF PROPOSAL  The bidder must submit his proposal on forms furnished by the Owner or on forms as directed by the Owner. The blank spaces in the proposal forms must be filled in correctly, and the bidder must state in figures the unit price for which he proposes to do each item of work contemplated. He shall show the product of the respective quantities and unit prices in the column provided for that purpose, and the gross sum for which he will perform the work specified. All writing shall be with ink, including the signature of the bidder.

The bidder shall sign his proposal correctly. If the proposal is made by an individual, his name and post office address must be shown. If made by a partnership, it must be signed by a member of the partnership submitting the proposal, and his name and post office address must be shown. If made by a corporation, the proposal shall show the name of the state under whose laws the corporation is chartered, names and business address of its executive officers, and be signed by the authorized official or officials of the corporation. The bidder shall sign the contract form and all other forms included as a part of his proposal which require signature before submitting same.

IRREGULAR PROPOSALS  Proposals shall be considered irregular and may be rejected for the following reasons;

(a)  If the proposal forms furnished or specified by the Owner are not used or are altered.
(b)  If there are unauthorized additions, conditional, or alternate bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
(c)  If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
(d)  If the unit prices contained in the bid schedule are obviously unbalanced either in excess or below the reasonable cost analysis values.
(e)  If they fail to contain a unit price for every pay item indicated except in the case of authorized alternate pay items.

INTERPRETATION OF PROPOSAL QUANTITIES  The bidder's attention is called to the fact that the estimate of quantities of work to be done and materials to be furnished under these specifications, as shown on the proposal form, is approximate and given only as a basis of calculation upon which the award of contract is to be made. The Owner does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the contractor plead misunderstanding or deception because of such estimate of quantities or of the character, location, or other conditions pertaining thereto. Actual quantities paid for will be at the contract unit price or prices. The right is reserved for the Engineer to increase or decrease any or all of the above mentioned quantities of work or to omit any of them as he may deem necessary.
EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK
The bidder is required to examine carefully the site of the proposed work, the proposal, plans, specifications, special provisions, and contract forms before submitting a proposal. It is mutually agreed that submission of a bid shall be considered prima facie evidence that the bidder has made such examination and is satisfied as to the requirements of the plans, specifications, special provisions, and contract.

PROPOSAL QUANTITY   No proposal will be considered unless the bid prices are based on the quantities of the character and in an amount not less than those shown on the Guardrail Summary Sheet or listed on the Itemized Proposal.

PUBLIC OPENING OF PROPOSALS   Proposals will be opened and read publicly at the time and place indicated in the Notice to Bidders. Bidders, their authorized agents, and other interested parties are invited to be present.

DISQUALIFICATION OF BIDDERS   Any one of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of his proposal or proposals:

(a) More than one proposal for the same work from one individual, firm, or corporation under the same or different names.
(b) Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the Owner until any such participant shall have been reinstated as a qualified bidder.
(c) Lack of competency and adequate machinery, plant, and other equipment, as revealed by the financial statement and experience questionnaire.
(d) Unsatisfactory performance record as shown by past work for the Owner, judged from the standpoint of workmanship and progress.
(e) Incompleted work which, in the judgment of the Owner, might hinder or prevent the prompt completion of additional work if awarded.
(f) Failure to pay, or satisfactorily settle, all bills due for labor and material on former contracts in force at the time of the bidding.

MATERIAL GUARANTY   Before any contract is awarded, the bidder may be required to furnish a complete statement of origin, composition, and manufacture of any or all materials to be used in the construction of the work together with samples, which samples may be subjected to tests provided for in these specifications to determine their quality and fitness for the work.

AFFIDAVIT   The affidavit form provided in a non-collusion affidavit must be properly executed.

STANDARD QUESTIONNAIRES   The bidder must fill out in detail the "Standard Questionnaires" and Financial Statement for bidders.
NOTIFICATION OF CONTRACTOR  The Contractor shall notify the Engineer and all affected utilities, allowing sufficient time before beginning construction, to permit the necessary relocation of the utilities and the staking of the roadway.

The Contractor shall also notify the Engineer at the beginning and end of each phase of construction work to assure adequate inspection and measurement before proceeding with subsequent phases of the work.

The Contractor shall notify the Engineer and the interested public and private organization prior to closing of any road.

DELIVERY OF PROPOSALS

Each proposal must be submitted in a sealed envelope on which is written "Proposal for Tippecanoe County Bridge No. 53 Replacement Contract" and bear the name and address of the bidder. If not delivered personally, the above mentioned sealed envelope shall be enclosed in another, addressed as follows:

THE TIPPECANOE COUNTY BOARD OF COMMISSIONERS  
C/O TIPPECANOE COUNTY AUDITOR  
RE: “Proposal for Tippecanoe County Bridge No. 53 Replacement Contract”  
Tippecanoe County Office Building  
20 North 3rd Street  
Lafayette, Indiana  47901  

and forwarded preferably by registered mail. All proposals shall be received prior to the time and the place specified in the "Notice to Bidders".  

Special Instructions to Bidders  
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INSURANCE

The Contractor shall take out and maintain during the life of such Contract such Comprehensive General Liability and Property Damage Insurance, including automobiles, motor vehicles, and motorized equipment as shall protect him/it and any subcontractor performing work covered by such Contract from liability or claims for damages, personal or property, which may arise both out of and from the operations under such Contract whether such operations or work be done by the contractor or by any subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be written for not less than the following limits of liability:

Contractor's Public Liability Insurance providing for a limit of $500,000 for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total limit of $1,000,000 for all damages arising out of bodily injuries to or death of two or more persons in any one occurrence, and regular Contractor's Property Damage Liability Insurance providing for a limit of $500,000 for all damage arising out of injury to or destruction of property in any one occurrence and, subject to that limit for each occurrence, a total (or aggregate) limit of $1,000,000 for all damages arising out of injury to or destruction of property during the policy period.

The Contractor shall furnish the Owner with satisfactory proof of the carriage of the insurance required by certification from the insurance company that such insurance is now in force with such company. Also each contractor shall furnish the Owner the certificate issued by the Industrial Board of the State of Indiana as proof of compliance with Workman's Compensation Insurance and Occupational Disease Insurance as required under the laws of the State. No work shall be started by either contractor or subcontractor under such Contract until such certificates are delivered to said Owner. In case of Contractor's failure to deliver renewal certificates to said Owner within ten (10) days prior to the expiration date of policy, the Owner reserves the right to stop work, which condition also applies to subcontractors, if any.
Specifications for material and construction are "Indiana Department of Transportation's Standard Specifications", dated 2020, and any subsequent supplementals.

Whenever in these specifications the word "State" is referred to in terms of the Owner, the word "County" shall be substituted.

Whenever reference is made to "Indiana Department of Transportation", "Department", or "Director", it shall be interpreted as the "Board of County Commissioners", except when in reference to "Prequalification."

In addition, the following deletions, substitutions, and additions are to be made.

SECTION 101 - DEFINITION OF TERMS

Whenever in these specifications and Contract the following terms are used, the intent and meaning shall be interpreted as follows:

COUNTY The County of Tippecanoe, State of Indiana, party of the first part, acting through its authorized representative.

BOARD The Board of County Commissioners of the County of Tippecanoe, State of Indiana.

AUDITOR Auditor of the County of Tippecanoe, State of Indiana.

ENGINEER A Professional Engineer retained and authorized to make any or all necessary inspections of work performed and materials furnished under the Contract.

INSPECTOR An authorized representative of the Engineer.

LABORATORY Laboratory authorized by the Engineer to do the testing.

BIDDER Any individual, firm, or corporation submitting a bid for the work contemplated.

CONTRACTOR The individual, firm, or corporation whose proposal is accepted by the Board and who is the party of the second part to the Contract.

SURETY The corporate body bound with and for the Contractor, who is primarily liable, that engages to be responsible for his acceptable performance of, and for his payment of all debts pertaining to the work for which he has contracted.
PROPOSAL  The offer of the Contractor to do the work advertised for a fixed sum or sums. This proposal shall only be upon the included forms, and shall become a Contract at the option of the Board.

SPECIFICATIONS  The directions, provisions, and requirements contained herein, together with all written or printed agreements and instructions made, or to be made, pertaining to the method and manner of performing the work, and also to quantities and quality of materials to be furnished under the contract.

CONTRACT  The complete agreement covering the furnishing of materials and equipment and the performance of the work in the construction of the improvement as advertised. The Contract shall include the plans, specifications, contract form, bond, and notice to proceed, as well as any and all supplemental agreements which reasonably could be required to complete the proposed work in an acceptable manner.

Other items listed in Section 101, where not in conflict with the above definitions or with the intent and meaning of these specifications, shall be as therein defined whenever such terms are applicable to these specifications.

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

102.01  PREQUALIFICATION AND BIDDING REGULATIONS - Substitute the following:

The bidder shall furnish the Board with satisfactory evidence of his competency to perform the work contemplated. He shall submit on the standard form a statement of his experience, the equipment available, his plan for performing the proposed work, and a financial statement as provided in the Prevailing Statutory Acts of the Indiana General Assembly.

