

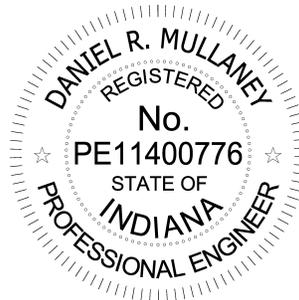
CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR THE REHABILITATION OF:

**HAMILTON COUNTY BRIDGE NO. 98
EAST 209TH STREET OVER MORSE RESERVOIR
NOBLESVILLE TOWNSHIP
HAMILTON COUNTY, INDIANA**

PB-19-0003



Daniel R. Mullaney, PE



Prepared by: SJCA, Inc.
9102 North Meridian Street, Suite 200
Indianapolis, Indiana 46260

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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:

**Rehabilitation of Hamilton County Bridge No. 98
East 209th Street over Morse Reservoir
Noblesville Township
Hamilton County, Indiana
PB-19-0003**

Proposals may be forwarded individually by registered mail or delivered in person, addressed to the Hamilton County Auditor, 33 North 9th Street, Suite L21, Noblesville, Indiana, 46060, prior to **11:30 a.m., July 27, 2020**. After 11:30 a.m., bids can be delivered to the Commissioners Courtroom up until the noticed bid opening time. Bids received after the noticed bid opening time will not be considered but will be returned to the bidder unopened. 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 **1:00 p.m. local time, July 27, 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 may be examined at SJCA Inc., 9102 N. Meridian Street, Suite 200, Indianapolis, IN 46260, beginning at 9:00 am. on **June 10, 2020**. Electronic copies of the Proposal, Specifications, Contract Documents and Plans must be obtained from Reprographix (www.reprographix.com/) or contact **Daniel Mullaney, P.E.** at dmullaney@sjcainc.com for further information. **Cost for obtaining the Contract Documents will be \$75.00 and made payable to SJCA Inc. (by check only)**. Payments and costs of Contract Documents are non-refundable. Interested parties can view the Contract Documents and Plans at www.hamiltoncounty.in.gov. Documents posted to the county website are for informational purposes only. It shall be the responsibility of the Bidder to periodically check for addendums posted online. Only those who obtain Contract Documents and Plans through Reprographix or SJCA Inc. will be automatically notified of addenda. Contract Documents and Plans must be obtained through Reprographix or SJCA Inc. 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: June 1, 2020
Noblesville Times: **June 10, 2020 and June 17, 2020**
Hamilton County Reporter: **June 22, 2020 and June 29, 2020**

< **NOTICE** >

Sealed Bid Documents shall contain on the outside of the sealed envelope the following label:

SEALED BID DOCUMENTS (To be completed by bidder before submission)	
Equipment Type	_____
Annual Bid Category #	
Road Contract # / Bridge # (Desc.)	_____
(Circle One)	
Name of Bidder:	_____
Bid Opening Date:	_____
Other Documents Enclosed:	
Bid Bond	(Y) (N)
Certified Check	(Y) (N)
Form HC BID 06 / 03	(Y) (N)
Form 96	(Y) (N)
Other	_____
For Hamilton County Use Only! Received by the Auditor File Stamp	
Time Received: _____	

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:

**Hamilton County Bridge No. 98 Rehabilitation
East 209th Street over Morse Reservoir
Noblesville Township
Hamilton County, Indiana**

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 _____.

Together with this PROPOSAL, the undersigned has:

- A. Filed an Acknowledgment of Receipt of Addendum herewith for each Addendum issued;
- B. 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;
- C. Executed the Form No. 96 filed herewith;
- D. Filed a properly executed Bid Bond or certified check made payable to the Hamilton County Auditor herewith in an amount greater than or equal to ten percent (10%) of the total amount of this proposal;
- E. Executed the Non-Collusion affidavit filed herewith;
- F. Executed the Legal Status of Bidder Form filed herewith;
- G. Filed a current Financial Statement herewith;
- H. Filed an Employment Eligibility Verification Form herewith.
- I. Filed a Drug Testing Compliance Form 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

Date: 6/1/2020

Hamilton County Bridge #98 Rehabilitation
Noblesville Township
Hamilton County, Indiana
PB-19-0003

PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	CONSTRUCTION ENGINEERING	1.0	LSUM		
2	MOBILIZATION AND DEMOBILIZATION	1.0	LSUM		
3	CLEARING RIGHT OF WAY	1.0	LSUM		
4	PAVEMENT REMOVAL	136	SYS		
5	CURB AND GUTTER, REMOVE	231	LFT		
6	PRESENT STRUCTURE, REMOVE PORTIONS	1.0	LSUM		
7	EXCAVATION, COMMON	185	CYS		
8	STORM WATER MANAGEMENT BUDGET	9848	\$		
9	SWQCP PREPARATION AND IMPLEMENTATION, LEVEL 1	1	LSUM		
10	EXCAVATION, FOUNDATION, UNCLASSIFIED	20	CYS		
11	SUBGRADE TREATMENT, TYPE 1C	795	SYS		
12	AGGREGATE FOR END BENT BACKFILL	20	CYS		
13	GEOTEXTILE FOR SUBGRADE, TYPE 2B	144	SYS		
14	SUBBASE FOR PCCP	27	CYS		
15	COMPACTED AGGREGATE NO. 53	182	TON		
16	MILLING, ASPHALT, 1 1/2 IN.	364	SYS		
17	HMA SURFACE, TYPE B, 9.5 MM	74	TON		
18	HMA INTERMEDIATE, TYPE B, 19.0 MM	76	TON		
19	HMA BASE, TYPE B, 25.0 MM	363	TON		
20	JOINT ADHESIVE, SURFACE	780	LFT		
21	JOINT ADHESIVE, INTERMEDIATE	682	LFT		
22	LIQUID ASPHALT SEALANT	780	LFT		
23	ASPHALT FOR TACK COAT	2092	SYS		
24	TERMINAL JOINT, TYPE HMA	54	LFT		
25	GUARDRAIL, REMOVE	893	LFT		
26	GUARDRAIL MGS W-BEAM, 6 FT 3 IN SPACING	481	LFT		
27	GUARDRAIL MGS, HEIGHT TRANSITION	2	EACH		
28	GUARDRAIL MGS TRANSITION WITHOUT CURB	4	EACH		
29	GUARDRAIL, END TREATMENT, OS, 31" HEIGHT	2	EACH		
30	CURB AND GUTTER, CONCRETE, MODIFIED	117	LFT		
31	REINFORCED CONCRETE BRIDGE APPROACH, 12 IN.	134	SYS		
32	RIPRAP, REVETMENT {HAND LAID}	158	TON		
33	GEOTEXTILE FOR RIPRAP TYPE 1A	397	SYS		
34	CLEAN STEEL BRIDGE, QP-2, BRIDGE NO. 1	1.0	LSUM		

35	DISPOSAL OF CLEANING WASTE, HAZARDOUS, BRIDGE NO. 1	1.0	LSUM		
36	PAINT STEEL BRIDGE, BRIDGE NO. 1	1.0	LSUM		
37	MOBILIZATION AND DEMOBILIZATION FOR SEEDING	1.0	EACH		
38	MULCHED SEEDING, U	328.0	SYS		
39	FIELD OFFICE, B	4.0	MO		
40	GRATES, BASINS, AND FITTINGS, CAST IRON	4	EACH		
41	FIELD DRILLED HOLE IN CONCRETE	176	EACH		
42	CONCRETE, C, SUBSTRUCTURE	15.0	CYS		
43	REINFORCING BARS, EPOXY COATED	85104	LBS		
44	THREADED TIE BAR ASSEMBLY, EPOXY COATED	32	EACH		
45	CONCRETE, C, SUPERSTRUCTURE	216.9	CYS		
46	CONCRETE BRIDGE RAILING TRANSITION, TPF-1	4	EACH		
47	RAILING, STEEL PF-1	476.0	LFT		
48	RAILING, CONCRETE PF-1	29.4	CYS		
49	SURFACE SEAL	1.0	LSUM		
50	DRILLED HOLE	42	EACH		
51	JACKING AND SUPPORTING, STEEL BEAMS	1.0	LSUM		
52	STUD SHEAR CONNECTORS	2499	EACH		
53	PIPE, ROADWAY DRAIN CASTING EXTENSION	4	EACH		
54	PRE-COMPRESSED FOAM JOINT	54	LFT		
55	BEARING ASSEMBLY ELASTOMERIC	14	EACH		
56	ROAD CLOSURE SIGN ASSEMBLY	6	EACH		
57	DETOUR ROUTE MARKER ASSEMBLY	29	EACH		
58	CONSTRUCTION SIGN, A	7	EACH		
59	MAINTAINING TRAFFIC	1	LSUM		
60	BARRICADE, III-A	48	LFT		
61	BARRICADE, III-B	96	LFT		
62	LINE, MULTI-COMPONENT, SOLID, WHITE, 4 IN.	969	LFT		
63	LINE, MULTI-COMPONENT, SOLID, YELLOW, 4 IN.	1086	LFT		
64	EXPANDED METAL	720	SFT		
65	EXPANDED METAL PROTECTIVE EDGING	2176	LFT		
				TOTAL	

SUBMITTED BY: _____

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 therefore 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 therefore 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 therefore 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:

<u>NAME AND TITLE</u>	<u>HOME ADDRESS</u>
_____	_____
_____	_____
_____	_____

Signed and Sealed this _____ day of _____, 20__.

By: _____
(Signature)

(Printed)

(Title)

Employment Eligibility 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.

I, _____, verify under the penalties of perjury that the facts set out in the above Employment Eligibility Certification are true.

Witness this _____ day of _____, 20__.

Contractor: _____

Address: _____

Signature:

_____ Title

Printed Name

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)

(Printed)

My Commission Expires _____

Residing in _____ County

CERTIFICATION LETTER

TO BE COMPLETED BY ALL SUB-CONTRACTORS AND MATERIAL SUPPLIERS

Reference:

**HAMILTON COUNTY BRIDGE NO. 98 REHABILITATION
EAST 209TH STREET OVER MORSE RESERVOIR
NOBLESVILLE TOWNSHIP
HAMILTON COUNTY, INDIANA**

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:

Drug Testing Program
IC -4-13-18

This 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 has a drug testing program in compliance with IC 4-13-18 and the program shall continue during the term of the contract with Hamilton County.

The Contractor shall also require the maintenance of a drug testing program from all subcontractors who perform work under its contract.

The County may terminate the contract if the Contractor fails to comply with the terms of IC 4-13-18 provision no later than thirty (30) days after being notified by the County.

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

I, _____, verify under the penalties of perjury that all requirements of Drug Testing Program per IC 4-13-18 are in compliance:

Witness this _____ day of _____, 20__.

Contractor: _____

Address: _____

Signature: _____, _____

Printed: _____ Title _____

GENERAL PROVISIONS INDEX

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GENERAL PROVISIONS

GP1. CONTRACT DOCUMENTS

The Indiana Department of Transportation, Standard Specifications dated 2020 shall be used in conjunction with these Plans, Contract Forms, General Provisions, 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.

GP2. OWNER

The Board of County Commissioners of Hamilton County, Indiana

GP3. ENGINEER

The Hamilton County Highway Engineer or his authorized representative.

GP4. CONTRACTOR

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

GP5. BIDDING RESTRICTIONS

Only bids from those *CONTRACTORS* who are currently registered on the Indiana Department of Transportation's listing of Prequalified Contractors will be considered. *Any bids submitted by CONTRACTORS not on this list will be returned to the bidder unopened.*

GP6. EXAMINATION OF THE PROJECT SITE

Before the bid date, all bidders shall carefully and thoroughly examine the entire site of the proposed work and adjacent premises and the various means of approach and 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.

GP7. CONTRACT QUESTIONS

Submit all questions via email to Daniel Mullaney at dmullaney@sjcainc.com prior to **9:00 a.m. local time July 21, 2020**. A written response will be faxed and mailed to the addresses on the "Record of Plans Purchased" that is required to be filled out by anyone purchasing plans. No questions will be answered by telephone.

GP8. PUBLIC OPENING OF BIDS

Bids will be opened publicly and read aloud at the time and place specified in the "Notice to Bidders". Bidders, or their authorized agents, are invited to be present. Any Bids received after the time specified in the "Notice to Bidders" will be returned to the bidder unopened.

GP9. 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.

GP10. 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.

GP11. PRECONSTRUCTION CONFERENCE

Before the *CONTRACTOR* is issued 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.

GP12. 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).

GP13. 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.

GP14. 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*.

GP15. 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.

GP16. NOTIFICATION OF WORK SCHEDULE

The *CONTRACTOR* shall provide a listing of the next work day'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.

GP17. 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.

GP18. 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.

GP19. WARRANTY OF WORK

The *CONTRACTOR* warrants and guarantees 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. The warranty of work shall last for a period of one year after final acceptance of the project.

GP20. INSPECTION OF WORK

The *ENGINEER* and his representatives shall at all times have access to the work wherever it is in preparation or progress and the *CONTRACTOR* shall provide proper facilities for such access and for inspection.

If the specifications, the *ENGINEER*'s instructions, laws, ordinances or any public authority require 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.

Re-examination of questioned work may be ordered by the *ENGINEER* and if so ordered the work must be uncovered by the *CONTRACTOR*. If such work is found to be in accordance with the Contract Documents, the *OWNER* shall pay the cost of the re-examination and replacement. If such work is not found to be in accordance with the Contract Documents, the *CONTRACTOR* shall pay the cost, unless he shows that the defect in the work was caused by another *CONTRACTOR*, and in that event the *OWNER* shall pay the cost of the re-examination and replacement.

GP21. CHANGES IN THE 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 change 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.

GP22. DELETION OF WORK

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

GP23. DELAY AND EXTENSION OF TIME

If the *CONTRACTOR* should be delayed at any time in the progress of the work by an 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.

