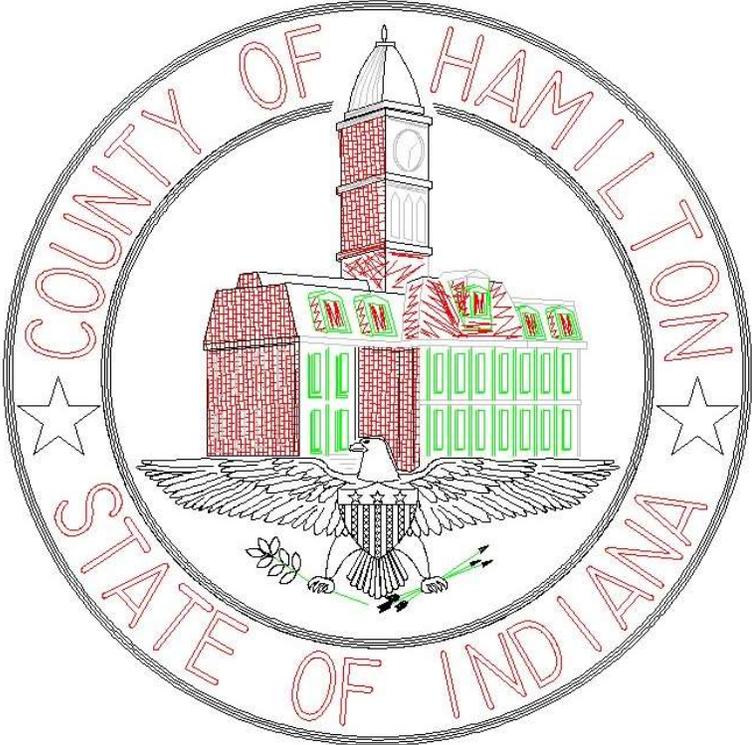


**CONTRACT DOCUMENTS AND SPECIFICATIONS**



**REPLACEMENT PLANS FOR SMALL STRUCTURE NO. 23056**

**PENNINGTON RD. OVER MARTHA HARE DRAIN**

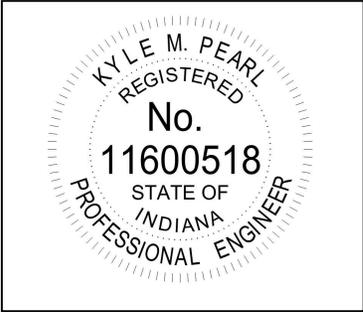
**WAYNE TOWNSHIP**

**HAMILTON COUNTY, INDIANA**

**PB-18-0005**

**Kyle Pearl, P.E., S. E.**

Hamilton County Highway Department  
1700 South 10th Street  
Noblesville, Indiana 46060



**Kyle M. Pearl**  
Digitally signed by Kyle M. Pearl  
DN:  
E=K.Pearl@gaiconsultants.com,  
CN=Kyle M. Pearl  
Date: 2020.04.08 15:48:42-04'00'

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## NOTICE TO BIDDERS

Notice is hereby given that the Board of Commissioners of Hamilton County, Indiana; hereinafter referred to as the *OWNER*, will receive sealed bids for the following project:

***REPLACEMENT PLANS FOR SMALL STRUCTURE NO. 23056  
PENNINGTON RD. OVER MARTHA HARE DRAIN  
WAYNE TOWNSHIP  
HAMILTON COUNTY, INDIANA  
PB-18-0005***

Proposals may be forwarded individually by registered mail or delivered in person, addressed to the Hamilton County Auditor, 33 North 9<sup>th</sup> Street, Suite L21, Noblesville, Indiana, 46060, until **11:30 a.m., May 11, 2020**. After 11:30 a.m. they can be delivered to the Auditor in the Hamilton County Commissioners Courtroom up to the time of the noticed bid opening. Only proposals from those *CONTRACTORS* who are registered on the Indiana Department of Transportation's current listing of Prequalified Contractors for item D(A) "Bridges: Highway Over Water" will be considered. Any bids submitted by *CONTRACTORS* not approved for this item on the list will be returned to the bidder unopened.

All proposals will be considered by the *OWNER* at a public meeting held in the Hamilton County Government & Judicial Center in Noblesville, Indiana, Commissioners' Courtroom, and opened and read aloud at **1:45 p.m. local time, May 11, 2020**.

The work to be performed and the proposals to be submitted shall include a bid for all general construction, labor, material, tools, equipment, taxes, permits, licenses, insurance, service costs, etc. incidental to and required for this project.

All materials furnished and labor performed incidental to and required by the proper and satisfactory execution of the contracts to be made, shall be furnished and performed in accordance with requirements from the drawings and specifications included in these documents. Bidding documents will be available beginning at **9:00 am. on April 15, 2020**. Copies of the Proposal, Specifications, Contract Documents and Plans must be obtained from Reprographix (<http://reprographix.com/>) or contact Kyle Pearl, P.E., S.E. at [k.pearl@gaiconsultants.com](mailto:k.pearl@gaiconsultants.com) for further information. **Cost for obtaining the Contract Document & Plans from Reprographix will be around \$75.00 without tax.** Payments and costs of Contract Documents are non-refundable. Interested parties can view the Contract Documents online at [www.hamiltoncounty.in.gov](http://www.hamiltoncounty.in.gov). Documents posted on the county website are for informational purposes only. It shall be the responsibility of the individual to periodically check for addendums posted online. Contract Documents and Plans must be obtained through Reprographix to be eligible to bid on this contract.

Each proposal must be enclosed in a sealed envelope with the county supplied sealed bid notice, bearing the title of the project, bid opening date and the name and address of the bidder firmly affixed. **The bidder shall affix identifying tabs to the following sheets of each proposal:**

- |                           |                                       |
|---------------------------|---------------------------------------|
| ■ Form 96                 | ■ Itemized Proposal                   |
| ■ Non-Collusion Affidavit | ■ Receipt of Addendum (if applicable) |
| ■ Bid Bond                | ■ Employment Eligibility Verification |
| ■ Financial Statement     | ■ Drug Testing Program Compliance     |

Each individual proposal shall be accompanied by a certified check or acceptable *Bidder's Bond*, made payable to the Hamilton County Auditor, in a sum of not less than *ten percent* of the total amount of the proposal, which check or bond will be held by the said Hamilton County Auditor as evidence that the bidder will, if awarded a contract, enter into the same with the *OWNER* upon notification from him to do so within ten days of said notification. Failure to execute the contract and to furnish performance bond to Hamilton County, Indiana, will be cause for forfeiture of the amount of money represented by the certified check, or bidder's bond, as and for liquidated damages. Form 96, as prescribed by the Indiana State Board of Accounts, shall be properly completed, and submitted with bid proposals. The Commissioners at their discretion reserve the right to waive any and all informalities in the bidding. All bids submitted shall be valid for 90 days from the opening of the bids.

Robin M. Mills  
Hamilton County Auditor

Dated: April 8, 2020  
Hamilton County Reporter: **April 13, 2020 and April 20, 2020**  
Noblesville Times: **April 15, 2020 and April 22, 2020**

BID SEAL  
< NOTICE >

Sealed Bid Documents shall contain on the outside of the sealed envelope the following completed self-sticking label:

All mailer packers will be opened upon receipt.  
Make sure the sealed envelope is contained within.

< NOTICE >

## **PROPOSAL**

To the Board of County Commissioners of Hamilton County, of the State of Indiana; hereinafter referred to as OWNER:

---

**REPLACEMENT PLANS FOR SMALL STRUCTURE NO. 23056  
PENNINGTON RD OVER MARTHA HARE DRAIN  
WAYNE TOWNSHIP  
HAMILTON COUNTY, INDIANA  
PB-18-0005**

---

Pursuant to the legal notice that sealed proposals for the above project would be received by the Board of County Commissioners of Hamilton County, Indiana,

The undersigned hereby tenders this bid to construct the work in accordance with the plans, profiles, drawings, specifications, and all authorized revisions for this contract which are on file in the office of the Hamilton County Highway Department; and to furnish all necessary machinery, equipment, tools, labor and other means of construction and to furnish all material specified in the manner and at the time prescribed and under the supervision and direction of the OWNER or his duly authorized representative and pursuant to the terms of the Performance Bond and the Payment Bond in the amount of not less than One Hundred Percent (100%) of the amount of the Proposal, for the unit prices given on the attached Itemized Proposal dated April 15, 2020.

Together with this PROPOSAL, the undersigned has:

Filed an Itemized Proposal with a unit price for each item listed, together with a total amount for all items, based upon the unique characteristics of this contract;

Executed the Form No. 96 filed herewith;

Filed a properly executed Bid Bond or certified check made payable to the Hamilton County Treasurer herewith in an amount greater than or equal to ten percent (10%) of the total amount of this proposal;

Executed the Non-Collusion affidavit filed herewith;

Executed the Legal Status of Bidder Form filed herewith;

Filed a current Financial Statement herewith;

If awarded the contract, the undersigned promises to prosecute the work so as to complete the contract within the time specified in the Special Provisions.

Witness our hands this \_\_\_\_\_ day of, \_\_\_\_\_ 20\_\_\_\_.

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Printed)

Title: \_\_\_\_\_  
(Printed)





ITEMIZED PROPOSAL  
REPLACEMENT PLANS FOR SMALL STRUCTURE NO. 23056  
PENNINGTON ROAD OVER MARTHA HARE DRAIN  
WAYNE TOWNSHIP  
HAMILTON COUNTY, INDIANA  
PB-18-0005

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1	Construction Engineering	1	LSUM		
2	Mobilization and Demobilization	1	LSUM		
3	Clearing Right of Way	1	LSUM		
4	Present Structure, Remove, Str. 23056	1	LSUM		
*5	Excavation, Common	729	CYS		
6	Excavation, Common, Undistributed	93	CYS		
*7	Borrow	191	CYS		
8	Channel Clearing	1	LSUM		
9	Temporary Check Dam, Revetment Riprap	32	TON		
10	Temporary Silt Fence	623	LFT		
11	Filter Sock	35	LFT		
12	No. 2 Stone	150	TON		
13	Temporary Filter Berm	40	LFT		
14	Temporary Geotextile	235	SYS		
15	Pump Around	1	EACH		
16	Subgrade Treatment, Type II	931	SYS		
*17	Structural Backfill, Type 2	692	CYS		
18	Geotextile, Type 1A	340	SYS		
19	Geotextile, Type 1A, Undistributed	324	SYS		
20	Geotextile for Subgrade Type 2B, Undistributed	93	SYS		
21	Crushed Stone, No. 5, Undistributed	16	CYS		
22	Compacted Aggregate No. 53	194	TON		
23	Compacted Aggregate No. 8, Undistributed	77	TON		
24	Milling, Transition	220	SYS		
25	HMA Surface, Type B, 9.5mm	80	TON		

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
26	HMA Intermediate, Type B, 19.0mm	123	TON		
27	HMA Base, Type B 25.0mm	164	TON		
28	Joint Adhesive, Surface	960	LFT		
29	Joint Adhesive, Intermediate	840	LFT		
30	Asphalt for Tack Coat	1933	SYS		
31	Guardrail MGS W-Beam, 6 FT 3 IN Spacing	100	LFT		
32	Guardrail, MGS, Long Span, Type 1	2	EACH		
33	Guardrail, End Treatment, OS	4	EACH		
34	HMA for Approaches, Type B	7.7	TON		
35	Mailbox Assembly, Remove & Reset	1	EACH		
36	Right-of-Way Marker	6	EACH		
37	Monument, B	6	EACH		
38	Riprap, Class 1	199	TON		
39	Riprap, Revetment	72	TON		
40	Geotextile for Riprap Type 1A	191	SYS		
41	Erosion Control Blanket	1282	SYS		
42	Mulched Seeding, U	1282	SYS		
43	Pipe, Type 4, Circular, 4", Undistributed	20	LFT		
44	Pipe, Type 4, Circular, 6", Undistributed	20	LFT		
45	Pipe, Type 4, Circular, 8", Undistributed	20	LFT		
46	Pipe, Type 4, Circular, 12", Undistributed	20	LFT		
47	Pipe, Type 4, Circular, 15", Undistributed	20	LFT		
48	Pipe, Type 4, Circular, 18", Undistributed	20	LFT		
49	Pipe, Type 4, Circular, 24", Undistributed	20	LFT		
50	Structural, Reinforced Concrete Three-Sided Sections, 168 IN. X 120 IN.	52	LFT		
51	Maintaining Traffic	1	LSUM		
52	Sign Post, Square Type 1 Unreinforced Anchor Base	22	LFT		

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
53	Sign, Sheet, With Legend, 0.080 IN.	17	SFT		
54	Construction Sign, A	6	EACH		
55	Construction Sign, B	6	EACH		
56	Road Closure Sign Assembly	4	EACH		
57	Detour Route Marker Assembly	18	EACH		
58	Barricade, III-A	48	LFT		
59	Barricade, III-B	32	LFT		
TOTAL					

\* Quantity paid as planned quantity

SUBMITTED BY: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

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



**BID BOND**

KNOWN BY ALL PERSONS BY THESE PRESENTS THAT THE UNDERSIGNED:

BIDDER: \_\_\_\_\_  
\_\_\_\_\_

as principal, and SURETY:

[Name] \_\_\_\_\_

[Address] \_\_\_\_\_

\_\_\_\_\_

as Surety,

are firmly bound unto Hamilton County, Indiana in the full and just sum of an amount equal to TEN PERCENT of the amount of the Principal's bid, to the payment of which, well and truly to be made, we bind ourselves jointly and severally, and our joint and several heirs, executors, administrators and assigns, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH THAT, whereas, the Principal is herewith submitting a bid and proposal for construction and completion of this contract in accordance with plans and specifications, which are made part of this bond;

NOW, THEREFORE, if Hamilton County shall award the Principal the contract and the Principal shall promptly, enter into contract with Hamilton County, then this obligation shall be void; otherwise to remain in full force, virtue, and effect.