SECTION 103 - AWARD AND EXECUTION OF CONTRACT

103.04  INSURANCE - Delete entire section

103.05  WAIVER OF DAMAGES - Delete entire section.

103.06 (c)  WAGE STIPULATIONS - Delete entire section.
ADDITIONAL CONTRACT PROVISIONS

The following additional provisions shall apply to this Contract:

I. No Investment in Iran
II. Title VI Assurances
III. Drug Free Workplace Certification
IV. Form FHWA-1273 (General Provisions)
V. Nondiscrimination
VI. Nonsegregated Facilities
VII. Contract Work Hours and Safety Standards Act Provisions
VIII. Safety: Accident Prevention
IX. False Statements Concerning Highway Projects
X. Implementation of Clean Air Act and Federal Water Pollution Control Act
XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
XII. Certification Regarding Use of Contract Funds for Lobbying
XIII. Executive Order 11246

Whenever the word "State" is referred to in terms of the Owner, the word "County" shall be substituted. Whenever reference is made to "Indiana Department of Transportation", "Department", "Commissioner", or "Director", in terms of the Owner, it shall be interpreted as the "Board of County Commissioners. Definitions of terms are set out in the Contract Specifications.

I. NO INVESTMENT IN IRAN

As required by IC 5-22-16.5, the bidder certifies by signing and submitting this Proposal that the bidder is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.

II. TITLE VI ASSURANCES

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 of race, color, sex, age, national origin, disability/handicap, religion, sexual orientation, gender identity 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, religion, sexual orientation, gender identity 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.

Additional Contract Provisions
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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.

### III. DRUG FREE WORKPLACE CERTIFICATION

Pursuant to Executive Order No. 90-5 dated April 12, 1990, issued by Governor Evan Bayh, the Indiana Department of Administration requires inclusion of this certification in all contracts with and grants from the State in excess of $25,000. No award of a contract or grant shall be made, and no contract, purchase order or agreement, the total amount of which exceeds $25,000, shall be valid unless and until this certification has been made by the Contractor. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with the State for up to 3 years.

The Contractor certifies and agrees that it will provide a drug free workplace by the means as follows:

(a) Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition.

(b) Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace.

(c) Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(d) Notifying the contracting State agency and the Indiana Department of Administration in writing within ten (10) days after receiving notice from an employee under subdivision (c)(2) above, or otherwise receiving actual notice of such conviction;

(e) Within thirty (30) days after receiving notice under subdivision (c)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state or local health, law enforcement, or other appropriate agency.

(f) Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

BY SIGNING AND SUBMITTING THIS PROPOSAL, THE BIDDER AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE CERTIFIES THE ABOVE AND IS AUTHORIZED TO PROVIDE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

### IV. FORM FHWA-1273 (GENERAL PROVISIONS)

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 supervision 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.

V. 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 60-1.4(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), 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."

Additional Contract Provisions
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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 thereunder. 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.

VI. 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.

VII. 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 contacting 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.

**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 necessary 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).

**IX. 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."

**X. 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.

**XI. 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 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.epis.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.
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.

3. 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 contractor). "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.epolis.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.

4. 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.

XII. 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.

XIII. 100-C-151D EXECUTIVE ORDER 11246

(a) Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity
(Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor’s aggregate workforce in each trade on all construction work in the covered area, are as follows:

a. **Minority Hiring Goals by County**

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b. **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.

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. With regard to this second area, the contract also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor’s compliance with the Executive Order and the regulations in 41 CFR part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor’s goals shall be a
violation of the contract, the Executive Order and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs with 10 working days of award of any construction subcontract in excess of $10,000 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 of the Subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" as shown in the contract documents.

(b) Equal Opportunity Clause

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency’s primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

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;


   d. "Minority” includes:

      (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

      (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

      (iii) 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

      (iv) American Indian or Alaskan Native (all persons having origins in any of the 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 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 p of these specifications. The goals set forth in the solicitation from 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. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting 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 nonworking 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 organizations 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 hiring 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 Director 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.

Additional Contract Provisions
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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 work force.

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 seek 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 a 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 nonsegregated 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 supervisors’ 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 (7a through p). The efforts of a contractor 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 7a through p of these Specifications 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 noncompliance.
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, sexual orientation, gender identity, 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 suspension, 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, or these specifications, the Director shall 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 numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates 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).
SPECIAL PROVISIONS

The following Special Provisions are in addition to the Indiana Department of Transportation's 2020 “Standard Specifications,” which Standard Specifications shall apply to this Contract. Where the words “Standard Specifications” and also where reference consisting of a number or numbers are used, they shall be construed as referring to the Indiana Department of Transportation's 2020 “Standard Specifications” and subsequent “Supplemental Specifications.”

DETERMINATION AND EXTENSION OF CONTRACT TIME FOR COMPLETION AND FAILURE TO COMPLETE CONTRACT ON TIME

The Contractor shall complete all work on or before August 7, 2020. For each calendar day that the road remains closed after August 7, 2020, $1,000.00 will be deducted from any money due the Contractor as liquidated damages, not as a penalty, but as damages sustained for each calendar day that the road is closed. Due account will be taken of any adjustment of the contract time for completion of the work granted in accordance with the provisions of Section 108.08 of the Standard Specifications.

Clearing shall be complete on or before March 31, 2020.

The road shall not be closed to traffic prior to April 1, 2020.

The road shall not be closed prior to receipt of an Indiana Department of Natural Resources (IDNR) Construction in a Floodway Permit. If the IDNR Permit is not received on or before April 1, 2020, the contract completion date will be adjusted to include an additional day for each day beyond April 1, 2020 that the IDNR Permit has not been received.

MEASUREMENT AND PAYMENT

The Contractor shall show the lump sum bid for doing all work as outlined in the plans and specifications on his proposal form.

The unit price schedule provided by the Contractor shall be used for a basis for calculating additions and deductions due to increased or decreased quantities resulting from changes in the plans as approved by the County.

Any bidder shall satisfy himself as to the accuracy of the plans. Any unbalancing of unit prices may be cause of rejection of the bid.

PAYROLL VOUCHERS

The Contractor is to provide the County with copies of all vouchers for all laborers and mechanics working at this site. These vouchers are to be submitted to the county at the end of each pay period.
**COOPERATION WITH LOCAL LANDOWNERS**

It shall be the responsibility of the Contractor to provide freedom of travel to and from the homes and businesses of all adjacent property owners at all times during construction. The Contractor shall also ensure that mail can be delivered to the adjacent owners at all times.

**COOPERATION WITH PUBLIC UTILITIES**

It shall be the responsibility of the Contractor to contact and coordinate all activities with any utility company whose facilities may be disturbed by the Contractor’s operations. The Contractor will be required to cooperate and coordinate work with all utilities within the limits of the project in accordance with Section 107.20 and as directed by the Engineer. Any damage to utilities or public property caused by the Contractor’s operations or equipment shall be repaired by the Contractor at his own expense.

**CONSTRUCTION ENGINEERING**

This work shall consist of all construction layout, including staking right-of-way, setting screed grades, and setting blue top elevations. This work shall also consist of staking and setting all lines and grades for structures (including pipes) as well as performing checks of all bench marks, profiling existing pavements at the project ends, and performing check cross-sections at 500 foot intervals.

Field notes of all activities shall be kept in bound books with pages numbered and indexed and shall be submitted to the County along with the “As-Built Plans” at the end of the project. Field books and “As-Built Plans” shall include as a minimum; one full as-built cross section on each approach, final culvert invert elevation shots, and a guardrail layout sketch.

All equipment, including stakes, templates, straight-edges, and paint, necessary for checking, marking, and maintaining points, lines, and grades and ‘As-Built Plans shall be furnished by the Contractor.

The accuracy of the Construction Engineering may be checked as necessary, but responsibility for accuracy of Engineering Layout is the responsibility of the Contractor. The supervision of Construction Engineering Personnel shall be the responsibility of the Contractor. Any errors resulting from the Engineering Layout shall be corrected with no additional payment.

The Contractor shall comply with the provisions of Section 105.08(b) of the INDOT Standard Specifications.

Payment will be made at the contract lump sum bid for “Construction Engineering”.

MOBILIZATION AND DEMOBILIZATION

This shall consist of all work necessary for the movement of personnel and equipment to and from the project site in accordance with Section 110 of the Standard Specifications.

Payment will be made at the contract lump sum bid for “Mobilization and Demobilization”.

CLEARING RIGHT-OF-WAY

This work shall consist of the necessary clearing of right-of-way and shall be performed as directed by the engineer and in accordance with Section 201 of the Standard Specifications.

The contractor shall examine the site to determine the scope of vegetation and size and number of trees to be removed in the ‘Clearing Right-of-Way’ item. No direct payment will be made for individual tree removal.

Payment will be made at the contract lump sum bid for “Clearing Right-of-Way”.

REMOVE EXISTING STRUCTURE

This work shall include the complete removal and disposal of the existing structure in accordance with Section 202.03 of the Standard Specifications.