GP24. HOLIDAYS THAT WORK IS NOT PERMITTED

The *CONTRACTOR* may not perform work on this project on the following days without written permission from the *ENGINEER*:

- 1) Sundays
- 2) New Year's Day
- 3) Memorial Day
- 4) Independence Day
- 5) Labor Day
- 6) Thanksgiving Day and the day after Thanksgiving
- 7) Christmas Day

GP25. PERMITS

All permits and licenses which may be required due to construction methods such as, but not limited to, borrow or disposal pits, stream 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.

GP26. UTILITIES

The *CONTRACTOR* shall be responsible for contacting and coordinating with all utilities affected by this project. Contract working days 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.

GP27. NON-DISCRIMINATION

In compliance with the Acts of Indiana General Assembly, 1933, Chapter 270, the *CONTRACTOR* hereby agrees:

That with respect to hire, tenure, terms, conditions, or privileges of employment of employees for the performance of work, under this Contract, or any Subcontract hereunder, no *CONTRACTOR*, Subcontractor, nor any person acting on behalf of such *CONTRACTOR* or subcontractor shall, by reason of race, color, religion, sex, national origin, or ancestry discriminate against any citizen qualified to do work to which the employment relates;

That no *CONTRACTOR*, Subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, color, religion, sex, national origin, or ancestry;

That this Contract may be canceled or terminated by the *OWNER*, and all money due or to become due hereunder may be forfeited for a violation of the terms or conditions of this section of the Contract.

GP28. 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 attorneys' fees) by reason of liability imposed by law upon the *OWNER* for damages because of bodily injury, including death, at any time resulting therefrom 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" basis to cover the operations of any Subcontractors.

(D) 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.

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

(F) 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.

GP29. ADDITIONAL INSURED

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

GP30. PROOF OF INSURANCE

The *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.

GP31. 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 approved by the *ENGINEER* for the value of the work performed and materials complete in place in accordance with the contract, plans and specifications. 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 *OWNER* until the final completion and acceptance of the work.

GP32. 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 performed, 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*.

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SPECIAL PROVISIONS

SP1. CONTRACT TIME

The schedule for the completion of the work included in this contract including incidentals and clean up, shall be governed on a *Completion Date* basis.

The Completion Date for this Contract shall be June 28, 2021.

SP2. ROAD CLOSURE

The *CONTRACTOR* shall close the road to traffic no earlier than March 1, 2021 and the road shall be open to traffic no later than May 29, 2021. The road may not be closed outside of these dates without written approval of an extension to this time from the *OWNER*.

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

SP3. LIQUIDATED DAMAGES

The *CONTRACTOR* shall pay one thousand dollars (\$1,000.00) for each calendar day after the Completion Date 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 that the road is closed to traffic before March 1, 2021, and for each calendar day that the road is closed to traffic after May 29, 2021. If the *CONTRACTOR* exceeds both allotted time periods simultaneously, the assessed damages will be cumulative.

SP4. 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 conditions in the field and report any errors or discrepancies to the *ENGINEER* and assume responsibility for their correctness and the fit of new parts to old. If such parts do not fit properly, the *CONTRACTOR* shall make such alterations to new parts as may be necessary to assure proper fits and connection, which meets 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.

SP5. CLEARING RIGHT-OF-WAY

Clearing Right-of-Way shall be in accordance with the requirements of Section 201 except as follows: The initial payment for clearing right-of-way will be limited to 2 percent of the original total bid. If the contract lump sum price for clearing right-of-way is greater than 2 percent of the original total bid, the amount over 2 percent will not be paid until the contract has been completed and accepted.

Trees, brush, and other obstructions shall be cleared from the entire construction limits of the project. In addition, trees and brush shall be cleared from land between construction limits and project right-of-way wherever such clearing is necessary to build the project or relocate utilities, subject to any notes on the plans that identify specific trees or areas to remain undisturbed. The cost of tree and stump removal will not be paid for, but shall be included in the lump sum price for "Clearing Right-of-Way."

This item includes the removal of all existing pipes, box culverts, and all other drainage structures in accordance with Section 202, to be removed during this project.

SP6. 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. A copy of all permits obtained or applied for shall be submitted to the *ENGINEER* prior to the material leaving the site.

The *CONTRACTOR* shall submit, in writing, the location of the proposed dump site, for review, prior to the commencement of construction.

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.

SP7. OPEN BURNING OF NATURAL GROWTH

Open burning of natural growth will not be permitted on this contract.

SP8. TREE AND LAWN PROTECTION

When constructing private drives, the *CONTRACTOR* shall use reasonable care for the protection of trees, shrubbery, and lawn areas beyond the permanent right-of-way.

The cost of the protection or trimming and proper restoration of disturbed areas shall not be paid for directly, but shall be included in the cost of Clearing Right-of-Way.

SP9. RESTORATION OF DISTURBED AREAS

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

Any roots remaining after all the removal of any designated item shall be removed to a depth of 6 inches below the surface of the surrounding ground area. The final preparation of these areas shall be in accordance with Section 621.

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

SP10. PRIOR TO CLOSING ROADS TO TRAFFIC

The *CONTRACTOR* is to notify U.S. Post Office, local fire departments, affected schools, local police agencies and Hamilton County Sheriff's Department, copy to *ENGINEER*. The XG20-5 Closure Signs are to be in place a minimum of ten days prior to the actual closure.

SP11. AFTER OPENING ROADS TO TRAFFIC

The *CONTRACTOR* is to notify the U.S. Post Office, local fire departments, affected schools, local police agencies and Hamilton County Sheriff's Department, copy to *ENGINEER*.

SP12. 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

SP13. 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*. 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 yard 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 AASHTO 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.

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.

BORROW:

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

The subgrade shall be constructed in accordance with Section 207.

SP14. COOPERATION WITH PUBLIC UTILITIES

The Contractor shall notify any utility which might have facilities in the way of the construction four 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.

SP15. UTILITY INFORMATION

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

The utilities are beyond the control of the *OWNER*. Coordination with any applicable utility(s) is the sole responsibility of the *CONTRACTOR*.

The following is provided for information only. The status of all utility companies and organizations potentially involved with the work to be performed are described below as known at the time this contract was prepared. The active engagement of the Utility Coordinator does not minimize nor negate the responsibility of the *CONTRACTOR* to perform duties per the Standard Specifications. The *CONTRACTOR* shall contact the following personnel or companies to coordinate his work prior to the commencement of any construction activities:

The facilities of AT&T do not exist within the project limits, per the attached email provided by the utility. If questions arise, Brad Bailey of the utility may be contacted at 317-610-5422 or at bb3525@att.com.

The facilities of Citizens Energy Group - Water exist within the project limits; and will conflict with the construction. The utility has an existing insulated 12-inch ductile iron water main that is attached via brackets to the north beam of the bridge. The utility will remove the first ten (10) linear feet of insulation at each end bent to allow the *CONTRACTOR* to remove the existing mudwall and convert the end bent to semi-integral. The utility will relocate the existing electrical junction boxes on the western end bent to the lower portion of the existing end bents. The *CONTRACTOR* shall visit the project site and review the existing condition prior to bidding on the project. The *CONTRACTOR* shall provide a minimum of fourteen (14) business days notice, prior to beginning construction. If questions arise, Scott Ritter of the utility may be contacted at 317-927-4434 or at sritter@citizensenergygroup.com.

The facilities of Comcast do not exist within the project limits, per the attached signed work plan provided by the utility. If questions arise, William Morris of the utility may be contacted at 317-516-2237 or at william_morris@comcast.com.

The facilities of Duke Energy exist within the project limits, but are not expected to be affected by the proposed construction. The utility has an existing 3Ø/12kV overhead pole line that runs along the south side of E. 209th Street. At approximately STA 30+00, at pole HMI-12066, the overhead line converts to underground and is routed through the pedestrian bridge decking while spanning across the reservoir. The underground line is then converted back to overhead, outside of the project limits, on pole HMI-12067. If questions arise, Dan Benson of the utility may be contacted at 317-776-5340 or at dan.benson@duke-energy.com.

The facilities of Frontier Communications do not exist within the project limits, per the attached email provided by the utility. If questions arise, Steve Costlow of the utility may be contacted at 317-984-9010 or at steve.costlow@ftr.com.

The facilities of Marathon Pipeline Company do not exist within the project limits, per the attached email provided by the utility. If questions arise, Greg Newman of the utility may be contacted at 419-884-0800 x236 or at gcnewman@marathonpetroleum.com.

The facilities of City of Noblesville exist within the project limits, but are not expected to be affected by the proposed construction. The utility has an existing 8" sanitary sewer line and manhole located approximately 300' to the west and 30' south of the west project boundary. The utility also has an existing 12" CMP storm sewer located approximately 330' to the east and 50' south of the east project

boundary. If questions arise, Andrew Rodewald of the utility may be contacted at 317-776-6330 or at arodewald@noblesville.in.us.

The facilities of Panhandle Eastern Pipeline do not exist within the project limits, per the attached email provided by the utility. If questions arise, Troy Yackle of the utility may be contacted at 317-733-3213 or at troy.yackle@energytransfer.com.

The facilities of Vectren Energy – Gas Distribution exist within the project limits, but are not expected to be affected by the proposed construction. The utility has an existing 8-inch steel medium pressure gas main that is attached via brackets to the south beam of the bridge. The CONTRACTOR shall visit the project site and review the existing condition prior to bidding on the project. The CONTRACTOR shall provide a minimum of fourteen (14) business days notice, prior to beginning construction. If questions arise, Shawn Williams of the utility may be contacted at 317-776-5574 or at shawn.williams@centerpointenergy.com.

SP16. 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.

See Hamilton County Surveyor Drain Outlet Details #1 (Std. Plan O-1) and #2 (Std. Plan O-2) for drain tile outlet and animal guard details.

SP17. PERMITS

Copies of all permits obtained by the *OWNER* 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.

The *CONTRACTOR* shall procure all permits and licenses required due to construction methods in accordance with Section 107.02. A copy of each permit application and approval must be provided to the *ENGINEER* prior to issuance of notice to proceed with work which requires the permit.

SP18. IDEM NOTIFICATION FOR STRUCTURE REMOVAL

A bridge asbestos survey was performed by SJCA Inc. The Bridge Asbestos Survey Summary is 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.

The asbestos survey has determined that the existing structure contains no asbestos containing materials as indicated in the asbestos report.

SP19. REMOVAL

Portions of the existing structure shall be removed in accordance with section 202.03 of the Standard Specifications. All materials shall become the property of the *CONTRACTOR* and be removed from the site and properly disposed, unless otherwise approved by the *ENGINEER*.

SP20. TEMPORARY EROSION CONTROL MEASURES

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

Borrow and disposal sites shall be in accordance with 203.08.

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

Hamilton County Soil & Water Conservation District
1717 Pleasant Street
Noblesville, IN 46060

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

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

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

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

- (a) Locations of all proposed soil stockpiles.
- (b) Locations of all proposed equipment storage areas, fueling locations, construction trailers, batch plants, and designated concrete truck washout areas.
- (c) Proposed construction sequence and phasing of erosion control measures.
- (d) Location of all construction entrances where vehicles and equipment will enter and exit the site.
- (e) Material handling and spill prevention plan, which shall include a list of expected materials that may be present on the site during construction operations, as well as a written description of how these materials will be handled to minimize the potential that the materials may enter the storm water runoff from the site.
- (f) Statements that the erosion control measures for the project shall, at a minimum, be inspected on a weekly basis and within 24 hours of every ½ in. (13 mm) rain event.
- (g) Monitoring and maintenance plan for erosion control measures.

The erosion control plan shall be signed by the Erosion Control Supervisor. The Engineer will

submit the erosion control plan to the Department's Office of Environmental Services Permit Coordinator.

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

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

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

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

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

Temporary erosion control measures shall be placed as soon as possible. Filter sock shall be installed prior to beginning earth disturbing activities.

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

Check dams shall be installed as soon as possible in areas of construction. Once ditches are to grade, permanent erosion control measures shall be placed as soon as possible and no later than 5 workdays after ditch grading is completed. During construction, if ditch flow patterns change, erosion control measures may need to be moved or adjusted so that no areas are left unprotected. Pipe end sections shall be placed when the structure is installed. If the pipe end sections cannot be placed at the same time, temporary riprap splashpads shall be placed at the outlets of the pipes until the pipe end sections or anchors can be placed.

Stable Construction Entrance

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

Maintenance

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

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

The cost of constructing, maintaining, and removal of all temporary erosion control measures shall be included in the cost of the pay item "Stormwater Management Budget."

SP21. AS BUILT DRAWINGS

The CONTRACTOR, at no extra cost, shall furnish to the OWNER two complete sets of as-built drawings with all deviations, changes, errors and omissions plainly marked, verified in writing that their drawings are true and accurate.

The cost of this work will not be paid for directly, but the cost shall be included in the cost of other items.

SP22. HMA PAVEMENT MATERIALS

The Indiana Department of Transportation (INDOT) Standard Specifications, dated 2020, Section 402, shall apply with the modifications as noted herein. The current version of the INDOT Standard Specifications, Recurring Special Provisions, and Supplemental Specifications are applicable.

HMA.01 - Description

This work shall consist of one or more courses of Hot Mix Asphalt (HMA) base, intermediate, surface mixtures or other miscellaneous HMA application.

HMA.02 - Quality Control

HMA shall be supplied from a Certified HMA plant in accordance with Indiana Test Method (ITM) 583 –Certified Volumetric Hot Mix Asphalt Producer Program. HMA shall be transported and placed according to a Quality Control Plan (QCP) prepared by the Contractor in accordance with ITM 803 – Contractor Quality Control Plan for HMA Pavement, and submitted to the Contracting Agency five (5) calendar days prior to commencing HMA paving operations.

HMA.03 - Materials

HMA materials shall meet the requirements of 904 except Table 1. HMA Coarse Aggregates for surface aggregates in Section 904.03(d) shall be modified as follows when the design speed or posted speed limit is equal to or less than 45 mph.