IT IS AGREED that no modifications, omissions, or additions in or to the terms of such contract or in or to the plans or specifications therefor shall affect the obligation of such sureties on this bond.

IN WITNESS WHEREOF, we hereto set our hands and seals:

<<BIDDER >>

(Bid Bond)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed)

\_\_\_\_\_  
(Title)

State of Indiana, County of \_\_\_\_\_, SS:  
Before me, the undersigned Notary Public, personally appeared;  
\_\_\_\_\_ As Principal and acknowledged the execution of the above  
bond on this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_.  
My commission Expires: \_\_\_\_\_

\_\_\_\_\_  
(County of Residence) \_\_\_\_\_ (Notary Signature & Seal)

<<SURETY >>

(Bid Bond)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed)

\_\_\_\_\_  
(Title)

State of Indiana, County of \_\_\_\_\_, SS:  
Before me, the undersigned Notary Public, personally appeared;  
\_\_\_\_\_ As Principal and acknowledged the execution of the above  
bond on this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_.  
My commission Expires: \_\_\_\_\_

\_\_\_\_\_  
(County of Residence) \_\_\_\_\_ (Notary Signature & Seal)

**PAYMENT BOND**

KNOWN BY ALL PERSONS BY THESE PRESENTS THAT THE UNDERSIGNED:

BIDDER: \_\_\_\_\_

\_\_\_\_\_

as principal, and SURETY:

[Name] \_\_\_\_\_

[Address] \_\_\_\_\_

\_\_\_\_\_

as Surety,

are firmly bound unto Hamilton County, Indiana in the penal sum of an amount equal to ONE HUNDRED PERCENT of the amount of the Principal's bid, to the payment of which, well and truly made, we bind ourselves jointly and severally, and our joint and several heirs, executors, administrators and assigns, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH THAT, whereas, the Principal is herewith submitting a bid and proposal for construction and completion of this contract in accordance with plans and specifications, which are made part of this bond;

NOW, THEREFORE, if Hamilton County shall award the Principal the contract for work and the Principal shall promptly enter into contract with Hamilton County, for the work and shall promptly make payments of all amounts due to all Claimants, then this obligation shall be void; otherwise to remain in full force, virtue, and effect. Claimant shall mean any subcontractor, material supplier or the person, firm, or corporation furnishing materials or equipment for or performing labor or services in the prosecution of the work provided in such an agreement, including lubricants, oil, gasoline, coal, and coke, repairs on machinery, and tools, whether consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work.

IT IS AGREED that no modifications, omissions, or additions in or to the terms of such contract or in or to the plans or specifications therefor shall affect the obligation of such sureties on this bond.

IN WITNESS WHEREOF, we hereto set our hands and seals:

<<BIDDER >>

(Payment Bond)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed)

\_\_\_\_\_  
(Title)

State of Indiana, County of \_\_\_\_\_, SS:  
Before me, the undersigned Notary Public, personally appeared;  
\_\_\_\_\_ As Principal and acknowledged the execution of the above  
bond on this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.  
My commission Expires: \_\_\_\_\_

\_\_\_\_\_  
(County of Residence) \_\_\_\_\_ (Notary Signature & Seal)

<<SURETY >>

(Payment Bond)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed)

\_\_\_\_\_  
(Title)

State of Indiana, County of \_\_\_\_\_, SS:  
Before me, the undersigned Notary Public, personally appeared;  
\_\_\_\_\_ As Principal and acknowledged the execution of the above  
bond on this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

My commission Expires: \_\_\_\_\_

\_\_\_\_\_  
(County of Residence) \_\_\_\_\_ (Notary Signature & Seal)

**PERFORMANCE BOND**

KNOWN BY ALL PERSONS BY THESE PRESENTS THAT THE UNDERSIGNED:

BIDDER: \_\_\_\_\_  
\_\_\_\_\_

as principal, and SURETY:

[Name] \_\_\_\_\_

[Address] \_\_\_\_\_  
\_\_\_\_\_

as Surety,

are firmly bound unto Hamilton County, Indiana in the penal sum of an amount equal to ONE HUNDRED PERCENT of the amount of the Principal's bid, to the payment of which, well and truly made, we bind ourselves jointly and severally, and our joint and several heirs, executors, administrators and assigns, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH THAT, whereas, the Principal is herewith submitting a bid and proposal for construction and completion of this contract in accordance with plans and specifications, which are made part of this bond;

NOW, THEREFORE, if Hamilton County shall award the Principal the contract for work and the Principal shall promptly enter into contract with Hamilton County, for the work and shall well and faithfully do and perform the same in all respects according to the plans and specifications and according to the time, terms, and conditions specified in this contract to be entered into, and in accordance with all requirements of law and shall promptly pay all debts incurred by the Principal or a subcontractor in the construction of the work, including labor, service, and materials furnished, and shall remain in effect at least until one year after the date when final payment becomes due, then this obligation shall be void; otherwise to remain in full force, virtue, and effect.

IT IS AGREED that no modifications, omissions, or additions in or to the terms of such contract or in or to the plans or specifications therefor shall affect the obligation of such sureties on this bond.

IN WITNESS WHEREOF, we hereto set our hands and seals:

<<BIDDER >>  
(Performance Bond)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed)

\_\_\_\_\_  
(Title)

State of Indiana, County of \_\_\_\_\_, SS:  
Before me, the undersigned Notary Public, personally appeared;  
\_\_\_\_\_ As Principal and acknowledged the execution of the above  
bond on this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.  
My commission Expires: \_\_\_\_\_

\_\_\_\_\_  
(County of Residence) (Notary Signature & Seal)

<<SURETY >>  
(Performance Bond)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed)

\_\_\_\_\_  
(Title)

State of Indiana, County of \_\_\_\_\_, SS:  
Before me, the undersigned Notary Public, personally appeared;  
\_\_\_\_\_ As Principal and acknowledged the execution of the above  
bond on this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.  
My commission Expires: \_\_\_\_\_

\_\_\_\_\_  
(County of Residence) (Notary Signature & Seal)





**LEGAL STATUS OF BIDDER**

This Proposal is submitted in the name of:

Firm Name \_\_\_\_\_

The undersigned hereby designates below his business address to which all notices, directions or other communications may be served or mailed:

Street: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

The undersigned hereby declares that he has legal status checked below:

- INDIVIDUAL
- INDIVIDUAL DOING BUSINESS UNDER AN ASSUMED NAME
- CO-PARTNERSHIP (The Assumed name of the partnership is registered in the County of \_\_\_\_\_, Indiana.
- CORPORATION INCORPORATED UNDER THE LAWS OF THE STATE OF \_\_\_\_\_. The Corporation is:
- LICENSED TO DO BUSINESS IN INDIANA
- NOT NOW LICENSED TO DO BUSINESS IN INDIANA

The name, titles and home address of all persons who are officers or Partners in the organization are as follows:

NAME AND TITLE \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed)

\_\_\_\_\_  
(Title)











**AFFIDAVIT AND WAIVER OF LIEN**

Final     Partial     Payment to Follow

State of Indiana, County of \_\_\_\_\_ SS \_\_\_\_\_  
Being duly sworn states that he is the \_\_\_\_\_ of \_\_\_\_\_  
(Name of Officer) \_\_\_\_\_ (Title)  
\_\_\_\_\_ having contracted with \_\_\_\_\_ to furnish  
certain materials and/or labor as follows \_\_\_\_\_  
\_\_\_\_\_ (Description)  
for the project known as \_\_\_\_\_

located at \_\_\_\_\_ and owned by \_\_\_\_\_ Hamilton County \_\_\_\_\_  
\_\_\_\_\_ (Owner)

and does hereby further state on behalf of the aforementioned subcontractor/supplier: \_\_\_\_\_  
(PARTIAL WAIVER) that there is due from the CONTRACTOR the sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

\_\_\_\_\_ ( ) receipt of which is hereby acknowledged; or  
( ) the payment of which has been promised as the sole consideration of this affidavit and Partial  
Waiver of Lien which is given solely with respect to said amount and which waiver shall be effective  
only upon receipt of payment thereof by the undersigned:

(FINAL WAIVER) that the final balance due from the CONTRACTOR is the sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

\_\_\_\_\_ ( ) receipt of which is hereby acknowledged or  
( ) the payment of which has been promised as the sole consideration for the Affidavit and  
Final Waiver of Lien which shall become effective upon receipt of such payment

THEREFORE, the undersigned waives and releases unto the OWNER of said premises, any and all lien  
or claim whatsoever on the above-described property and improvements thereon on account of LABOR  
or material or both, furnished by the undersigned thereto, subject to limitations or conditions expressed  
herein, if any; and further certifies that no other party has any claim or right to a lien on account of any  
work performed or material furnished to the undersigned for said project, and within the scope of this  
affidavit and waiver.

\_\_\_\_\_ By \_\_\_\_\_ Title \_\_\_\_\_  
(Firm) (Authorized Representative)

WITNESS MY HAND AND NOTARIAL SEAL this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
(Notary Public)

My Commission Expires \_\_\_\_\_ Printed \_\_\_\_\_

Residing in \_\_\_\_\_ County, \_\_\_\_\_



**CERTIFICATION LETTER**

TO BE COMPLETED BY ALL SUB-CONTRACTORS AND MATERIAL SUPPLIERS

Reference:

---

**REPLACEMENT PLANS FOR SMALL STRUCTURE NO. 23056  
PENNINGTON RD. OVER MARTHA HARE DRAIN  
WAYNE TOWNSHIP  
HAMILTON COUNTY, INDIANA  
PB-18-0005**

---

We hereby certify that we have examined the Contract Plans and Specifications for this project and that all materials and workmanship will be in strict compliance therewith.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed)

\_\_\_\_\_  
(Title)

Date \_\_\_\_\_

Describe Item of work or material to be furnished:



**EMPLOYMENT ELIGIBILITY VERIFICATION CERTIFICATION**

This Certification is submitted by the undersigned, \_\_\_\_\_, as part of the contract with Hamilton County for the project known as \_\_\_\_\_ entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ . The undersigned affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien.

The Contractor shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

The Contractor shall require all subcontractors who perform work under its contract, to certify to the Contractor that:

1. The subcontractor does not knowingly employ or contract with an unauthorized alien;
2. The subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification at least two years after the term of a contract with a subcontractor.

The County may terminate the contract if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the County.

The terms of this Certification shall be incorporated within the contract between the Contractor and the County.

Witness this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_, \_\_\_\_\_

Printed: \_\_\_\_\_ Title \_\_\_\_\_



## **GENERAL PROVISIONS INDEX**

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## **GENERAL PROVISIONS**

### **GP 1        CONTRACT QUESTIONS**

Submit all questions in writing to GAI Consultants, INC. prior to 9:00 a.m. local time, May 6, 2020. A written response will be distributed to the contact individual listed by the Bidder when purchasing contract documents. No questions will be answered by telephone.

### **GP 2        PUBLIC OPENING OF BIDS**

Bids will be opened publicly and read aloud at 1:45 p.m. local time, May 11, 2020 in the Hamilton County Government & Judicial Center in Noblesville, Indiana, Commissioner's Courtroom. Bidders, or their authorized agents, are invited to be present. Any Bids received after 1:45 p.m. local time, May 11, 2020 will be returned to the bidder unopened.

### **GP 3        NOTIFICATION OF WORK SCHEDULE**

The CONTRACTOR shall provide a listing of the next workday's work activities by 12:00 p.m. of that day's work for the ENGINEER'S scheduling and inspection. All work scheduled for Monday shall be provided on Friday of the preceding week.