Payment will be made at the contract lump sum bid for “Remove Existing Structure”.

COMMON EXCAVATION

The contractor shall construct the new approach roadways, side slopes, and channel slopes as shown on the plans and as directed by the engineer. This work shall be performed in accordance with Section 203.

The contractor shall examine the site to determine the scope of excavation and/or borrow required to construct the project as per the plans. All excavation, benching, soil capping, and embankment construction required shall be included in this work. Cut and fill areas and volumes are shown on the Cross Sections.

Payment will be made at the contract unit price for “Excavation, Common” per cubic yard.
TEMPORARY CHECK DAM, TRAVERSABLE

This work shall consist of furnishing, installing, maintaining, and removing traversable temporary check dams at the locations shown on the plans and as directed by the Engineer. This work shall be performed in accordance with Section 205 and Standard Drawings Sheet E205-TECD-08.

Payment will be made for temporary check dams placed at the contract unit price for “Temporary Check Dam, Traversable” per each.

TEMPORARY PERIMETER PROTECTION

This work shall consist of furnishing, installing, maintaining, and removing temporary perimeter protection at the locations shown on the plans and as directed by the Engineer. This work shall be performed in accordance with Section 205 and Standard Drawings Sheet E205-TECD-10 and E205-TECD-11.

Payment will be made for temporary perimeter protection placed at the contract unit price for “Temporary Perimeter Protection” per linear foot.

STRUCTURE BACKFILL

This work shall consist of furnishing, placing, and compacting structure backfill of the types indicated at the locations shown on the plans and as directed by the engineer. Materials and placement shall be in accordance with Section 211 of the Standard Specifications.

Payment will be made at the contract unit price for “Structure Backfill, Type ___” per cubic yard.

COMPACTED AGGREGATE BASE

This work shall include the construction of shoulders and base courses of dense-graded crushed aggregate on a prepared subgrade and shall be in accordance with Section 303 of the Standard Specifications at the locations as shown on the plans or as directed. Aggregate size and gradation shall be No. 53 or No. 8 as specified. Aggregate shall contain sufficient moisture to avoid segregation during loading, hauling, placing, and shaping operations. If necessary, the Contractor shall add water to the aggregate base in order to obtain required compaction. Each lift shall be compacted with approved rollers to no less than 100% of the maximum dry density as determined by Method C of AASHTO T99.

Payment will be made at the contract unit price for “Compacted Aggregate Base, No. ___” per ton.
SURFACE MILLING, ASPHALT

This work shall consist of milling existing asphalt surfaces in preparation for an asphalt overlay at the locations shown on the plans or as directed by the engineer and in accordance with Section 306.

Payment will be made at the contract unit price for “Surface Milling, Asphalt” per square yard.

HMA

This work shall consist of furnishing and placing Hot Mix Asphalt mixtures in accordance with section 402 and as shown on the plans or as directed.

Payment will be made at the contract unit price for “HMA, Surface, Type B”, “HMA, Intermediate, Type B”, and “HMA, Base, Type B” per ton of the respective material placed.

ASPHALT FOR TACK COAT

This work shall consist of preparing and treating an existing pavement/surface with asphalt material in accordance with Section 406 and as shown on the plans or as directed.

Payment will be made at the contract unit price for “Asphalt For Tack Coat” per square yard.

W-BEAM GUARDRAIL

The contractor shall furnish and install W-Beam Guardrail in accordance with applicable Standard Drawings Sheets and Sections 601 and 910 at the locations shown on the plans or as directed.

Where specified, modified w-beam guardrail shall consist of 6’-0” long posts.

Payment will be made at the contract unit price for “W-Beam Guardrail, 6’-3” Spa.” or “Modified W-Beam Guardrail, 6’-3” Spa., 6’-0” Post” per linear foot.

GUARDRAIL TRANSITIONS

This work shall consist of furnishing and installing Guardrail Transitions of the types specified in accordance with Section 601 and applicable Standard Drawing Sheets at the locations shown on the plans or as directed.

Payment will be made at the contract unit price for “Guardrail Transition, Type type”, per each.
CURVED W-BEAM GUARDRAIL TERMINAL SYSTEM

This work shall consist of furnishing and installing curved w-beam terminal systems of the types specified in accordance with the applicable Standard Drawings and Section 601.05 at the locations shown on the plans or as directed. Panels may be removed as directed by the Engineer and required to meet right-of-way restrictions.

Payment will be made at the contract unit price for “Curved W-Beam Guardrail Terminal System, Type type” per each.

GUARDRAIL END TREATMENTS

This work shall consist of the fabrication, assembly, and installation of guardrail end treatments of the types specified, in accordance with INDOT Standard Specifications Section 601.07 and 910, as shown on the plans, or as directed by the Engineer.

Payment will be made at the contract unit price for “Guardrail End Treatment, Type type” per each.

REINFORCED CONCRETE BRIDGE APPROACH

Reinforced concrete bridge approaches shall be provided and placed at the locations shown on the plans in accordance with Section 609.

Payment will be made at the contract unit price for “Reinforced Concrete Bridge Approach, depth IN.” per square yard for the depths specified on the plans.

GEOTEXTILES FOR RIPRAP

This work shall consist of furnishing and placing an approved geotextile of the types indicated at the locations as shown on the plans or as otherwise directed in accordance with Section 616. Geotextile shall meet the requirements in Section 918.02(a) of the Standard Specifications.

Payment will be made at the contract unit price for “Geotextiles For Riprap, Type ___” per square yard.

RIPRAP

Riprap shall be provided in the sizes and types as specified and placed in accordance with Section 616 and as shown on the plans or as directed.

Payment will be made at the contract unit price for “riprap type Riprap” per ton.
MULCHED SEEDING, R

This work shall consist of furnishing and placing mulched seeding of the type(s) specified at various locations disturbed by the construction work and/or at locations as directed by the engineer. This work shall be in accordance with Section 621.

Payment will be made at the contract unit price for “Mulched Seeding, type” per square yard.

EROSION CONTROL BLANKET

This work shall consist of furnishing and installing erosion control blankets on slopes steeper than 3:1 at various locations requiring seeding, as shown on the plans, as directed by the Engineer, and in accordance with Section 621.

Payment will be made at the contract unit price for “Erosion Control Blanket” per square yard.

SODDING

This work shall consist of furnishing and placing sod at locations as shown on the plans and as directed by the engineer. This work shall be in accordance with Section 621.

Payment will be made at the contract unit price for “Sodding” per square yard.

WATER

This work shall consist of furnishing and applying water for sod as directed by the engineer and in accordance with Section 621.

Payment will be made at the contract unit price for “Water” per kilogallon.

CONICAL PILE TIPS

This work shall consist of furnishing and installing steel conical pile tips to pipe piling prior to driving in accordance with Section 701.

Payment will be made at the contract unit price for “Conical Pile Tip, 14 in.” per each.
STEEL PIPE PILE

This work shall consist of furnishing and placing Steel Pipe Piling of the types specified at the locations shown on the plans in accordance with Section 701.

The Dynamic Formula Method in accordance with Section 701.04(a) and 701.05(a) shall be used unless otherwise approved by the Engineer.

Payment will be made at the contract unit price for “Pile, Steel Pipe, 0.312 in., 14 in” or “Pile, Steel Pipe, Epoxy Coated, 0.312 in., 14 in.” per linear foot of type installed.

CONCRETE

Concrete shall be provided and placed in accordance with Section 702 and as shown on the plans or as directed by the Engineer for the concrete class specified.

Payment will be made at the contract unit price for “Concrete, Class A” and “Concrete, Class C” per cubic yard of the respective material placed.

REINFORCING STEEL

This work shall consist of furnishing and placing epoxy coated reinforcing steel in accordance with Section 703 of the Standard Specifications and in reasonably close conformance with the plans. The reinforcing steel shall be Grade 60 complying with Section 910.01 of the Standard Specifications.

Payment will be made at the contract unit price for “Reinforcing Steel, Epoxy Coated” per pound.

PF-1 BRIDGE RAILING

This work shall consist of furnishing and installing PF-1 Railing in accordance with Section 706 and Standard Drawings E-706-BRPP-01, 02, 04, and 05 at the locations shown on the plans or as directed.

Payment will be made at the contract unit price for “Railing, Concrete, PF-1” per cubic yard and “Railing, Steel, PF-1” per linear foot.

CONCRETE BRIDGE RAILING TRANSITIONS

This work shall consist of furnishing and installing Concrete Bridge Railing Transitions of the types specified in accordance with Section 706 and applicable Standard Drawings at the locations shown on the plans or as directed.

Payment will be made at the contract unit price for “Concrete Bridge Railing Transition, type” per each.
SURFACE SEAL

The top of the bridge surface from coping line to coping line, all exposed faces of concrete railing, face of deck copings, underside of bridge floor from coping to drip bead, and all exposed surfaces of wingwalls, end bents, and interior bents are to be cleaned and treated with a non-epoxy penetrating sealer in accordance with Section 709 as shown on the plans and as directed by the Engineer. The epoxy sealer shall meet the requirements as set forth in Section 909.10 of the Standard Specifications.