Coarse Aggregate Type	Traffic ESALs		
	< 3,000,000	< 10,000,000	≥ 10,000,000
Air-Cooled Blast Furnace Slag	Yes	Yes	Yes
Steel Furnace Slag	Yes	Yes	Yes
Sandstone	Yes	Yes	Yes
Crushed Dolomite	Yes	Yes	Yes
Polish Resistant Aggregates	Yes	Yes	Yes
Crushed Stone	Yes	Yes	(Note 2)
Gravel	Yes	Yes	(Note 2)

Note 2. Crushed Stone or gravel may be used in accordance with Indiana Test Method (ITM) 221

HMA.04 - Design Mix Formula and Mixture Type

The design mix formula/job mix formula (DMF/JMF), shall be prepared by an INDOT approved Mix Design Laboratory in accordance with Sec. 402.05, and submitted to the Contracting Agency in an acceptable format one week prior to use. The DMF/JMF Type and Maximum Nominal Aggregate Size (NMAS) and shall be based on the following table:

HMA PAVEMENT MATERIALS Cont.

<i>Mixture Type</i>	<i>Type A *</i>	<i>Type B*</i>	<i>Type C*</i>
<i>Design ESAL</i>	<i>200,000</i>	<i>2,000,000</i>	<i>9,000,000</i>
<i>AADT (Average Annual Daily Traffic)</i>	<i><4000</i>	<i>4000- 15,000</i>	<i>15,000-30,000</i>
<i>AADTT (Average Annual Daily Truck Traffic)</i>	<i>< 50</i>	<i>50-1700</i>	<i>>1700</i>
<i>Commercial & Residential Application</i>	<i>Residential Driveways, passenger car parking ,<500 stalls, < 20 **heavy trucks day, service stations</i>	<i>Parking Lots with 20-300 **heavy trucks per day, Stops</i>	<i>Heavy Commercial parking with 150-300 **heavy trucks per day</i>
<i>Surface-</i>			
<i>Max. Nominal Aggregate Sizes (NMAS)</i>	<i>4.7mm, 9.5 mm 12.5 mm</i>	<i>4.75mm 9.5 mm 12.5 mm</i>	<i>4.75 mm 9.5mm 12.5 mm</i>
<i>PG Binder</i>	<i>64-22</i>	<i>64-22</i>	<i>70-22</i>
<i>Intermediate-</i>			
<i>Max. Nominal Aggregate Sizes</i>	<i>9.5mm 12.5mm 19.0mm 25.0 mm</i>	<i>9.5mm 12.5mm 19.0mm 25.0 mm</i>	<i>9.5mm 12.5mm 19.0mm 25.0 mm</i>
<i>PG Binder</i>	<i>64-22</i>	<i>64-22</i>	<i>64-22</i>
<i>Base-</i>			
<i>Max. Nominal Aggregate Sizes</i>	<i>19.0 mm 25.0 mm</i>	<i>19.0 mm 25.0 mm</i>	<i>19.0 mm 25.0 mm</i>
<i>PG Binder</i>	<i>64-22</i>	<i>64-22</i>	<i>64-22</i>

*A higher category mix may be used for a lower category application if the contractor so elects. The substitution will be at no additional cost to the agency.

** Heavy trucks are commercial vehicles with normally 2 axle, six tire or larger.

HMA may be produced as warm-mix asphalt (WMA). The DMF/JMF shall list the minimum plant discharge temperature for HMA and WMA as applicable to the mixture. WMA mixtures may be produced by using a water injection foaming device or additives as specified herein and according to the manufactures recommendations.

HMA.05 - Volumetric Mix Design

Shall remain as Sec. 402.05 except the Material Adjustment Factor (MAF) will not apply.

HMA.06 - Job Mix Formula

A HMA DMF/JMF per 402 will be developed by a Certified HMA Producer. A DMF/JMF used in the current or previous calendar year that it was developed to Ndes will be allowed as long as it meets the requirements of current mix design procedures and mix design guides for aggregate bulk specific gravity (Gsb) effective October, 2013.

HMA.07 - Mix Criteria

Shall remain as Sec. 402.07

HMA.08 - Recycled Material

Shall remain as Sec. 402.08

HMA.09 - Acceptance of Mixtures

Acceptance will be on the basis of a Type D Certification in accordance with Sec. 916(d). The HMA Certification shall be the quality control test representing the material and shall include air voids and binder content for material supplied to the project. Type D certification shall be submitted to the Contracting Agency's representative each day in which material is received.

CONSTRUCTION REQUIREMENTS

HMA.10 - General

Shall remain the same as Sec. 402.10

HMA.11 - Preparation of Surfaces to be Overlaid

Shall remain the same as Sec. 402.11

HMA.12 - Weather Limitations

HMA courses less than 110 lb/syd are to be placed when the ambient and surface temperatures are 60° F or above. HMA courses equal to or greater than 110 lb/syd but less than 220 lb/syd are to be placed when the ambient and surface temperatures are 45° F or above. HMA courses equal to or greater than 220 lb/syd are to be placed when the ambient and surface temperatures are 32° F or above. Mixture shall not be placed on a frozen subgrade. However, HMA courses may be placed at lower temperatures provided the density of the HMA course is in accordance with HMA.16 or if approved by the Contracting Agency's representative.

HMA.13 - Spreading and Finishing

Shall remain the same as Sec. 402.13

HMA.14 - Joints

Shall remain the same as Sec. 402.14

HMA .15 - Compaction

The HMA mixture shall be compacted with equipment in accordance with 409.03(d) immediately after the mixture has been spread and finished. Rollers shall not cause undue displacement, cracking, or shoving.

Rollers	Number of Roller Applications						
	Courses < 440 lb/syd (240 kg/m ²)					Courses > 440 lb/syd (240 kg/m ²)	
	Option 1	Option 2	Option 3	Option 4	Option 5	Option 1	Option 2
Three Wheel	2		4			4	
Pneumatic Tire	2	4				4	
Tandem	2	2	2			4	
Vibratory Roller				6			8
Oscillatory					6		

HMA.16 - Low Temperature Compaction Requirements

Shall remain the same as Sec. 402.16. Density test reports shall be furnished to the Contracting Agency.

HMA.17 - Shoulder Corrugations

Shall remain the same as Sec. 402.17

HMA.18 - Pavement Smoothness

Shall remain the same as Sec. 402.18

HMA .19 - Method of Measurement

Shall remain the same as Sec. 402.19 except the MAF shall not apply

HMA.20 - Basis of Payment

Add the following pay items to Section 402.20

Pay Item*	Pay Unit
HMA Surface Type B, 9.5 mm	Ton
HMA Intermediate Type B, 19.0 mm	Ton
HMA Base Type B, 25.0 mm	Ton

*Mixture Type shall include the Type from Table in HMA.04 and the Nominal Maximum Aggregate Size (NMAS)

SP23. WATERWAY MAINTENANCE OF TRAFFIC

The CONTRACTOR shall be allowed to prohibit recreational boat traffic beneath the bridge for the entirety of construction operations. The CONTRACTOR shall provide a line of buoys across the channel opening on each side of the bridge. The line of buoys shall be located approximately 10 feet from the existing bridge on the north side and approximately 10 feet from the existing pedestrian bridge on the south side. The buoys shall have a maximum spacing of 8 feet and each buoy shall be equipped with a Type D sign stating “Channel Closed to Thru Traffic”. All buoy lines and warning signs shall be in place prior to any construction operations overhead and shall be maintained until the work is completed. The buoys and channel signs shall be equipped with Type A construction warning lights. All buoys shall be in accordance with 312 IAC 5-4.

If signs or buoy lines have been moved for any reason and the CONTRACTOR’s operations are not complete, the CONTRACTOR shall return the signs and buoys to their original location.

Prior to any closure of the channel, the CONTRACTOR shall contact the following entities and inform them of the upcoming closure and anticipated duration:

Morse Marina
317-984-3301

Noblesville Fire Department
317-776-6336

The CONTRACTOR shall provide the name and contact information for the superintendent on-site during the closure. The CONTRACTOR shall coordinate with the Noblesville Fire Department in order to establish an action plan in the event of a water emergency that requires the Fire Department to use their boat to pass beneath the bridge. In the event of such an emergency, the CONTRACTOR shall be contacted by the Fire Department, immediately cease all construction operations, and provide access for the Fire Department to cross beneath the bridge. The CONTRACTOR will be allowed to resume construction operations upon

receiving permission from the Fire Department. The action plan shall also make suitable arrangements for the Fire Department to access beneath the bridge when the CONTRACTOR is not currently working on-site.

The cost of furnishing, placing, moving, removal, and maintenance of buoy lines, signs, and warning lights shall be included in the lump sum cost of "Maintaining Traffic."

SP24. POWDER-COATED PAINT

All powder-coating of material and painting, including fasteners, shall take place in the shop.

This work shall consist of hot-dip galvanizing and shop-applied powder-coating of the steel components of the bridge railing as shown on the plans and as directed, in accordance with the manufacturer's recommendations as approved by the ENGINEER.

The steel on the bridge railing shall be painted "Deep Hemlock" (Porter Paints, Color No. 6348-5). The ENGINEER must approve color prior to fabrication.

Only the bolt components of the bridge railing shall be field painted.

Paint shall be homogenous, free of contamination, and of a consistency suitable for use in the capacity for which it is specified. Finished paint shall be well ground, and the pigment shall be properly dispersed in the vehicle according to the requirements of the paint. The dispersion shall be of such nature that the pigment does not settle, does not cake or thicken in the container, and does not become granular or curdled.

The paint shall be easily broken up with a paddle to form a smooth uniform product of the proper consistency and shall possess satisfactory properties in all respects which affect its application and curing.

Unless otherwise provided, the materials entering into the composition of the paint shall conform to the requirements of the applicable ASTM and AASHTO standards covering such materials. Testing shall be in accordance with the latest test methods of the ASTM and AASHTO. However, the ENGINEER reserves the right to make use of any information or methods of testing to determine the quality of paint and paint materials.

No direct payment shall be made for this work. The cost of this work shall be included in the cost of "Railing, Steel, PF-1."

SP25. CITIZENS WATER WORK REQUIREMENTS

Because Morse Reservoir is such a critical supply of source water, the CONTRACTOR shall provide Citizens Water with a construction schedule so that Citizens Water may be prepared to answer any questions that may arise.

The CONTRACTOR shall provide a copy of the Spill Prevention Control and Countermeasure (SPCC) plan to Citizens Water prior to construction.

The CONTRACTOR must provide a 24-hour emergency contact to Citizens Water.

The above information shall be directed to:

Mr. Brian L. Campbell
Operations/Maintenance Supervisor
Citizens Water
White River North Treatment Plant
11825 River Road
Carmel, IN 46033
Office: 317-927-1036

No refueling shall be allowed within 100 feet of the water's edge.

In the event of any type of chemical, or fuel spill, Citizens Water must be immediately notified. The CONTRACTOR shall call the Citizens Water Central Control Operator at (317) 631-0515. From this initial contact, the Operator will enact Citizens Water's Standard Operating Procedure for Emergency Action.

Preventative measures shall be taken to contain chemical and fuel spills. The CONTRACTOR is required to keep a spill-containment kit on site at all times. The kit should be rated to absorb a minimum of 40 gallons. The CONTRACTOR shall also have a minimum of 160 feet of interlocking booms on site. Both the kit and booms shall have the ability to absorb all chemical/fuel types used during construction.

SP26. EXPANDED METAL

This work shall consist of installing flattened expanded metal strips with protective U-edging along the center span beams to prevent boaters from placing trash and other debris on the bottom flanges.

The expanded metal material shall consist of flattened carbon steel in accordance with ASTM F1267-18. The nominal diamond pitch in the short way of design (SWD) shall be 1½" prior to rolling. The expanded metal shall be No. 16 gauge and shall have a unit weight of less than or equal to 0.5 lbs. per square foot. The protective U-edging shall also consist of carbon steel and shall have an opening of 1/16" to accommodate the No. 16 gauge expanded metal sheet.

The expanded metal shall be installed as shown on the plans. The expanded metal is only required on the center span beams under which boat traffic can pass. However, the expanded metal will be omitted on the outside face of the exterior beams. All exposed edges of the expanded metal shall be protected with U-edging. The expanded metal shall be tack welded to the web and top of the bottom flange of the existing beams. The expanded metal shall be galvanized and painted in the shop in accordance with SP24 for powder-coated paint.

The expanded metal material will be measured by the square foot. The protective U-edging will be measured by the linear foot.

The accepted quantities of expanded metal will be paid for at the contract unit price per square foot, complete in place. Payment will be made under the pay item "Expanded Metal". The accepted quantities of protective U-edging will be paid for at the contract unit price per linear foot, complete in place. Payment will be made under the pay item "Expanded Metal Protective Edging".

The cost of preparation, materials, and installation will be included in the pay items in this section.

SP27. ELASTOMERIC BEARING PADS

Elastomeric bearing pads shall be in accordance with INDOT Standard Specification 726, except for the following:

Elastomeric bearing pads will be measured by the number of complete assemblies installed.

Elastomeric bearing pads will be paid for at the contract unit price per each bearing assembly, complete and in place. The pay item is "Bearing Assembly, Elastomeric."

The cost of all threaded studs, washers, nuts, top steel bearing plates, vulcanize bonding, and other incidentals shall be included in the cost of the elastomeric bearing assembly.

ATTACHMENTS

Asbestos Investigation

Waterway Permits

IDNR Certificate of Approval for Construction in a Floodway

Utility Work Plans

BRIDGE ASBESTOS INSPECTION REPORT

Prepared by:

SJCA, P.C.

9102 North Meridian Street, Suite 200
Indianapolis, Indiana 46260
(317) 566-0629
www.sjca-pc.com

Hamilton County Bridge No. 98

Carrigan Road over Morse Reservoir,
0.36 Miles West of Hague Road

In

Noblesville, Indiana

September 11, 2019

BRIDGE ASBESTOS INVESTIGATION

Re: Results of Bridge Asbestos Investigation

Description: Bridge Rehabilitation

Project Numbers: Hamilton Bridge No. 98

And Locations: Carrigan Road over Morse Reservoir

INTRODUCTION

SJCA, P.C. has completed asbestos investigations for Hamilton County Bridge No. 98 on August 28, 2019. The investigation was conducted by Gregory A. Huyck, Indiana Certification No. 19A003463, expiring November 4, 2019. The structure, located at 0.36 miles west of Hague Road in Noblesville, Indiana, is a three-span, Continuous Steel Beam Bridge (no skew).