Failure to provide such notice within the specified time may result in the failure of the ENGINEER to pay for any material placed that day.

### **GP 4        WARRANTY OF WORK**

The CONTRACTOR warrants and guarantees for **one year** after final acceptance of the contract, to the OWNER that all work will be performed, supplied, furnished and installed, and that the work will perform in strict accordance with the Contract Documents and will not be defective. Notice of all work determined or suspected to be defective or not in conformity with the Contract Documents shall be given to the CONTRACTOR within reasonable time after observance thereof.

### **GP 5        EXAMINATION OF THE PROJECT SITE**

Before the bid date, all bidders shall carefully and thoroughly examine the entire site of the proposed work, adjacent premises, various means of approach, access thereto by means of a site inspection visit, and make all necessary investigations to inform themselves thoroughly as to the facilities necessary for delivering, placing, and operating the necessary construction equipment, and for delivering and handling materials at the site, and shall inform themselves thoroughly as to any and all actual or potential difficulties, hindrances, delays, and constraints involved in the commencement, prosecution and completion of the proposed work in accordance with the requirements of this contract. The CONTRACTOR, by the execution of the Contract, shall in no way be relieved of any obligation under it, due to his failure to receive or examine any form or legal instrument, or to visit the site and acquaint himself with the conditions there existing. The OWNER will be justified in rejecting any claim based on facts, which he should have noticed as a result thereof.

**GP 6            CONTRACT DOCUMENTS**

The Indiana Department of Transportation, Standard Specifications dated 2020 together with most recently published Supplemental Specifications shall be used in conjunction with these Plans, Contract Forms, General Provision, Special Provisions, Modifications to the Specifications, Standard Sheets and any addenda which may be issued for this project.

It is the intent of these Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance therewith. Any work, materials or equipment that may reasonably be inferred will be supplied whether or not specifically called for.

Wherever reference is made to the Indiana Department of Transportation, Director, or Chief Highway Engineer, it shall be interpreted as the Board of County Commissioners of Hamilton County, Indiana.

**GP 7            CONTRACTOR**

The Firm or Corporation with whom the OWNER has entered into the Construction Contract.

**GP 8            OWNER**

The Board of County Commissioners of Hamilton County, Indiana

**GP 9            ENGINEER**

Hamilton County Highway Engineer or its authorized representative.

**GP 10          NOTICE TO PROCEED**

The *CONTRACTOR* shall start to perform the work on the date designated in the written Notice to Proceed, but no work shall be done at the site prior to the date of the Notice to Proceed.

**GP 11          COUNTY**

County of Hamilton, State of Indiana.

**GP 12          PRE-QUALIFICATION AND BIDDING**

Contractor shall meet all the requirements setout in Section 102.00. Only bids from those CONTRACTORS who are currently registered on the Indiana Department of Transportation’s listing of Prequalified Contractors for items D(A) “Bridges: Highway Over Water” will be considered. Any bids submitted by CONTRACTORS not on this list will be returned to the bidder unopened.

**GP 13          AWARD OF CONTRACT**

The OWNER reserves the right to reject any or all bids or to waive any informalities and to accept the bid, which it deems favorable to the interest of the OWNER after all bids have been examined and scrutinized.

**GP 14            PROOF OF INSURANCE**

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

Should any coverage approach expiration during the Contract period, it shall be renewed prior to its expiration, and certificate again filed with the OWNER. If any of such policies are canceled or are changed so as to reduce the coverage evidenced by the Certificate, at least ten (10) days prior written notice by registered mail of such cancellation or change shall be sent to the OWNER.

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

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

**GP 15            ADDITIONAL INSURED**

Contractor shall submit Certificate of Insurance indicating the above necessary coverage as well as naming OWNER, its employees and representatives and ENGINEER as Additional Insured on all policies except Worker's Compensation.

**GP 16            INSURANCE**

**Contractor's Liability Insurance**

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

**Contractor's Insurance**

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

- (A) Workmen's Compensation and Occupational Disease Insurance

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

- (B) Employer's Liability Insurance

The Contractor shall provide Employer's Liability with minimum limits as follows:

\$100,000 bodily injury by accident, each accident;  
\$100,000 bodily injury by disease, each employee;  
\$500,000 bodily injury by disease, policy limit.

(C) Comprehensive General Liability Insurance

The Contractor shall maintain a Comprehensive General Liability form of Insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence, \$2,000,000 annual aggregate. The insurance policy shall include the following:

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

(a) Property damage arising out of blasting or explosion

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

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

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

(3) Contractor's Protective: The Contractor shall maintain this type of coverage on a blanket at basis to cover the operations of any Subcontractors.

(a) Automotive Liability Insurance

The Contractor shall maintain Comprehensive Automobile Liability Insurance policy with a combined single limit of not less than \$500,000. This coverage may be provided either as a separate policy or as a part of the comprehensive liability policy described above. The automobile insurance must include coverage for all owned, non-owned, and hired vehicles.

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

(c) Umbrella Insurance

The Contractor shall maintain an umbrella policy with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate in addition to their primary insurance.

**GP 17            PROJECT RESPONSIBILITY**

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

**GP 18            SUPERVISION**

The CONTRACTOR shall supervise and direct the work completely and efficiently devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.

**GP 19            RESIDENT SUPERINTENDENT**

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

**GP 20            INSPECTION OF WORK**

The ENGINEER and his representatives shall at all times have access to the work wherever it is in preparation or in progress.

If the specifications, the ENGINEER's instructions, laws, ordinances or any public authority requires any work to be specially tested or approved, the CONTRACTOR shall give the ENGINEER timely notice of its readiness for inspection and, if the inspection is by an authority other than the ENGINEER, the date fixed for such inspection. If any work should be covered up without the approval or consent of the ENGINEER, it must, if required by the ENGINEER, be uncovered for examination at the CONTRACTOR'S expense.

**GP 21            STANDARDS OF QUALITY**

All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for in the Contract Documents shall expressly run for the benefit of the OWNER. If requested by the ENGINEER, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

**GP 22            PROGRESS SCHEDULE**

Within ten days after the date of the Notice to Proceed, the CONTRACTOR shall submit to the ENGINEER for review a proposed schedule indicating the starting and completion dates of the various stages of the work to be performed under this contract. The ENGINEER shall review the proposed schedule to determine conformity with the contract and will make recommendations to the OWNER concerning approval thereof; however, the review, approval or other action taken by the ENGINEER or OWNER in respect of such schedules shall not relieve the CONTRACTOR of its obligations to perform the work within the contract schedule(s).

**GP 23            PRECONSTRUCTION CONFERENCE**

Before the CONTRACTOR is issued a Notice to Proceed, a conference attended by the OWNER, ENGINEER, CONTRACTOR and others as appropriate will be held. The purpose of this conference will be to discuss procedures for making submittals, processing applications for payment, and to establish other procedures and understandings bearing upon coordination and performance of the work.

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

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

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

**GP 24            PROJECT STAFFING**

The CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the Contract Documents. The CONTRACTOR shall at all times maintain good discipline and order at the site.

**GP 25            DELAY AND EXTENSION OF TIME**

If the CONTRACTOR should be delayed at any time in the progress of the work by any act or neglect of the OWNER or the ENGINEER, or of any employee of either, or by any separate CONTRACTOR employed by the OWNER, or by changes ordered in the work or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the CONTRACTOR'S control, or by delay authorized by the ENGINEER pending arbitration, or by any cause which the ENGINEER shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the ENGINEER may decide.

No such extension shall be made for delay occurring more than seven days before claim therefore is made in writing to the ENGINEER. In the case of continuing cause of delay, only one claim is necessary.

**GP 26            CHANGES IN WORK**

The OWNER, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract Sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

In giving instructions, the ENGINEER shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work, but otherwise, except in an

emergency endangering life or property, no extra work or changes shall be made unless in pursuance of a written order from the OWNER signed or countersigned by the ENGINEER, or a written order from the ENGINEER stating that the OWNER has authorized the extra work or change, and no claim for an addition to the contract sum shall be valid unless so ordered. The value of any such extra work or change shall be determined in one or more of the following ways:

- (a) By estimate and acceptance in a lump sum
- (b) By unit prices named in the contract or subsequently agreed upon
- (c) By cost and percentage or by cost and a fixed fee

If none of the above methods is agreed upon, the CONTRACTOR, provided he receives an order as above, shall proceed with the work. In such case and also under case (c), he shall keep and present in such form as the ENGINEER may direct, a correct account of the cost, together with vouchers. In any case, the ENGINEER shall certify to the amount including reasonable allowance for overhead and profit, due to the CONTRACTOR. Pending final determination of value, payments on account of changes shall be made on the ENGINEER'S certificate.

Should conditions encountered below the surface of the ground be at variance with the conditions indicated by the drawings and specifications, the contract sum shall be equitably adjusted upon claim by either party made within a reasonable time after the first observance of the conditions.

**GP 27            DELETION OF WORK**

The OWNER/ENGINEER has the right to delete any items that are a part of this contract.

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## **SPECIAL PROVISIONS**

### **SP 1            CONTRACT TIME**

The schedule for the completion of the work included in this contract including incidentals and clean up, shall be governed on a Calendar Day Basis.

Completion of all the work included in this contract, including incidentals and clean-up, shall be completed prior to November 1, 2020.

The earliest date to begin work shall be June 15, 2020.

### **SP 2            ROAD CLOSURE**

The CONTRACTOR shall limit the time that the road is closed to traffic to a maximum of 90 calendar days without written approval of an extension to this time from the OWNER.

The CONTRACTOR shall provide the OWNER at least three week's notice prior to closing the road. In no case shall the road be closed without prior consent from the OWNER

### **SP 3            HOLIDAYS THAT WORK IS NOT PERMITTED**

The CONTRACTOR may not perform work on this project as mentioned in the most recent INDOT Standard Specifications and including on the following days:  
All Saturdays

At the discretion of the ENGINEER, CONTRACTOR shall be allowed to work on Saturday and Sunday, only if, CONTRACTOR submits in writing 72-hours in advance to the ENGINEER or specifically stated in the contract documents mentioned elsewhere herein.

### **SP 4            EXISTING CONDITIONS**

The CONTRACTOR shall verify the elevation and measurements of all points where new construction is to match existing conditions prior to the commencement of any construction activities.

Where new work is to be fitted to old work, the CONTRACTOR shall check all dimensions and condition in the field and report any errors or discrepancies to the ENGINEER or assume responsibility for their correctness and the fit of new parts to old. If such parts do not fit properly, CONTRACTOR shall make at CONTRACTOR'S expense such alternations to new parts as may be necessary to assure proper fits and connection, which meet the approval of the ENGINEER.

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

### **SP 5            IDEM NOTIFICATION FOR STRUCTURE REMOVAL**

A bridge asbestos survey was performed by SJCA, P. C. The Bridge Asbestos Survey Summary and IDEM Notification of Demolition are included in the contract documents for use by the CONTRACTOR.

The CONTRACTOR shall complete the Notification of Demolition form and submit it to the Indiana Department of Environmental Management.

**SP 6            DISPOSAL OF EXCESS MATERIAL**

All excess material not to be salvaged (waste) shall be removed from the project site. Whether a private or public waste site is utilized, such disposal shall comply with all Federal, State and local ordinances and permit requirements.

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

**SP 7            SEPTIC SYSTEM AND WELL**

Contractor shall avoid operating heavy construction equipment over an area where a septic system exists in the NW quadrant of the project as shown in the plans. Care shall be taken as to not perform any work that shall damage or impact this septic system. Contractor shall avoid impacts and not disturb a well that is located in the SE quadrant of the project within construction limits.

**SP 8            TESTING OF MATERIALS**

The CONTRACTOR shall be responsible for all testing and sampling of materials as hereinafter specified. The CONTRACTOR shall furnish certified tests for the following materials, which are to be made by an independent laboratory approved by the ENGINEER. The independent laboratory shall submit copies of all test results directly to the ENGINEER. Testing performed by an agent of a material producer or supplier will not be considered independent. The cost of providing samples and testing will not be paid for directly but will be included in the cost of other items.

**CONCRETE**

Advance Concrete Tests: Concrete tests shall be conducted in accordance with A.S.T.M. Serial Des. C-39, for compliance with the requirements of these specifications.

Slump: For each 25 cubic yards or fraction thereof taken from forms.

Compression: The Contractor shall have tests made at a testing laboratory that is approved by the Engineer. The Contractor shall furnish to the Engineer all equipment and facilities necessary to prepare concrete test specimens. Three test cylinders 6" in diameter and 12" high will be made for each 100 cubic yards of each class of concrete or fraction thereof, placed each day. The Contractor shall properly crate and transport the cylinder test specimens to the approved laboratory.

The minimum compressive strength at 28 days shall be:

Class "A" Concrete, 3500 P.S.I.

Class "B" Concrete, 3000 P.S.I.