Payment will be made at the contract lump sum price for “Surface Seal”.

MAINTENANCE OF TRAFFIC

Traffic shall be maintained as shown on the plans and as directed by the engineer. This work shall be in accordance with Section 801.

Pre-closure Warning Signs shall be installed a minimum 1 week prior to road closure.

Payment will be made at the contract lump sum bid for “Maintenance of Traffic”.

LINE, PAINT

This work shall consist of furnishing and placing pavement markings of the type and color as directed by the engineer. This work shall be in accordance with Section 808 of the Standard Specifications.

Payment will be made at the contract unit price for “Line, Paint, Type, Color, 4 in.” per linear foot.

BRONZE PLAQUE

This work shall consist of furnishing and placing a cast bronze plaque as shown on the plans and in accordance with 910.06(a).

The plaque shall be 14 inches wide, 10 inches tall, and 3/32 inch thick. It shall have four mounting studs 5/16 inch diameter by 3 inches long threaded into the back and shall be set into the concrete portion of the bridge railing with epoxy grout as detailed. It shall be stained to protect the surface from oxidizing.

The plaque shall have a 1/2 inch wide raised border and shall have raised letters with a black leatherette background. The letters used for names shall be a minimum 7/16 inch deep and the letters used for titles shall be a minimum 5/16 inch deep. The legend shall be similar to that shown on the plans. A rubbing of the proposed plaque shall be submitted to the Engineer for approval prior to casting.
Payment will be made at the contract unit price for “Bronze Plaque” per each. The cost of all materials, labor, and necessary incidentals shall be included in the cost of this work.
LIST OF APPLICABLE STANDARD DRAWINGS

205-TECD-08           609-TBAE-01
205-TECD-10           609-TBAE-04
205-TECD-11           701-BPIL-01
601-CWGS-02           701-BPIL-02
601-CWGS-03           702-CJTA-01
601-CWGS-04           703-BRST-01
601-CWGS-05           706-BRPP-01
601-CWGS-06           706-BRPP-02
601-CWGT-01           706-BRPP-04
601-CWGT-02           706-BRPP-05
601-GRET-06           706-TTPP-01
601-GRET-09           706-TTPP-02
601-TBGC-01           706-TTPP-03
601-TBGC-02           801-TCDT-01
601-TTGB-01           801-TCDT-04
601-TTGB-02           801-TCDV-01
601-TTGB-03           801-TCDV-04
601-TTGB-04           801-TCDV-05
601-TTGB-05           801-TCDV-06
601-WGBA-01           801-TCDV-07
601-WGBA-02           801-TCDV-08
601-WGBA-03           801-TCLG-01
601-WBGC-01           801-TCSN-01
601-WBGC-02           801-TCSN-02
601-WBGC-03           801-TCSN-04
609-BRJT-01           801-TCSN-05
609-RCBA-02           801-TCSN-06
609-RCBA-03           801-TCTC-05
APPLICANT INFORMATION

Name of Project: Tippecanoe County Bridge No. 53 Construction
Designation Number: N/A

Applicant: Tippecanoe County Highway Department
Agent (Name of Company): VS Engineering, Inc.

Contact Person: Stewart W. Kline
Contact Person: Mitchell D. Lankford

Address (number and street):
20 North 3rd Street
City: Lafayette State: In ZIP Code: 47901

Telephone Number: (765) 423-9210
E-mail Address: skline@tippecanoe.in.gov

PROJECT LOCATION

County: Tippecanoe
Nearest Town: Shadeland

Quad Name: Romney
Section: 18-19
Township: 22N
Range: 4W
Latitude: 40d20'42.18"
Longitude: -86d55'17.72"

Project Address and Driving Directions:
CR 500 South over Little Wea Creek. Take I-74W to Exit 34 North (US Hwy 231) and proceed north to CR 500 South. Turn left and go west 0.74 miles on CR 500 South to the project site.

EXISTING CONDITIONS ON THE PROJECT SITE

Lake: ☒ Yes ☐ No
Name of Lake:

Stream: ☒ Yes ☐ No
Name of Stream: Little Wea Creek
Stream Type: ☒ Perennial ☐ Intermittent ☐ Ephemeral

Wetlands: ☐ Yes ☒ No
Acreage on the site by Wetland Type(s): ☒ Emergent ☒ Scrub-Shrub ☒ Forested

Date (mm/dd/yyyy) of Wetland Delineation:
Date (mm/dd/yyyy) of the U.S. Army Corps of Engineers Jurisdiction Correspondence:

PROJECT IMPACTS

Activity Description:
Demolish and reconstruct the superstructure and substructure of bridge 53. This work also includes expansion of the existing channel under and in the immediate vicinity of the bridge, placement of riprap on geotextile on the newly constructed spill slopes, and grading along the roadway embankment where necessary.

Purpose of Project:
Replacement of an existing bridge structure in poor condition in order to improve safety.

For Lake Impact (Acceptable fill is defined in the instructions):

(1) Linear feet of shoreline impact (Example – Seawall): ______

(2) Type of fill below the Ordinary High Water Mark: ______ Volume (Cubic Yards): ______ Acres: ______

(3) Does the shoreline or open water area have vegetation present? ☒ Yes ☐ No
If Yes, are you proposing natural shoreline stabilization? ☒ Yes ☐ No
Description:

(4) Open water fill beyond shoreline (Examples – Boat Well, Underwater Beach): Type of Fill: ______ Acres: ______
Upon completion of the application, mail this form and all enclosures to:

Indiana Department of Environmental Management
Office of Water Quality, Wetlands and Stormwater Section
Section 401 WQC/Isolated Wetlands Program
100 North Senate Avenue, IGCN, Room 1255
Indianapolis, Indiana  46204-2251

U.S. Army Corps of Engineers
Regulatory Branch
For office locations serving Indiana, please visit:

For Office Locations serving Indiana, please visit:
http://www.in.gov/idem/wetlands/2353.htm

Stewart W. Kline
Executive Director, Tippecanoe County Highway Department

I swear or affirm, under penalty of perjury as specified by IC 35-44.1-2-1 and other penalties specified by IC 13-30-10, that the statements and representations in this notification are true, accurate, and complete.

I certify that I have the authority to undertake and will undertake the activities exactly as described in this notification form. I am aware that there are penalties for submitting false information. I understand that any changes in project design subsequent to IDEM's and the USACE's granting of authorization to discharge to a water of the U.S. are not authorized, and that I may be subject to civil and criminal penalties for proceeding without proper authorization. I agree to allow representatives of IDEM and the USACE to enter and inspect the project site. I understand that the granting of other permits by local, state, or federal agencies does not release me from the requirement of obtaining the authorization requested herein before commencing the project.

Signature of Applicant: _______________________________ Date (mm/dd/yyyy): 08/23/2019

Printed Name of Applicant: Stewart W. Kline  Title: Executive Director, Tippecanoe County Highway Department

Enclose copies of the following documents (all enclosures must be on 8.5" by 11" paper). Failure to provide all applicable documents and information may result in a determination that the proposed project is out of scope.

(1) ☑ Location Map
(2) ☑ Drawings of existing site and proposed project
(3) ☑ Cross sections of proposed activities showing extent of fill waterward (for seawall, shoreline, and stream bank stabilization impacts)
(4) ☑ Cross sections of proposed activities showing the bankfull width or Ordinary High Water Mark of the stream
(5) ☑ At least three photos of the site, labeled
(6) ☑ Copy of wetland delineation report (for projects with wetland impacts)
(7) ☑ Copies of all correspondence from the USACE (for projects with wetland impacts)
(8) ☑ Copies of all correspondence from the Indiana Department of Natural Resources, Division of Nature Preserves (required)

Please Note:

(1) It is recommended that you send this form and the attachments via certified mail. The agencies will not notify you when this form is received.

(2) IDEM and the USACE will review this form and all attachments for completeness and accuracy. You will not be contacted during the application process unless deficiencies are identified at which time the agencies may require additional information to verify that the project meets all conditions of the Regional General Permit and the Section 401 Water Quality Certification (WQC). If you are not contacted by IDEM within thirty (30) days of the date IDEM receives this notification form, your project is authorized, subject to the terms and conditions of the Section 401 Water Quality Certification and its conditions. You will not receive a written confirmation of authorization from IDEM, however the USACE will issue written authorization.

(3) Read all the terms and conditions of the IDEM Regional General Permit, including all USACE and IDEM conditions. The terms and conditions of this general permit as instituted by IDEM can be found at: http://www.in.gov/idem/wetlands/2353.htm. Do not submit this notification form or commence work on the proposed project until you understand and are familiar with the limitations and restrictions of the IDEM Regional General Permit Notification Form.