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 bridge. **The results of the inspection indicate that this Bridge 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 bridge 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

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



September 9, 2019

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

RE: 30 PLM Sample(s) Analyzed
Client Project: Hamilton County Br. 98 – Carrigan Rd over Morse Reservoir
ACT Batch No.: 19B0452.R – Supplement to Test Report 19B0452
ACT Project No.: 190072

Enclosed are the sample results from the bulk asbestos analysis for the 30 sample(s) submitted to the ACT Asbestos Laboratory on August 29, 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.

A handwritten signature in black ink, appearing to read 'Nikki L. Brown', written over a horizontal line.

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 – SUPPLEMENT TO TEST REPORT 19B0452
POLARIZED LIGHT MICROSCOPY (PLM)
Performed by EPA 600/R-93/116 Method Modified

September 9, 2019

Client Project:	Hamilton County Br. 98	Notes: *	Indicates Non-Homogeneous Sample
ACT Project No.:	190072	**	Indicates Homogeneous Sample
ACT Batch No.:	19B0452.R	HC	High Concentration
Date Sample(s) Collected:	08-28-19	MC	Medium Concentration
Date Sample(s) Received:	08-29-19	LC	Low Concentration
Date Sample(s) Analyzed:	09-06-19		

Lab I.D. #	Client I. D. #	Sample Color / Texture	Layer (s)	Asbestos Type	%	Other Fibrous Material	%	Non-Fibrous Material	%	Comments
B194297	98-001	Gray Rubbery **	1	Not Detected				Binder	100	
B194298	98-002	Black Rubbery **	1	Not Detected				Binder	100	
B194299	98-003	Gray Goopy Rubbery **	1	Not Detected				Aggregate Binder	40 60	
B194300	98-004	Yellow Black Goopy Fibrous **	1	Not Detected		Cellulose	80	Binder	20	
B194301	98-005	Yellow Black Goopy Fibrous **	1	Not Detected		Cellulose	80	Binder	20	
B194302	98-006	Yellow Black Goopy Fibrous Rubbery **	2	Not Detected		Cellulose	20	Binder	80	
B194303	98-031	Gray Rubbery **	1	Not Detected				Binder	100	
B194304	98-032	Gray Rubbery **	1	Not Detected				Binder	100	
B194305	98-033	Gray Rubbery **	1	Not Detected				Binder	100	
B194306	98-041	Black Soft **	1	Not Detected				Binder	100	
B194307	98-042	Black Soft **	1	Not Detected				Binder	100	
B194308	98-043	Black Soft **	1	Not Detected				Binder	100	
B194309	98-051	Blue Gray Fibrous Rubbery **	1	Not Detected		Mineral Wool	20	Binder	80	
B194310	98-052	Blue Gray Fibrous Rubbery **	1	Not Detected		Mineral Wool	20	Binder	80	



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



BULK SAMPLE ANALYSIS REPORT – SUPPLEMENT TO TEST REPORT 19B0452
POLARIZED LIGHT MICROSCOPY (PLM)
Performed by EPA 600/R-93/116 Method Modified

September 9, 2019

Client Project:	Hamilton County Br. 98	Notes:	*	Indicates Non-Homogeneous Sample
ACT Project No.:	190072		**	Indicates Homogeneous Sample
ACT Batch No.:	19B0452.R		HC	High Concentration
Date Sample(s) Collected:	08-28-19		MC	Medium Concentration
Date Sample(s) Received:	08-29-19		LC	Low Concentration
Date Sample(s) Analyzed:	09-06-19			

Lab I.D. #	Client I. D. #	Sample Color / Texture	Layer (s)	Asbestos Type	%	Other Fibrous Material	%	Non-Fibrous Material	%	Comments
B194311	98-053	Blue Grainy Rubbery Fibrous **	1	Not Detected		Mineral Wool	20	Binder	80	
B194312	98-054	Blue Grainy Rubbery Fibrous **	1	Not Detected		Cellulose	20	Binder	80	
B194313	98-055	Gray Brown Fibrous Goey **	1	Not Detected		Mineral Wool	20	Binder	80	
B194314	98-061	Black Fibrous **	1	Not Detected		Mineral Wool	100			
B194315	98-062	Black Fibrous **	1	Not Detected		Mineral Wool	100			
B194316	98-063	Black Fibrous **	1	Not Detected		Mineral Wool	100			
B194317	98-071	Brown Black Orange Flakey **	1	Not Detected				Binder	100	
B194318	98-072	Brown Black Orange Flakey **	1	Not Detected				Binder	100	
B194319	98-073	Brown Black Orange Flakey **	1	Not Detected				Binder	100	
B194320	98-074	Brown Black Orange Flakey **	1	Not Detected				Binder	100	
B194321	98-075	Brown Black Orange Flakey **	1	Not Detected				Binder	100	
B194322	98-076	Brown Black Orange Flakey **	1	Not Detected				Binder	100	



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Date Sample(s) Analyzed:	09-06-19			

Lab I.D. #	Client I. D. #	Sample Color / Texture	Layer (s)	Asbestos Type	Other Fibrous Material %	Non-Fibrous Material %	Comments
B194323	98-077	Brown Black Orange Flakey **	1	Not Detected		Binder 100	
B194324	98-081	Gray Rubbery **	1	Not Detected		Paint 100	
B194325	98-082	Gray Rubbery **	1	Not Detected		Paint 100	
B194326	98-083	Gray Rubbery **	1	Not Detected		Paint 100	

Reviewed By: 
 Nikki L. Brown
 Laboratory Technical Manager

ACT Environmental Services, Inc.

304 S. State Ave. / Indianapolis, IN / 46201
 317/756-9320/fax 317/756-9324 / www.actenvironmental.com

CHAIN OF CUSTODY

Client: **SJCA** Client Project Name/Location: **Hamilton County Br 98** ACT Project No: **190072** Lab Batch No.: **19B0452**

TURNAROUND TIME: RUSH - 1 hour PCM/PLM; 4 hour Lead/IAQ Same Day (in lab by 12pm/results by 5pm) 24 hours (1 day)

SAMPLER: 2 days (PCM/IAQ/Nuisance Dust Standard) 3 days (LEAD/PLM Standard) 4 days 5 days

Analyze: ALL or Possible Hazards: Yes Sample Disposal: Return to Client Due Date _____
 First positive Unknown Disposal by Lab _____

LABORATORY ANALYSIS:

IAQ	ASBESTOS	LEAD	OTHER	SAMPLE TYPE: <input type="checkbox"/> Air <input type="checkbox"/> PCM <input type="checkbox"/> TEM <input type="checkbox"/> Bulk <input type="checkbox"/> Wipe <input type="checkbox"/> Soil <input type="checkbox"/> Paint <input type="checkbox"/> Air-O-Cell <input type="checkbox"/> Tape <input type="checkbox"/> Swab <input type="checkbox"/> Cyclex-D <input type="checkbox"/> Other	Volume Minutes x flow rate (L)	Lab I.D.:	RESULTS:
Client Sample I.D.							
98-001				Sample Collection Date: 8-28-19		B194297	
 				 		 	
98-003						B194326	

Relinquished By: _____ Date/Time: _____ Received By: **see attached** Date/Time: _____

Client Contact Name: _____ Y/N _____ Client Contact Phone: _____ Y/N _____ Client Contact Fax/Email: _____

Analyst: **OM** 1st QC Review: **AB** 2nd QC Review: _____



Inspector Gregory Huyck

Inspector Lic. No. 19A003463

Expiration 11/04/19

Address 9102 North Meridian St.

Suite 200

Indianapolis, IN 46260

(317) 566-0629

317.727.3178 (C)

Asbestos Bulk Sampling Data Sheet

SJCA, P.C.

Location:

Bridge No.

Date Inspected:

0.36 Miles west of Hague Road, Noblesville, IN

Hamilton County Br. 98 - Carrigan Rd. over Morse Reservoir

August 28, 2019

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

Asbestos Present? Y or N	Unit Quantity	Regulated ACM to be Removed (Friable)		Non-Friable Asbestos Material To be Removed		Non-Friable Asbestos Material Not to be Removed		Comments
		Friable	Accessibility	Category I	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)							

ESTIMATED QUANTITY OF ASBESTOS

Sample No.	Material	Location	Friable	Material Condition	Accessibility	Estimated Quantity	% Damage	Lab Results (For Office Use)	Comments
98-002	Rubber Exp. Joint	East Bent & Rdway	Y	S	G	20 Lft	25	ND	
98-003	Rubber Exp. Joint	West Bent EB Lane	Y	S	G	20 Lft	25	ND	
98-004	Fibrous Wrap	SE Wing	Y	G	G	17 Sft	<1	ND	

Inspector's Signature *[Signature]*

Date 8-29-19

Sealed/Intact Y N

Reviewer Signature *[Signature]*

Date 9/6/19

Sealed/Intact Y N

Lab Received by Signature *[Signature]*

Date 8/29

Sealed/Intact Y N

Lab Analysis Technician Signature *[Signature]*

Date 9/6/19

Sealed/Intact Y N



Asbestos Bulk Sampling Data Sheet
SJCA, P.C.

Hamilton #98

By: GAH 8-28-19

Sample No.	Material	Location	Friable	Material		Estimated Quantity	% Damage	Lab Results (For Office Use)	Comments
				Condition	Accessibility				
98-005	Fibrous Wrap	SE Wing	Y	G	G	17 Sft	<1	ND	
98-006	Fibrous Wrap	SE Wing	Y	G	G	17 Sft	<1	ND	
98-031	Caulking Mat'l	NE Wing	Y	G	G	10 Lft	<1	ND	
98-032	Caulking Mat'l	NE Wing	Y	G	G	10 Lft	<1	ND	
98-033	Caulking Mat'l	NE Wing	Y	G	G	10 Lft	<1	ND	
98-041	Foam Blanket Cover	SE Wing	Y	G	G	10 Sft	<1	ND	
98-042	Foam Blanket Cover	SE Wing	Y	G	G	10 Sft	<1	ND	
98-043	Foam Blanket Cover	SE Wing	Y	G	G	10 Sft	<1	ND	
98-051	Goopy Fibrous Insulation	South Coping East End	Y	G	G	110 Sft	<1	ND	
98-052	Goopy Fibrous Insulation	South Coping East End	Y	G	G	110 Sft	<1	ND	
98-053	Goopy Fibrous Insulation	South Coping East End	Y	G	G	110 Sft	<1	ND	
98-054	Goopy Fibrous Insulation	South Coping West End	Y	G	G	110 Sft	<1	ND	
98-055	Goopy Fibrous Insulation	South Coping West End	Y	G	G	110 Sft	<1	ND	
98-061	Brown Fibrous Geotextile	SE Wing	Y	S	G	300 Sft	50	ND	
98-062	Brown Fibrous Geotextile	SE Wing	Y	S	G	300 Sft	50	ND	
98-063	Brown Fibrous Geotextile	SE Wing	Y	S	G	300 Sft	50	ND	
98-071	Black Paint	Beam / East Bent	Y	S	G	2500 Sft	60	ND	



Asbestos Inspection Summary
SJCA, P.C.

Inspector: Gregory Huyck
 Location: 0.36 Miles west of Hague Road, Noblesville, IN
 Bridge No.: Hamilton County Br. 98 - Carrigan Rd. over Morse Reservoir
 Date Inspected: August 28, 2019

Material Description of Homogeneous Items	ACM Type	Material Quantity (Lft./Sft./Cys.)	Damage Assessment (Local or Distributed) (S or G)	Number of Samples from Homogeneous Items	Sample Number
Rubber Exp. Joint	M	60 Lft	S (Dist)	3	98-001 to 98-003
Fibrous Wrap	TSI	51 Sft	G	3	98-004 to 98-006
Caulking	M	30 Lft	G	3	98-031 to 98-033
Foam Blanket Cover	M	30 Sft	G	3	98-041 to 98-043
Gooey Fibrous Insulation	TSI	550 Sft	G	5	98-051 to 98-055
Brown Fibrous Geotextile	M	900 Sft	S (Localized)	3	98-061 to 98-063
Black Paint	S	17,500 Sft	S (Distributed)	7	98-071 to 98-077
Thick Paint Coating	S	960 Sft	D (Localized)	3	98-081 to 98-083

NOTES:

Sample all Friable Materials

Do not sample Category I Nonfriable. Presume ACM and list amount present.

Damage Assessment = (G) Good Condition - Localized and distributed damage is < 1%. (D) Damaged.
 (S) Significantly Damaged - Localized damage is > 25% and Distributed damage is > 10%.

ACM Type = (S) Surfacing materials that would be troweled or sprayed on.
 (TSI) Thermal System Insulation (prevents heat transfer or condensation)
 (M) Miscellaneous Materials

Homogeneous Area = Any material on the bridge that, to the inspector's best knowledge, is "uniform in color and texture" and had approximately the same date of installation.

Category I Nonfriable = Packings, gaskets, asphalt roofing products.

Category II Nonfriable = Materials, excluding Category I nonfriable, that when dry cannot be crumbled, pulverized, or reduced to powder by hand pressure or mechanical forces reasonably expected to act on the material.

Friable = Material, when dry, may be crumbled, pulverized, or reduced by hand pressure or mechanical forces reasonably expected to act on the material.