Class "C" Concrete, 4000 P.S.I.

One of the three test specimens shall be tested at 7 days and the remaining two specimens shall be tested at 28 days.

Concrete test specifications shall be in accordance with AASHTO Des. T-23; cylinder specimens shall be tested in accordance with ASSHTO T-22, and test beams shall be treated in accordance with AASHTO Des. T-97.

If the Contractor desires to remove forms sooner than as specified in Article 702.13, he shall make 6x6x36 test beams to provide information for stripping forms. Equipment for testing these beams shall be furnished by the Contractor.

**BITUMINOUS MATERIAL**

The Contractor shall provide proof that all bituminous material used shall be of State tested material and on immediate usage basis. Class D certification required.

**BORROW**

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

**FOUNDATION**

The CONTRACTOR shall verify soil bearing capacity meet or exceed the design capacity at each wingwall and main footing. Engineer shall determine the location of each test. A minimum of 5 tests are required per footing.

**REINFORCING STEEL**

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

**SUBGRADE**

The subgrade shall be constructed in accordance with Section 207. No direct payment will be made for subgrade treatment. The cost of all work and testing for subgrade treatment shall be included in other items of the contract. Frequency of the density testing shall be every 100 ft for each lane of pavement per lift. Density testing for shoulder width greater than 6 feet shall be every 300 feet per lift.

**SP 9            GEOTECHNICAL INVESTIGATION**

A Geotechnical investigation for this project site has been performed by GEOTILL, Inc, Indianapolis, Indiana. This report presents the soil evaluation, Geotechnical recommendations and construction considerations for this project.

A copy of this report is available, by appointment only, from the Office of the Hamilton County Highway Department, 1700 South 10<sup>th</sup> Street, Noblesville, Indiana, 46060 between the hours of 8:30 am – 4:00pm, Monday thru Friday.

**SP 10            PERMITS**

Copies of all permits obtained by an IDEM 401/404 Regional General Permit have been submitted and granted. IDEM has approved the 401 Permit under IDEM ID Number: 2020-182-29-ALF-X. The US Army Corps of Engineers has approved the 404 Permit under the authorization: LRL-2020-25-sjk. Copies of the approved permits are included as a part of the contract documents. According to the requirements of the governing agencies, the authorizations must be conspicuously displayed at the project site and the CONTRACTOR shall perform his work in accordance with the conditions contained in all permits.

All permits and licenses which may be required due to construction methods such as, but not limited to, borrow or disposal pits, steam crossings, causeways, work bridges, cofferdams, etc., but which are not part of the contract documents shall be procured by the CONTRACTOR prior to beginning the work which requires the permit.

All charges, fees, and taxes shall be paid, and all notices necessary and incidental to the due and lawful prosecution of the work shall be given.

**SP 11            UTILITY INFORMATION**

All applicable sections for 105.06 and 107.20 shall apply except as amended elsewhere within the contract documents and as follows:

Coordination with any applicable utility(s) is the sole responsibility of the CONTRACTOR. The CONTRACTOR shall identify and contact the affected utilities prior to the commencement of any activities. Contract time will be charged unless the CONTRACTOR can show written evidence that he is making every possible effort on his part to get the utility work completed.

The following is provided for information purposes only. The CONTRACTOR shall contact the following personnel or company to coordinate work prior to the commencement of any construction activities.

<b>Utility Information</b>	<b>Contact</b>	<b>Email</b>
AT& T	Brad Bailey	<a href="mailto:bb3525@att.com">bb3525@att.com</a>
Duke Energy - Distribuion	Quentin Knight	<a href="mailto:quentin.knight@duke-energy.com">quentin.knight@duke-energy.com</a>

**SP 12            COOPERATION WITH PUBLIC UTILITIES**

The Contractor shall notify any utility which might have facilities in the way of the construction two weeks prior to beginning work.

The Contractor's attention is directed to Section 107.20 regarding his responsibility for Utility Properties and Service. No work is to commence until all utility owners have been contacted and the exact location and depth of existing lines has been established and the necessary arrangements for the protection thereof have been made. All work to be performed adjacent to existing lines shall be done in the presence of utility personnel, unless permission is otherwise granted from the particular owner involved.

**SP 13            PROTECTION OF PROPERTY**

The CONTRACTOR'S attention is directed to Section 108.04 with regard to prosecution of work. Pollutants such as fuels, lubricants, bitumen, raw sewage and other harmful materials (including residual materials from scarifying bridge decks and approaches, sandblasting and cleaning operations, and materials from full and partial depth bridge deck patching) shall not be discharged into or near rivers, streams and impoundments or into natural or man-made channels leading thereto.

**SP 14            DETERMINATION AND EXTENSION OF CONTRACT TIME**

An extended date of completion will only be considered if the notice to proceed is not issued within 90 days of the letting except if the delay is due to the failure of the CONTRACTOR to furnish any stated or requested forms or information.

**SP 15            LIQUIDATED DAMAGES**

Damages setout below are not meant to penalize the contractor, but to insure timely completion of this contract. It is the sole responsibility of the CONTRACTOR to thoroughly familiarize himself with these contract documents.

The CONTRACTOR shall pay one thousand dollars (\$1,000.00) for each calendar day after the calendar completion date as setout elsewhere herein for failure to complete the work in accordance with this contract.

The CONTRACTOR shall also pay one thousand dollars (\$1,000.00) for each calendar day after the permitted 60 calendar days that the road is closed to traffic.

The CONTRACTOR shall pay one thousand dollars (\$1,000.00) for each calendar /or portion thereof for failure to complete specific time sensitive operation, mentioned elsewhere herein, within the time frame allowed.

If the CONTRACTOR exceeds any or all allotted time periods simultaneously, the assessed damages will be cumulative.

**SP 16            DECREASED OR INCREASED QUANTITIES OF WORK**

These Special Provisions shall not be considered as a waiver of, nor shall they invalidate the right of the ENGINEER to increase or decrease quantities of work.

**SP 17            PARTIAL PAYMENTS**

Partial payments will be made once each month as the work progresses. Said payments will be based upon estimates prepared by the CONTRACTOR using the provided HCHD FORM 8049 and a County Claim Voucher and approved by the ENGINEER for the value of the work performed and materials complete in place in accordance with the contract, plans and specification. No partial payment will be made when the amount due the CONTRACTOR since the last estimate amounts to less than Five Hundred Dollars. From the total of the amount determined to be payable on a partial payment, ten percent of such total amount will be deducted and retained by the County until the final completion and acceptance of the work.

**SP 18            FINAL PAYMENT**

When the contract work has been completed in an acceptable manner in accordance with the terms of the contract, the CONTRACTOR will prepare a final estimate for the work and will furnish the ENGINEER with a copy thereof. Before final payment of the contract, the CONTRACTOR shall furnish the provided Affidavit and Waiver of Lien from all subcontractors, material suppliers and equipment suppliers who provided goods and/or services valued at \$500.00 or greater. Final payment will not be made until a final inspection has been made, the work has been accepted by the County and has met the requirements of

Section 109.08 of the Indiana Department of Transportation Standard Specifications. The ENGINEER, acting for the Board of County Commissioners, will then certify to the County Auditor the balance due the CONTRACTOR, and said certificate will be deemed an acceptance of the completed contract by the OWNER.

**SP 19            OPEN BURNING OF NATURAL GROWTH**

Open Burning of natural growth will not be permitted on this contract

**SP 20            CLEARING RIGHT-OF-WAY**

Initial tree clearing has been performed in advance of the contract letting. The contractor shall clear the remaining right-of-way as necessary for construction in accordance with Section 201 and 621. Stumps remaining from the initial tree clearing that are outside project limits shall be removed at the direction of the engineer. Clearing shall take place within project limits from right-of-way to right-of-way.

All labor, material, seeding, removal of trees and stumps, and equipment necessary to clear right of way and to dispose of the material in a suitable manner shall be included in the pay items for “Clearing Right of Way”, LSUM.

**SP 21            FIELD TILE (UNDISTRIBUTED)**

Field tiles encountered and affected by the scope of work specified within the contract documents shall be given positive outlet.

This work shall consist of the extension and repair of existing field tiles as necessary to keep tile in service.

Material and construction requirements shall be in accordance with 715 and 719 of the standard specifications.

Pipe will be measured per linear foot of new field tile in place as approved by the Engineer. The accepted quantities of pipe will be paid for at the contract unit price per foot for “Pipe, Type 4, Circular, \_\_\_ in., Undistributed” as listed in the Itemized Proposal. The costs of excavating, backfilling, disposal, planking removal of portions of existing tile, tees, elbows and necessary incidentals shall be included in the cost of work.

**SP 22            PRESENT STRUCTURE, REMOVE**

The CONTRACTOR shall remove the existing Hamilton County Small Structure No. 23056 at approximate station 20+00 “PR-A” as shown in the contract plans in accordance with Section 202 of the standard specifications. Cost of this work shall be included in the lump sum pay items “Present Structure, Remove”

**SP 23            PROTECTION OF FIELD TILE**

All field tiles encountered and affected by the scope of work specified within the contract documents shall be given a positive outlet. Animal guards are required on the ends of all field tiles. The cost of all animal guards shall be included in the cost of the pipe.

Any tile outside the construction limits damaged by the CONTRACTOR's operations shall be replaced by the CONTRACTOR at his own expense.

**SP 24            CHANNEL CLEARING AND RECONSTRUCTION**

This work shall consist of but not limited to reconstructing channel centerline and slopes by hand or machine method, or both, to required grade in accordance with these specifications and in reasonably close conformance with the elevations and cross sections shown on the plans or as directed by the ENGINEER. All spill slopes and channel centerline shall be constructed to the cross section shown on the plans.

It shall also include waterway excavation and clearing channel to the existing flow line elevation (refer to Cross Sectional view of the plans) in accordance with Section 201 and 203. Work shall include but not limited to removal of debris, vegetation, and various other material that is impeding the flow of the stream, or infringing onto the bridge roadway, from the channel, spill slopes, and bridge cones, as indicated in the detail drawing and/or as direct by the ENGINEER in accordance with Section 201. All suitable material removed from the stream, approved by the ENGINEER, may be reused on the slope wall to acquire 2:1 slope.

All necessary labor, material, equipment, construction engineering, elevation staking, supervision, suitable disposal of waste, necessary work required for clearing the channel to existing flow line elevation, and other incidental construction, shall be included in the cost of "Channel Clearing", LSUM.

**SP 25            EMBANKMENT OVER EXISTING ROADBEDS**

Placement of embankment over the existing roadbed shall not be permitted. The existing pavement shall be removed entirely, or milled full-depth, spread and re-compacted prior to any fill being placed in the roadbed. The cost of removal of the existing pavement is included in the pay item "Excavation, Common".

**SP 26            DEWATERING**

The Contractor's attention is directed to the possibility that dewatering may be required during construction of the proposed culvert extensions. No additional payment will be made for dewatering (if required), but the cost shall be included in other items.

**SP 27            PUMP-AROUND**

DESCRIPTION: This work shall consist of furnishing, installing, and maintaining a pump-around in accordance with 105.03 to sufficient scope, size, and capacity to prevent ground-water flow into construction work areas as necessary to construct the structure and perform channel work.

MATERIALS: Materials shall be in accordance with 205.02.

CONSTRUCTION REQUIREMENTS: Dewatering operations shall be maintained to allow for removal of the existing structure, ensure constructability of the proposed structure, and allow for channel clearing. The dewatering system shall be removed when no longer needed. When no longer needed, dewatering may be performed by means of temporary cofferdams along stream banks. The Contractor shall review the IDEM and ACOE permits to ensure compliance before beginning pump around activities. The operation of the dewatering pumps and the condition and efficiency of the sediment filter bags shall be

closely monitored. Sediment filter bags which do not perform properly or reach their capacity shall be replaced immediately. The Contractor shall dispose of water removed by dewatering in a manner that avoids endangering public health, property, and portions of work under construction or completed. Disposal of water shall not inconvenience others. Sumps, sedimentation tanks, flow-control devices, and temporary sediment and erosion control shall be provided in accordance with 205 and as required by authorities having jurisdiction.

**METHOD OF MEASUREMENT:** Pump-around will not be measured, regardless of how many times the system is moved, replaced or relocated. Sediment filter bags will not be measured regardless of the number of times a day a filter bag may become filled and replaced.

**BASIS OF PAYMENT:** Pump-around will be paid for at the contract unit price per lump sum.

The cost of the pump, temporary cofferdams, materials, installation, inspection, maintenance, sediment filter bags, removal and proper disposal, labor and all necessary incidentals shall be included in the cost of Pump Around.

## **SP 28            SUBGRADE IMPROVEMENTS**

**DESCRIPTION:** Soft subgrade soils may be encountered on the project sites. This work shall consist of stabilizing these soft subgrade areas, as approved by the Engineer, in accordance with 203.