(4) Consult this webpage for more information: http://www.in.gov/idem/wetlands/index.htm
Photo 5 – Northeast Quadrant Looking Southwest

Photo 6 – Southeast Quadrant Looking Southeast
Photo 7 – Upstream Channel from 500 N Looking South

Photo 8 – Downstream Channel from 500 N Looking North
Photo 9 – Elevation Looking Northwest

Photo 10 – Upstream Channel from Under Bridge 53 Looking South
Photo 11 – Elevation Looking Southwest

Photo 12 – Downstream Channel from Under Bridge 53 Looking North
April 26, 2019

Mitchell Lankford
VS Engineering
8 N. 3rd St. Suite 302
Lafayette, IN 47901

Dear Mitchell Lankford:

I am responding to your request for information on the endangered, threatened, or rare (ETR) species, high quality natural communities, and natural areas for the Bridge 53 project that carries CR 500S over Little Wea Creek, Tippecanoe County, Indiana. The Indiana Natural Heritage Data Center has been checked and there are no ETR species and significant areas documented within 0.5 mile of the project area.

The information I am providing does not preclude the requirement for further consultation with the U.S. Fish and Wildlife Service as required under Section 7 of the Endangered Species Act of 1973. If you have concerns about potential Endangered Species Act issues you should contact the Service at their Bloomington, Indiana office.

U.S. Fish and Wildlife Service
620 South Walker St.
Bloomington, Indiana 47403-2121
(812)334-4261

At some point, you may need to contact the Department of Natural Resources' Environmental Review Coordinator so that other divisions within the department have the opportunity to review your proposal. For more information, please contact:

Department of Natural Resources
Attn: Christie Stanifer
Environmental Coordinator
Division of Fish and Wildlife
402 W. Washington Street, Room W273
Indianapolis, IN 46204
(317)232-8163

Please note that the Indiana Natural Heritage Data Center relies on the observations of many individuals for our data. In most cases, the information is not the result of comprehensive field surveys conducted at
particular sites. Therefore, our statement that there are no documented significant natural features at a site should not be interpreted to mean that the site does not support special plants or animals.

Due to the dynamic nature and sensitivity of the data, this information should not be used for any project other than that for which it was originally intended. It may be necessary for you to request updated material from us in order to base your planning decisions on the most current information.

Thank you for contacting the Indiana Natural Heritage Data Center. You may reach me at (317)232-3517 if you have any questions or need additional information.

Sincerely,

Teresa L. Clark
Indiana Natural Heritage Data Center
VIA CERTIFIED MAIL 91 7190 0005 2710 0036 9499

Ms. Lee Anne Devine
U.S. Army Corps of Engineers
Louisville District
P.O. Box 59
Louisville, KY 40201-0059

Dear Ms. Devine:

Re: Section 401 Water Quality Certification Project: 2014 Reissuance of Regional General Permit No. 1 for Indiana

The Office of Water Quality has reviewed the Joint Public Notice/Application for Section 401 Water Quality Certification (WQC) dated September 11, 2014. According to the application, the U.S. Army Corps of Engineers (USACE) proposes to reissue the Regional General Permit No. 1 (RGP #1) for the state of Indiana. The RGP #1 is intended to authorize categories of activities that are similar in nature and cause minimal individual and cumulative impacts to the aquatic environment.

The Louisville, Detroit, and Chicago Districts of the USACE developed the existing Indiana RGP to replace several Nationwide Permits (NWPs). As a consequence of this action, the following NWPs have been suspended and will not be in effect for the state of Indiana. The USACE proposes to suspend the following:

- NWP 13 Bank Stabilization
- NWP 14 Linear Transportation Projects
- NWP 18 Minor Discharges
- NWP 29 Residential Developments
- NWP 36 Boat Ramps
- NWP 39 Commercial and Institutional Developments
- NWP 40 Agricultural Activities
- NWP 41 Reshaping Existing Drainage Ditches
- NWP 42 Recreational Facilities
- NWP 43 Storm Water Management Facilities
- NWP 44 Mining Activities

Since these NWPs are suspended in Indiana, no Section 401 WQC decision is required.
Based on available information, it is the judgment of this office that the RGP #1 will comply with the applicable provisions of 327 IAC 2 and Sections 301, 302, 303, 306, and 307 of the Clean Water Act if the recipient of the certification complies with the conditions set forth below. Therefore, subject to the following terms and conditions, the Indiana Department of Environmental Management (IDEM) hereby grants Section 401 WQC for the RGP #1. Any changes in the language or scope of the RGP #1 not detailed in the Joint Public Notice/Application, or as modified by the conditions below, are not authorized by this certification.

APPLICANT RESPONSIBILITIES:

(1) An applicant seeking coverage under this Section 401 WQC must:

(a) Demonstrate, via letter from the Indiana Department of Natural Resources (IDNR), Division of Nature Preserves, that no state endangered, threatened, or rare species are documented on a permanent or seasonal basis within 1/2-mile radius of the proposed project site by the Indiana Natural Heritage Data Center, or provide documentation from the IDNR that states that the activities proposed will not constitute a violation of state laws protecting these species.

(b) Submit a complete Section 401 WQC Regional General Permit Notification Form (most current State Form 51937) at least 30 days prior to the activity. The notification must at a minimum provide applicant information, project location, existing project site conditions, project impacts, and a proposed plan. Failure to submit all required information will result in the project being considered out-of-scope and not authorized.

(c) Provide any additional information required by the IDEM to verify that a given project will qualify under the terms and conditions of this Section 401 WQC. If the applicant fails to provide any requested information, the project is not authorized.

(d) Allow the commissioner or an authorized representative of the commissioner (including an authorized contractor), upon the presentation of credentials, to enter upon the applicant’s property to inspect the project site during the review of a proposed project.

(e) Notify IDEM of any project for which the USACE District Engineer has issued a waiver for the linear feet of stream impact in order to authorize the project under the RGP. IDEM will review the notification within 30 days to determine whether or not IDEM will also waive the linear feet of stream impact limit.

PERMITEE RESPONSIBILITIES

(1) Permitees qualifying for impacts under this Section 401 WQC must:

(a) Allow the commissioner or an authorized representative of the commissioner (including an authorized contractor), upon the presentation of credentials to:
1. Enter upon the permittee's property.
2. Access and copy at reasonable times any records that must be kept under the conditions of this certification.
3. Inspect, at reasonable times, any monitoring or operational equipment or method; collection, treatment, pollution management or discharge facility or device; practices required by this certification; and any mitigation wetland site.
4. Sample or monitor any discharge of pollutants or any mitigation site.

(b) Obtain any other permits or authorizations required for this project or related activities from IDEM or any other local, state, or federal agency or person. Land disturbing activities of one (1) acre or more or disturbances of less than an acre that are part of a larger common plan will require permit coverage for discharges associated with construction site run-off. Additional information should be obtained through the IDEM Storm Water Program at 317-233-1864. In addition, the Indiana Department of Natural Resources (317-232-4160 or toll free at 877-928-3755) should be contacted concerning the possible requirement of natural freshwater lake or floodway permits.

(c) Deposit any dredged material in a contained upland disposal area and implement appropriate measures to prevent sediment run-off to any waterbody.

(d) Install run-off and sediment control measures prior to any land disturbance to manage storm water and to minimize sediment from leaving the project site or entering a waterbody. All operations must phase project activities to minimize the impact of sediment to the receiving waterbody(ies). Erosion and sediment control measures shall be implemented using an appropriate order of construction (sequencing) relative to the land disturbing activities. Wetlands and/or water bodies that are adjacent to land disturbing activities must be protected with appropriate sediment control measures. As work progresses, all areas void of protective cover shall be re-vegetated or stabilized as described in the plan. Areas that are to be re-vegetated must utilize mulch that is anchored or, under more severe conditions, the erosion control blankets. Erosion control blankets or other armament shall be used for all areas associated with concentrated flow. Standards and specifications for storm water management, including erosion and sediment control can be obtained in the Indiana Storm Water Quality Manual or similar guidance documents.

TERMS OF THIS SECTION 401 WQC:

(1) IDEM, for any project that qualifies under the terms and conditions of this certification, may choose to require an individual Section 401 WQC if the agency determines that the project would have more than minimal impacts to water quality, either viewed individually or collectively with other projects that may impact the same waterbody affected by the proposed project.

(2) IDEM retains the right to review, modify, terminate, replace or amend this certification as needed to ensure that the federal permits or licenses certified do not result in violations of Indiana's Water Quality Standards or other applicable state laws. In the absence of another action by IDEM that would alter the termination
date of this certification, this certification shall expire with the expiration of the federal permit it certifies.

SPECIFIC CONDITIONS OF THIS SECTION 401 WQC

(1) This Section 401 WQC does not:

(a) Convey any property rights of any sort, or any exclusive privileges.
(b) Preempt any duty to obtain federal, state or local permits or authorizations required by law for the execution of the project or related activities.