Number of samples needed for Homogeneous Areas:

Sft./Lft.	No. of Samples
up to 6 Sft./Lft.	1
up to 1000 Sft./Lft.	3
up to 5000 Sft./Lft.	5
over 5000 Sft./Lft.	7



October 19, 2018

000005

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 11/04/2018, and will expire on 11/04/2019, 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

SF 49124 (R / 3-09)



Indiana Dept. of Environmental Management

Gregory A. Huyck

Asbestos Inspector License #: 19A003463

Effective: 11/04/2018
Birth Date: 12/06/1962
Height: 5-09
Weight: 175

Expiration: 11/04/2019
Gender: M
Eye Color: Green
Hair Color: Brown



Environmental Management Institute

5610 Crawfordsville Rd # 1500, Indianapolis, Indiana 46224-3787

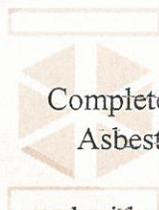
317/248-4848 • 800/488-8842 • FAX 317/248-4846

www.envmgt.org

This confirms that



Gregory A. Huyck



Completed the Required Refresher Training for
Asbestos Accreditation Under TSCA Title II-
and has
passed with a Score of 70 or Greater the Examination for

Asbestos Building Inspector



Course Date
October-5, 2018

Examination Date
October 5, 2018

Jack E. Leonard, President

Certificate: IN(R) 8697

Expires: October 5, 2019

Approved by::

Illinois Department of Public Health
Indiana Department of Environmental Management





CERTIFICATE OF APPROVAL

Application #: FW-30011-0

This Certificate of Approval is a Permit for Construction under the authority of the Indiana Flood Control Act, IC 14-28-1 with 312 IAC 10 as administered by the Department of Natural Resources.

Approval Issued To: Hamilton County Highway Department, Alison Krupski, 1700 South 10th Street, Noblesville, IN 46060

Approval Issued By:

Markita Shepherdson

Mail Date: 1/24/2020

Markita Shepherdson, CFM, Division of Water

Permit Effective Date: 02/11/2020

Permit Expiration Date: 01/24/2022

Pursuant to 312 IAC 2-5-1, this Permit becomes Effective eighteen (18) days from the Mail Date to provide a stay period for a Petition for Administrative Review with the Indiana Natural Resources Commission, Division of Hearings. Initiating construction authorized in this Permit prior to the Permit Effective Date constitutes a violation. This Permit is only valid until the Permit Expiration Date.

This Permit may be renewed one (1) time if a written request is received at the DNR, Division of Water, prior to the Permit Expiration Date.

PROJECT INFORMATION:

Waterbody: Morse Reservoir

County: Hamilton

Project Description Narrative: The existing three span continuous steel beam bridge carrying East 209th Street over Morse Reservoir will be replaced with a new structure on essentially the same alignment to improve traffic flow. The new structure will be a three-span bridge with span lengths of 72'-5", 90'-0", and 72'-5". The structure will have an out-to-out length of 237'-7" and a clear roadway width of 28'-0". The spill through abutments will remain unchanged at 2:1 side slopes armored with riprap. The abutments and piers will also remain unchanged and will continue to align with the stream flow. The structure has no skew. The new approach roads will be elevated less than 1' above the existing approaches to provide for a 2% cross slope. The existing bridge deck and concrete approaches will be completely removed and replaced.

Project Location: At the East 209th Street bridge over Morse Reservoir at Noblesville

PERMIT CONDITIONS:

This Certificate of Approval is valid only if the construction project is in compliance with all Conditions in this Permit.

DNR PROJECT SPECIFIC PERMIT CONDITIONS

- 1) Revegetate all bare and disturbed areas that are not currently mowed and maintained with a mixture of grasses, sedges, and wildflowers native to Central Indiana and specifically for stream bank/floodway stabilization purposes as soon as possible upon completion; turf-type grasses (including low-endophyte, friendly endophyte, and endophyte free tall fescue but excluding all other varieties of tall fescue) may be used in currently mowed areas only.
- 2) Do not excavate in the waterway and minimize disturbance to bank vegetation and contain disturbance to within the project limits.
- 3) Use minimum average 6 inch graded riprap stone extended below the normal water level to provide habitat for aquatic organisms in the voids.
- 4) Do not use broken concrete as riprap.
- 5) Underlay the riprap with a bedding layer of well graded aggregate or a geotextile to prevent piping of soil underneath the riprap.
- 6) Do not deposit or allow construction/demolition materials or debris to fall or otherwise enter the waterway.
- 7) Appropriately designed measures for controlling erosion and sediment must be implemented to prevent sediment from entering the stream or leaving the construction site; maintain these measures until construction is complete and all disturbed areas are stabilized.
- 8) Seed and protect all disturbed streambanks and slopes not protected by other methods that are 3:1 or steeper with erosion control blankets that are heavy-duty, biodegradable, and net free or that use loose-woven / Leno-woven netting to minimize the entrapment and snaring of small-bodied wildlife such as snakes and turtles (follow manufacturer's recommendations for selection and installation); seed and apply mulch on all other disturbed areas.
- 9) Except for the material used as backfill as shown on the plans submitted for the permit application, place all excavated material landward of the floodway*.
- 10) Do not leave felled trees, brush, or other debris in the floodway*.
- 11) All riprap placed for bank stabilization must conform to the bank.
- 12) Upon completion of the project, remove all construction debris from the floodway*.
- 13) Issuance of this Certificate of Approval does not constitute approval of any temporary causeways, coffer dams, runarounds, access bridges or borrow areas associated with the proposed bridge construction. A separate written approval must be obtained from the DNR, Division of Water for these types of projects prior to beginning any work within the floodway*.
- 14) Keep the bridge waterway opening free of debris and sediment at all times.

* Note: For regulatory purposes, the floodway is defined on the attached Floodway Map.

DNR PROJECT GENERAL PERMIT CONDITIONS

- 1) Any modifications or additional construction beyond what was shown on plans received at the Division of Water shall require an additional review and approval from the Department of Natural Resources.
- 2) This Permit must be posted and maintained at the project site until the project is completed
- 3) This Permit shall not be assigned or transferred without the prior written approval of the Department of Natural Resources.
- 4) If any prehistoric or historic archaeological artifacts or human remains are uncovered during construction, demolition, or earthmoving activities, state law (Indiana Code 14-21-1-27 and 29) requires that the discovery must be reported to the Department of Natural Resources within two (2) business days.
- 5) This Permit may be revoked by the Department of Natural Resources for violation of any condition or applicable statute or rule.
- 6) The Department of Natural Resources shall have the right to enter upon the site of the permitted activity for the purpose of inspecting the work authorized under this Permit.

Certificate of Approval Attachments: FW-30011_FEMA_FloodplainMap.pdf

RIGHT TO ADMINISTRATIVE REVIEW:

A party may appeal this Department of Natural Resources Action through the administrative review procedures found in the Administrative Orders and Procedures Act, IC 4-21.5, and the rules promulgated thereunder 312 IAC 3-1. If an appeal is filed, the final agency determination will be made by the Natural Resources Commission following a legal proceeding conducted before an Administrative Law Judge. The Department of Natural Resources will be represented by legal counsel at all stages of administrative review.

In order to obtain an administrative review, a written petition must be filed with the Division of Hearings within 18 days of the Mail Date of the Action. The petition must contain specific reasons for the appeal and indicate the portion or portions of the project to which the appeal pertains. The petition must be addressed to the Division of Hearings, Indiana Government Center North, Room N103, 100 North Senate Avenue, Indianapolis, Indiana 46204

SERVICE LIST:

Applicant(s):

Hamilton County Highway Department, Alison Krupski, 1700 South 10th Street, Noblesville, IN 46060

Agent(s):

SJCA P.C., Gregory A Huyck, 9102 North Meridian Street, Suite 200, Indianapolis, IN 46260
Hamilton County Highway Department, Jim Neal, 1700 South 10th Street, Noblesville, IN 46060

Adjacent Landowners and Interested Parties:

Joseph and Pamela Smothers, 220 Carrigan Point, Noblesville, IN 46060
Mark and Wanda Dodd, 101 Edgewater Drive, Noblesville, IN 46062
Angela DeHaven, 7383 East 209th Street, Noblesville, IN 46062
Lee Emerick, 7387 East 209th Street, Noblesville, IN 46062
Charles Kleinhenn, 20901 Edgewater Drive, Noblesville, IN 46062
Joseph and Kimberly Mark, 7381 East 209th Street, Noblesville, IN 46062
Fredrick and Judith Stecher, 7389 East 209th Street, Noblesville, IN 46062
Stanley Kirkpatrick, 218 Carrigan Point, Noblesville, IN 46062

Courtesy Notification:

US Army Corps of Engineers, Louisville District PO Box 59, Louisville, KY 40201
Hamilton County SWCD, Mark McCauley, 1717 Pleasant Street, Suite 100, Noblesville, IN 46060
City of Noblesville Street Department, Denise E Aschleman, 16 South 10th Street, Suite 150, Noblesville, IN 46060
Hamilton County Drainage Board, County Surveyor, 1 Hamilton County Square, Suite 188, Noblesville, IN 46060
Indiana Department of Natural Resources, Division of Law Enforcement District 4 Headquarters 3734 Mounds Road, Anderson, IN 46017

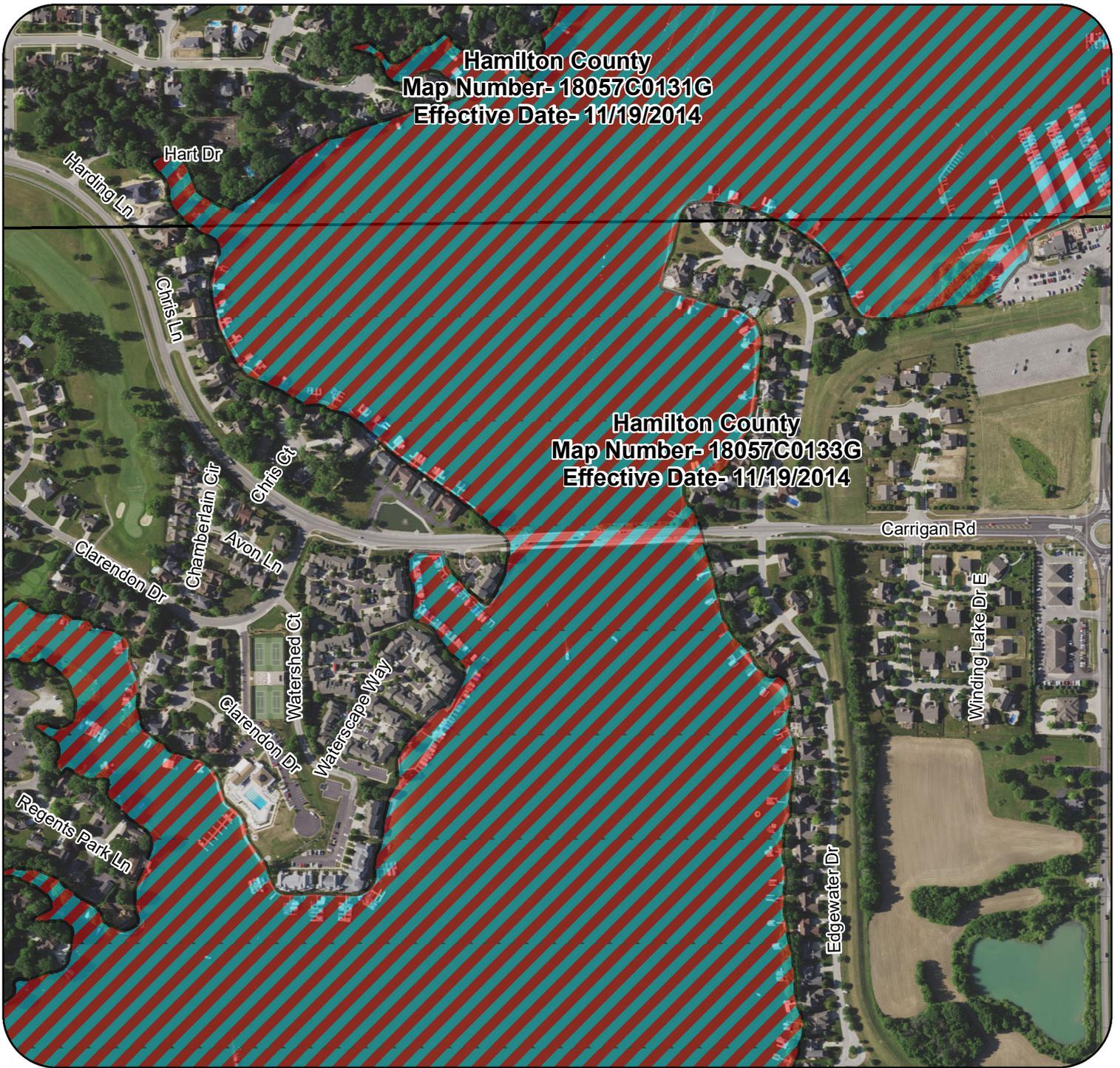
ADDITIONAL PERMITTING AGENCIES:

This is not a waiver of any local ordinance or other state or federal law and does not relieve the permittee of any liability for the effects which the project may have upon the safety of the life or property of others.

This does not relieve the permittee of the responsibility of obtaining permits, approvals, easements, etc. under other regulatory programs administered by, but not limited to, the U.S. Army Corps of Engineers, County Drainage Board, Indiana Department of Environmental Management and local, city, or county floodplain management, planning or zoning commissions.

Hamilton County
 Map Number- 18057C0131G
 Effective Date- 11/19/2014

Hamilton County
 Map Number- 18057C0133G
 Effective Date- 11/19/2014



The Special Flood Hazard Area was derived from the digital representation of FEMA Flood Insurance Rate Maps (FIRM). While this map is provided for information, the FIRMs as published by FEMA are the authoritative documents for the National Flood Insurance Program.