**MATERIALS:** Crushed Stone shall be in accordance with Section 211.02. Geotextiles for Subgrade shall be in accordance with and 214.02.

**CONSTRUCTION REQUIREMENTS:** Subsequent to pavement removal, topsoil and site grading, the exposed subgrade shall be compacted to the required density in accordance with Section 203. If the original ground cannot be compacted to the required density because of unstable soils, high water table, or other conditions, the use of stabilizing materials consisting of maximum 12 inches of excavation filled with No. 5 Crushed Stone wrapped in Geotextile for Subgrade, Type 2B shall be used. At no time will these subgrade improvement methods be utilized without approval of the Engineer.

**METHOD OF MEASUREMENT:** Common Excavation will be measured by the cubic yard. Geotextile for Subgrade, Type 2B will be measured by the square yards. Crushed Stone, No. 5 will be measured by the cubic yard.

**BASIS OF PAYMENT:** Common Excavation will be paid for at the contract unit price per cubic yard for Excavation, Common, Undistributed. Geotextile, Type 2B will be paid for at the contract unit price per cubic yard for Geotextile for Subgrade, Type 2B, Undistributed. Crushed Stone, No. 5 will be paid for at the contract unit price per cubic yard for Crushed Stone, No. 5, Undistributed.

No payment will be made for any material placed prior to the approval of the Engineer for this work.

## **SP 29            MAILBOX ASSEMBLY, REMOVE & RESET**

This work shall consist of removal and resetting existing "Mailbox Assembly, Remove & Reset" as indicated in the detail drawing, accordance with these specification, and Section 611.00 of the Standard Specification.

It shall be CONTRACTOR's responsibility to remove and reset existing mailbox, undamaged, to its existing location. Mailbox assembly shall be accessible for mail delivery. Any damage to the mailbox shall be responsibility of the CONTRACTOR to replace with similar mailbox.

All labor, material, equipment, supervision and other related work required to complete this work shall be included in the pay item identified as "Mailbox Assembly, Remove & Reset", Each.

**SP 30            BENCHMARK**

The CONTRACTOR shall install a USGS benchmark at Small Structure #23056. This work is to be done in accordance with Section 105.08 and Section 615 of the Standard Specifications. The CONTRACTOR shall coordinate with the Hamilton County Surveyor's Office (HCSO) for the location of the benchmark.

The HCSO will provide the CONTRACTOR with the new monument to be installed. In addition, the CONTRACTOR shall notify the HCSO 30 days prior to construction so that the necessary steps to offset an elevation may be taken. The CONTRACTOR shall submit to the HCSO (copy to ENGINEER) a letter from a Licensed Surveyor certifying this elevation.

The cost of all labor, materials and equipment necessary to complete this work shall be included in the cost of other items.

**SP 31            SEEDING AND SODDING**

If the seeding is placed outside the seasonal limitation requirement per INDOT Specification. Warranty Bond shall include all operations necessary for re-installation, including re-installation of erosion control blankets as specified on the plans.

**SP 32            SEEDING OUTSIDE CONSTRUCTION LIMITS**

Area which have been disturbed by construction and are outside the construction limits shall be seeded with seed mixture grass type 2 in accordance with 621.06(g) 2, or seed mixture legume type 2 in accordance with 621.06(h) 2, as directed.

No payment will be made for seeding required in areas outside the construction limits, which have been disturbed by construction.

**SP 33            SURFACE FOR EMBANKMENT**

If the embankment is constructed of material not suitable for growing sod or seed, then such areas shall be covered with a 1' layer of clay or loam or other material which is suitable for growing after being compacted into place. The cost of this work to be included in the costs of other items.

**SP 34**

**THREE-SIDED STRUCTURE FOUNDATION SUBGRADE**

DESCRIPTION: Unsuitable soils may be encountered under areas where the three-sided structure and wingwall foundations are to be constructed. This work shall consist of removing these unsuitable soils down to the elevation of suitable bearing material and replacing with compacted stone to re-establish structure foundation elevations as directed by the Engineer.

MATERIALS: Compacted Aggregate No. 8 shall be in accordance with Section 211.02. Geotextiles for Riprap shall be in accordance with and 616.02.

CONSTRUCTION REQUIREMENTS: If soils are considered unsuitable for three-sided structure bearing by the Engineer, the unsuitable soils shall be undercut and removed. Undercut limits and neat lines shall be as shown in the plans in order to establish a suitable bearing capacity. Once a suitable bearing material is established, the removed material shall be replaced with Compacted Aggregate, No. 8 on Geotextile for Riprap, Type 1A. A Geotechnical Report is on file with Hamilton County for further recommendations related to three-sided structure foundations and bearing material.

METHOD OF MEASUREMENT: Common Excavation will be measured by the cubic yard. Geotextile for Riprap, Type 1A will be measured by the square yards. Compacted Aggregate, No. 8 will be measured by the Ton.

BASIS OF PAYMENT: Common Excavation will be paid for at the contract unit price per cubic yard for Excavation, Common, Undistributed. Geotextile, Type 1A will be paid for at the contract unit price per square yard for Geotextile for Subgrade, Type 1A, Undistributed. Compacted Aggregate, No. 8 will be paid for at the contract unit price per Ton for Compacted Aggregate, No. 8, Undistributed.

No payment will be made for any material placed prior to the approval of the Engineer for this work.

**SP 35**

**TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE OPERATION**

This work shall consist of furnishing, installing, and maintaining signs, barricades, temporary traffic control devices or adjustments, labor, materials, etc., necessary for the maintenance of traffic as called for within the Contract Documents, or as permitted by the ENGINEER and not specifically called out in the Itemized Proposal or specified within the Contract Documents as to the manner of payment, shall be included in the Lump Sum price for maintaining traffic as described within the Contract Documents and the applicable provisions of the Section 105.13 and 108.03 and as set out in the Itemized Proposal. Construction Warning Lights, Type "A" shall be placed on all barricades and Road Construction Ahead signs as per Section 801.14.

*PRIOR TO CLOSING ROADS TO TRAFFIC*

This work shall consist of CONTRACTOR notifying U.S. Post Office, affected schools, and all Emergency Response Agency's, which shall include but not limited to County Sheriff's, Local Police, and Hospitals, of the road closure. A list containing all notified agencies shall be furnished to the ENGINEER within 24 hours of the notification to these agencies. Road Closure signs (XG20-5) shall be in placed minimum of two weeks prior to the actual road closure or unless specifically stated in contract

document. It shall be CONTRACTOR responsibility to notify the ENGINEER in writing of road closure minimum of three weeks in advance for its approval.

AFTER OPENING ROADS TO TRAFFIC

This work shall consist of Contractor notifying U.S. Post Office, affected schools, and all Emergency Response Agency's, which shall include but not limited to County Sheriff's, Local Police, and Hospitals, of the road opening. A list containing all notified agencies shall be furnished to the ENGINEER within 24 hours of the notification to these agencies. At any time, CONTRACTOR fails to open the roads or specific roads within the specified time frame as setout in the Contract Documents. Then CONTRACTOR shall pay liquidated damages as set forth elsewhere herein.

**APPENDIX A**  
**FORM 96**



# CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)  
Prescribed by State Board of Accounts

## PART I

*(To be completed for all bids. Please type or print)*

Date (month, day, year): \_\_\_\_\_

1. Governmental Unit (Owner): \_\_\_\_\_

2. County : \_\_\_\_\_

3. Bidder (Firm): \_\_\_\_\_

Address: \_\_\_\_\_

City/State/ZIPcode: \_\_\_\_\_

4. Telephone Number: \_\_\_\_\_

5. Agent of Bidder (if applicable): \_\_\_\_\_

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of \_\_\_\_\_

(Governmental Unit) in accordance with plans and specifications prepared by \_\_\_\_\_

\_\_\_\_\_ and dated \_\_\_\_\_ for the sum of

\_\_\_\_\_ \$ \_\_\_\_\_

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

### CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS *(If applicable)*

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

## ACCEPTANCE

The above bid is accepted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, subject to the following conditions: \_\_\_\_\_

Contracting Authority Members:


### PART II

*(For projects of \$150,000 or more – IC 36-1-12-4)*

Governmental Unit: \_\_\_\_\_

Bidder (Firm) \_\_\_\_\_

Date (month, day, year): \_\_\_\_\_

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

### SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner

3. Have you ever failed to complete any work awarded to you? \_\_\_\_\_ If so, where and why?

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4. List references from private firms for which you have performed work.

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## SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

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2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

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3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

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4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

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5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

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### SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.



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BID OF

\_\_\_\_\_ (Contractor)

\_\_\_\_\_ (Address)

\_\_\_\_\_

FOR  
PUBLIC WORKS PROJECTS  
OF

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Filed \_\_\_\_\_

\_\_\_\_\_

Action taken \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX B**  
**PERMITS**



DEPARTMENT OF THE ARMY  
U.S. ARMY CORPS OF ENGINEERS, LOUISVILLE DISTRICT  
INDIANAPOLIS REGULATORY OFFICE  
8902 OTIS AVENUE, SUITE S106B  
INDIANAPOLIS, IN 46216

RECEIVED

FEB 12 2019

HAMILTON CO. HIGHWAY DEPT.

February 7, 2020

Regulatory Division  
North Branch  
ID No. LRL-2020-25-sjk

Mr. Faraz Khan  
Hamilton County Highway Department  
1700 South 10<sup>th</sup> Street  
Noblesville, Indiana 46060

Dear Mr. Khan:

This is in regards to the letter dated January 22, 2020, and electronic correspondence dated February 6, 2020, from GAI Consultants concerning the proposed replacement of structure No. 23056 carrying Pennington Road over Martha Hare Drain. The project is located at latitude 40.0554° and longitude -85.9293°, Noblesville, Hamilton County, Indiana. We have reviewed the submitted data relative to Section 404 of the Clean Water Act (CWA).

The Louisville, Detroit, and Chicago Districts issued Regional General Permit (RGP) No. 1 pursuant to Section 10 of the Rivers and Harbors Act of 1899 and Section 404 CWA on December 15, 2019, for certain activities having minimal impact in Indiana. We have verified that the proposed project, is considered to have minimal adverse impact to the aquatic environment and is within the provisions of the RGP. Compliance with the enclosed RGP General Conditions and the Section 401 Water Quality Certification (WQC) issued by the Indiana Department of Environmental Management dated December 3, 2019, is required. You must comply with any conditions imposed in the WQC as it is part of your RGP authorization.

The enclosed compliance certification document must be completed and submitted to this office within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation (if applicable), whichever occurs later. **This verification is valid until December 15, 2024.**

If you have any questions concerning this matter, please contact Sarah Keller at the above address or by calling 317-543-9424. Any correspondence on this matter should refer to our ID Number LRL-2020-25-sjk.

Sincerely,



Sarah Keller  
Regulatory Specialist  
Indianapolis Regulatory Office

Enclosures

Copy Furnished: IDEM (Farren)  
(w/o encl) GAI Consultants (Killian)

**Compliance Certification**

**Permit Number:** LRL-2020-25-sjk

**Name of Permittee:** Hamilton County Highway Department

**Agent:** GAI Consulting, Inc.

**Date of Issuance:** February 7, 2020

Within 30 days of completion of the authorized activity or implementation of any required compensatory mitigation (whichever occurs later), sign this certification and return it to the following address:

USACE - Louisville District  
Indianapolis Regulatory Office  
8902 Otis Ave., Suite S106B  
Indianapolis, IN 46216

Please note that your permitted activity is subject to a compliance inspection by an U.S. Army Corps of Engineers representative. If you fail to comply with this permit you are subject to permit suspension, modification, or revocation.

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of the said permit, and required mitigation was completed in accordance with the permit conditions.

\_\_\_\_\_  
Signature for Permittee  
(Faraz Khan)

\_\_\_\_\_  
Date

2019 INDIANA REGIONAL GENERAL PERMIT NO. 1 EXCERPT

**C. Excluded Activities**

1. Activities that are denied any required local, State, or Federal authorization.
2. Activities that the Districts determine to have the potential to cause unacceptable adverse impacts on aquatic resources or other public interest factors. The Districts may, on a case-by-case basis, require an Individual Department of the Army (DA) permit. The Districts will notify the applicant that the project does not qualify for the RGP and instruct the applicant on the procedures to seek authorization under a standard Individual DA permit. The Districts may also require an Individual DA permit for any After-the-Fact application and/or any unauthorized activity regardless of whether or not the loss of waters meets the upper threshold limitation of 1.0 acre of impacts to wetlands, 1,500 linear feet (not to exceed 1.0 acre) of stream impacts, or 2 acres of open water impacts.