(2) This Section 401 WQC does not authorize:

(a) Impacts or activities that do not meet the terms and conditions of this Section 401 WQC. Such activities require an individual Section 401 WQC from the IDEM.
(b) Any injury to permittees or private property or invasion of other private rights, or any infringement of federal, state or local laws or regulations.
(c) Changes to the original plan design detailed in the notification.
(d) The discharge of pollutants, principally sediment, associated with storm water run-off.
(e) Point source discharges of pollutants other than clean fill\(^1\) and uncontaminated dredged material.
(f) Activities on or in any of the State’s waters that have been designated as salmonid waters (cold water streams), tributaries of salmonid waters within a two river mile reach upstream from the confluence with the salmonid water, or Outstanding State and/or National Resource waters (see Attachment #1).
(g) Activities on or in any critical wetland or critical special aquatic sites (see Attachment #2).
(h) Activities associated with the establishment of a mitigation bank.

(3) This Section 401 WQC authorizes:

(a) Activities that will permanently impact one-tenth (0.10) of an acre or less of waters of the U.S.
(b) Activities that will have a cumulative permanent impact of 300 linear feet or less of waters of the U.S.
(c) Activities that will not permanently change the sinuosity, flow path, velocity, cross-sectional area under the Ordinary High Water Mark (OHWM), or the slope of a stream\(^2\) except as specified in Conditions (3)(d), (3)(g), and (3)(i).

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\(^1\) Clean fill, for purposes of this WQC, means uncontaminated rocks, bricks, concrete without rebar, road demolition waste materials other than asphalt, or earthen material.

\(^2\) Stream, for the purposes of this WQC, means waters of the U.S. that have a defined bed and bank and convey water ephemerally, intermittently or perennially. This term includes natural streams, relocated streams, channelized streams, artificial channels, and ditches.
(d) Minimal changes to stream morphology, including minor relocations, which result in a net benefit to the aquatic ecosystem. Stream relocations may be authorized, provided the activity:

1. Is associated with the installation of a stream crossing or replacement of an existing crossing, and results in a net benefit to the stream morphology.
2. Does not reduce the cross-sectional area under the OHWM.
3. Is accompanied by an acceptable restoration/stabilization plan.
4. Does not accelerate stream instability. Examples of instability include, but are not limited to, stream bank erosion, channel enlargement, channel incision, degradation, aggradation, meander migration (down-valley and lateral accretion), avulsion and base-level shifts.

(e) Stream bank stabilization activities or new lake and reservoir shoreline stabilization that will permanently affect 300 linear feet or less and the applicant demonstrates that the bank or shoreline in question is unstable. Natural shoreline stabilization methods are required where there is no pre-existing seawall or other shoreline hard armament on a lake or reservoir. Natural shoreline stabilization methods include bank stabilization practices that benefit the aquatic environment by incorporating organic materials to produce functional structures, provide wildlife habitat, and provide areas for revegetation.

(f) Placement of riprap or other bank stabilization materials provided the design and installation is flush with the upstream and downstream bank and stream channel/lake bed elevations and grades.

(g) New bridge piers, piles, shafts or other support structures and their associated scour protection measures that do not significantly reduce the cross-sectional area of the stream and are located below the OHWM and outside the low flow channel of the stream.

(h) Activities that do not result in a permanent secondary effect to waters of the U.S. Potential secondary effects include, but are not limited to, damming, loss of hydrology, and creation of in-channel ponds.

(i) New permanent stream encapsulations that are for the purpose of constructing a crossing must:

1. Allow the passage of aquatic organisms in the waterbody.
2. Not exceed 150 cumulative linear feet of encapsulation.
3. Have a cross-sectional area at least twenty percent (20%) larger than the area under the OHWM of the stream immediately upstream and downstream of the encapsulation in the form of a single opening.
4. Have a streambed slope within the encapsulation that matches the slope of the bed both immediately upstream and downstream.
5. Not create or accelerate stream instability. Examples of stream instability include, but are not limited to, head cutting, stream bank erosion, channel enlargement, channel incision, degradation, aggradation, meander migration, (down-valley and lateral accretion), avulsion and base-level shifts.
6. Either have no bottom (e.g., three sided culvert) or are embedded (sumped)\(^3\) into the stream channel based on the following structure sizes and substrate types:
   a. Stream bed of sand
      - Structure < four (4) feet wide: Six (6) inch sump
      - Structure four (4) feet wide to 12 feet wide: 12 inch sump
      - Structure 12 feet to 20 feet wide: 18 inch sump
   b. Stream bed of other soil or unconsolidated till \(^4\)
      - Structure < four (4) feet wide: Three (3) inch sump
      - Structure four (4) feet wide to 12 feet wide: Six (6) inch sump
      - Structure 12 feet to 20 feet wide: 12 inch sump
   c. Stream bed of bedrock or consolidated till \(^5\)
      - Inside elevation of the structure bottom shall be a minimum of three (3) inches below the surface of the bedrock or consolidated till

7. Meet the following requirements when installed in perennial streams with OHWM width of 12 feet or greater. These encapsulations must:
   a. Be sumped to a greater depth if needed for the design of the streambed inside the encapsulation.
   b. Have a width equal to or wider than the existing OHWM.
   c. Have a natural stream bottom. If the stream bottom will be disturbed during construction (e.g. four sided box culverts or pipe culverts or because of footer work for three sided culverts), natural stream substrate must be placed in the encapsulation in accordance with the Federal Highway Administration Hydraulic Engineering Circular No. 26: Culvert Design for Aquatic Organism Passage.
   d. Have a low flow channel constructed or restored through the encapsulation. The low flow channel shall have the same width, depth, and side slope as the natural upstream and downstream low flow channel. If the upstream and downstream channels are highly degraded a V-shaped channel with 5:1 slopes within the structure may be substituted.

(j) Stream pump-around activities, provided:
1. The discharge from the activity does not cause erosion at the outlet.
2. Cofferdam dewatering activities are directed to a filter bag(s), upland sediment basins/traps, or a combination of other appropriate sediment control measures to minimize the discharge of sediment-laden water into waters of the U.S.
3. All sediment control measures are installed and maintained in good working order.
4. Any materials used for an in-stream dam are constructed using non erodible materials. Examples include sand bags and sheet pile walls.

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\(^3\) Sump, for the purpose of this Water Quality Certification, means the inside elevation of the bottom of the structure is placed at a specified depth below the grade of the stream.
\(^4\) Other soil and unconsolidated till includes substrates that are more cohesive and less mobile (e.g. clay, silt, gravel, and cobble substrates).
\(^5\) Consolidated till includes dense hard materials such as hardpan.
(k) The installation of temporary work causeways when the activity is conducted in a manner that maintains near normal downstream flows and is constructed of material that can be expected to withstand high flow events.

(l) The use of temporary structures provided the structures are removed in their entirety and the stream channel restored to preconstruction grades, contours, and vegetative conditions.

(m) Multiple impacts on a project as long as the cumulative amount of those impacts are less than the most restrictive thresholds of this Section 401 WQC.

Failure to comply with the terms and conditions of this Section 401 Water Quality Certification may result in an enforcement action. If an enforcement action is pursued, civil penalties could be assessed up to $25,000 per day. Criminal liability may apply if it is determined that the Section 401 Water Quality Certification was violated willfully or negligently.

This certification is effective eighteen (18) days from the mailing of this notice unless a petition for review and a petition for stay of effectiveness are filed within this 18-day period. If a petition for review and a petition for stay of effectiveness are filed within this period, any part of the certification within the scope of the petition for stay is stayed for fifteen (15) days, unless or until an Environmental Law Judge further stays the certification in whole or in part.

This decision may be appealed in accordance with IC 4-21.5, the Administrative Orders and Procedures Act. The steps that must be followed to qualify for review are:

(1) You must petition for review in writing that states facts demonstrating that you are either the person to whom this decision is directed, a person who is aggrieved or adversely affected by the decision, or a person entitled to review under any law.

(2) You must file the petition for review with the Office of Environmental Adjudication (OEA) at the following address:

Office of Environmental Adjudication
100 North Senate Avenue
IGCN Room N501
Indianapolis, IN 46204

(3) You must file the petition within eighteen (18) days of the mailing date of this decision. If the eighteenth day falls on a Saturday, Sunday, legal holiday, or other day that the OEA offices are closed during regular business hours, you may file the petition the next day that the OEA offices are open during regular business hours. The petition is deemed filed on the earliest of the following dates: the date it is personally delivered to OEA; the date that the envelope containing the petition is postmarked if it is mailed by United States mail; or, the date it is shown to have been deposited with a private carrier on the private carrier’s receipt, if sent by private carrier.
Identifying the certification, decision, or other order for which you seek review by number, name of the applicant, location, or date of this notice will expedite review of the petition.

Note that if a petition for review is granted pursuant to IC 4-21.5-3-7, the petitioner will, and any other person may, obtain notice of any prehearing conferences, preliminary hearings, hearings, stays, and any orders disposing of the proceedings by requesting copies of such notices from OEA.

If you have procedural questions regarding filing a petition for review you may contact the Office of Environmental Adjudication at 317-232-8591.

If you have any questions about this certification, please contact Jason Randolph, Project Manager, of my staff by phone at 317-233-0467, or by e-mail at jrandolp@idem.in.gov.