Legend

- Community Boundaries
- Tract Boundaries
- Special Flood Hazard Area/Floodway

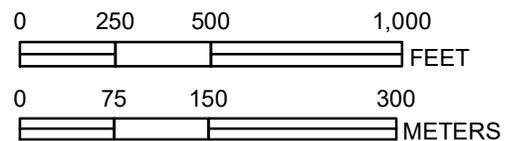
Copies of those maps can be found at <http://msc.fema.gov>

Map Source: FIRM
 File Number: FW-30011

Note
 This map does not reflect changes or amendments which may have been made subsequent to the effective date



MAP SCALE 1" = 500'



Ben Deichmann

From: BAILEY, BRAD L <bb3525@att.com>
Sent: Thursday, September 20, 2018 4:22 PM
To: Ben Deichmann
Subject: RE: Hamilton Bridge No. 98: Project Scoping Meeting

Hello Ben, ATT-D does not have facilities in the area of this bridge. Our facilities end East of this bridge. If there are any future concerns please let me know.

Thanks,

Brad Bailey

OSP / Legal Mandate Engineer
ATO, C&E Central Region

AT&T

240 N Meridian St, Indianapolis, IN 46204
o 317.610.5422 | m 317.459.4769 | bb3525@att.com

MOBILIZING YOUR WORLD

From: Ben Deichmann <bdeichmann@sjca-pc.com>
Sent: Wednesday, September 19, 2018 2:38 PM
To: BAILEY, BRAD L <bb3525@att.com>
Subject: RE: Hamilton Bridge No. 98: Project Scoping Meeting

Here you go, let me know if you have any questions.

Ben Deichmann, PE, LEED AP

SJCA P.C.

Office 317.566.0629
Direct 317.660.4495
Cell 317.439.0859
Fax 317.566.0633

bdeichmann@sjca-pc.com

www.sjca-pc.com



From: BAILEY, BRAD L [<mailto:bb3525@att.com>]
Sent: Wednesday, September 19, 2018 1:50 PM
To: Ben Deichmann <bdeichmann@sjca-pc.com>
Subject: RE: Hamilton Bridge No. 98: Project Scoping Meeting

Hello Ben, I am the ATT contact for this area. Could you please send a PDF map of this site? I can't open the file that was attached.

Thanks,

Brad Bailey

OSP / Legal Mandate Engineer
ATO, C&E Central Region

AT&T

240 N Meridian St, Indianapolis, IN 46204
o 317.610.5422 | m 317.459.4769 | bb3525@att.com

MOBILIZING YOUR WORLD

-----Original Appointment-----

From: SPINDLER, MATT **On Behalf Of** Dan Mullaney

Sent: Tuesday, September 18, 2018 4:01 PM

To: BAILEY, BRAD L; SPINDLER, MATT; utilitycoordination@citizensenergygroup.com; rhonda_dalton@comcast.com; Scott Evans; Rowland, Cindy; kstaley@noblesville.in.us; jbeery@noblesville.in.us; arodewald@noblesville.in.us; Williams, Shawn A.

Subject: FW: Hamilton Bridge No. 98: Project Scoping Meeting

When: Thursday, September 27, 2018 9:00 AM-10:00 AM (UTC-05:00) Indiana (East).

Where: Bridge site; 209th Street East over Morse Reservoir, 0.36 miles West of Hague Road

-----Original Appointment-----

From: bdeichmann@sjca-pc.com <bdeichmann@sjca-pc.com> **On Behalf Of** Dan Mullaney

Sent: Tuesday, September 18, 2018 3:30 PM

To: Dan Mullaney; SPINDLER, MATT; utilitycoordination@citizensenergygroup.com; rhonda_dalton@comcast.com; Scott Evans; Rowland, Cindy; kstaley@noblesville.in.us; jbeery@noblesville.in.us; arodewald@noblesville.in.us; Williams, Shawn A.

Subject: FW: Hamilton Bridge No. 98: Project Scoping Meeting

When: Thursday, September 27, 2018 9:00 AM-10:00 AM (UTC-05:00) Indiana (East).

Where: Bridge site; 209th Street East over Morse Reservoir, 0.36 miles West of Hague Road

All – We are planning to have an initial field check meeting for the Hamilton County Bridge 98 rehabilitation project next Thursday, September 27 at 9 a.m. If you have facilities present, please plan to have a representative present to discuss the project and how the utilities may be impacted. Please do not hesitate to contact me with any questions.

Sincerely,
Ben

Ben Deichmann, PE, LEED AP

SJCA P.C.

Office 317.566.0629

Direct 317.660.4495

Cell 317.439.0859

Fax 317.566.0633

bdeichmann@sjca-pc.com

www.sjca-pc.com

-----Original Appointment-----

From: Dan Mullaney

Sent: Monday, September 17, 2018 8:35 AM

To: Dan Mullaney; Ben Deichmann; Sherly George; Alison M. Krupski

Subject: Hamilton Bridge No. 98: Project Scoping Meeting

When: Thursday, September 27, 2018 9:00 AM-10:00 AM (UTC-05:00) Indiana (East).

Where: Bridge site; 209th Street East over Morse Reservoir, 0.36 miles West of Hague Road

It appears that it may be easier to meet and park on the east side of the bridge. If anyone has any further suggestions about parking, please feel free to share.

<< File: Hamilton Co Bridge 98 (E. 209th Street).kmz >>



Date: November 13, 2019

Subject:

Utility Relocation Work Plan for:	Citizens Energy Group
Facility Type:	Water

Section 1: General Information

A. Hamilton County Project Information

1. Project Number:	
2. Route Number:	E. 209 th Street (Carrigan Rd.) over Morse Reservoir
3. Location:	0.36 miles W of Hague Rd., Hamilton County, IN
4. Work Type:	Bridge Rehabilitation
5. Bid Date:	January 16, 2020
6. Date Work Plan Needed	October 9, 2019
7. Target Date for Utility to be out of conflict with Project	January 16, 2020

B. Utility Designated Contact – Information

1. Designated Contact Name:	Scott Ritter
2. Office telephone:	317-927-4434
3. Mobile telephone:	
4. Email address:	sritter@CitizensEnergyGroup.com
5. Agency name	Citizens Energy Group
6. Address:	2150 Dr. Martin Luther King Jr. St.
7. City, State, Zip Code:	Indianapolis, IN 46202
8. Construction Emergency Contact:	
Name:	CEG Dispatch
Number:	317-927-4434

C. By signing here, the Utility has determined to the best of their ability that they do not have facilities within the project area:

Signature of Utility Representative

Print Name

Date

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



D. Utility Coordinator Contact Information

1.	Utility Coordinator Name:	Benjamin E. Deichmann
2.	Office Telephone:	(317) 566-0629
3.	Mobile Telephone:	(317) 439-0859
4.	Email Address:	bdeichmann@sjca-pc.com
5.	Agency Name:	SJCA P.C.
6.	Address:	9102 N. Meridian Street, Suite 200
7.	City, State, Zip Code	Indianapolis, IN 46260

Section 2: A narrative description of the facility relocation that will be required.

- A. Describe what types of existing active and inactive facilities are present.
Citizens Energy Group (Citizens) has an active 12-inch ductile iron water main within the project limits.

- B. Describe the location of existing active and inactive facilities.
Citizens water main is located hanging off the north side of the existing bridge.

- C. Describe what will be done with existing active and inactive facilities.
The existing water main will remain in place. The existing electrical boxes will be relocated.

- D. Describe the details of the proposed new facilities.
N/A

- E. Describe the proposed location of the new facilities.
N/A

- F. By signing here, the Utility has determined to the best of their ability that they have facilities within the project area and the facilities are not in conflict with the project based upon the plans received on **11/11/19**

Signature of Utility Representative

Print Name

Date

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



Section 3: A statement whether the facility relocation is or is not dependent on the acquisition of additional property interests with a description of that work.

Relocation is not dependent on acquisition of additional property interests

Section 4: A statement whether the utility is or is not willing to allow the Hamilton County contractor to do the required work as part of the highway contract.

Citizens in not willing to allow the Hamilton County Contractor to do the required work

Section 5: From the date the work plan is approved by both parties; please provide the Utility’s pre-construction scheduling information.

A.	The expected lead time in calendar days to obtain required permits:	30
B.	The expected lead time in calendar days to obtain materials:	30
C.	The expected lead time in calendar days to schedule work crews:	60
D.	If the contractor is being selected by competitive bid what is the date of selection?	N/A
E.	The expected lead time in calendar days to obtain new property interests:	N/A
F.	The earliest date when the utility could begin to implement the pre-construction activities of the work plan:	12/1/19
G.	The total number of calendar days for pre-construction activities: (accounting for concurrent activities)	60

Section 6: The Utility Construction Scheduling Information.

A. A statement whether the facility relocation is or is not dependent on work to be done by another utility with a description of that work.

1. Utility A, with a description of the required work.

2. Utility B, with a description of the required work.

3. Utility C, with a description of the required work.



- B. A statement whether the facility relocation is or is not dependent on work to be done by the department or the department’s contractor with a description of that work.
 - 1. Work item A
 - 2. Work item B
 - 3. Work item C
- C. How many calendar days after the events identified in Sec 6 A and B are completed can the utility begin construction: **N/A**
- D. The number of calendar days to complete the relocation work: **30**

Section 7: A drawing of sufficient detail with station, offset, elevations, and scale to show the proposed location of the facility relocation, which takes precedence over the narrative description of the work, needs to be on Hamilton County Construction drawings. CAD files are preferred. Plans must be attached to this Work Plan Document.
See Attached

Section 8: For each work plan the utility shall include a cost estimate for the facility relocation. For reimbursable work the estimate will identify betterment and salvage which is not reimbursable.
N/A

Section 9: For work the utility is entitled to be compensated by the County, the work plan shall include documentation of property interests and compensable land rights.
N/A

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

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

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

Scott Ritter
 Submitter Signature

11/13/19
 Date

Scott Ritter
 Submitter Name Printed



HAMILTON COUNTY use only below this point ----- HAMILTON COUNTY use only below this point

The following sections are to be used by Hamilton County personnel and/or its agents to review the utility relocation work plan.

Section 11: The County shall review the work plan to ensure that it:

Description	Yes	No	Initials
(1.a) is compatible with County permit requirements	<input checked="" type="checkbox"/>	<input type="checkbox"/>	BD
(1.b) is compatible with the project plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	BD
(1.c) is compatible with the construction schedule	<input checked="" type="checkbox"/>	<input type="checkbox"/>	BD
(1.d) is compatible with other utility relocation work plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	BD
(2.a) has reasonable relocation scheme	N/A <input type="checkbox"/>	<input type="checkbox"/>	
(2.b) has a reasonable cost for compensable work	N/A <input type="checkbox"/>	<input type="checkbox"/>	

(Note: Double-click on box under Yes or No to mark it with an "X")

Comments on any sections (1.a – 2.b) that were marked No:

Ben Deil
Reviewer Signature

1/21/2020
Date

BEN DEICHMANN (SJCA P.C.)
Reviewer Name Printed

Section 12: Approved Work Plan.

I have reviewed the work plan and found it acceptable.

Dan Mullaney
Project Manager Signature

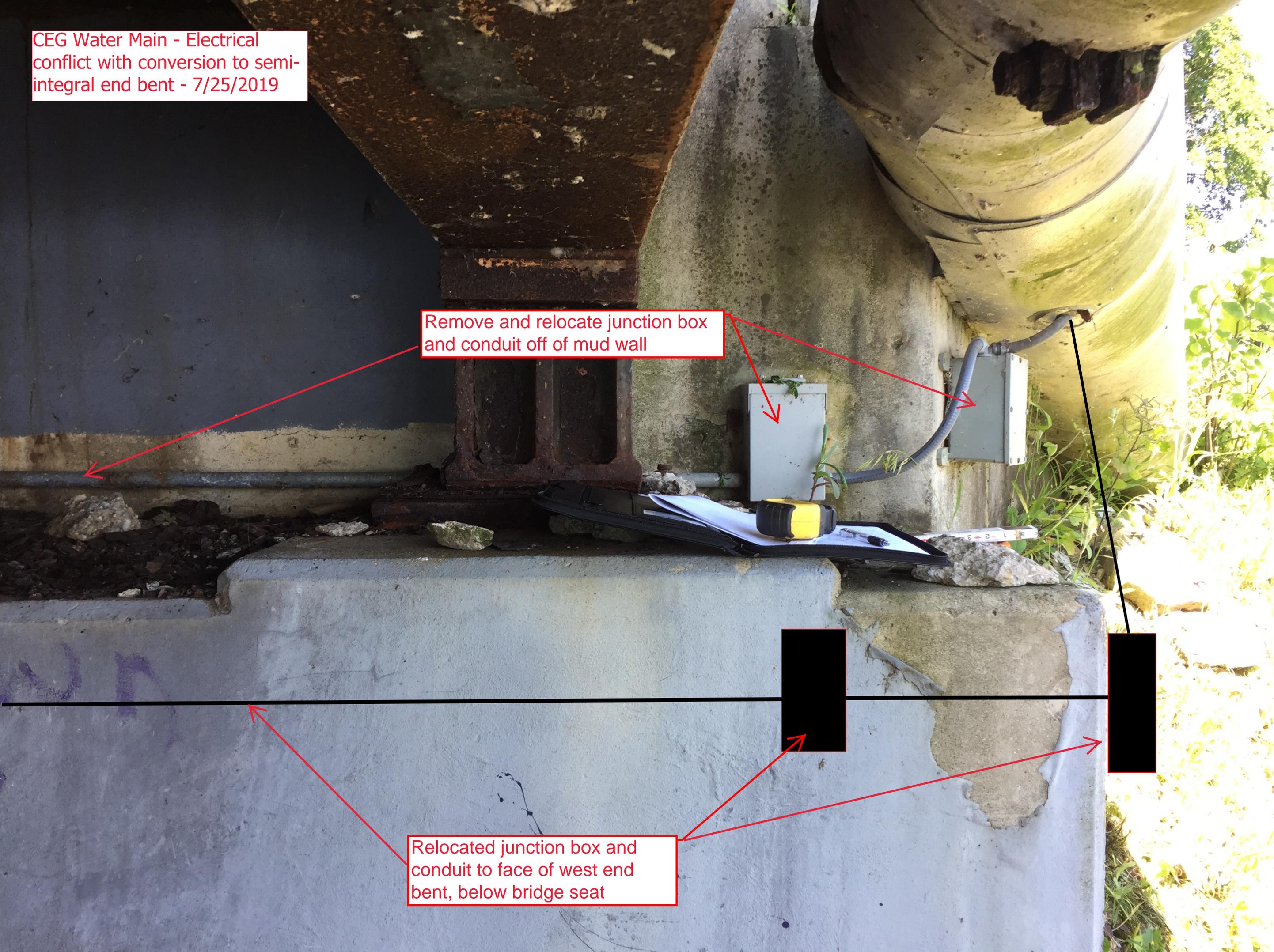
1/22/2020
Date

Dan Mullaney (SJCA P.C.)
Project Manager Name Printed

CEG Water Main - Electrical conflict with conversion to semi-integral end bent - 7/25/2019

