

**CONTRACT DOCUMENTS &
SPECIFICATIONS
FOR
2026 LOCAL MILL AND OVERLAY
PROJECT**



**BOARD OF COMMISSIONERS
Johnson County, Indiana**

Through the

The Johnson County Highway Department

CALENDAR YEAR 2026

2026 LOCAL MILL AND OVERLAY PROJECT

JOHNSON COUNTY, INDIANA

CONTRACT DOCUMENTS AND SPECIFICATIONS

BID DATE: JUNE 22, 2026 10:00AM

Board of Commissioners of
Johnson County, Indiana

Board of Commissioners of Johnson County, Indiana

THIS FORM MUST BE ON THE TOP OF YOUR SUBMITTED BID, SUCH THAT IT IS READILY ACCESSIBLE FOR VIEWING AND READING IN THE COMMISSIONERS' PUBLIC MEETING.

BID SUMMARY FORM

DEPARTMENT: Johnson County Highway Department

BID DATE: JUNE 22, 2026 at 10:00am

BID ITEM: 2026 Local Mill and Overlay Project

The undersigned Bidder proposes to provide all materials necessary for complete of the product bid according to the General and/or Special Conditions and Specifications included in the bid documents for the following sum(s):

BIDDER'S NAME: _____

BID AMOUNT: _____

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LEGAL ADVERTISEMENT

NOTICE TO BIDDERS

Notice is hereby given that the Board of County Commissioners of Johnson County, Indiana, in session at the Johnson County Courthouse Annex in Franklin, Indiana will receive sealed bids (to be filed in the Auditor's Office) for the 2026 Local Mill and Overlay Project until the hour of 10:00 A.M. local time on June 22, 2026. The work to be performed is described in the specifications.

All Bidders must be pre-qualified by the Indiana Department of Transportation.

Plans, Specifications, Instructions to Bidders and Bid Forms and other documents for this project may also be downloaded from the Johnson County Highway Department website Bid Opportunities webpage:

<https://www.jchighway.com/bid-opportunities>

Bids shall be submitted on State Board of Accounts Form #96 along with a properly signed Affidavit of Non-Collusion. A 10% bid bond or certified check will be required with the bid and shall be made payable to the Johnson County Board of Commissioners. A performance bond equal to the contract price and a payment bond to insure the payment of subcontractors, material suppliers, contract laborers and persons furnishing services will be required upon award of contract.

No bid may be withdrawn after the scheduled time for opening bids without the written consent of the Board of County Commissioners for a period of 30 days. The Board reserves the right to reject any or all bids and to waive any or all irregularities in any or all bids.

Elizabeth A. Alvey
Johnson County Auditor

INSTRUCTIONS to BIDDERS

Plans, Specifications, Instructions to Bidders and Bid Forms and other documents for this project may be downloaded from the Johnson County Highway Department website Bid Opportunities webpage:

<https://www.jchighway.com/bid-opportunities>

(1) Sealed Bids will be received by the Board of County Commissioners of Johnson County, Indiana, (also referred to herein as "Owner" or "County") at the Office of the Johnson County Auditor until **10:00 A.M.** local time on **Monday June 22, 2026**. Bids will be publicly opened at 10:00 a.m. June 22, 2026 at the Commissioners' Meeting. Any bids received after the designated time will be returned unopened.

(2) Bids must be submitted in a sealed envelope identifying the enclosure as a sealed bid, marked with the name of the bidder, the name of the project being bid, and the date and time when bids are scheduled to be opened. **The sealed envelope containing the bid shall be addressed to and received by the Johnson County Auditor's Office, Court House Annex, 86 W. Court Street, Franklin, Indiana, 46131.**

Each bidder shall furnish with his proposal or bid the following:

- A. STATE BOARD OF ACCOUNTS FORM NO. 96 - Bids shall be submitted on State Board of Accounts Form No. 96, all parts of which must be properly filled out and executed by the bidder.

Bid amounts shall be submitted as follows:

BASE BID - Total bid price for the construction of items covered by the specifications for the bid.

ADD ALTERNATE - Total bid price for the construction of items covered by the specifications for the bid.

- B. ITEMIZED BID FORM - This form, included in the bid packet, shall be filled out and submitted with the proposal indicating the Bidder's unit prices per each line item. The unit price shall be the total unit price for the bid item including labor, equipment, and materials.
- C. PREQUALIFICATION STATEMENT - Each Bidder shall submit as part of its bid a current Certificate of Qualification issued by the Indiana Department of Transportation stating its qualifications to perform the work described within these bid documents as well as any Subcontractor's certification for work not eligible to be performed by the Prime Contractor.
- D. SUBCONTRACTOR'S INFORMATION FORM - Each bidder shall submit a

completed Subcontractor's Information Form.

- E. SUPERINTENDENT SUBMITTAL FORM - Each bidder shall submit a completed Superintendent Submittal Form.
- F. 10% BID BOND, CASHIER'S CHECK OR CERTIFIED CHECK - Each bidder shall submit a 10% bid bond, cashier's check or certified check which shall be included with the proposal and shall be made payable to the Johnson County Board of Commissioners.

Cashier's or Certified Checks will be returned to unsuccessful bidders after a contract has been executed with the successful bidder or within thirty (30) days after opening bids. If the successful bidder does not enter into a contract and post a satisfactory performance bond with the County within ten (10) days from the time the bidder has been notified of the acceptance of its bid, its bond or check shall be forfeited to the County as liquidated damages for failure to do so.

The successful bidder will be required to execute a contract on a form provided by the Owner. The successful bidder will also be required to furnish satisfactory performance and payment bond described herein to the full amount of the contract price, to secure the fulfillment of the contract. Premiums for such bonds shall be paid by the Contractor.

- G. NON-COLLUSION AFFIDAVIT - The affidavit must be signed by the person, member of the firm, or authorized officer of the corporation making the proposal, and if made by a member of a firm or an officer of a corporation, the affidavit must be made on behalf of said firm or corporation.

(3) The bidder must submit its proposal on the forms furnished by the County. The blank spaces in the proposal forms must be filled in correctly. The bidder must state in numerals and, where requested, in words the price for which it proposes to do the work contemplated. It shall show the total lump sum price. All entries shall be typed or in ink, except the signature of the Bidder must be in ink.

The Bidder shall sign its proposal correctly. If the proposal is made by an individual, his/her name and post office address must be shown. If made by a partnership, it must be signed by a general partner of the partnership submitting the proposal, and his/her name and post office address must be shown. If made by a corporation, the proposal must show the name of the state under whose laws the corporation is chartered, name and business addresses of its executive officers, and be signed by the authorized official or officials of the corporation.

(4) The bidder is required to examine carefully the job sites, proposal, General Conditions, Special Provisions and contract form pertaining to the work contemplated. The submission of a bid or proposal shall be considered prima facie evidence that the bidder has judged for and satisfied itself as to the conditions to be encountered, the character, quality and quantities of work to be performed and materials to be furnished, and the requirements of these specifications and the contract.

(5) Any bidder may withdraw its bid at any time prior to the scheduled time for receipt and opening of bids. No bid shall be withdrawn after the opening of bids without the written consent of the

Owner for a period of thirty (30) days after the scheduled time for opening bids. Bonds or certified checks of unsuccessful bidders will be returned after a contract has been executed with the successful bidder, or within thirty (30) days after date of opening of bids.

(6) Any bid not signed by the individual making same shall have attached to it a Power of Attorney evidencing authority to sign the bid in the name of person for whom it was signed.

(7) The successful Bidder shall provide a 100% performance bond, a payment bond in an amount equal to the Contract price to insure payment of sub-contractors, laborers, material suppliers and persons furnishing services on this Contract, and, upon completion of the work, a maintenance bond to cover defective materials and workmanship for one year. These bonds are to be executed by the Contractor to the County, and approved by and for the benefit of the Johnson County Board of Commissioners.

(8) **START OF WORK** - Unless otherwise provided, the Contractor shall start after issuance of the "Notice to Proceed."

In no case shall the Contractor begin work prior to approval of the Contract.