**D. Maximum Limitations**

The following impact limitations apply to all activities authorized by the RGP, with the exception of bank stabilization, boat ramps, agricultural activities, and mining activities. For impact limitations pertaining to these activities, see the "Activity Categories and Conditions" section of this document for further discussion regarding maximum limitations;

1. Loss of waters of the United States (U.S.), including wetlands, is limited to 1.0 acre or less. However, loss of open waters (excluding natural waterbodies) is limited to 2.0 acres or less. Open waters includes ponds, impoundments, and borrow/mined pits;
2. Loss of waters of the U.S. is limited to 1,500 linear feet of stream channel, not to exceed 1.0 acre;
3. Dredging in navigable waters is limited to 10,000 cubic yards;
4. Structures and fills for docking and mooring are limited to similar permitted structures and fills in the vicinity; and
5. "Piecemealing" of projects in order to meet these thresholds will not be allowed.

RESTRICTIONS: The work authorized by this RGP would also be subject to the attached General Conditions (see Appendix 1) and any other Special Conditions necessary to reduce impacts to the minimum level.

**E. Mitigation Requirements**

The District Engineer may determine that the adverse effects of the proposed activity are minimal, and require no mitigation. Otherwise, mitigation will be required as follows, with the exception of bank stabilization, minor discharges, excavation, and agricultural activities (see "Activity Categories and Conditions" section of this document for further discussion regarding mitigation requirements).

1. Impacts resulting from the loss of waters by relocation, encapsulation, or channelization of greater than 300 linear feet of ephemeral, intermittent, or perennial stream shall require mitigation;
2. The loss of greater than 0.10 acre of special aquatic sites (including wetlands) and/or loss of waters of the U.S. causing more than minimal effects shall require mitigation;
3. Other work or structures in waters of the United States will be evaluated on a case-by-case basis and may require mitigation to reduce the impacts to minimal levels;
4. Any required compensatory mitigation must meet the standards set forth in Title 33 CFR Parts 325 and 332, Compensatory Mitigation for Losses of Aquatic Resources, as published April 10, 2008 in the Federal Register, Vol. 73, No. 70, and any district guidance.
5. If the proposed project will result in more than minimal adverse environmental effects, the District Engineer will require the applicant to submit a mitigation proposal, which must comply with Corps of Engineers compensatory mitigation regulations and guidance.

**F. Agency Contact Information (see IN RGP published 12/12/2019, effective 12/15/19)**

**G. Information Requirements (see IN RGP published 12/12/2019, effective 12/15/19)**

**H. Implementation Procedure (see IN RGP published 12/12/2019, effective 12/15/19)**

**I. Activity Categories and Notifications**

**BANK STABILIZATION ACTIVITIES**

This activity includes bank stabilization necessary for erosion prevention. The District Engineer may require mitigation for this activity on a case-by-case basis.

1. The proposed bank stabilization activity shall be justified based on a demonstrated need for erosion prevention. This category does not include maintenance activities.
2. Proposed fill is limited to two (2) cubic yards per running foot, unless the District Engineer waives this criterion or the RGP linear foot limitation by making a written determination concluding that the discharge will result in minimal adverse effects on the aquatic environment. EPA and IDEM will be notified by the Corps that the RGP linear foot and/or cubic yards per foot limitation has been waived.

3. The District Engineer will decide, on a case-by-case basis, if projects involving the use of vegetative and biotechnical practices will be subject to length restrictions. Biotechnical practices are defined as bank stabilization practices that benefit the aquatic environment by incorporating organic materials to produce functional structures, provide wildlife habitat, and provide areas for revegetation. Examples of biotechnical practices include, but are not limited to: a) adequately sized riprap or A-Jack structures keyed into the toe of the slope with native plantings on the banks above; b) vegetated geogrids; c) coconut fiber (coir) logs; d) live, woody vegetative cuttings, fascines or stumps; e) brush layering; and f) soil lifts.
4. Riprap shall not be placed at a steeper slope than 2:1 (2 horizontal to 1 vertical) for dumped riprap, and 1.5:1 for hand placed riprap.
5. Bank stabilization shall be constructed using clean fill materials. The following materials may be used: rock, quarry stone, fieldstone, clay, granular fill, broken concrete, steel or vinyl sheet piling, cellular blocks, fabric formed concrete, concrete filled fabric mats, gabion baskets, rock and wire mattresses, sand/cement filled bags, geotechnical fabric materials, non-invasive vegetation, and treated timber. If broken concrete is used, it must be free from asphalt and oils, in addition all protruding material such as reinforced rods shall be cut flush with the surface of the concrete and removed from the construction area.
6. All material utilized shall be properly sized or anchored to resist anticipated forces of wave action.

Notification: The permittee shall submit a pre-construction notification to the District Engineer prior to commencing the activity if the bank stabilization activity: (1) Involves discharges into special aquatic sites, including wetlands; or (2) is in excess of 300 feet in length; or (3) will involve the discharge of greater than an average of one cubic yard per running foot as measured along the length of the treated bank, below the plane of the ordinary high water mark.

### **TRANSPORTATION PROJECTS**

This activity includes the construction, expansion, modification or improvement of linear transportation projects including roads, bridges, runways and taxiways, bike/pedestrian pathways, and railroads. Temporary structures, fills, and work necessary to construct linear transportation projects are also included.

1. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.
2. Crossings of waterways and/or wetlands must be culverted, bridged, or otherwise designed to prevent the restriction of expected high water flows. The crossing must be designed as to not impede low water flows or the safe passage of fish and aquatic organisms.

Notification: The permittee must submit a pre-construction notification to the District Engineer prior to commencing the activity if: (1) The loss of waters of the United States exceeds 1/10-acre; or (2) there is a discharge in a special aquatic site, including wetlands.

### **RESIDENTIAL, COMMERCIAL, INSTITUTIONAL, INDUSTRIAL AND RECREATIONAL DEVELOPMENTS**

Activities include the construction or expansion of a single residence, a multiple unit residential development, a residential subdivision, commercial and institutional buildings, and recreational facilities. Attendant features may include but are not limited to roads, parking lots, garages, yards, infrastructure and utility lines, storm water management facilities, septic fields, and recreation facilities such as playgrounds, playing fields, golf courses, hiking trails, bike paths, horse paths, nature centers and campgrounds. The maximum impact limitations will be applied on a cumulative basis for activities that are part of a larger common plan of development or sale.

Notification: The permittee must submit a pre-construction notification to the District Engineer prior to commencing the activity.

## **BOAT RAMPS**

Activities required for the construction of boat ramps.

1. The proposed boat ramp shall not exceed 60 feet in width, unless the District Engineer waives this criterion by making a written determination concluding that the discharge will result in minimal adverse effects on the aquatic environment. EPA and IDEM will be notified by the Corps that the RGP maximum width limitation has been waived. Boat ramps should be constructed of crushed stone, concrete, gravel, or other suitable material. Boat ramps constructed of asphalt are not authorized under this permit.

Notification: The permittee must submit a pre-construction notification to the District Engineer prior to commencing the activity if: (1) The discharge into waters of the United States exceeds 50 cubic yards, or (2) the boat ramp exceeds 20 feet in width.

## **MINOR DISCHARGES AND EXCAVATION ACTIVITIES**

Activities include minor discharges of dredged or fill material into waters of the U.S. and reshaping of existing drainage ditches. The District Engineer may require mitigation for this activity on a case-by-case basis.

1. Projects involving the grading or reshaping of existing drainage ditches may not increase the slope of the ditch banks, the drainage capacity, nor can they expand the area drained by the ditch (as originally constructed).
2. All dredged/excavated materials will be disposed of in upland location(s) landward of the OHWM with no placement in, or return to, any waterway or wetland. Any excess material that cannot be accommodated on the permittee's upland property shall be placed in an upland location without any return to a waterway or wetland.

Notification: The permittee must submit a pre-construction notification to the District Engineer prior to commencing the activity if: (1) The discharge or the volume of material excavated exceeds 10 cubic yards below the plane of the ordinary high water mark or the high tide line, or (2) the discharge is in a special aquatic site, including wetlands.

## **AGRICULTURAL ACTIVITIES**

Agricultural activities including the construction of building pads for farm buildings; installation, placement or construction of drainage tiles, ditches or levees; the relocation of existing serviceable drainage ditches constructed in waters of the U.S.; and similar activities. The District Engineer may require mitigation on a case-by-case basis, and may waive the RGP linear foot limitation by making a written determination concluding that the discharge will result in minimal adverse effects on the aquatic environment. EPA and IDEM will be notified by the Corps that the RGP linear foot limitation has been waived. This RGP does not affect those agricultural activities that are exempt in accordance with 33 CFR Part 323.4, or are exempt under CWA Section 404(f)(1)(A).

Notification: The permittee must submit a pre-construction notification to the District Engineer prior to commencing the activity.

## **MINING ACTIVITIES**

Mining activities are authorized under this category, except for coal mining activities. This RGP does not affect those mining activities that are exempt in accordance with 33 CFR Part 323.4.

1. The District Engineer may waive the RGP linear foot and cubic yards per foot of fill limitation by making a written determination concluding that the discharge will result in minimal adverse effects on the aquatic environment. EPA and IDEM will be notified by the Corps that the RGP linear foot and cubic yards per foot limitations have been waived.
2. If reclamation is required by other statutes, a copy of the reclamation plan must be submitted with the permit application.

Notification: The permittee must submit a pre-construction-notification to the District Engineer prior to commencing the activity.

## **APPENDIX 1: GENERAL CONDITIONS**

1. *Navigation:* (a) No activity authorized by the RGP may cause more than a minimal adverse effect on navigation. (b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the

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

2. *Aquatic Life*: No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species.

3. *Spawning Areas*: Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. *Shellfish Beds*: No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to an authorized shellfish harvesting activity, or is a shellfish seeding or habitat restoration activity.

5. *Suitable Materials*: No activity, including structures and work in waters of the U.S. or discharges of dredged or fill material, may use unsuitable material, including auto bodies, tires, garbage or debris, scrap lumber, metal refuse, roofing materials, asphalt or other bituminous material, broken concrete containing asphalt, or any material which would cause water pollution as defined by the Indiana Department of Environmental Management.

6. *Water Supply Intakes*: The permittee shall not perform any work under the RGP where the discharge of dredged and/or fill material will occur in the proximity of a public water supply intake except where the activity is for the repair or improvement of the public water supply intake structures or adjacent bank stabilization.

7. *Safety of Impoundment Structures*: To ensure that all impoundment structures are safely designed, the District Engineer may require non-federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons, i.e., a licensed engineer. The District Engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

8. *Adverse Effects from Impoundments*: If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. *Management of Water Flows*: To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. *Fills Within 100-Year Floodplains*: The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. *Equipment*: All construction equipment shall be refueled and maintained on an upland site away from existing streams, drainage ways and wetland areas. Heavy equipment working in wetlands must be placed on mats, or other measures taken to minimize soil disturbance.

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

13. *Removal of Temporary Fills*: Temporary fills must be removed in their entirety and the affected areas returned to pre-

construction conditions (i.e., elevation, contours, re-establishment of vegetation, etc.).

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

15. *Single and Complete Project*: The activity must be a single and complete project. The RGP cannot be used more than once for the same single and complete project.

16. *Endangered Species*: (a) No activity is authorized under the RGP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act, or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under the RGP which "may affect" a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed. (b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. Federal permittees must provide the District Engineer with the appropriate documentation to demonstrate compliance with those requirements. The District Engineer will review the documentation and determine whether it is sufficient to address ESA compliance for the RGP activity, or whether additional ESA consultation is necessary. (c) Non-federal permittees must submit a pre-construction notification to the District Engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the project, and shall not begin work on the activity until notified by the District Engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed work. The District Engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-federal applicant of the Corps determination within 45-days of receipt of a complete pre-construction notification. In cases where the non-federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the project, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification the proposed activities will have "no effect" on listed species or critical habitat, or until Section 7 consultation has been completed. If the non-federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps. (d) As a result of formal or informal consultation with the USFWS the District Engineer may add species-specific regional endangered species conditions to the RGP. (e) Authorization of an activity under the RGP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the USFWS Service, the ESA prohibits any person subject to the jurisdiction of the United States to take listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering. (f) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the USFWS or their webpages on the Internet.

17. *Migratory Birds and Bald and Golden Eagles*: The permittee is responsible for obtaining any "take" permits required under the USFWS' regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The permittee should contact the appropriate local office of the USFWS to determine if such "take" permits are required for a particular activity.

18. *Migratory Bird Breeding Areas*: Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

19. *Historic Properties*: The permittee shall not perform any activity under the RGP which may affect historic properties listed, or eligible for listing, in the National Register of Historic Places until the District Engineer has complied with the provisions of 33 CFR Part 325, Appendix C. The permittee must notify the District Engineer if the activity authorized by the RGP may affect any historic properties listed, determined to be eligible or which the permittee has reason to believe may be eligible for listing on the National Register of Historic Places, and shall not begin construction until notified by the District Engineer that the requirements of the National Historic Preservation Act have been satisfied and that the activity is authorized. Information on the location and existence of historic resources can be obtained from the IDNR, Division of Historic Preservation and Archaeology.