Remove and relocate junction box and conduit off of mud wall

Relocated junction box and conduit to face of west end bent, below bridge seat



City of Noblesville

Date: May 22, 2019

Subject:

Utility Relocation Work Plan for:	City of Noblesville
Facility Type:	Sanitary Sewer, Storm Sewer

Section 1: General Information

A. Hamilton County Project Information

1. Project Number:	
2. Route Number:	E. 209 th Street (Carrigan Rd.) over Morse Reservoir
3. Location:	0.36 miles W of Hague Rd., Hamilton County, IN
4. Work Type:	Bridge Rehabilitation
5. Bid Date:	January 2, 2020
6. Date Work Plan Needed	September 14, 2019
7. Target Date for Utility to be out of conflict with Project	June 1, 2020

B. Utility Designated Contact – Information

1. Designated Contact Name:	Andrew Rodewald
2. Office telephone:	317-776-6330
3. Mobile telephone:	
4. Email address:	arodewald@noblesville.in.us
5. Agency name	City of Noblesville
6. Address:	16 S. 10 th Street
7. City, State, Zip Code:	Noblesville, IN 46060
8. Construction Emergency Contact:	
Name:	Andrew Rodewald
Number:	317-776-6330

C. By signing here, the Utility has determined to the best of their ability that they do not have facilities within the project area:

Signature of Utility Representative

Print Name

Date

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

City of Noblesville

D. Utility Coordinator Contact Information

1.	Utility Coordinator Name:	Benjamin E. Deichmann
2.	Office Telephone:	(317) 566-0629
3.	Mobile Telephone:	(317) 439-0859
4.	Email Address:	bdeichmann@sjca-pc.com
5.	Agency Name:	SJCA P.C.
6.	Address:	9102 N. Meridian Street, Suite 200
7.	City, State, Zip Code	Indianapolis, IN 46260

Section 2: A narrative description of the facility relocation that will be required.

- A. Describe what types of existing active and inactive facilities are present.
Existing active storm sewer and sanitary sewer lines are present.

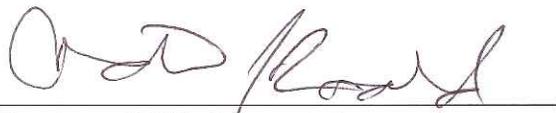
- B. Describe the location of existing active and inactive facilities.
Existing 8" sanitary sewer line and manhole located approximately 300' to the West and 30' South of the West project boundary. (See attached Exhibit)
Existing 12" CMP storm sewer located approximately 330' to the East and 50' to the South of the East project boundary. (See attached Exhibit)

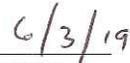
- C. Describe what will be done with existing active and inactive facilities.
N/A

- D. Describe the details of the proposed new facilities.
N/A

- E. Describe the proposed location of the new facilities.
N/A

- F. By signing here, the Utility has determined to the best of their ability that they have facilities within the project area and the facilities are not in conflict with the project based upon the plans received on **April 30, 2019**


Signature of Utility Representative

 
Print Name Date

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

City of Noblesville

- 3. Utility C, with a description of the required work.

- B. A statement whether the facility relocation is or is not dependent on work to be done by the department or the department's contractor with a description of that work.
 - 1. Work item A

 - 2. Work item B

 - 3. Work item C

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

- D. The number of calendar days to complete the relocation work:

Section 7: A drawing of sufficient detail with station, offset, elevations, and scale to show the proposed location of the facility relocation, which takes precedence over the narrative description of the work, needs to be on Hamilton County Construction drawings. CAD files are preferred. Plans must be attached to this Work Plan Document.

Section 8: For each work plan the utility shall include a cost estimate for the facility relocation. For reimbursable work the estimate will identify betterment and salvage which is not reimbursable.

Section 9: For work the utility is entitled to be compensated by the County, the work plan shall include documentation of property interests and compensable land rights.

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

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

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

Submitter Signature

Date

City of Noblesville

 Submitter Name Printed

HAMILTON COUNTY use only below this point ----- HAMILTON COUNTY use only below this point

The following sections are to be used by Hamilton County personnel and/or its agents to review the utility relocation work plan.

Section 11: The County shall review the work plan to ensure that it:

Description	Yes	No	Initials
(1.a) is compatible with County permit requirements	<input checked="" type="checkbox"/>	<input type="checkbox"/>	BD
(1.b) is compatible with the project plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	BD
(1.c) is compatible with the construction schedule	<input checked="" type="checkbox"/>	<input type="checkbox"/>	BD
(1.d) is compatible with other utility relocation work plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	BD
(2.a) has reasonable relocation scheme	N/A <input type="checkbox"/>	<input type="checkbox"/>	
(2.b) has a reasonable cost for compensable work	N/A <input type="checkbox"/>	<input type="checkbox"/>	

(Note: Double-click on box under Yes or No to mark it with an "X")

Comments on any sections (1.a – 2.b) that were marked No:

Ben Deich
 Reviewer Signature

1/21/2020
 Date

BEN DEICHMANN (SJCAP.C.)
 Reviewer Name Printed

Section 12: Approved Work Plan.

I have reviewed the work plan and found it acceptable.

Dan Mullaney
 Project Manager Signature

1/22/2020
 Date

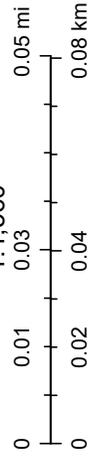
Dan Mullaney (SJCA.P.C.)

Utility Coordination - Bridge 98 (Carrigan Road over Morse Reservoir)



May 22, 2019

1:1,560



- centerlines
 - County
 - Private
 - Municipal
 - State
- Inlets
 - Municipal
 - Private
 - State
- Gravity Lines
 - County
 - Private
 - Municipal
 - State
- Sanitary Manhole
 - Municipal
 - Private
- Grease Traps
 - Private
- Force Mains
 - County
- BMP
 - Municipal
- Outfalls
 - Municipal
 - State



[Type Header text or Logo]

Date:8/20/2019

Subject:

Utility Relocation Work Plan for:	Comcast
Facility Type:	CATV/Communications.

Section 1: General Information

A. Hamilton County Project Information

1. Project Number:	
2. Route Number:	E. 209 th Street (Carrigan Rd.) over Morse Reservoir
3. Location:	0.36 miles W of Hague Rd., Hamilton County, IN
4. Work Type:	Bridge Rehabilitation
5. Bid Date:	January 16, 2020
6. Date Work Plan Needed	October 9, 2019
7. Target Date for Utility to be out of conflict with Project	January 16, 2020

B. Utility Designated Contact – Information

1. Designated Contact Name:	William Morris
2. Office telephone:	317-516-2237
3. Mobile telephone:	317-710-0602
4. Email address:	william_morris@comcast.com
5. Agency name	Comcast
6. Address:	5330 E 65 th St
7. City, State, Zip Code:	Indianapolis,IN 46220
8. Construction Emergency Contact:	For routine questions during regular business hours, please contact William Morris, section 1B; for emergency issues such as damaged facilities, contact 1-800-266-2278 (1-800-COMCAST)
Name:	William Morris
Number:	800-266-2278

C. By signing here, the Utility has determined to the best of their ability that they do not have facilities within the project area:

William Morris

William Morris

8/20/2019

Signature of Utility Representative

Print Name

Date



Date: **August 12, 2019**

Subject:

Utility Relocation Work Plan for:	Duke Energy
Facility Type:	Electric Distribution

Section 1: General Information

A. INDOT/LPA Project Information

1. Des Number.:	NA
2. Route Number:	E. 209th Street (Carrigan Rd.) over Morse Reservoir
3. Location:	0.36 miles W. of Hague Rd., Hamilton County, IN
4. Work Type:	Bridge Rehabilitation
5. Letting Date:	NA
6. Date Work Plan Needed:	September 14, 2019
7. Target Date for Utility to be out of conflict with INDOT Project:	June 1, 2020
Intermediate Phase:	NA
Intermediate Phase:	NA

B. Utility Designated Contact – Information

1. Designated Contact Name:	Dan Benson
2. Office telephone:	317-776-5340
3. Mobile telephone:	317-315-4681
4. Email address:	dan.benson@duke-energy.com
5. Agency name:	Duke Energy
6. Address:	100 S. Mill Creek Rd.
7. City, State, Zip Code:	Noblesville, IN 46062
8. Construction Emergency Contact:	
Name:	Dan Benson
Number:	317-315-4681

**** For Outage and Damage Issues please contact 1-800-521-2232 ****

C. By signing here, the Utility has determined to the best of their ability that they do not have facilities within the project area:

Signature of Utility Representative

Print Name

Date

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



D. INDOT/LPA Utility Coordinator Contact Information

1.	Utility Coordinator Name:	Benjamin E. Deichmann
2.	Office Telephone:	317-566-0629
3.	Mobile Telephone:	317-439-0859
4.	Email Address:	bdeichmann@sjca-pc.com
5.	Agency Name:	SJCA P.C.
6.	Address:	9102 N. Meridian Street, Suite 200
7.	City, State, Zip Code	Indianapolis, IN 46260

Section 2: A narrative description of the facility relocation that will be required. [IAC 13-3-3(c)]

DESCRIBE IN DETAIL

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

There is an existing 3Ø/12kV overhead pole line that runs along the south side of E. 209th Street. At approximately STA 30+00, at pole HMI-12066, the overhead line converts to underground and is routed through the pedestrian bridge decking while spanning across the reservoir. The underground line is then converted back to overhead ,outside of the project limits, on pole HMI-12067. The overhead line then continues east outside of the project limits.

Duke Energy is unable to confirm whether or not there are any underground, inactive Duke Energy facilities present. Regardless, any such inactive facilities should be considered abandoned in place, and therefore, subject to neither removal nor preservation by Duke Energy.

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

There is an existing 3Ø/12kV overhead pole line that runs along the south side of E. 209th Street. At approximately STA 30+00, at pole HMI-12066, the overhead line converts to underground and is routed through the pedestrian bridge decking while spanning across the reservoir. The underground line is then converted back to overhead ,outside of the project limits, on pole HMI-12067. The overhead line then continues east outside of the project limits.

Duke Energy is unable to confirm whether or not there are any underground, inactive Duke Energy facilities present. Regardless, any such inactive facilities should be considered abandoned in place, and therefore, subject to neither removal nor preservation by Duke Energy.

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

Not Applicable.

The existing facilities are deemed not in conflict, relocation is not necessary and it is up to the road contractor to protect in place.

Duke Energy is unable to confirm whether or not there are any underground, inactive Duke Energy facilities present. Regardless, any such inactive facilities should be considered abandoned in place, and therefore, subject to neither removal nor preservation by Duke Energy.

PLEASE REFER TO THE OSHA WEBSITE FOR ALL CLEARANCE REQUIREMENTS BASED ON THE VOLTAGE OF OUR LINES LISTED ABOVE.

http://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=19

WARNING: ANY ORANGE OR YELLOW COVER-UP THAT DUKE ENERGY WOULD PLACE ON THE DISTRIBUTION LINE WOULD BE FOR VISUAL IDENTIFICATION ONLY AND WILL NOT PROTECT AGAINST THE TRAVEL OF ELECTRICITY, THEREFORE ALL WIRES WOULD BE CONSIDERED BARE.



Section 3: A statement whether the facility relocation is or is not dependent on the acquisition of additional property interests with a description of that work.

Section 4: A statement whether the utility is or is not willing to allow the Hamilton County contractor to do the required work as part of the highway contract.

Section 5: From the date the work plan is approved by both parties; please provide the Utility's pre-construction scheduling information.

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

Section 6: The Utility Construction Scheduling Information.

- A. A statement whether the facility relocation is or is not dependent on work to be done by another utility with a description of that work.
 - 1. Utility A, with a description of the required work.

 - 2. Utility B, with a description of the required work.

 - 3. Utility C, with a description of the required work.



B. A statement whether the facility relocation is or is not dependent on work to be done by the department or the department’s contractor with a description of that work.

1. Work item A

2. Work item B

3. Work item C

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

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

Section 7: A drawing of sufficient detail with station, offset, elevations, and scale to show the proposed location of the facility relocation, which takes precedence over the narrative description of the work, needs to be on Hamilton County Construction drawings. CAD files are preferred. Plans must be attached to this Work Plan Document.

Section 8: For each work plan the utility shall include a cost estimate for the facility relocation. For reimbursable work the estimate will identify betterment and salvage which is not reimbursable.

Section 9: For work the utility is entitled to be compensated by the County, the work plan shall include documentation of property interests and compensable land rights.

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

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

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

Submitter Signature

Date

Submitter Name Printed



HAMILTON COUNTY use only below this point ----- HAMILTON COUNTY use only below this point

The following sections are to be used by Hamilton County personnel and/or its agents to review the utility relocation work plan.

Section 11: The County shall review the work plan to ensure that it:

Description	Yes	No	Initials
(1.a) is compatible with County permit requirements	<input checked="" type="checkbox"/>	<input type="checkbox"/>	BD
(1.b) is compatible with the project plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	BD
(1.c) is compatible with the construction schedule	<input checked="" type="checkbox"/>	<input type="checkbox"/>	GD
(1.d) is compatible with other utility relocation work plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	BD
(2.a) has reasonable relocation scheme	N/A <input type="checkbox"/>	<input type="checkbox"/>	
(2.b) has a reasonable cost for compensable work	N/A <input type="checkbox"/>	<input type="checkbox"/>	

(Note: Double-click on box under Yes or No to mark it with an "X")

Comments on any sections (1.a – 2.b) that were marked No:

Ben David
Reviewer Signature

1/21/2020
Date

BEN DEICHMANN (SJCA P.C.)
Reviewer Name Printed

Section 12: Approved Work Plan.