2026 LOCAL MILL AND OVERLAY PROJECT
ITEMIZED BID TAB

Item No.	Inventor y ID #	TOWNSHIP	ROAD NAME	FROM	TO	AVERAGE PAVEMENT WIDTH	Length	Estimated SYS	DESCRIPTION	LBS./SYS.	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
G1									Project Mobilization Demobilization		1	LS		\$ -
G2									Project Traffic Maintenance		1	LS		\$ -
1	0000WA	Franklin	N CENTERLINE RD	100ft North of CR 260 N	Park Forest South Dr	21	7860	16666	HMA Surface, Type C, 9.5 mm	165	1375	Ton		\$ -
1A									HMA Intermediate, Type C, 19.0mm	330	2750	Ton		\$ -
1B									Asphalt for Tack Coat		33332	Sys.		\$ -
1C									Milling, Asphalt or Concrete, 4.5 in		16666	Sys.		\$ -
1D									Temporary Pavement Marking Tape, Type 1, Yellow 4 in		9662	LFT		\$ -
1E									Line, Paint, Solid, Yellow, 4 in		8131	LFT		\$ -
1F									Line, Paint, Skip, Yellow, 4 in		1531	LFT		\$ -
1G									Line, Paint, Solid, White, 4 in		15660	LFT		\$ -
2	225ED	Pleasant	N GRAHAM RD	Approx 360ft N of 400N	Approx 2,700ft N of 400N	22	2338	5244	HMA Surface, Type C, 9.5 mm	165	433	Ton		\$ -
2A									Asphalt for Tack Coat		5244	Sys.		\$ -
2B									Milling, Asphalt or Concrete, 1.5 in		5244	Sys.		\$ -
2C									Temporary Pavement Marking Tape, Type 1, Yellow 4 in		591	LFT		\$ -
2D									Line, Paint, Solid, Yellow, 4 in		0	LFT		\$ -
2E									Line, Paint, Skip, Yellow, 4 in		591	LFT		\$ -
2F									Line, Paint, Solid, White, 4 in		4676	LFT		\$ -
3	400SG	Blue River	E CR 400 S	US 31	700E	19	2299	5541	HMA Surface, Type C, 9.5 mm	165	457	Ton		\$ -
3A									Asphalt for Tack Coat		5541	Sys.		\$ -
3B									Milling, Asphalt or Concrete, 1.5 in		5541	Sys.		\$ -
3C									Temporary Pavement Marking Tape, Type 1, Yellow 4 in		4657	LFT		\$ -
3D									Pavement Markings, Railroad Crossing, Complete, Per INDOT Standards		1	EA		\$ -
3E									Line, Paint, Solid, Yellow, 4 in		4657	LFT		\$ -
3F									Line, Paint, Skip, Yellow, 4 in		0	LFT		\$ -
3G									Line, Paint, Solid, White, 4 in		4598	LFT		\$ -
4	400WC	White River	BERRY RD	800N	Approx 140ft S of 900N	25	3703	10644	HMA Surface, Type C, 9.5 mm	165	878	Ton		\$ -
4A									Asphalt for Tack Coat		10644	Sys.		\$ -
4B									Snowplowable Raised Pavement Marker, Remove		74	EA		\$ -
4C									Milling, Asphalt or Concrete, 1.5 in		10644	Sys.		\$ -
4D									Temporary Pavement Marking Tape, Type 1, Yellow 4 in		7406	LFT		\$ -
4E									Transverse Marking, Thermoplastic, Stop Line, White, 24 in.		24	LFT		\$ -
4F									Line, Paint, Solid, White, 8 IN. (45deg angle, 15ft spacing)		50	LFT		\$ -
4G									Line, Paint, Solid, Yellow, 4 in		7632	LFT		\$ -
4H									Line, Paint, Skip, Yellow, 4 in		0	LFT		\$ -
4I									Line, Paint, Solid, White, 4 in		7406	LFT		\$ -
5	650SD	Blue River	E CR 650 S	Dead End	US 31	24	217	551	HMA Surface, Type C, 9.5 mm	165	45	Ton		\$ -
5A									Asphalt for Tack Coat		551	Sys.		\$ -
5B									Milling, Asphalt or Concrete, 1.5 in		551	Sys.		\$ -
5F									Line, Paint, Solid, White, 4 in		434	LFT		\$ -
6	700EA	Clark	N CR 700 E	Marion CL	1075N	25	1343	3358	HMA Surface, Type C, 9.5 mm	165	277	Ton		\$ -
6A									Asphalt for Tack Coat		3358	Sys.		\$ -
6B									Milling, Asphalt or Concrete, 1.5 in		3358	Sys.		\$ -
6C									Temporary Pavement Marking Tape, Type 1, Yellow 4 in		1930	LFT		\$ -
6D									Line, Paint, Solid, Yellow, 4 in		1670	LFT		\$ -
6E									Line, Paint, Skip, Yellow, 4 in		260	LFT		\$ -
6F									Line, Paint, Solid, White, 4 in		2686	LFT		\$ -
7	700EB	Clark	N CR 700 E	1075N	1050N	25	1290	3297	HMA Surface, Type C, 9.5 mm	165	272	Ton		\$ -
7A									Asphalt for Tack Coat		3297	Sys.		\$ -
7B									Milling, Asphalt or Concrete, 1.5 in		3297	Sys.		\$ -
7C									Temporary Pavement Marking Tape, Type 1, Yellow 4 in		940	LFT		\$ -
7D									Line, Paint, Solid, Yellow, 4 in		607	LFT		\$ -
7E									Line, Paint, Skip, Yellow, 4 in		333	LFT		\$ -
7F									Line, Paint, Solid, White, 4 in		2580	LFT		\$ -
8	S0301	White River	Cedar Lane	400W	Dead End	25	1290	3603	HMA Surface, Type B, 9.5 mm	165	297	Ton		\$ -
8A									Asphalt for Tack Coat		3603	Sys.		\$ -
8B									Milling, Asphalt or Concrete, 1.5 in		3603	Sys.		\$ -
9	S0503	White River	Brentridge Parkway	Morgantown Rd	Forest Hills Subdivision	22	3258	8446	HMA Surface, Type B, 9.5 mm	165	697	Ton		\$ -
9A									HMA Intermediate, Type C, 19.0mm	330	223	Ton		\$ -
9B									Asphalt for Tack Coat		9793	Sys.		\$ -
9C									Milling, Asphalt or Concrete, 1.5 in		7099	SYS		\$ -
9D									Milling, Asphalt or Concrete, 4.5 in		1347	Sys.		\$ -
10	S7004	White River	Brentridge Parkway	Forest Hills Subdivision	Dead End	24	500	1328	HMA Surface, Type B, 9.5 mm	165	110	Ton		\$ -
10A									Asphalt for Tack Coat		1328	Sys.		\$ -
10B									Milling, Asphalt or Concrete, 1.5 in		1328	Sys.		\$ -
11	S1122	White River	Leisure Lane	North end of Bridge	County Line Rd	23	6196	15816	HMA Surface, Type B, 9.5 mm	165	1305	Ton		\$ -
11A									HMA Intermediate, Type C, 19.0mm	330	676	Ton		\$ -
11B									Asphalt for Tack Coat		19650	Sys.		\$ -
11C									Milling, Asphalt or Concrete, 1.5 in		11982	Sys.		\$ -
11D									Milling, Asphalt or Concrete, 4.5 in		3834	Sys.		\$ -

2026 LOCAL MILL AND OVERLAY PROJECT
ITEMIZED BID TAB

Item No.	Inventor y ID #	TOWNSHIP	ROAD NAME	FROM	TO	AVERAGE PAVEMENT WIDTH	Length	Estimated SYS	DESCRIPTION	LBS./SYS.	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
12	1000ND	White River	W FAIRVIEW RD	Roundabout at Morgantown Rd				5473	HMA Surface, Type C, 9.5 mm	165	452	Ton		\$ -
12A									Asphalt for Tack Coat		5473	Sys.		\$ -
12B									Milling, Asphalt or Concrete, 1.5 in		5473	Sys.		\$ -
12C									Transverse Marking, Paint, Crosswalk Line, White, 24 IN.		304	LFT		\$ -
12D									Transverse Marking, Paint, Yield Line, White, 27 IN.		103	LFT		\$ -
12E									Pavement Message Marking, Paint, Lane Indication Arrow, Roundabout Left/Thru		2	EACH		\$ -
12F									Pavement Message Marking, Paint, Lane Indication Arrow, Roundabout Right/Thru		1	EACH		\$ -
12G									Pavement Message Marking, Paint, Lane Indication Arrow, Roundabout Left Only		1	EACH		\$ -
12H									Pavement Message Marking, Paint, Lane Indication Arrow, Turn Arrow Right Only		2	EACH		\$ -
12I									Pavement Message Marking, Paint, Lane Indication Arrow, Turn Arrow Left Only		0	EACH		\$ -
12J									Temporary Pavement Marking Tape, Type 1, Yellow 4 in		2166	LFT		\$ -
12K									Line, Paint, Solid, Yellow, 4 in		2166	LFT		\$ -
12L									Line, Paint, Solid, White, 4 in		1442	LFT		\$ -
12M									Line, Paint, Dotted, White, 4 IN., 2ft long, 2ft gap		178	LFT		\$ -
12N									Line, Paint, Dotted, White, 8 IN., 2ft long, 2ft gap		300	LFT		\$ -
13	500ND	White River	W CR 500 N	Roundabout at Morgantown Rd				4355	HMA Surface, Type C, 9.5 mm	165	359	Ton		\$ -
13A									Asphalt for Tack Coat		4355	Sys.		\$ -
13B									Milling, Asphalt or Concrete, 1.5 in		4355	Sys.		\$ -
13C									Transverse Marking, Paint, Crosswalk Line, White, 24 IN.		304	LFT		\$ -
13D									Transverse Marking, Paint, Yield Line, White, 27 IN.		76	LFT		\$ -
13E									Line, Paint, Solid, Yellow, 4 in		1339	LFT		\$ -
13F									Line, Paint, Solid, White, 4 in		198	LFT		\$ -
13G									Line, Paint, Dotted, White, 8 IN., 2ft long, 2ft gap		190	LFT		\$ -

Total Base Bid: _____
WRITE IN WORDS

\$ _____ \$0.00
DOLLARS



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

Prescribed by State Board of Accounts

PART I

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

Date (month, day, year): _____

1. Governmental Unit (Owner): Johnson County Board of Commissioners

2. County : Johnson County

3. Bidder (Firm): _____

Address: _____

City/State/ZIP code: _____

4. Telephone Number: _____

5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of 2026 Local Mill and Overlay Project

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

Johnson County Highway Department and dated _____ for the sum of

_____ \$ _____

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

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

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

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

(If applicable)

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

ACCEPTANCE

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

Contracting Authority Members:

	Brian P. Baird, Chairman
	Kevin M. Walls, Member
	Ronald H. West, Member

PART II

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

Governmental Unit: _____

Bidder (Firm) _____

Date (month, day, year): _____

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

SECTION I EXPERIENCE QUESTIONNAIRE

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

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

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

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

3. Have you ever failed to complete any work awarded to you? _____ if so, where and why?

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

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

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

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

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

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

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

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

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

BIDOF

(Contractor)

(Address)

FOR
PUBLIC WORKS PROJECTS
OF

Filed _____

Action Taken _____

IN TESTIMONY WHEREOF, the Bidder (an individual) has hereunto set his/her hand this _____ day of _____, 20____.

BY _____
Bidder

IN TESTIMONY WHEREOF, the Bidder (an unincorporated firm) has hereunto set its hand this _____ day of _____, 20____.

BY _____
Firm Name

BY _____
Individual Name

IN TESTIMONY WHEREOF, Bidder (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this _____ day of _____, 20____.

BY _____
Name of Corporation

BY _____
President

BY _____
Secretary

Official Address of Bidder:

DEFINITION OF TERMS

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

STANDARD SPECIFICATIONS:

2026 Edition of the Indiana Department of Transportation Standard Specifications and current Supplemental Specifications

DEPARTMENT/ CONTRACT SERVICES SECTION/ DIVISION OF MATERIALS AND TESTS/ PROCUREMENT AND DISTRIBUTION DIVISION/ DISTRICT/ DISTRICT TRAFFIC ENGINEER:

Johnson County Highway Department

OWNER/COUNTY:

Board of County Commissioners of Johnson County, Indiana

ENGINEER:

The Registered Professional Engineer representing the Johnson County Highway Department or an authorized representative of the Owner.

INSPECTOR:

The representative of the Owner which may include the Johnson County Highway Engineer or the Engineer's representative.

PERFORMANCE BOND:

The approved form of security, furnished and executed by the bidder and its surety or sureties, guaranteeing complete execution of the contract, as defined herein, and for the payment of all legal debts pertaining to the construction of the project. The performance bond will be in effect after both parties have signed the contract and the contract has been approved by the Johnson County Attorney.