If the permittee discovers any previously unknown historic or archaeological remains while accomplishing the activity authorized by the RGP, work must be immediately stopped and the Corps immediately notified. The District will initiate the Federal, tribal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National

Register of Historic Places.

20. *Discovery of Previously Unknown Remains and Artifacts*: If you discover any previously unknown historic, cultural, or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the District Engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The District Engineer will initiate the federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

21. *Mitigation*: The permittee shall provide a mitigation proposal that meets the standards set forth in Title 33 CFR Parts 325 and 332, Compensatory Mitigation for Losses of Aquatic Resources, as published April 10, 2008 in the Federal Register, Vol. 73, No. 70, and any District guidance for any activity where the adverse impact (i.e., loss of waters) on special aquatic sites (including wetlands) exceeds 0.10 acre (4,356 sq. ft.) or is determined to be more than minimal impact. The permittee shall also provide a mitigation proposal that meets the standards set forth in Title 33 CFR Parts 325 and 332, Compensatory Mitigation for Losses of Aquatic Resources, as published April 10, 2008 in the Federal Register, Vol. 73, No. 70, and any District guidance for any channelization, encapsulation, or relocation of greater than 300 linear feet of stream, unless there is no net loss of function, in which case the District Engineer will determine, on a case-by-case basis, if mitigation is required.

22. *Water Quality*: If an individual 401 WQC is required, the permittee must provide a copy of it to the Corps. The permittee must comply with any case specific special conditions added by the Corps or by the Section 401 WQC. The conditions imposed in the Section 401 WQC are also conditions of this RGP.

23. *Minimization/Avoidance*: Discharges of dredged or fill material into waters of the U.S. must be minimized or avoided to the maximum extent practicable at the project site (i.e. on-site). In determining the minimal impact threshold, the Districts will consider the direct and secondary impacts of the fill or work and any mitigation measures.

24. *Access*: Representatives from the Corps of Engineers and/or IDEM may inspect any authorized activity or mitigation site at any time deemed necessary to ensure compliance with the terms and conditions of the RGP, Section 401 WQC, and applicable laws.

25. *Construction Period*: If construction of the project has commenced, or is under contract to commence prior to the expiration date, the applicant must complete the project within one (1) year of the RGP expiration date. If you find you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least 3 months prior to the expiration date.

26. *Reporting*: The permittee, after completion of work under the RGP, shall submit a signed certification letter regarding the completed work and required mitigation, if applicable. The certification letter will include a statement that the work was done in accordance with the RGP authorization including compliance with all general and special conditions and completion of mitigation work.

27. *Activities Affecting Structures or Work Built by the United States*: An activity that is located on an existing locally or federally maintained U.S. Army Corps of Engineers project requires separate approval from the District under 33 USC 408.

**INDIANA RGP#1**  
**EXCERPT OF INDIANA STATE 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 ½-MILE RADIUS OF THE PROPOSED PROJECT SITE. IF YOU HAVE LISTED SPECIES YOU MUST PROVIDE DOCUMENTATION FROM THE IDNR THAT STATES YOUR PROJECT WILL NOT IMPACT THE LISTED SPECIES.
- (B) SUBMIT A COMPLETE SECTION 401 WQC REGIONAL GENERAL PERMIT NOTIFICATION FORM (MOST CURRENT STATE FORM 51937) (REFERRED TO HEREINAFTER AS THE "NOTIFICATION") AT LEAST 30 DAYS PRIOR TO THE ACTIVITY OR RECEIVE VERIFICATION FROM THE IDEM OFFICE OF WATER QUALITY STATING THE PROPOSED PROJECT MEETS THE TERMS AND CONDITIONS OF THIS SECTION 401 WQC. THE NOTIFICATION SUBMITTED TO THE IDEM OFFICE OF WATER QUALITY 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.

**PERMITTEE RESPONSIBILITIES**

- (1) PERMITTEES QUALIFYING FOR IMPACTS UNDER THIS SECTION 401 WQC MUST:
- (A) EXECUTE THE PROJECT PER THE INFORMATION CONTAINED IN THE NOTIFICATION SUBMITTED TO THE IDEM.
- (B) 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.
- (C) 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 STORMWATER PROGRAM AT [WWW.IN.GOV/IDEM/STORMWATER](http://WWW.IN.GOV/IDEM/STORMWATER) OR AT 317-233-1864 OR VIA EMAIL AT [STORMWAT@IDEM.IN.GOV](mailto:STORMWAT@IDEM.IN.GOV). 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.
- (D) DEPOSIT ANY DREDGED MATERIAL IN A CONTAINED UPLAND DISPOSAL AREA OUTSIDE OF ANY WATER OF THE STATE AND IMPLEMENT APPROPRIATE MEASURES TO PREVENT SEDIMENT RUN-OFF TO ANY WATERBODY.
- (E) INSTALL RUN-OFF AND SEDIMENT CONTROL MEASURES PRIOR TO ANY LAND DISTURBANCE TO MANAGE STORMWATER 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 WATERBODIES 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, EROSION CONTROL BLANKETS. STANDARDS AND SPECIFICATIONS FOR STORMWATER MANAGEMENT, INCLUDING EROSION AND SEDIMENT CONTROL CAN BE OBTAINED IN THE INDIANA STORMWATER QUALITY MANUAL OR SIMILAR GUIDANCE DOCUMENTS.

**TERMS OF THE IDEM SECTION 401 WQC – 2019 RGP**

- (1) Although a project may meet the terms and conditions of this certification, IDEM may require an individual Section 401 WQC if the agency determines that the project would potentially have more than minimal impacts to water quality, either viewed individually or collectively with other projects that may impact the same watershed 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.

**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) Discharges of pollutants other than clean fill<sup>1</sup> 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, unless the activity meets one or more of the following conditions:

(1) Bank stabilization activities that:

a. Are completed using bioengineered methods, riprap, and/or glacial stone, that conforms to the existing shoreline and does not project out into the channel, and

b. Do not create a wall

c. Do not include the installation of cofferdams, causeways, temporary access roads, or dewatering activities.

(2) Encapsulations that:

a. Are installed to span the width of the ordinary high water mark (OHWM), and are embedded in accordance with Specific Condition 3(f)7 below, and

b. Do not include the installation of cofferdams, causeways, temporary access roads, or dewatering activities.

c. Are installed outside the salmonid fish spawning dated of March 15 through June 15 and from July 15 through November 30.

(g) Activities on or in any Outstanding State and/or National Resource waters (see Attachment #1), or in any critical wetland of critical special aquatic sites (see Attachment #2).

(h) Activities associated with the establishment of a mitigation bank.

(i) Activities that have a cumulative permanent impact of more than twenty-five hundredths (0.25) acre of water of the U.S.

Note: Activities that have a cumulative permanent impact to waters of the U.S. of more than one-tenth (0.10) acre must comply with the mitigation requirements listed in Specific Conditions (3)(k) below.

(j) Activities that will have a cumulative permanent impact of more than 500 linear feet of waters of the U.S. Note: Activities that have a cumulative permanent impact to waters of the U.S. of more than 300 linear feet must comply with the mitigation requirements listed in Specific Conditions (3)(l) below.

(k) Activities that will permanently change the sinuosity, flow path, velocity, cross-sectional area under the OHWM, or the slope of a stream<sup>2</sup> except those that may be authorized through compliance with Conditions (3)(a), (3)(d), and (3)(f).

(l) The installation of encapsulations for purposes other than road, driveway, and pedestrian crossings.

(3) *This Section 401 WQC authorizes:*

(a) 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.

(b) 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.

(c) 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.

(d) 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.

(e) 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.

(f) Permanent stream encapsulations that:

1. Are for the purpose of constructing a crossing.

<sup>1</sup> Clean fill, for purposes of this WQC, means uncontaminated rocks, bricks, concrete without rebar, road demolition waste materials other than asphalt, or earthen material.

<sup>2</sup> 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, encapsulated channels and ditches.

2. Allow the passage of aquatic organisms in the waterbody.
3. Not exceed 150 cumulative linear feet of encapsulation.
4. Have at least one (1) opening with 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. If multiple encapsulations are proposed, then the largest culvert meeting the cross sectional area requirement must be positioned in the channel to align with the existing flow of the channel.
5. Have a streambed slope within the encapsulation that matches the slope of the bed both immediately upstream and downstream.
6. 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.
7. Either have no bottom (e.g., three sided culvert) or are embedded (sumped)<sup>3</sup> 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<sup>4</sup>: 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<sup>5</sup>: Inside elevation of the structure bottom shall be a minimum of three (3) inches below the surface of the bedrock or consolidated till
8. 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.
- (g) 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.
- (h) 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.
- (i) 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.
- (j) 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.
- (k) Cumulative permanent impacts to waters of the state greater than 0.10 acre up to and including 0.25 acre are authorized provided the following conditions are met:
  1. The impacts comply with all conditions of this Section 401 Water Quality Certification.
  2. Mitigation is provided for all impacts.
  3. Sufficient mitigation credits are available in the service area where the impacts occur. Note: Credits may not be available at all times. Failure to purchase credits before impacting water resources will require an individual 401 WQC and may result in additional mitigation requirements to compensate for temporal loss of water resource functions.
  4. Mitigation credits are purchased from an approved compensatory mitigation bank or through the Indiana Stream and Wetland Mitigation Program (in-lieu fee (ILF)). Permittee responsible mitigation is not authorized under this 401 WQC.
  5. The amount of mitigation credit purchased is 1:1 for streams, open water, and farmed wetlands, 2:1 for emergent wetland, 3:1 for scrub shrub wetland, 4:1 for forested wetland.
  6. The credits are purchased in the bank or ILF service area where the impacts occur.
  7. Proof of a finalized credit purchase is provided to IDEM:
    - a. Before the impacts occur. Note: Banks and ILF programs may require 30 days or more to finalize a purchase.
    - b. Within one (1) year of IDEM's receipt of the RGP Notification form.
- (l) Cumulative permanent impacts to waters of the state greater than 300 linear feet up to and including 500 linear feet provided the following conditions are met:
  1. The impacts comply with all conditions of this Section 401 Water Quality Certification.

<sup>3</sup> 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.

<sup>4</sup> Other soil and unconsolidated till includes substrates that are more cohesive and less mobile (e.g. clay, silt, gravel, and cobble substrates).

<sup>5</sup> Consolidated till includes dense hard materials such as hardpan.

2. Mitigation is provided for all impacts.

3. Sufficient mitigation credits are available in the service area where the impacts occur. Note: Credits may not be available at all times. Failure to purchase credits before impacting water resources will require an individual 401 WQC and may result in additional mitigation requirements to compensate for temporal loss of water resource functions.

4. Mitigation credits are purchased from an approved compensatory mitigation bank or through the ILF program. Permittee responsible mitigation is not authorized under this 401 WQC.

5. The amount of mitigation credit purchased is 1:1 for streams.

6. The credits are purchased in the bank or ILF service area where the impacts occur.

7. Proof of a finalized credit purchase is provided to IDEM:

a. Before the impacts occur. Note: Banks and ILF programs may require 30 days or more to finalize a purchase.

b. Within one (1) year of IDEM's receipt of the RGP Notification form.

**APPENDIX C**  
**ASBESTOS INSPECTION REPORT**

# **BRIDGE ASBESTOS INSPECTION REPORT**

**Prepared by:**

**SJCA, P.C.**

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Indianapolis, Indiana 46260  
(317) 566-0629  
[www.sjca-pc.com](http://www.sjca-pc.com)

**Hamilton County Small Structure No. 23056**

Pennington Road over Martha Hare Ditch,  
0.24 Miles north of S.R. 32

In

Wayne Township

**November 27, 2019**

# SMALL STRUCTURE ASBESTOS INVESTIGATION

**Re: Results of Small Structure Asbestos Investigation**

**Description: Small Structure Replacement**

**Project Numbers: Hamilton Small Structure No. 23056**

**And Locations: Pennington Road over Martha Hare Ditch**

## **INTRODUCTION**

SJCA, P.C. has completed asbestos investigations for Hamilton County Small Structure No. 23056 on November 6, 2019. The investigation was conducted by Gregory A. Huyck, Indiana Certification No. 19A003463, expiring November 4, 2020. The existing small structure, located at 0.24 miles north of State Road 32 in Wayne Township, Indiana, is a Reinforced Concrete Three-Sided Structure (square).