Sincerely,

[Signature]

Martha Clark Mettler
Deputy Assistant Commissioner
Office of Water Quality

cc: Norma Condra, USACE-Louisville
    Kerrie Kuhne, USACE-Detroit
    Paul Leffler, USACE-Chicago
    Scott Pruitt, USFWS
    Matt Buffington, IDNR
    Randy Braun, IDEM
Attachment 1: Indiana Waters Designated for Special Protection

Designated Salmonid Waters: [327 IAC 2-1.5-5(a)(3)]
- Trail Creek and its tributaries downstream to Lake Michigan, LaPorte County
- East Branch of the Little Calumet River and its tributaries downstream to Lake Michigan via Burns Ditch, Porter and LaPorte Counties
- Salt Creek above (upstream of) its confluence with the Little Calumet River, Porter County
- Kintzele Ditch (Black Ditch) from Beverly Drive downstream to Lake Michigan, Porter County
- The Galena River and its tributaries, LaPorte County
- The St. Joseph River and its tributaries in St. Joseph County from the Twin Branch Dam in Mishawaka downstream to the Indiana/Michigan state line, St. Joseph County
- The Indiana portion of the open waters of Lake Michigan
- Those waters designated by the Indiana Department of Natural Resources (IDNR) for put-and-take trout fishing

Waterbodies which have been designated all or partially as Outstanding State Resource Waters: [327 IAC 2-1.3-3 and 327 IAC 2-1.5-19(b)]
- The Blue River in Washington, Crawford, and Harrison Counties, from river mile 57.0 to river mile 11.5
- The North Fork of Wildcat Creek in Carroll and Tippecanoe Counties, from river mile 43.11 to river mile 4.82
- The South Fork of Wildcat Creek in Tippecanoe County, from river mile 10.21 to river mile 0.00
- Cedar Creek in Allen and DeKalb counties, from river mile 13.7 to its confluence with the St. Joseph River
- The Indiana portion of the open waters of Lake Michigan
- All waters incorporated in the Indiana Dunes National Lakeshore.

Waterbodies which have been designated all or partially as Exceptional Use Streams: [listed in: 327 IAC 2-1-11(b) and IC 13-11-2.72.5 (before its repeal)]
- Big Pine Creek in Warren County downstream of the State Road 55 bridge near the town of Pine Village to its confluence with the Wabash River
- Mud Pine Creek in Warren County from the bridge on the County Road between Brisco and Rainsville to its confluence with Big Pine Creek
- Fall Creek in Warren County from the old C.R. 119 bridge in the NW quarter of Section 21, Township 22N, Range 8W downstream to its confluence with Big Pine Creek
- Indian Creek in Montgomery County from the County Road 650 West bridge downstream to its confluence with Sugar Creek
- Clifty Creek in Montgomery County within the boundaries of Pine Hills Nature Preserve
- Bear Creek in Fountain County from the bridge on County Road 450 North to its confluence with the Wabash River

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7 As per IC 13-18-3-2(u): "Each exceptional use water (as defined in IC 13-11-2-72.5, before its repeal) designated by the board before June 1, 2009, becomes an outstanding state resource water on June 1, 2009, by operation of law."
• Rattlesnake Creek in Fountain County from the bridge on County Road 450 North to its confluence with Bear Creek
• The small tributary to Bear Creek in Fountain County within the Portland Arch Nature Preserve which enters Bear Creek at the sharpest bend and has formed the small natural bridge called Portland Arch
• Blue River from the confluence of the West and Middle Forks of the Blue River in Washington County downstream to its confluence with the Ohio River
• The South Fork of Blue River in Washington County from the Horner's Chapel Road bridge downstream to its confluence with Blue River.
• Lost River and all surface and underground tributaries upstream from the Orangeville Rise (T2N, R1W, Section 6) and the Rise of Lost River (T2N, R1W, Section 7) and the mainstem of the Lost River from the Orangeville Rise downstream to its confluence with the East Fork of White River.
Attachment 2: Critical Wetlands and Critical Special Aquatic Sites

In the interest of maintaining consistency with the State Regulated (Isolated) Wetland program established at 327 IAC 17, IDEM defines Critical Wetlands and Critical Special Aquatic Sites to be synonymous with Rare and Ecologically Important Wetland Types under 327 IAC 17-1-3(3)(B):

- **Acid bog**: Acid bog is an acidic wetland of kettle holes in glacial terrain. Bogs can be graminoid (Carex spp. and Sphagnum spp.) or low shrub (Chamaedaphne calyculata and Betula pumila). The graminoid bog can be a floating, quaking mat. The soils in acid bogs are saturated and acidic peat. Bogs have non-flowing or very slow flowing water. The water level fluctuates seasonally. When a sphagnum mat floats, it rises and falls with the water table. Acid bogs can be found in northern Indiana.

- **Acid seep**: Acid seep is a bog-like wetland typically found in unglaciated hill regions. This community is a small groundwater-fed wetland located primarily in upland terrain. A thin layer of muck may lie over a mineral substrate. The soil reaction is acid. This seep community is characterized by flowing water during at least part of the year. Acid seeps are located primarily in southern Indiana.

- **Circumneutral bog**: Circumneutral bog is a bog-like wetland that receives groundwater. Circumneutral bogs can be a mosaic of tall shrub bog, graminoid bog, and other communities. The graminoid bog often occurs on a quaking or floating mat. Although a few bogs occur in unglaciated regions, most are found in glacial ice-block depressions. The soils in circumneutral bogs are usually peat, or other low nutrient organic substrates, which are saturated and circumneutral to slightly acid. Circumneutral bogs have non-flowing or very slow flowing water. The water level fluctuates seasonally. Circumneutral bogs are usually found in northern Indiana.

- **Circumneutral seep**: The circumneutral seep (or seep-spring) is a groundwater-fed wetland on organic soil. It is primarily herbaceous. Species typically include marsh marigold (Caltha palustris) and skunk cabbage (Symplocarpus foetidus) with a scattered tree canopy. Circumneutral seep is typically situated on or near the base of a slope. The soil is typically circumneutral muck. This seep community is characterized by slowly flowing water during at least part of the year. Circumneutral seeps can be found scattered throughout Indiana.

- **Cypress swamp**: Bald cypress swamps are seasonally to permanently inundated wetlands found in depressions and sloughs of large bottomlands associated with the Wabash/Ohio River system. Poorly to very poorly drained soils characterize this environment. Bald cypress (Taxodium distichum) is present, and green ash (Fraxinus pennsylvanica), silver maple (Acer saccharinum), and overcup oak (Quercus lyrata) are also usually present. This community is restricted to extreme southwest Indiana.

- **Dune and swale**: Dune and swale is an ecological system consisting of a mixture of upland (black oak sand savanna, dry to mesic sand prairie) and wetland (pond, panne, sedge meadow, marsh, wet prairie) natural communities. These communities occur in long, narrow, linear complexes, with the dry communities occupying sand ridges, and the wet communities occurring in the intervening swales. Black oak (Quercus velutina), paper birch (Betula papyrifera), jack pine (Pinus banksiana), and prairie vegetation typically occur on the ridges, and sedges, reeds, and marsh/aquatic vegetation line are found in the swales. Water levels are directly influenced by ground water, with the interdunal swales controlled largely by lateral flow through porous beach ridges. Dune and swale is restricted to extreme northwest Indiana, near Lake Michigan.
- **Fen**: Fen is a calcareous, groundwater-fed wetland. Fens are often a mosaic of grassy areas, sedgy areas, graminoid-shrubby cinquefoil, and tall shrub areas. The extent of the tall shrub component of fens may be determined by fire frequency and/or soil moisture. Drying of the soil increases the growth of shrubs. Fens typically occur in the vicinity of glacial moraines. Fens typically have a muck or peat substrate. The water level fluctuates seasonally and is fed by groundwater. Fens can be found in central and northern Indiana.

- **Forested fen**: Forested fen is a tree-dominated wetland on organic soil which receives groundwater. Forested fens are often a mosaic of treed areas, tall shrub areas, and herbaceous areas. A tall shrub layer is often well developed in forested fens. Indicative species typically include tamarack (Larix laricina), black ash (Fraxinus nigra), yellow birch (Betula alleghaniensis), poison sumac (Toxicodendron vernix), and red maple (Acer rubrum). Forested fens occur in wet lowlands, where moraines meet outwash features or depressions. Forested fens have saturated, poorly to very poorly drained soils that are often muck, but some seasonal flooding can occur in forested fens that are especially level. This community is a late successional stage of fen or circumneutral bog. Forested fens occur in northern Indiana.

- **Forested swamp**: Forested swamp is a seasonally inundated to intermittently exposed wetland of large river bottoms. Forested swamps do not receive direct flow from river flooding except under exceptional circumstances. Forested swamps occur in depressions, sloughs and large bottomlands, typically dominated by tree species such as swamp cottonwood (Populus heterophylla), green ash (Fraxinus pennsylvanica), and swamp white oak (Quercus bicolor). In northern Indiana important tree species include black ash (Fraxinus nigra), yellow birch (Betula alleghaniensis), and red maple (Acer rubrum). Poorly to very poorly drained and aerated soils characterize the swamp environment. Soils usually are mineral not muck or peat. This community type is found throughout Indiana.