GENERAL CONDITIONS

PERFORMANCE AND PAYMENT BOND

Prior to commencement of the work described herein the Contractor shall furnish a 100% performance bond covering the faithful performance of the Contract, and a payment bond in an amount equal to the Contract price to insure payment of all obligations arising hereunder including payment of sub-contractors, laborers, material suppliers and persons furnishing services on this Contract. These bonds are to be executed by the Contractor to the County, and approved by and for the benefit of the Johnson County Board of Commissioners. The payment bond cannot be released until one year after the Board's final settlement with the Contractor. The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney.

MATERIAL GUARANTY

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

AWARD AND EXECUTION OF CONTRACT

The total bid price submitted by the Contractor for completing all items shown and described in the bid packet will be considered the total bid and all proposals will be evaluated on that basis. The County reserves the right to reject any and all bids and the right to waive any or all irregularities in any or all bids.

PAYMENT FOR WORK COMPLETED

The contractor shall submit invoices for work done to the Engineer for payment. These invoices will be paid according to Johnson County's standard payment schedule. The invoices will be approved by the Engineer upon his/her verification that the work being invoiced has actually been completed. Invoices submitted to the Engineer not later the second Monday of the month will be paid on the fourth Monday of the month. Invoices submitted to the Engineer not later the Fourth Monday of the month will be paid on the second Monday of the following month.

Payment will be made for work done with a retainage of 5%. Invoices shall show the appropriate retainage for the work being claimed. Johnson County Claim Forms shall be for the amount to be paid after deducting the 5% retainage. The retainage will be paid to the contractor 61 days after final completion and acceptance of the work as detailed in the specimen contract.

EXAMINATION OF PLANS, SPECIFICATIONS, AND SITES

Bidders are expected to examine the roads before submitting proposals, and must satisfy themselves by personal examination of the locations of the proposed work, and other such methods as may be required, as to the accuracy of the estimates of the work to be done. Bidders shall not at any time after the opening of bids dispute or complain of the statement or estimate of the County nor assert that there was any misunderstanding as to the nature or scope of the work to be done. The quantities shown on the Itemized Bid Form are the estimated quantities required to complete the work shown on the plans or required by the specifications. These quantities are intended to be true and correct but are not guaranteed and the County will not be responsible for any errors in the estimate or for any omission in the work.

The true intent of the General Conditions, Standard Specifications, Supplemental Provisions and Special Provisions is to prescribe a complete work or improvement which the Contractor undertakes to do, complete in detail, in full compliance with the proposal and contract. It is understood that the Contractor, for all or any part, shall furnish all materials, equipment, tools, supplies, transportation, labor and incidentals required to execute the contract in a satisfactory and workmanlike manner, unless otherwise provided in the specifications, Special Provisions, or contract.

CONTRACT QUESTIONS

All questions must be submitted in writing prior to **5:00 p.m. local time, Wednesday, June 17, 2026**. Questions can be e-mailed to Daniel Johnston djohnston@johnsoncounty.in.gov. A written response will be e-mailed. No questions will be answered by telephone.

MATERIALS AND WORKMANSHIP

All work will be under the supervision of the Johnson County Highway Department. All materials and construction shall conform to the 2026 Edition of the Indiana Department of Transportation Standard Specifications, and Supplemental Specifications and the Special Provisions for this contract.

DEFECTIVE AND/OR UNAUTHORIZED WORK OR MATERIALS

All materials which do not meet the requirements of these specifications, and materials which have become mixed with dirt or other foreign substance, or have from any cause become unsuitable, will be rejected and shall be removed from the work unless the Engineer permits them to remain. No rejected materials, the defects of which have been subsequently corrected, shall be used until approved by the Engineer or the Inspector. Should the Contractor fail to remove rejected materials within the time specified, the Owner will have the authority to cause their removal at the expense of the Contractor, or to annul the contract as set out under "Annulment of Contract."

Whenever inspection shows, in the opinion of the Engineer or the Inspector, that portions of the work were not constructed in compliance with terms of the contract, the Engineer or the Inspector will require the Contractor to remove and replace such portions, and any expense incurred by such corrections shall be borne by the Contractor.

Work done without lines and grades being given, work done beyond the lines and grades shown on the plans or as otherwise given, except as may be provided herein, will be considered unauthorized and at the expense of the Contractor, and will not be paid for by the County. Work so done may be ordered removed and replaced at the Contractor's expense. Should the Contractor fail to remove or renew defective material or work or unauthorized work within the time specified the County will have the authority to cause such work to be done at the Contractor's expense.

FINAL INSPECTION

The Engineer or the Inspector will make a final inspection of all work included in the contract as soon as possible after being notified by the Contractor that the work is completed, or after the Engineer or the Inspector's records show that the work is nearing completion. If the work is not acceptable to the Engineer or the Inspector at the time of such inspection, he/she shall advise the Contractor in writing as to the particular defects to be remedied before final acceptance. If, within a period of 10 days after such notice, the Contractor has not taken steps to speedily repair or replace the defective work as outlined by the Engineer or the Inspector, the Owner may, without further notice and without in any way impairing the contract, make such arrangements as it may deem necessary to have the work completed in a satisfactory manner. The cost of so completing the work may be deducted from any monies due or which may become due to the Contractor on his contract.

MAINTENANCE OF TRAFFIC

Maintenance of traffic shall conform to the latest edition of the Manual on Uniform Traffic Control Devices, 2026 Edition of the Indiana Department of Transportation Standard Specifications, and most recent edition of the Supplemental Specifications. The Contractor shall provide all labor, equipment and materials as required to maintain one-way traffic at all times on all roads. This shall include, but not be limited to, erection of warning signs, regulatory signs, barricades, flag men, arrow boards, and provisions for temporary access to all adjacent property (where necessary). The Contractor shall supply flag men, equipped with two-way radios for communication, at both ends of the construction or paving zone to provide uniform, one-way traffic flow thru the site at all times. A typical Traffic Control diagram and layout which shall be utilized by the Contractor on each road being paved shall be submitted for approval at the Pre-Construction Conference. No work shall commence until approval of this diagram is given by the Highway Engineer. Approval of said diagram will not relieve the Contractor of the liability and responsibility of providing further traffic control as needed.

PERMITS AND LICENSES

The Contractor shall procure, at his own expense, all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. The Contractor will be required to furnish a certificate from the Indiana State Industrial Board as evidence that he has complied with the provisions of the "Indiana Workman's Compensation Act," Chapter 69 of the Acts of the Indiana General Assembly, 1937.

TEMPORARY AND LONG TERM SUSPENSION OF WORK

The work may be suspended by the Engineer or the Inspector, wholly or in part, for such period or periods as may be necessary on account of:

1. Failure on the part of the Contractor to carry out instructions given, or failure to perform any or all provisions of the contract.
2. Any other conditions which, in the judgment of the Engineer or the Inspector make work impractical.

No additional compensation shall be paid the Contractor because of such suspension. The Contractor shall not suspend work without written authority from the Engineer or the Inspector. Work shall recommence only upon the direction of the Engineer or the Inspector.

ANNULMENT OF CONTRACT

If the Contractor fails or refuses to perform the work in an acceptable manner, the County may give notice in writing to the Contractor and his Surety, if any, of such failure or refusal, specifying the same and directing what action shall be taken. Any one or more of the following will be considered sufficient justification for such notice:

1. Failure to begin work under contract within the time specified.
2. Failure to perform the work with sufficient supervision, workmen, equipment, and materials to insure the prompt completion of said work.
3. Unsuitable performance of the work.
4. Neglecting or refusal to remove defective materials, or failure to perform anew such work as shall have been rejected.
5. Discontinuing the prosecution of the work or any part of it.
6. Inability to finance the work adequately.
7. The Contractor's failure for any other reason to carry on the work in an acceptable manner.

If the Contractor or his Surety, if any, within a period of 10 days after such notice, does not proceed in compliance therewith, then the County will have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the said Contractor, to appropriate or use any or all materials and equipment on the jobsite as may be suitable and acceptable, and may at its option, turn the work over to the Surety, if any, or enter into an agreement with another Contractor for the completion of the Contract according to the terms and provisions thereof, or it may use such other methods as in its opinion shall be required for the completion of said contract in an acceptable manner.

If the Contractor is a foreign corporation, it shall be required to furnish a certificate from the Secretary of State of Indiana, as evidence that the corporation has complied with the Indiana Foreign Corporation Statutes, and that the corporation is authorized to transact business in the State of Indiana.

PUBLIC CONVENIENCE AND SAFETY

The Contractor shall at all times conduct the work in such a manner as to ensure the least obstruction to traffic. Materials stored upon the site shall be placed so as to cause only such inconvenience to the traveling public and residents as is considered unavoidable.

The importance the Engineer and the Owner attaches to safety cannot be overemphasized. The Owner reserves the right, at its discretion, to disallow for payment any work performed where the proper safety precautions were not being observed.

PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall not enter upon private property for any purpose in connection with the work without obtaining proper permission. The Contractor shall be responsible for the preservation from injury or damage of all public and private property adjacent to the work resulting from the execution or non-execution of the work under its contract. The Contractor shall take all necessary precautions to prevent damage to trees, crops, pipes, cables, conduits and other underground structures, and public utilities, and shall carefully protect from disturbance or damage all land monuments and property marks until an authorized agent has witnessed or otherwise referenced their locations, and shall not remove them until directed. The Contractor shall notify the Engineer, the Inspector and the County Surveyor if any section corners are found or are expected to be located within the work area.

Where or when any damage or injury is done to public or private property on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof on the part of the Contractor, the Contractor shall restore or compensate for any such damage or injury in an acceptable manner. In case of failure on the part of the Contractor to restore or compensate for such property damage or injury, the Johnson County Highway Department may, upon 48 hours notice, proceed to repair, compensate, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any monies due or which may become due the Contractor under this Contract.

The Contractor shall not be released from responsibility as outlined above until the work has been completed and accepted.

CONTRACTOR'S RESPONSIBILITY FOR WORK

Until final acceptance of the work by the County, the Contractor shall be responsible for all work and make good any damage sustained from any cause whatsoever.

No equipment of any kind shall be operated on or transported over any pavement surface when such equipment causes spalling at joints or edges, or damages in any way any surface, either finished or unfinished. The Contractor shall rebuild and repair, at its own expense, all injuries or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance.