I have reviewed the work plan and found it acceptable.

Dan Mullaney
Project Manager Signature

1/22/2020
Date

Dan Mullaney (SJCA P.C.)
Project Manager Name Printed

Ben Deichmann

From: Costlow, Steve <steve.costlow@ftr.com>
Sent: Friday, September 14, 2018 9:48 AM
To: Ben Deichmann; 'ms4822@att.com'; utilitycoordination@citizensenergygroup.com; rhonda_dalton@comcast.com; Scott Evans; Rowland, Cindy; Utility Cord REQ; gcnewman@marathonpetroleum.com; kstaley@noblesville.in.us; jbeery@noblesville.in.us; joel.norton@energytransfer.com; troy.yackle@energytransfer.com; Eastham, Jonathan W.; 'publicproject@vectren.com'
Cc: Alison M. Krupski; Sherly George; Dan Mullaney
Subject: RE: Hamilton County Bridge 98 - E. 209th Street over Morse Reservoir Bridge Rehabilitation Project_Utility Coordination Initial Notice

Not Frontier area.

Steve Costlow
20905 Hague Road
Noblesville In 46062
317-984-9010

From: Ben Deichmann [mailto:bdeichmann@sjca-pc.com]
Sent: Friday, September 14, 2018 9:32 AM
To: 'ms4822@att.com' <ms4822@att.com>; utilitycoordination@citizensenergygroup.com; rhonda_dalton@comcast.com; Scott Evans <sevans@telecomplacement.com>; Rowland, Cindy <Cindy.Rowland@duke-energy.com>; Utility Cord REQ <utilitycordreq@ftr.com>; Costlow, Steve <steve.costlow@ftr.com>; gcnewman@marathonpetroleum.com; kstaley@noblesville.in.us; jbeery@noblesville.in.us; joel.norton@energytransfer.com; troy.yackle@energytransfer.com; Eastham, Jonathan W. <jeastham@vectren.com>; 'publicproject@vectren.com' <publicproject@vectren.com>
Cc: Alison M. Krupski <Alison.Krupski@hamiltoncounty.in.gov>; Sherly George <sgeorge@sjca-pc.com>; Dan Mullaney <dmullaney@sjca-pc.com>
Subject: Hamilton County Bridge 98 - E. 209th Street over Morse Reservoir Bridge Rehabilitation Project_Utility Coordination Initial Notice

WARNING: External email. Please verify sender before opening attachments or clicking on links.

All - We have been assigned the task of utility coordination for the proposed E. 209th Street (Carrigan Rd.) over Morse Reservoir bridge rehabilitation project for Hamilton County. This locally funded project is located 0.36 miles west of Hague Road in Hamilton County (Google Earth .kmz file attached) and your organization has been identified as possibly having facilities within the project area. Please find attached the Initial Notice for this project; we would request a response to this notice by no later than **October 14, 2018**. If you do not have facilities within the project limits, a work plan template is also attached for you to complete and sign Section 1, items B. and C.

We would request any mapping or drawings of your existing facilities, if available, to assist with the project survey and design efforts. Please send any related correspondence to my attention at the contact information listed within the attached notice and please do not hesitate to contact me with any questions. We look forward to working with you on this project.

Ben Deichmann

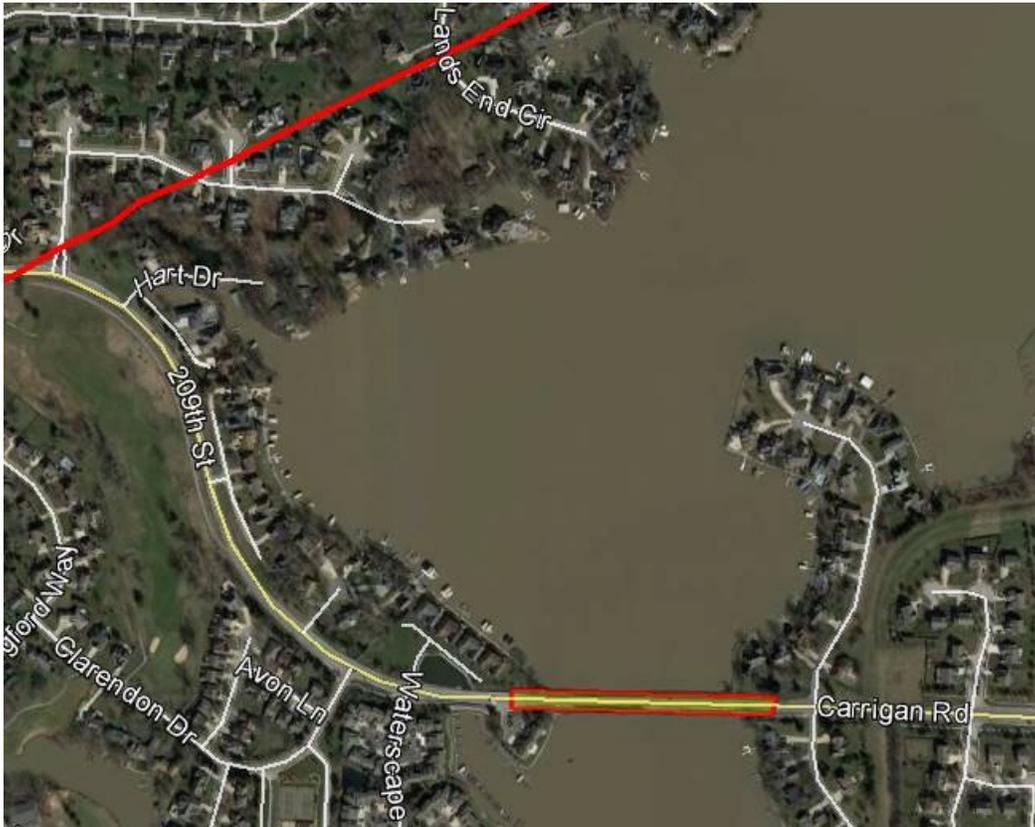
From: Newman, Gregory C. <gcnewman@marathonpetroleum.com>
Sent: Friday, September 14, 2018 11:04 AM
To: Ben Deichmann
Subject: RE: Hamilton County Bridge 98 - E. 209th Street over Morse Reservoir Bridge Rehabilitation Project_Utility Coordination Initial Notice

Ben,

Marathon Pipe Line has "No Facilities" located within the limits of the project.

Thanks,

Greg Newman
Adv. Senior Right of Way Specialist
Marathon Pipe Line LLC
20-C Industrial Drive
Lexington, OH 44904
Office: 419-884-0800, X-236
Cell: 419-564-8826
Fax: 419-884-3717



From: Ben Deichmann <bdeichmann@sjca-pc.com>
Sent: Friday, September 14, 2018 9:32 AM
To: 'ms4822@att.com' <ms4822@att.com>; utilitycoordination@citizensenergygroup.com;

Ben Deichmann

From: Yackle, Troy <Troy.Yackle@energytransfer.com>
Sent: Friday, September 14, 2018 1:25 PM
To: Ben Deichmann; Norton, Joel C.
Cc: Alison M. Krupski; Sherly George; Dan Mullaney; Cloud, Nathan R.; Wood, Mark A.; Yackle, Troy
Subject: RE: Hamilton County Bridge 98 - E. 209th Street over Morse Reservoir Bridge Rehabilitation Project_UTILITY Coordination Initial Notice
Attachments: Hamilton Co Bridge 98_Util Coord Initial Notice Letter.pdf; Hamilton Co Bridge 98 _Work Plan Template.doc; Hamilton Co Bridge 98 (E. 209th Street).kmz

Ben,

Panhandle has no company facilities located within the proposed project limits.

Also, you can replace Joel Norton with Nathan Cloud on future project notifications. Joel has taken a different position with Panhandle and Nathan has taken over as the Midwest Division Pipeline Specialist (317-879-3039; nathan.cloud@energytransfer.com).

Thank you,



Troy A. Yackle

Representative – ROW
Panhandle Eastern Pipe Line Company, LP
Trunkline Gas Company, LLC
Southwest Gas Storage Company
9371 Zionsville Road
Indianapolis, IN 46268

O: 317.733.3213

F: 317.733.3204

C: 563.370.9959

troy.yackle@energytransfer.com

From: Ben Deichmann [mailto:bdeichmann@sjca-pc.com]
Sent: Friday, September 14, 2018 9:32 AM
To: 'ms4822@att.com' <ms4822@att.com>; utilitycoordination@citizensenergygroup.com; rhonda_dalton@comcast.com; Scott Evans <sevans@telecomplacement.com>; Rowland, Cindy <Cindy.Rowland@duke-energy.com>; utilitycordreq@ftr.com; steve.costlow@ftr.com; gcnewman@marathonpetroleum.com; kstaley@noblesville.in.us; jbeery@noblesville.in.us; Norton, Joel C. <Joel.Norton@energytransfer.com>; Yackle, Troy <Troy.Yackle@energytransfer.com>; Eastham, Jonathan W. <jeastham@vectren.com>; 'publicproject@vectren.com' <publicproject@vectren.com>
Cc: Alison M. Krupski <Alison.Krupski@hamiltoncounty.in.gov>; Sherly George <sgeorge@sjca-pc.com>; Dan Mullaney



Date: 09/17/2019

Subject:

Utility Relocation Work Plan for:	Vectren-A CenterPoint Energy Company
Facility Type:	Natural Gas

Section 1: General Information

A. Hamilton County Project Information

1. Project Number:	
2. Route Number:	E. 209 th Street (Carrigan Rd.) over Morse Reservoir
3. Location:	0.36 miles W of Hague Rd., Hamilton County, IN
4. Work Type:	Bridge Rehabilitation
5. Bid Date:	January 16, 2020
6. Date Work Plan Needed	October 9, 2019
7. Target Date for Utility to be out of conflict with Project	January 16, 2020

B. Utility Designated Contact – Information

1. Designated Contact Name:	Shawn Williams
2. Office telephone:	317-776-5574
3. Mobile telephone:	317-790-8475
4. Email address:	Shawn.williams@centerpointenergy.com
5. Agency name	Vectren-A CenterPoint Energy Company
6. Address:	16000 Allisonville RD
7. City, State, Zip Code:	Noblesville, IN, 46060
8. Construction Emergency Contact:	
Name:	24 Hr Call Center
Number:	1-800-227-1376

C. By signing here, the Utility has determined to the best of their ability that they do not have facilities within the project area:

Signature of Utility Representative

Print Name

Date

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



D. Utility Coordinator Contact Information

1.	Utility Coordinator Name:	Benjamin E. Deichmann
2.	Office Telephone:	(317) 566-0629
3.	Mobile Telephone:	(317) 439-0859
4.	Email Address:	bdeichmann@sjca-pc.com
5.	Agency Name:	SJCA P.C.
6.	Address:	9102 N. Meridian Street, Suite 200
7.	City, State, Zip Code	Indianapolis, IN 46260

Section 2: A narrative description of the facility relocation that will be required.

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

Active:

- **8 IN steel medium pressure main**

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

8 IN steel main is attached to the bridge along the S side.

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

The 8 IN steel main will remain in place.

D. Describe the details of the proposed new facilities.

N/A

E. Describe the proposed location of the new facilities.

N/A

F. By signing here, the Utility has determined to the best of their ability that they have facilities within the project area and the facilities are not in conflict with the project based upon the plans received on

8/9/2019

Shawn Williams 09/17/2019

Signature of Utility Representative

Print Name

Date

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



3. Utility C, with a description of the required work.

B. A statement whether the facility relocation is or is not dependent on work to be done by the department or the department’s contractor with a description of that work.

1. Work item A

2. Work item B

3. Work item C

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

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

Section 7: A drawing of sufficient detail with station, offset, elevations, and scale to show the proposed location of the facility relocation, which takes precedence over the narrative description of the work, needs to be on Hamilton County Construction drawings. CAD files are preferred. Plans must be attached to this Work Plan Document.

Section 8: For each work plan the utility shall include a cost estimate for the facility relocation. For reimbursable work the estimate will identify betterment and salvage which is not reimbursable.

Section 9: For work the utility is entitled to be compensated by the County, the work plan shall include documentation of property interests and compensable land rights.

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

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

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

Submitter Signature

Date



 Submitter Name Printed

HAMILTON COUNTY use only below this point ----- HAMILTON COUNTY use only below this point

The following sections are to be used by Hamilton County personnel and/or its agents to review the utility relocation work plan.

Section 11: The County shall review the work plan to ensure that it:

Description	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Initials
(1.a) is compatible with County permit requirements	<input checked="" type="checkbox"/>	<input type="checkbox"/>	BD
(1.b) is compatible with the project plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	BD
(1.c) is compatible with the construction schedule	<input checked="" type="checkbox"/>	<input type="checkbox"/>	BD
(1.d) is compatible with other utility relocation work plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	BD
(2.a) has reasonable relocation scheme	N/A <input type="checkbox"/>	<input type="checkbox"/>	
(2.b) has a reasonable cost for compensable work	N/A <input type="checkbox"/>	<input type="checkbox"/>	

(Note: Double-click on box under Yes or No to mark it with an "X")

Comments on any sections (1.a – 2.b) that were marked No:

Ben Deich
 Reviewer Signature

11/21/2020
 Date

BEN DEICHMANN (STCA P.C.)
 Reviewer Name Printed

Section 12: Approved Work Plan.

I have reviewed the work plan and found it acceptable.

Don Mulvey
 Project Manager Signature

1/22/2020
 Date



Dan Mullaney (SJCA P.C.)
Project Manager Name Printed