- **Marl beach**: Marl beach is a fen-like community located on the marly muck shorelines of lakes. Marl precipitate is evident. A thin layer of water is present in spring, but dries down in summer. Draw-down of a lake creates additional area for this community to develop on. Marl beaches can be found in extreme northern Indiana, primarily in the northeast.

- **Muck flat**: Muck flat is a shoreline and lake community possessing a unique flora of sedges and annual plants, many of which are also found on the Atlantic and Gulf Coastal Plains. This community is found at the margins of lakes or covering shallow basins. This community has a peat substrate. The muck flats can float on the water surface, but during high water periods are usually inundated. The water level of a basin fluctuates during a season or from year to year in response to the amount of precipitation. This exposes bare substrate needed for germination by species of the community. Muck flats are found in northern Indiana.

- **Panne**: Panne is a groundwater fed herbaceous wetland occupying interdunal swales near Lake Michigan. Pannes are located on the lee side of the first or second line of dunes from the lakeshore. The soil is wet, calcareous sand. Pannes are located in counties bordering Lake Michigan.

- **Sand flat**: Sand flat is a shoreline and lake community possessing a unique flora of sedges and annual plants, many of which are also found on the Atlantic and Gulf Coastal Plains. This community is found at the margins of lakes or covering shallow basins. This community has a sand substrate. During high water periods sand flats at the margins of lakes or ponds are inundated. The water level of a basin fluctuates during a season or from year to year in response to the amount of precipitation. This exposes bare substrate needed for germination by species of the community. Sand flats occur in northern Indiana, and in the Plainville Sand Section of southwest Indiana.
• **Sedge meadow:** Sedge meadow is an herbaceous wetland typically dominated by graminoid species such as flat sedge (Cyperus spp.), spike rush (Eleocharis spp.), rushes (Juncus spp.) and sedges (Carex spp.). Sedge meadow is an herbaceous wetland of stream margins and river floodplains, and lake margins or upland depressions. Streamside sedge meadows are frequently flooded in the spring and early summer. Sedge meadows of lake margins and depressions often contain standing water during wet months and after heavy rains; during dry periods, the water level is at or just below the substrate. Sedge meadows usually occupies the ground between a marsh and the uplands, or a shrub swamp or wet forest. Periodic high water can kill trees and shrubs invading sedge meadows. Sedge meadows can be found in the northern half of the state.

• **Shrub swamp:** Shrub swamp is a shrub-dominated wetland that is seasonally inundated to intermittently exposed. This community occurs in depressions and the substrate in either mineral soils or muck, as opposed to peat which is characteristic of bogs. Shrub swamp is characterized by non-flowing or very slowly flowing water with levels that fluctuate seasonally. Shrub swamps are persistent, though considered successional. Two opportunistic native shrubs, sandbar willow (Salix exigua) and gray dogwood (Cornus racemosa), by themselves, are not indicative of shrub swamps. This community type is found throughout Indiana.

• **Sinkhole pond:** Sinkhole ponds are water-containing depressions in karst topography. Sinkhole ponds are found in the Mitchell Karst Plain in south-central Indiana.

• **Sinkhole swamp:** Sinkhole swamps are depressions in karst topography dominated by tree or shrub species. Sinkhole swamps are found in the Mitchell Karst Plain in south-central Indiana.

• **Wet floodplain forest:** Wet floodplain forest is a broadleaf deciduous forest of river floodplains. Wet floodplain forests occur in depressions and flats on narrow to wide floodplains and also on recently exposed substrates that are frequently flooded. Wet floodplain forests are frequently flooded and may have standing water seasonally to permanently present. Wet floodplain forests occur statewide.

• **Wet prairie:** Wet prairie is an herbaceous wetland typically dominated by graminoid species such as prairie cordgrass (Spartina pectinata), bluejoint (Calamagrostis canadensis), and sedges (Carex spp.). Vegetation height is often 2-3 m. The species diversity of wet prairies is lower than that of mesic prairies. Wet prairies occur in deep swales and the substrate ranges from very deep black mineral soils (which are high in organic matter) to muck. Ponding in spring lasts for several weeks prior to drainage. Wet prairies commonly occur in the Grand Prairie Natural Region, the Tipton Till Plain and the Bluffton Till Plain, with a few examples found in the Northern Lakes Natural Region.

• **Wet sand prairie:** Wet sand prairie is an herbaceous wetland typically dominated by graminoid species such as prairie cordgrass (Spartina pectinata), bluejoint (Calamagrostis canadensis), and sedges (Carex spp.). Vegetation height is often 2-3 m. The species diversity of wet prairies is lower than that of mesic prairies. Wet lowland prairies occur in deep swales and the substrate is sand, sometimes mixed with muck. Flooding is a regular springtime occurrence in wet sand prairie and may last several weeks. This community occurs in a mosaic with marsh and other wetlands, and with upland prairies and sand savannas. Fire was frequent occurrence, but more common in the fall when waters had receded. This community occurs in northwest Indiana and in the Plainsville Sands area.
Insert

Indiana Department of Natural Resources

Construction in a Floodway Permit

Here
CONTRACT FOR PUBLIC WORK

THIS AGREEMENT, made and entered into by and between the BOARD OF COMMISSIONERS OF TIPPECANOE COUNTY, State of Indiana, as party of the first part hereinafter called the County and

_________________________________  __________________________ _______
(Name)  _________________________________  _________________________________
(Address)

as party of the second part, hereinafter called the Contractor:

WITNESSETH: That for and in consideration of the mutual covenant herein enumerated, the County does hereby hire and employ the Contractor to furnish all materials, equipment, and labor necessary and to fully construct the work designated as follows:

TIPPECANOE COUNTY BRIDGE NO. 53 REPLACEMENT CONTRACT

THE PROPOSED WORK WILL INCLUDE: REMOVAL OF THE EXISTING STRUCTURE; EARTHWORK; INSTALLATION OF TEMPORARY EROSION CONTROL, AGGREGATE, ASPHALT, GUARDRAIL, GEOTEXTILES, RIPRAP, MULCHED SEEDING, STEEL PIPE PILE, REINFORCED CONCRETE FOR SLAB BRIDGE, AND PAVEMENT MARKINGS; AND MAINTENANCE OF TRAFFIC.

According to plans, standard specifications, profiles, and drawings therefore and supplemental specifications on file in the office of said BOARD OF COMMISSIONERS OF TIPPECANOE COUNTY and any supplemental or special provisions set out or referred to in the Contractor's attached proposal, and hereby agrees to pay the Contractor therefore, for the actual amount of work done and materials in place, as measured by the County Highway Engineer, at the unit prices stated in the Contractor's attached proposal, dated ______________________________, which base bid sums in the amount of ______________________________ that the Contractor agrees to accept in full payment for such work; and

It is further mutually agreed:

That the accompanying proposal and bond of the Contractor, together with the plans, standard and supplemental specifications and special provisions herein designated and referred to, are hereby made a part of the Contract, the same as if herein fully set forth;

The Contract amounts may be paid to the Contractor upon progress estimates of completed work, prepared by the Engineer, but progress payments shall not exceed ninety percent (90%) of any such estimates, less the total amount of properly prepared and certified statements of indebtedness which shall have been filed against the Contractor for labor performed and materials furnished, or other services rendered in the carrying forward, performing and completing this Contract, and which estimates shall also be subject to the provisions of the Standard Specifications on file in the office of said BOARD OF COMMISSIONERS OF TIPPECANOE COUNTY.

That before any final estimate is paid to the Contractor, he shall furnish receipt for all debts incurred in the prosecution of such work or satisfactory evidence and assurance that the same have been paid; or shall consent to the withholding by the County, from his final estimate, of sums sufficient to cover any such indebtedness, which sums may be held until such indebtedness is settled, or until

Contract for Public Work
page 1 of 2
the expiration of eighteen (18) months, or until the conclusion of any litigation in relation thereto filed within such period; and

That no monies due on this final estimate shall be paid until the work is fully completed and accepted as provided in the specifications nor until at least sixty-one (61) days after the last work and labor were performed and the last material furnished;

That the contract will be completed by the specified calendar date or liquidated damages will be assessed as provided for in the Special Provisions.

Witness our hands this ________

day of ____________________, 20_____.

CONTRACTOR

NAME: _________________________________

Address: _______________________________

_______________________________________

BY: ___________________________________

ATTEST:

_____________________________________

Bob Plantenga, Auditor

BOARD OF COMMISSIONERS OF
THE COUNTY OF TIPPECANOE

NAME: _________________________________

David S. Byers, President

Address: _______________________________

_______________________________________

Tracy A. Brown, Vice President

BY: ___________________________________

Thomas P. Murtaugh, Member
## Itemized Proposal

**Tippecanoe County**  
**Bridge No. 53**  
**Replacement Contract**

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