All costs incurred by the County in completing the work under the contract shall be deducted from any monies due or which may become due said Contractor. In case the expense so incurred by the County shall be less than the sum which would have been payable under the contract if it had been completed by said Contractor, then the Contractor shall be entitled to receive the difference; however, in case such expense shall exceed the sum which would have been payable under the contract, then the Contractor and its Surety shall be liable and shall pay to the County the amount of said excess.

By taking over the prosecution of the work, the County does not forfeit the right to recover damages from the Contractor or its Surety, if any, for its failure to complete the work in the time specified.

TERMINATION OF CONTRACTOR'S RESPONSIBILITY

The contract shall be considered as completed after all work provided for therein has been finally accepted by the Engineer or County Inspector and final payment has been made. Before final payment the Contractor shall provide an affidavit to the Owner stating that all labor and materials connected with this project have been paid in full by the Contractor. The Contractor shall then be released from all further obligations, except as provided under "Waiver of Legal Rights."

NOTICE TO PROCEED

After the contract has been executed and approved, and after receipt by the county of all required bonds, the County shall issue to the contractor a written "Notice to Proceed".

STARTING OF WORK

Unless otherwise provided, the Contractor shall start work on the contract after the date of "Notice to Proceed."

RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor shall save and hold harmless the County and its officers, agents and employees from and against all suits and claims that may be based on alleged injury to any person or property that may occur, or may be alleged to have occurred, in the course of the performance of the contract by the Contractor, whether such claims shall be made by an employee of the Contractor or by a third person, and whether or not it shall be claimed that the alleged injury was caused by negligent act or omission of the Contractor; and the Contractor shall at its own cost and expense, pay all charges and attorney's fees, and all cost and other expense, arising there from or incurred in connection therewith, and if judgment shall be rendered against the County, the Johnson County Highway Department or any officer, agent or employee of any thereof, the Contractor shall at its own cost and expense satisfy and discharge same.

INSURANCE

The Contractor shall be required to carry Worker's Compensation and Occupational Disease Insurance including Employer's Liability Insurance in amounts and with companies satisfactory to the County. In addition, the Contractor shall be required to carry a Comprehensive Liability form of insurance, and Automobile Liability Insurance. Minimum coverage limits of the required insurance shall be as described in Section Nine of the attached Specimen Contract. The Contractor's Liability is not to be limited by the amount specified in the insurance policies.

ADDITIONAL INSURED

The Contractor shall submit a "Certificate of Insurance" indicating the above necessary coverage as well as naming the **Johnson County Board of Commissioners**, its employees and representatives, and the Engineer as "Additional Insured" on all policies except Worker's Compensation.

LANE RESTRICTIONS AND ROAD CLOSURE

The Contractor shall notify the Engineer and the Johnson County Highway Department at least 48 hours before implementing lane restrictions or closing any road for construction. It shall be the sole responsibility of the Contractor to make notification to all emergency services, as well as, all school systems for each and every closure of the road, a minimum of 48 hours in advance. Severe consequences are eminent if the proper notification is not executed. **The personal safety and access to emergency services of residents is considered crucial during the construction of this project.**

COMPLETION TIME OF WORK REQUIRED AND LIQUIDATED DAMAGES

All work to be performed under this Contract shall be ready for acceptance by the dates stated in the Special Provision SP-025 Progression of the Work. If the Contractor has not completed the work in the allowable time, the Owner will be entitled to charge the Contractor liquidated damages for each day's delay in accordance with Article 108.08 of the Standard Specifications. Before final payments are made by the Owner, all liquidated damage amounts will be deducted from monies due the Contractor.

No work will be permitted on Sundays or legal holidays. If the Contractor plans to work on a Saturday, it must notify the County of these plans by noon on Thursday.

PROJECT SUPERVISION

Johnson County reserves the right to approve or disapprove the Contractor's supervisory employees for each work crew working on the project described by these specifications. The Engineer or the Inspector may be on-site during construction.

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SPECIAL PROVISIONS

SP-001 SPECIFICATIONS

The following Special Provisions are in addition to the General Provisions and the Indiana Department of Transportation 2026 “STANDARD SPECIFICATIONS” and the most recent edition of the “SUPPLEMENTAL SPECIFICATIONS,” which shall apply to this Contract. Where the words “Standard Specifications” and also where reference consisting of a number or numbers are used, they shall be construed as referring to the Indiana Department of Transportation 2026 “STANDARD SPECIFICATIONS” and the most recent edition of “SUPPLEMENTAL SPECIFICATIONS.”

The Contractor shall bring to the Preconstruction Conference a copy of the Indiana Department of Transportation Standard Specifications, 2026 Edition and shall thereafter retain said copy at the job site for ready reference of the Contractor’s Superintendent and/or the Engineer.

SP-002 SCOPE OF WORK

The intent of these Special Provisions, together with the General Provisions, the STANDARD SPECIFICATIONS are to provide for the construction of the **2026 Local Mill and Overlay Project** with incidental work, all as more particularly set out in the Itemized Bid Forms.

SP-003 SITE EXAMINATION

Each Contractor shall thoroughly familiarize itself with the project by making detailed examination of the plans and these specifications and by visually examining the site.

Without having notified the Engineer in writing prior to submitting bid, it is assumed that the Contractor accepts existing conditions and the responsibility for the project. Later claim for extra compensation due to site conditions will not be allowed.

SP-004 INTERPRETATION OF QUANTITIES OF ITEMIZED PROPOSAL

The quantities appearing in the itemized proposal are approximate only and are prepared for the comparison of bids. Payment to the contractor will be made only for the actual quantities of work performed and accepted for materials furnished in accordance with the contract, unless otherwise provided. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased, or omitted as hereinafter provided. The above changes will in no way invalidate the contract for completion of all necessary work. Lengths and widths shown on the Itemized Bid Form may not account for situations where work is being performed on only a portion of a roadway; this would be reflected in the Square Yardage quantity estimate.

SP-005 EXAMINATION OF PLANS, SPECIFICATION, SPECIAL PROVISIONS, AND SITE OF WORK

The bidder is expected to examine carefully the site of the work and the proposal, plans, specifications, contract form, and special provisions pertaining to the work contemplated. The submission of a proposal shall be considered prima facie evidence that he has satisfied himself as to the conditions to be encountered; the character, quality, and quantities of work to be performed and materials to be furnished and the requirements of these specifications and the contract.

SP-006 COOPERATION BY CONTRACTOR

The Owner will supply the Contractor with 3 copies of General Provisions, Special Provisions, and authorized alterations, if any. The Contractor shall have available on the job site at all times during the prosecution of the work one copy of each of these. It shall give the work its careful attention to facilitate the progress thereof, and shall cooperate with the Owner and with other Contractors in every way possible.

SP-007 PRE-CONSTRUCTION CONFERENCE

The Contractor for this Contract shall attend a pre-construction conference arranged by the Engineer at the site of the work or at the County Highway Office before the start of the work. The representatives of the Owner and Engineer shall be present at this conference to discuss various phases of the work.

SP-008 INCREASE OR DECREASE 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 the quantities of work as provided by Subsection 104.02 of the Standard Specifications.

Johnson County reserves the right to modify the work described on the Itemized Bid Form by adding or deleting roads to be repaired and by changing the repair type and the estimated quantities of materials to be used.

In the event that changes are made to the estimated quantities shown on the Itemized Bid Form, such changes will be made at the unit prices shown on the Itemized Bid Form.

In the event that roads are added to the Itemized Bid Form, the unit prices for the additional roads shall be the same as the average of the unit prices for the roads originally listed on the Itemized Bid Form for roads located in the same township and having the same repair type as the roads being added. If the original Itemized Bid Form does not include any roads located in the same township or having the same repair type as the roads being added, the unit prices for the additional roads shall be the same as the average of the unit prices for all roads originally listed on the Itemized Bid Form and having the same repair type as the roads being added. In either case, the average of the unit prices will be calculated as a weighted average based on the estimated quantities for the applicable materials as shown on the Itemized Bid Form. In the event that roads are deleted from the Itemized Bid Form, no payment will be made for the work deleted.

SP-009 FAILURE TO COMPLETE ON TIME

Damages of \$1,500 per day shall be assessed for every day beyond the agreed upon Final Completion date, listed elsewhere in the Special Provisions that the project does not meet the completion requirements.

SP-010 Limitation of Operations

The Contractor's operations will be governed by 108.06 except as specified herein. No work will be performed outside of daylight hours, regardless of the potential availability of lighting or other accommodations. Materials received on site which cannot be placed during this time period shall be rejected. Contractor's standard work days will be Monday through Friday. The contractor may request approval from the Engineer to work on Saturdays; said request must be made to the Engineer no later than 48 hours prior to the planned start of work on each desired Saturday work day.

SP-011 CONSTRUCTION PROGRESS SCHEDULE

The Construction Progress Schedule shall be reviewed with the Engineer at the Pre-Construction Conference. It shall be updated weekly until substantial completion.

SP-012 SUPERVISORY PERSONNEL

The Bidder is hereby advised that the Engineer will review and verify the construction experience of the individual responsible for the personnel supervision of the project. The Bidder has been admonished in the last paragraph of the Instructions to Bidders to give detailed information in certain items of the Standard Questionnaire which information will assist in evaluating the experience of the proposed Project Superintendent.

If the Bidder is uncertain as to the person to be assigned as Project Superintendent, the Bidder may list alternates with information related to each.

The Engineer will advise the Owner, in advance of Contract Award, of his/her findings and conclusions regarding this matter.

SP-013 CHARACTER OF WORKERS AND EQUIPMENT

The Contractor shall employ such superintendents, foremen, and personnel as are careful and competent. The Engineer may demand the dismissal of any person employed by the Contractor on the work who shall misconduct himself or herself or be incompetent or negligent in the performance of their duties, or who shall neglect or refuse to comply with the directions given, and such person shall not be employed again thereon without written consent of the Engineer.

The methods, appliances, machinery, and equipment used and the labor employed shall be such

as to meet requirements to produce a satisfactory quality of work and shall be adequate to complete the work within the time specified in the Contract.

Equipment used on any portion of the work shall be such that no injury to the work, adjacent property, or their objects will result from its use.

In case the actual progress should fall behind the estimated progress at any time, or should it become apparent that the Contractor shall be unable to complete the work within the time limit set out in the Contract, the Engineer may require that additional equipment meeting his or her approval be placed on the work. The measure of the capacity and efficiency of machinery and equipment shall be its actual performance on the work.

Should the Contractor continue to employ or again employ any person as set out above as being undesirable, or fail to furnish suitable or sufficient machinery or force for the proper prosecution of work, the Engineer may withhold all estimates which are or may become due until his/her orders are complied with or the Contract may be declared defaulted.