The quantities and locations of presumed asbestos containing material are noted and listed on the Asbestos Bulk Sampling Data Sheets and the Asbestos Inspection Summaries for this Small Structure. **The results of the inspection indicate that this Small Structure contains no regulated ACM. No ACM's must be removed prior to removal or demolition of this structure.** However, proper notification must be made to federal, state, and, if applicable, local regulatory agencies prior to beginning removal or demolition operations on these structures.

## **METHODOLOGY**

SJCA conducted the asbestos inspection using an Indiana Department of Environmental Management (IDEM) Certified Asbestos Inspector. The inspection methodology included:

- Inspection of all exposed and accessible surfaces of the Small Structure for friable and non-friable suspect ACM's and PACM's. Aforementioned data obtained included identification of homogeneous areas and collection of bulk samples of suspect material according to the standards set forth by the Asbestos Hazard Emergency Response Act (AHERA).

- Documentation of the asbestos investigation including sample identification numbers, locations, material descriptions, friability of the sample, and sample condition with any additional comments associated with the suspect ACM bulk sample.
- Bulk sample collection, if detected, was carefully done to minimize material damage that could result in ACM dust releases. Transport and transfer of the collected samples was documented utilizing a completed chain of custody process as these samples were submitted to the ACT Laboratory Services in Indianapolis.
- Bulk samples, if detected, containing potential ACM were analyzed by ACT Laboratory Services in Indianapolis, an American Industrial Hygiene Association (AIHA) – Lab Accreditation No. 102853. Bulk sample analysis was conducted using the Polarized Light Microscopy (PLM) method (Performed by EPA 600/R-93/116 Method Modified).

## **SUMMARY AND CONCLUSIONS**

Asbestos investigation results for Hamilton County Small Structure No. 23056 can be summarized as follows:

1. No presumed asbestos containing materials (ACM) were found at this Small Structure site.
2. Three (3) homogeneous areas were identified at the Small Structure location. One (1) bulk sample ACM was obtained from each of these areas. No other areas suspected of ACM were identified at this site due to the encountered substances of concrete, metals, wood and stone, which are exempted materials.
3. Bulk sample PLM analytical results indicate there is **no asbestos present** in the bulk samples taken (See the Asbestos Bulk Sampling Data Sheets for results).
4. No ACM's must be removed prior to removal or demolition of these structures.

### **Summary of RACM/Presumed ACM**

<b>Presumed ACM present?</b>	<b>None</b>
<b>RACM identified by laboratory testing?</b>	<b>None</b>

## DEFINITIONS

**Asbestos-Containing Material (ACM)** – Any material that contains more than one percent (> 1%) asbestos.

**Category I Non-Friable ACM** – Packings, gaskets, resilient floor covering, and asphalt roofing products containing more than one percent (> 1%) asbestos.

**Category II Non-Friable ACM** – Any material other than those designated as Category I Non-Friable ACM's that contain more than one percent (> 1%) asbestos and that, when dry, cannot be crumbled, pulverized or reduced to powder by hand pressure.

**Friable Asbestos Material** – Any ACM that, when dry, can be crumbled, pulverized or reduced to powder by hand pressure. Non-Friable ACM can become friable after sustained damage.

**Homogeneous Area (HA)** – An area of surfacing material, thermal system insulation material, or miscellaneous material that is uniform in color and texture.

**Miscellaneous Material** – Any building material on structural components, structural members or fixtures, such as floor and ceiling tiles, excluding surfacing materials or thermal system insulations. Abbreviated "M".

**Regulated Asbestos Containing Material** –

1. Friable ACM
2. Category I Non-Friable ACM that has become friable.
3. Category I Non-Friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading.
4. Category II Non-Friable ACM that has a high probability of becoming, or has become, crumbled, pulverized, or reduced to powder by the forces expected to act on the ACM in the course of demolition or renovation operations.

**Surfacing Material** – Material that is sprayed-on, troweled on, or otherwise applied to surfaces such as acoustical plaster on ceilings and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing, or other purposes. Abbreviated "S".

**Thermal System Insulation** – Material applied to pipes, fittings, boilers, breeching, tanks, ducts, or other structural components to prevent heat loss or gain, or water condensation, or for other purposes. Abbreviated "TSI".



304 S. State Avenue ▾ Indianapolis, Indiana 46201  
317/756-9320 ▾ Fax 317/756-9324



November 11, 2019

SJCA, P.C.  
9102 N. Meridian Street, Suite 200  
Indianapolis, Indiana 46260

RE: 3 PLM Sample(s) Analyzed  
Client Project: Hamilton Small Str. No. 23056 – Pennington Rd. over Martha Hare Drain  
**ACT Batch No.: 19B0581**  
ACT Project No.: 190072

Enclosed are the sample results from the bulk asbestos analysis for the 3 sample(s) submitted to the ACT Asbestos Laboratory on November 7, 2019. Percentages were determined by visually estimating the area percentage for each type of fibrous material. Asbestos samples estimated to contain less than ten percent asbestos might require further quantification by either point counting or other alternative methods of analysis.

ACT Laboratory will hold your sample(s) for three months after the completion of analysis. At the end of the three-month period, the laboratory will dispose of the sample(s) unless prior arrangements have been made.

Samples were received in acceptable condition, unless noted in the comments in the following table. Enclosed test results relate only to items tested. ACT Environmental Services, Inc. is NOT NVLAP accredited.

We trust this information is responsive to your needs. If you have any questions or comments regarding the sample analysis or results, please do not hesitate to call.

Sincerely,

**ACT Environmental Services, Inc.**

Nikki L. Brown  
Laboratory Technical Manager  
AIHA LAP, LLC Accredited Laboratory  
Lab# 102853

Method Limitations: Analysis of floor tile and other resinous bound materials by Polarized Light Microscopy (PLM) may yield false negative results due to method limitations. PLM has been known to miss asbestos in a small percentage of samples which contain asbestos. Thus negative results cannot be guaranteed. ACT Environmental recommends that further analysis be conducted using TEM. For all heterogeneous samples, easily separated into sub-samples, each component will be analyzed separately and noted in lab documentation only. ACT Laboratory is not responsible for the accuracy of the results when requested to physically separate, analyze and report layered samples. Floor Tiles and other resinous bound materials may be heated by hot plate to release fibers.

Limit of Detection: According to method EPA 600/R-93/116, July 1993, the detection limit for visual estimation is a function of the quantity of sample analyzed, the nature of matrix interference, sample preparation, and fiber size and distribution. Asbestos percentages are therefore recognized as Not Detected (no asbestos fibers identified), <1% asbestos (identified but trace amount), 2-100% asbestos (recognized as asbestos containing material).



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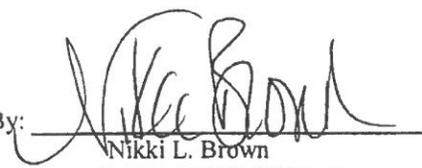


**BULK SAMPLE ANALYSIS REPORT**  
**POLARIZED LIGHT MICROSCOPY (PLM)**  
**Performed by EPA 600/R-93/116 Method Modified**

November 11, 2019

Client Project:	Hamilton Small St No 23056	Notes:	*	Indicates Non-Homogeneous Sample
ACT Project No.:	190072		**	Indicates Homogeneous Sample
ACT Batch No.:	19B0581		HC	High Concentration
Date Sample(s) Collected:	11-06-19		MC	Medium Concentration
Date Sample(s) Received:	11-07-19		LC	Low Concentration
Date Sample(s) Analyzed:	11-11-19			

Lab I.D. #	Client I. D. #	Sample Color / Texture	Layer (s)	Asbestos Type	%	Other Fibrous Material	%	Non-Fibrous Material	%	Comments
B195473	23056-01	Yellow Brown Flakey **	1	Not Detected				Binder Paint	5 95	
B195474	23056-02	Yellow Brown Flakey **	1	Not Detected				Binder Paint	5 95	
B195475	23056-03	Yellow Brown Flakey **	1	Not Detected				Binder Paint	5 95	

Reviewed By:   
 Nikki L. Brown  
 Laboratory Technical Manager





ENGINEERS & SURVEYORS

Inspector Gregory Huyck

Inspector Lic. No. 19A003463

Expiration 11/04/20

Address 9102 North Meridian St.

Suite 200

Indianapolis, IN 46260

Tel. No. (317) 566-0629

Asbestos Bulk Sampling Data Sheet

SJCA, P.C.

Location:

Bridge No.

Date Inspected:

0.24 Miles north of SR 32, Hamilton County

Hamilton Small Str. No. 23056 - Pennington Rd. over

Martha Hare Drain

November 6, 2019

Approximate Amount of Asbestos Including: 1) Regulated ACM, 2) Category I Non-friable ACM, 3) Category II Non-friable ACM.

Asbestos Present?	Unit Quantity	Regulated ACM to be Removed (Friable)	ESTIMATED QUANTITY OF ASBESTOS		Non-Friable Asbestos Material Not to be Removed Category I	Non-Friable Asbestos Material Not to be Removed Category II
			Category I	Category II		
Y or N	Linear (Lft.) (i.e. Pipes, Exp. Joints, etc.)					
Y or N	Surface Area (Sft.)					
Y or N	Volume (Cft.) (RACM on or off of the Facility Components)					

Sample No.	Material	Location	Material Condition		Estimated Quantity	% Damage	Lab Results (For Office Use)	Comments
			Friable	Accessibility				
2305G-01	Yellow Paint	NW Corner - Conc. Rail	Y	G	5 sft	75	ND	
2305G-02	Yellow Paint	SW Corner - Conc. Rail	Y	G	5 sft	75	ND	
2305G-03	Yellow Paint	NE Corner - Conc. Rail	Y	G	10 sft	75	ND	

Inspector's Signature: [Signature] Date: 11.7.19 Sealed/Intact: Y / N

Reviewer Signature: [Signature] Date: 11/13 Sealed/Intact: Y / N

Lab Received by Signature: [Signature] Date: 11/13/19 Sealed/Intact: Y / N

Lab Analysis Technician Signature: [Signature] Date: 11-3-19 Sealed/Intact: Y / N



Indiana Department of Environmental Management  
100 N. Senate Avenue  
Mail Code 61-52 IGCN 1003  
Indianapolis, IN 46204-2251



October 25, 2019

000008

Gregory A. Huyck  
SJCA  
9102 N Meridian St Ste 200  
Indianapolis IN 46260

Re: Asbestos Inspector # 19A003463

Based upon the review of your license application, the Office of Air Quality has determined that you have fulfilled the requirements of 326 IAC 18 and are eligible for licensing in the following discipline:

Asbestos Inspector

Your Asbestos Inspector license is attached below. The license is waterproof and tear resistant. Please sign your license and do not laminate or alter your license in anyway. Your license must be available for review at all times while implementing an asbestos project. This license may be revoked, pursuant to 326 IAC 18-1-7, if you:

- (1) Violate any requirements of these rules (326 IAC 18), 326 IAC 14-10, or any requirement of the Asbestos-Containing Materials in Schools Rule or any other federal, state, or local regulation pertaining to asbestos in buildings or to asbestos projects.
- (2) Falsify information on your application for licensing.
- (3) Fail to meet any qualifications specified in 326-IAC 18-1-4.
- (4) Conduct asbestos project, or related asbestos handling activity, in a manner which is hazardous to the public health.

Your license is valid effective 11/04/2019, and will expire on 11/04/2020, as indicated on your card. We suggest that you attend the required training and submit an application for license renewal early to insure your license does not lapse. NOTE: 326 IAC 18-1-4(h) and 326 IAC 18-1-6(e) require that any individual who has an eighteen (18) month lapse between any two training courses of the same discipline to attend an initial training course for the discipline in which they are seeking a license. In order to avoid re-taking the initial training course you must have attended a refresher in the discipline you are seeking a license within eighteen (18) months from the date of issuance of your last training course certificate.

Office of Air Quality, Asbestos Licensing Section (317) 233-3861



Signature

WWW.IN.GOV



Indiana Dept. of Environmental Management

**Gregory A. Huyck**

Asbestos Inspector License #: 19A003463

Effective: **11/04/2019**  
Birth Date: **12/06/1962**  
Height: **5-09**  
Weight: **180**

Expiration: **11/04/2020**  
Gender: **M**  
Eye Color: **Green**  
Hair Color: **Brown**

# Environmental Management Institute at Ivy Tech Community College

9301 E 59<sup>th</sup> St. Indianapolis IN 46216

(317) 248-4848 | Indianapolis-EMI@ivytech.edu

IvyTech.edu/EMI

This confirms that

## Greg Huyck

Completed the required refresher training for  
Asbestos Accreditation under TSCA Title II in

### Asbestos Building Inspector Refresher

on September 6, 2019 and passed the exam  
with a score of 70 or higher on September 6, 2019



Joan B. Ketterman, Director

Certificate: A1219-126

Expires: September 6, 2020



Approved by: Illinois Department of Public Health  
Indiana Department of Environmental Management