SP-014 SPECIAL NOTICE TO BIDDERS AND SURETY COMPANIES

If, at the time the Contract is ready for final execution, all of the right-of-ways necessary for the construction of said Contract have not been secured and in order to expedite prompt execution of the Contract, the Contractor may execute a waiver waiving any and all damages that may occur to the Contractor for any delay, expense, inconveniences, loss of anticipated profit, or for any other cause that may occur to the Contractor or its Subcontractor by the failure of the Owner to secure such right-of-ways necessary to complete said Contract. This provision shall be binding upon any Subcontractor or said principal Contractor.

SP-015 MATERIAL SOURCE OF SUPPLY

Only materials approved as conforming to the requirements of the specifications shall be used in the work. Approval of any source of material shall not constitute acceptance of all materials from that source, and any material not meeting the requirements of these specifications shall be rejected.

SP-016 CONTROL OF MATERIALS

In conjunction with the Standard Specifications, all weight tickets shall be collected to verify the quantities of each item in the ticket's original form only. Any material tickets not submitted within 2 business days of the day of delivery, either to County personnel on-site or to the Johnson County Highway Department office in Franklin, Indiana may be considered ineligible for payment. Tickets submitted in electronic format must be clear and legible.

SP-017 STORAGE OF EQUIPMENT, MATERIALS, AND SUPPLIES

Equipment, materials, and supplies shall be so stored and handled in such a manner as to result in minimum inconvenience to traffic and persons.

If the Contractor desires additional area for storage, it shall be its responsibility to execute proper agreements with property owners.

SP-018 LOCAL ACCESS

The Contractor shall maintain (throughout the roadway section) the approach and field entrance grades in a condition that will allow local traffic to access their property. The contractor is expected to perform work activities adjacent to residential neighborhoods in a manner that minimizes adverse impacts to adjacent properties and shall actively communicate restrictions that affect full access to driveways and properties with the affected property owners prior to commencing said activities.

SP-019 ACCIDENT PREVENTION

The Contractor shall exercise every precaution at all times for the protection of persons (including employees), property, and hazardous conditions shall be guarded against or eliminated. This protection includes signs, barricades, guards, and flashing lights as provided in other sections of these Specifications. The Contractor shall acquaint itself and comply with safety provisions of applicable laws, building and construction codes, The Manual on Uniform Traffic Control Devices, and all hazards connected with the use and installation of machinery and equipment shall be guarded against or eliminated to the extent that such provisions are not in contravention of applicable laws.

The Contractor shall keep in its office for immediate use all articles necessary for giving first aid to the injured. The Contractor shall maintain in its employment a person skilled in first aid, and shall maintain standing arrangements for the immediate removal and hospital treatment of any employee who may be injured on the work.

SP-020 HOT MIX ASPHALT (“HMA”)

All materials and construction shall conform to the 2026 Edition of the Indiana Department of Transportation Standard Specifications and current Supplemental Specifications. The Contractor shall provide copies of material test reports showing conformance to the specifications. The Contractor shall provide all documentation required in section 402 of the 2026 Edition Indiana Department of Transportation Standard Specifications and current Supplemental Specifications, including but not limited to the Job Mix Formula, Quality Control Plan, and daily Type C Certifications.

Mixture Type	Type B	Type C
Design ESAL	<3,000,000	> 3,000,000
Surface	9.5 mm	9.5 mm
Surface -PG Binder	58S-28	58H-28
Intermediate	19.0 mm	19.0 mm
Intermediate -PG Binder	58S-28	58H-28

All material delivery tickets shall show the gross, net, and tare weights and the date of delivery. The tare and gross weights shall be imprinted on the delivery ticket by means of an indelible recording device or typed registering beam. Delivery tickets shall be numbered in sequence for each contract release order and signed by the person responsible for weighing the load. The County may have an inspector on each road to collect delivery tickets and verify the amount of material delivered and placed.

The intention of this project is to have a smooth finished road surface with a minimum cross slope of ¼ inch per foot; however, the nature of the concrete milling will result in a cross slope that exceeds this amount. The depth of concrete milling will result in the asphalt overlay that is ¼ inch higher than the existing concrete pavement at the outside edge of the concrete mill. In areas where the existing concrete pavement does not have a uniform grade, adjustments may be needed to the asphalt overlay dimensions or quantities in order to provide for a smooth finished HMA surface at the completion of the project. The Contractor shall coordinate with the Engineer to identify these locations of concern and determine necessary adjustments prior to the commencement of paving operations.

All completed surface pavements shall have cross sections that vary not more than 3/4 inch longitudinally from a ten foot straightedge.

All work shall be conducted during daylight hours. Materials received on site which cannot be placed during this time period shall be rejected.

The Contractor shall notify the County Highway Department at (317) 346-4630 at least 48 hours before beginning work on any road.

SP-021 MILLING

The Contractor shall locate and identify any manhole covers or utility structures to ensure that no damage occurs to them. If these are damaged, it shall be the responsibility of the contractor to repair. It shall be the contractor's responsibility to coordinate with the utility companies any raising, lowering, or repair of manhole or utility structures. This is not paid separately but included in the overall work for the road segment.

The upstream side of any casting shall be spray painted white after milling prior to final asphalt surface, to remain visible to drivers prior to final asphalt surface. Cost of material and labor is incidental to the cost of other items.

The Contractor shall notify the County Highway Department at (317) 346-4630 at least 48 hours

before beginning this work on any roadway.

SP-022 DRAINAGE STRUCTURES

Drainage structures located within the project limits shall be paved or poured to and around the structure unless otherwise directed by the Engineer or his/her representative. The Contractor will notify the Engineer if the condition of a drainage structure encountered during work activities will not accommodate the planned construction in this contract.

SP – 023 UTILITIES

Given the location of the work areas, the Contractor should be prepared to conduct construction activities in close proximity to underground utility facilities. The Contractor shall begin utility coordination immediately upon receiving the Notice to Proceed for the contract. The Contractor shall be responsible for submitting 811 locate tickets in the work areas, and for facility location and depth verification and to coordinate the necessary relocations for any conflicting utilities. Conflicting utilities will be relocated out of conflict with the project, no utility will remain in-place within the work area or project typical section. The cost of coordinating with utilities shall be included in the contract price. There will be no separate line item for payment. There shall be no reimbursement by the County to the Contractor for construction delays, (i.e. relocations, etc.), that are caused by private utility companies.

Any damage to existing utilities shall be repaired by the Contractor at the Contractor's expense. The Contractor is to coordinate any water meter/valve or gas meter/valve relocations/adjustments with the appropriate utility company and the cost of water meter/valve and gas meter/valve relocations/adjustments shall be included in the contract price – there will be no separate line item for payment. Any existing meter valves in the roadway will have the upstream sides painted white after milling, to remain visible to drivers prior to final asphalt surface. Cost of materials and labor is incidental to the cost of the other items.

SP – 024 MILLING AND PAVING

Milled lanes shall be paved up through the intermediate layer before the end of each day when opened to traffic. At the end of each work day contractor shall not leave blunt asphalt faces exposed to traffic. Contractor shall place advanced warning signs per the IMUTCD to alert the public to any transverse bumps or changes in pavement elevation that are exposed to traffic. See enclosed exhibits for milling and paving limits at intersections and areas with auxiliary lanes.

SP-025 PROGRESSION OF THE WORK

All work items on any given road segment must start no-earlier-than receipt of the official Notice to Proceed notification and must be completed no-later-than **November 20th, 2026**.

Road Segment	Start Date At NTP	Start Date No Earlier than October 12, 2026	Segment Completion Date October 16, 2026	Completion Date November 20, 2026
0000WA	X			X
225ED	X			X
400SG	X			X
400WC	X			X
650SD	X			X
700EA	X			X
700EB	X			X
S0301	X			X
S0503	X			X
S7004	X			X
S1122	X			X
1000ND		X	X	
500ND	X			X

SP-026 PAVEMENT MARKINGS

Pavement markings will be in accordance with INDOT standard specification 808.

Prior to milling contractors shall video record or photograph existing intersections and road stripping. Contractor shall notify JCHD a minimum of 7 days in advance of when the contractor plans to install pavement markings.

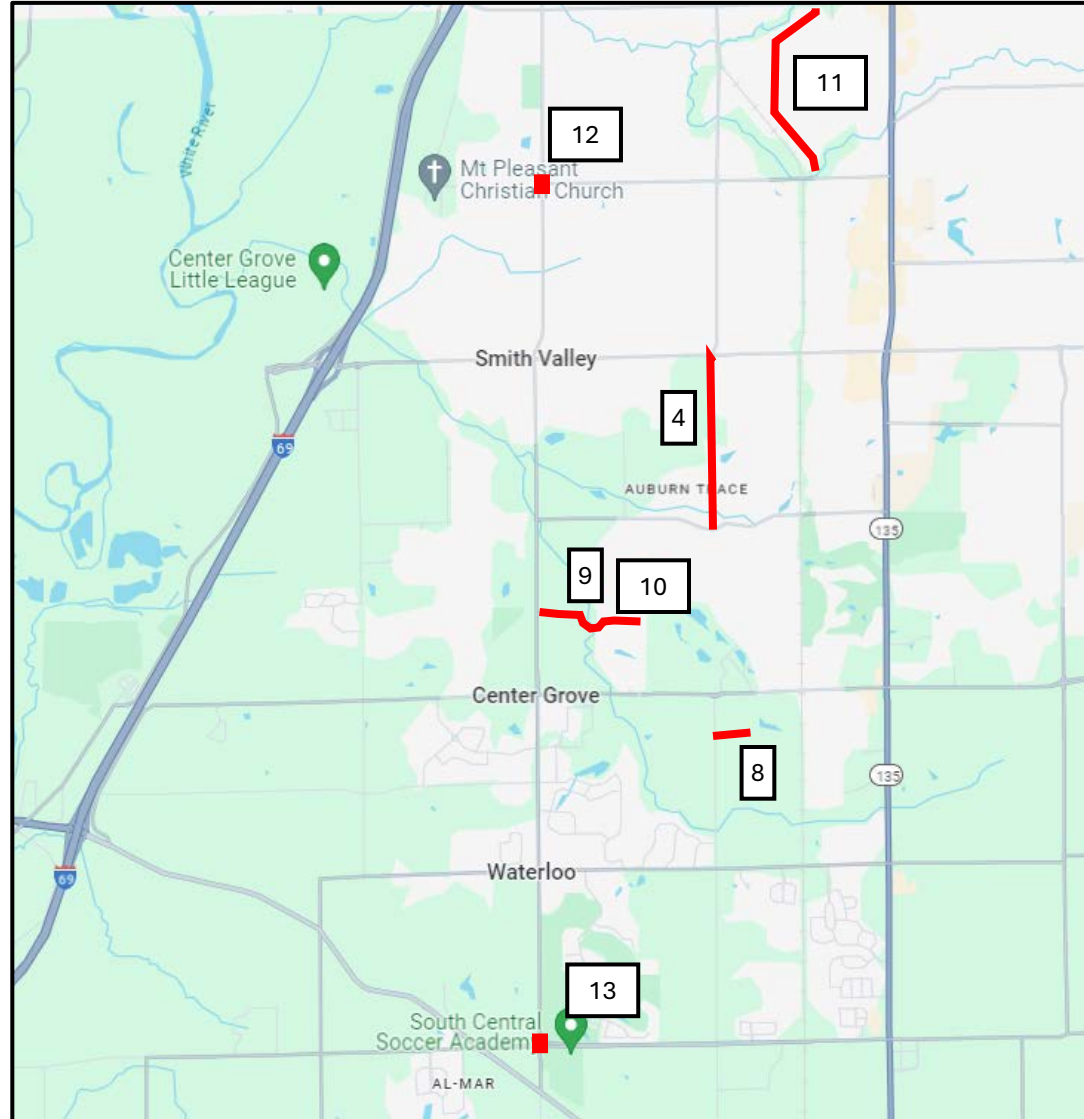
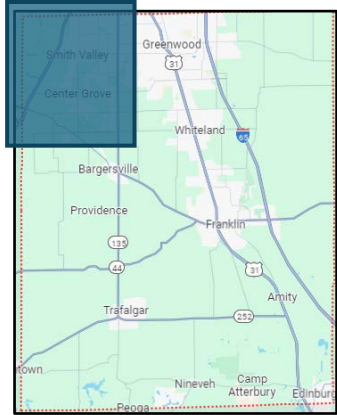
Control points required as a guide for pavement traffic markings shall be spotted with paint for the full length of the road to be marked. Control points along tangent sections shall be spaced at a maximum interval of 100 ft. Control points along curve sections shall be spaced so as to ensure the accurate location of the pavement traffic markings. The location of control points will be subject to approval by the Engineer prior to the pavement traffic marking application.

SP-027 TEMPORARY PAVEMENT MARKINGS

Contractor shall place temporary pavement marking tape in accordance with Standard Specification 801.12 to identify all lanes, arrows and stop bars, per pre-construction lane configuration. Contractor shall remove all temporary marking tape prior to the final asphalt surface.

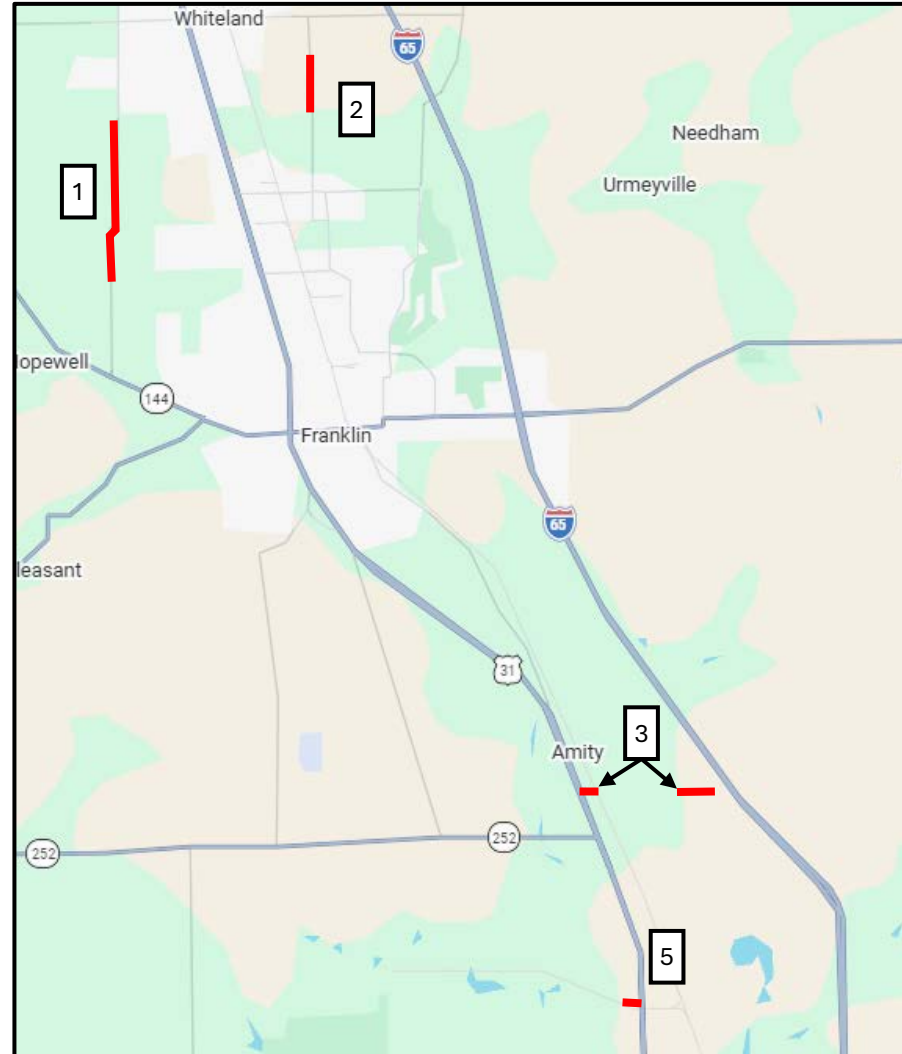
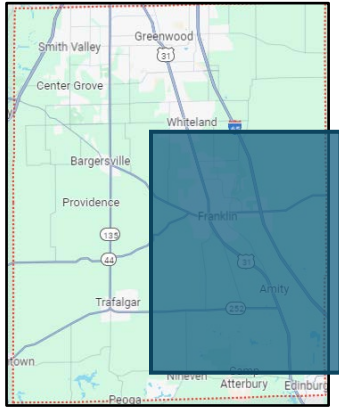


2026 Local Mill & Overlay Project Road Segment Location Map



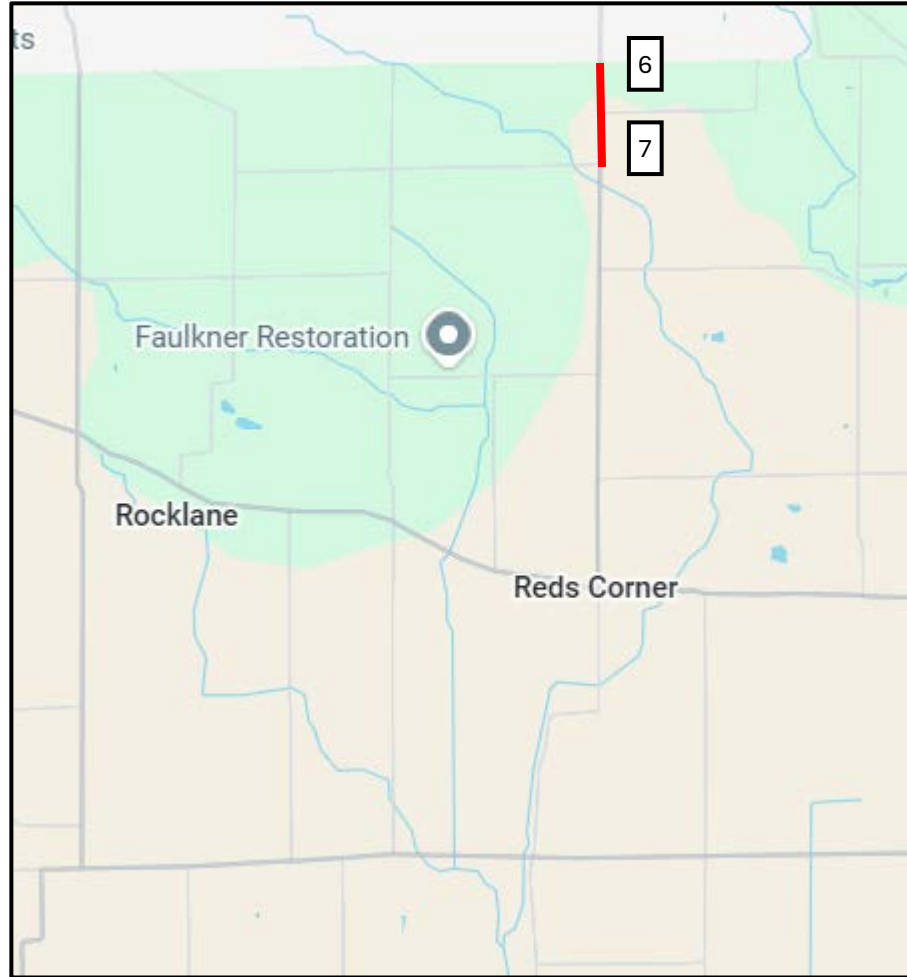
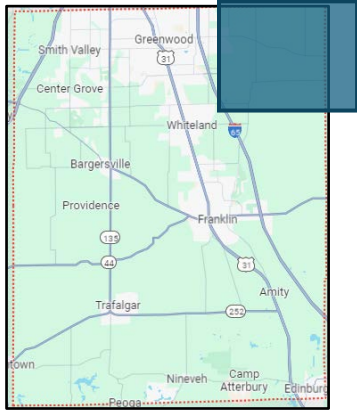


2026 Local Mill & Overlay Project Road Segment Location Map





2026 Local Mill & Overlay Project Road Segment Location Map

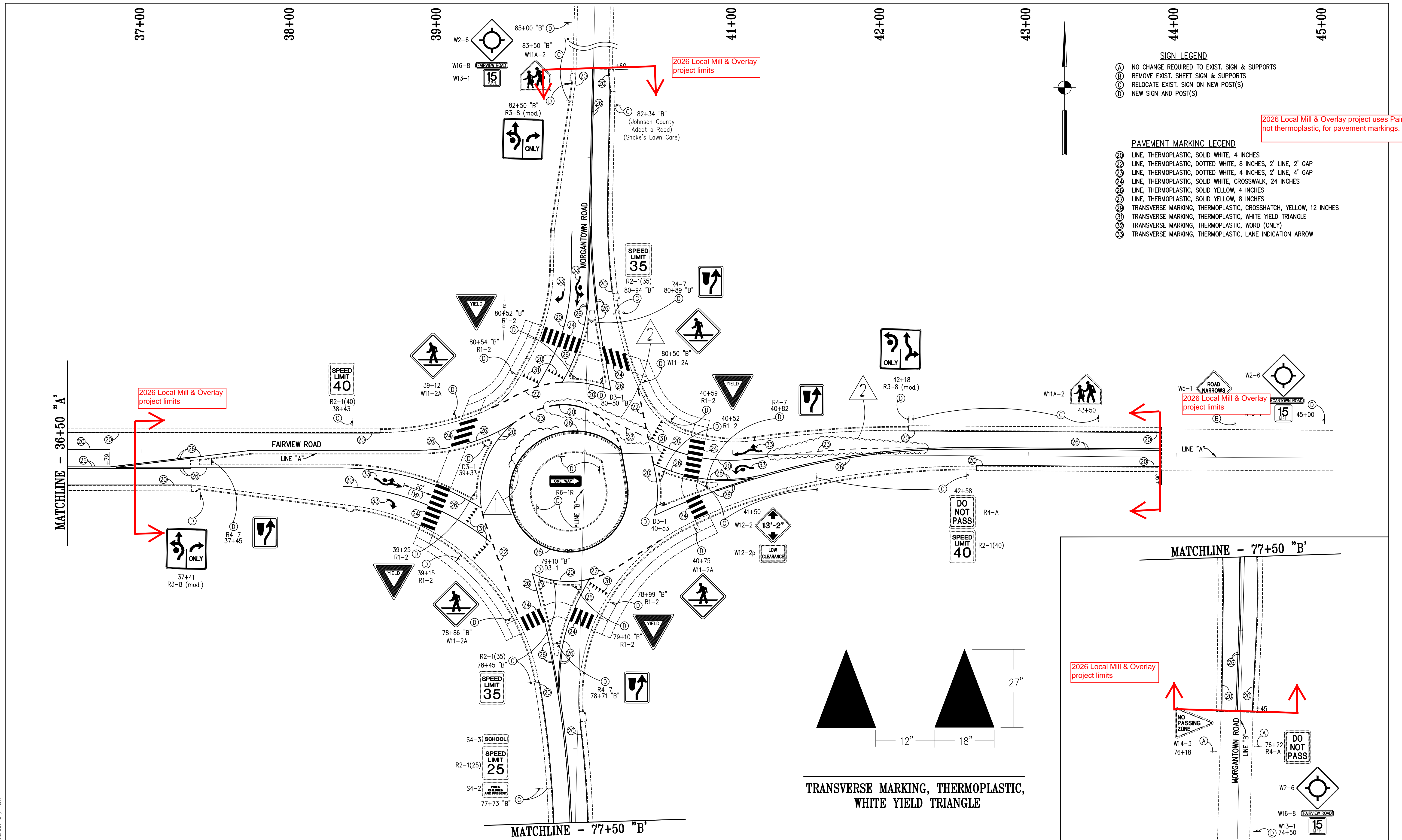




2026 Local Mill & Overlay Project Road Segment Location Map Segment 3 – CR 400 South



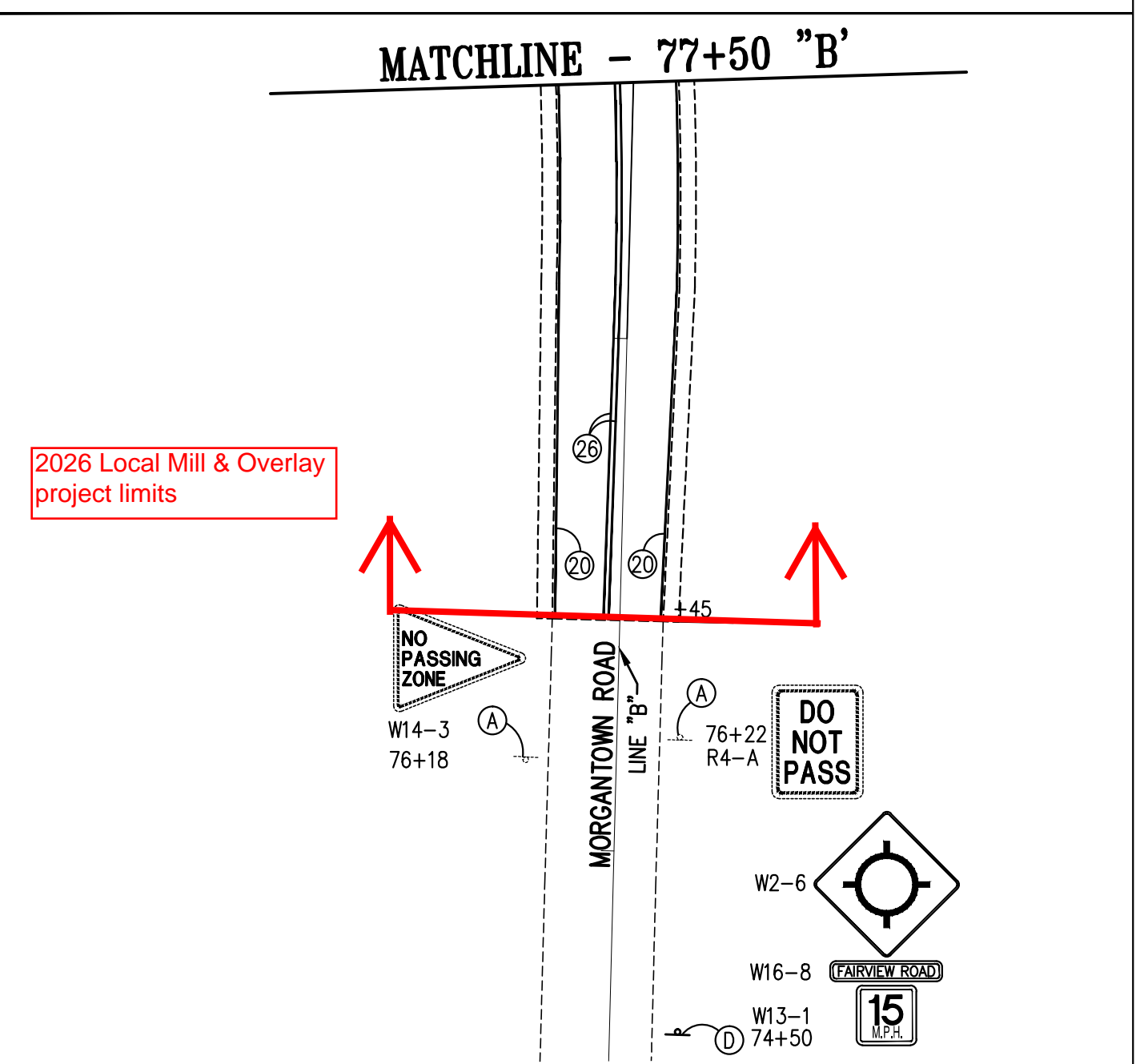
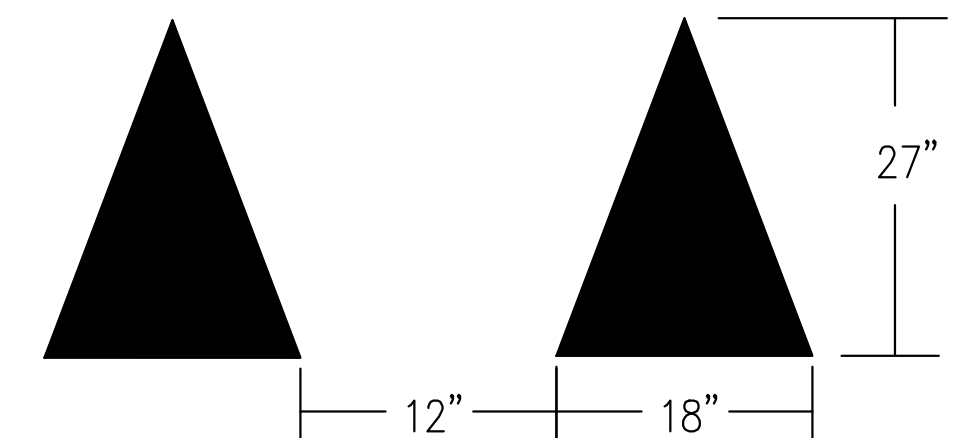
COPIES OF PLAN SHEETS FROM ORIGINAL FAIRVIEW ROAD AND MORGANTOWN ROAD ROUNDABOUT PROJECT



- SIGN LEGEND**
- (A) NO CHANGE REQUIRED TO EXIST. SIGN & SUPPORTS
 - (B) REMOVE EXIST. SHEET SIGN & SUPPORTS
 - (C) RELOCATE EXIST. SIGN ON NEW POST(S)
 - (D) NEW SIGN AND POST(S)

- PAVEMENT MARKING LEGEND**
- (20) LINE, THERMOPLASTIC, SOLID WHITE, 4 INCHES
 - (21) LINE, THERMOPLASTIC, DOTTED WHITE, 8 INCHES, 2' LINE, 2' GAP
 - (22) LINE, THERMOPLASTIC, DOTTED WHITE, 4 INCHES, 2' LINE, 4' GAP
 - (23) LINE, THERMOPLASTIC, SOLID WHITE, CROSSWALK, 24 INCHES
 - (24) LINE, THERMOPLASTIC, SOLID YELLOW, 4 INCHES
 - (25) LINE, THERMOPLASTIC, SOLID YELLOW, 8 INCHES
 - (26) TRANSVERSE MARKING, THERMOPLASTIC, CROSSHATCH, YELLOW, 12 INCHES
 - (31) TRANSVERSE MARKING, THERMOPLASTIC, WHITE YIELD TRIANGLE
 - (32) TRANSVERSE MARKING, THERMOPLASTIC, WORD (ONLY)
 - (33) TRANSVERSE MARKING, THERMOPLASTIC, LANE INDICATION ARROW

2026 Local Mill & Overlay project uses Paint, not thermoplastic, for pavement markings.



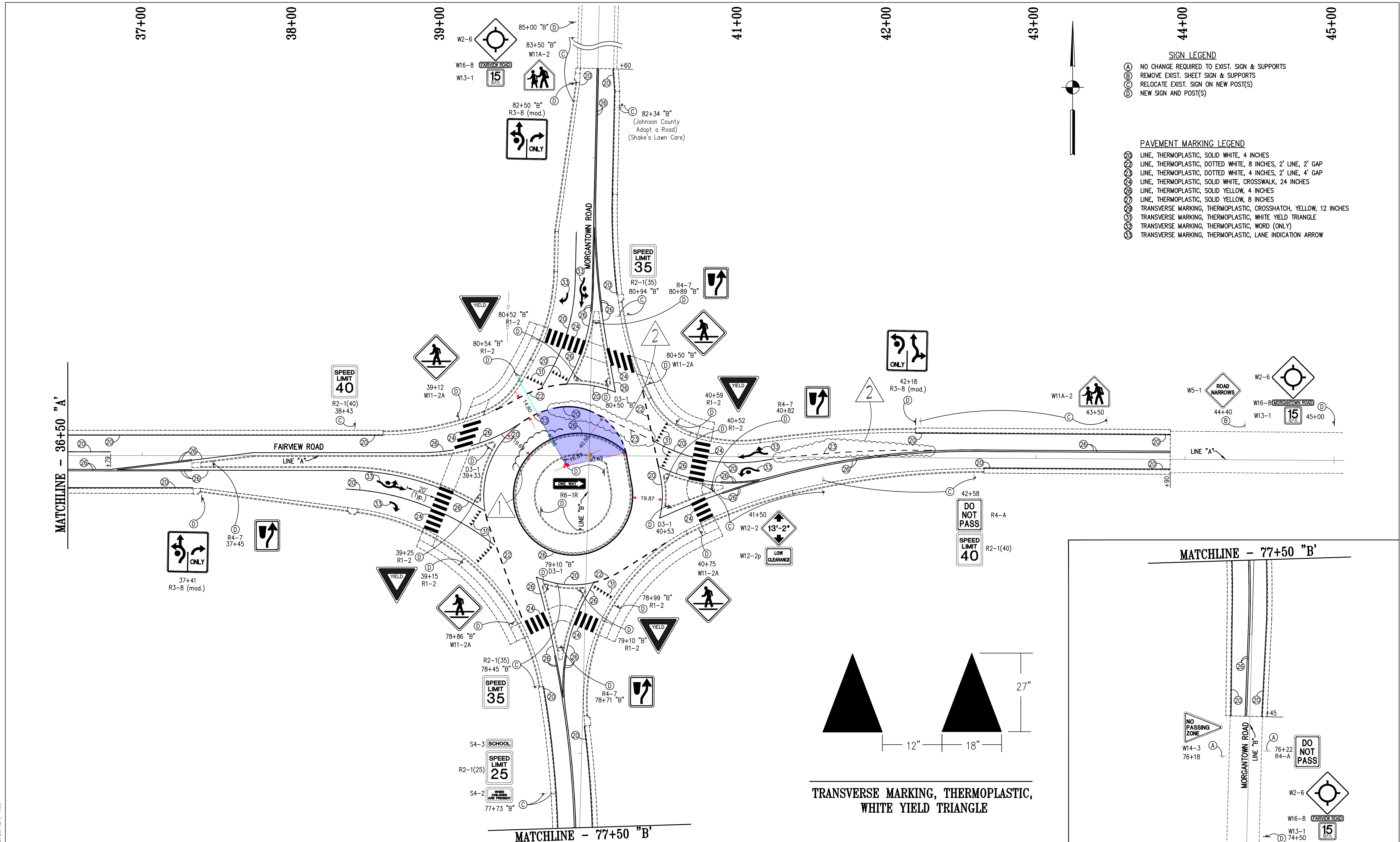
- 1 NEW ROUNDABOUT CENTER GEOMETRY
- 2 11-05-2013 Added Markings

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INDIANA
DEPARTMENT OF TRANSPORTATION
PAVEMENT MARKINGS &
SIGNING DETAILS

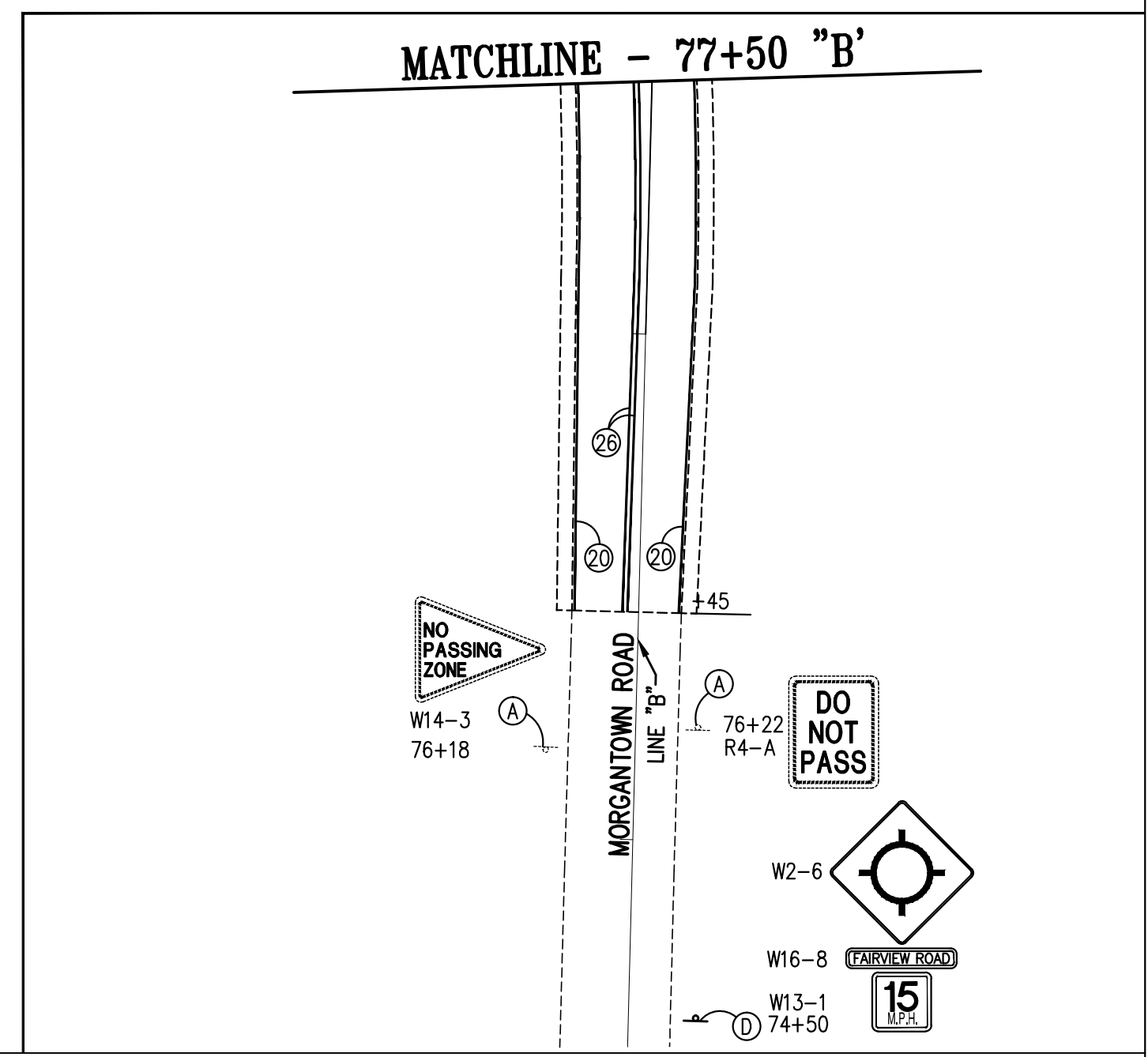
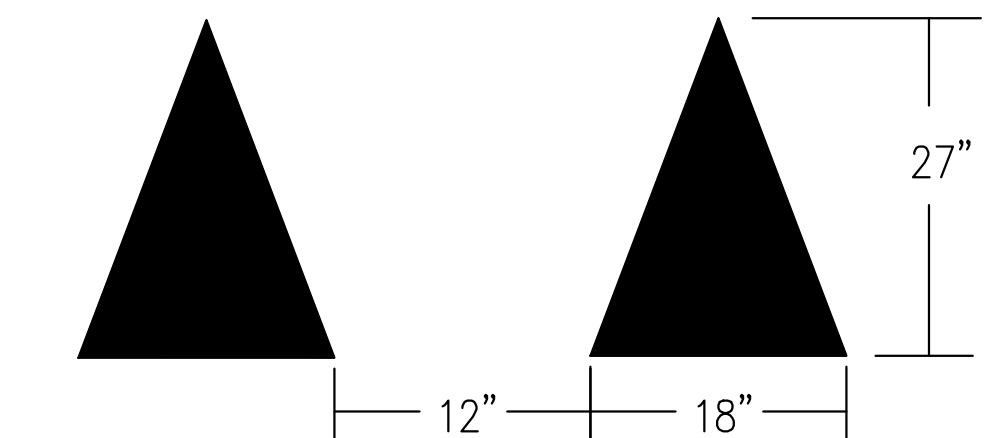
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VERTICAL SCALE	DESIGNATION
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SURVEY BOOK	SHEETS
	12 of 18
CONTRACT	PROJECT
R-31792	0810325

REFERENCES: \Mapview\TBLK\..._path - sight exhibit;
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 FILE NAME: 11-05-2013-0810325.dwg, 09-18 / A.W.



- SIGN LEGEND**
- (A) NO CHANGE REQUIRED TO EXIST. SIGN & SUPPORTS
 - (B) REMOVE EXIST. SHEET SIGN & SUPPORTS
 - (C) RELOCATE EXIST. SIGN ON NEW POST(S)
 - (D) NEW SIGN AND POST(S)

- PAVEMENT MARKING LEGEND**
- (20) LINE, THERMOPLASTIC, SOLID WHITE, 4 INCHES
 - (21) LINE, THERMOPLASTIC, DOTTED WHITE, 8 INCHES, 2' LINE, 2' GAP
 - (22) LINE, THERMOPLASTIC, DOTTED WHITE, 4 INCHES, 2' LINE, 4' GAP
 - (23) LINE, THERMOPLASTIC, SOLID WHITE, CROSSWALK, 24 INCHES
 - (24) LINE, THERMOPLASTIC, SOLID YELLOW, 4 INCHES
 - (25) LINE, THERMOPLASTIC, SOLID YELLOW, 8 INCHES
 - (26) TRANSVERSE MARKING, THERMOPLASTIC, CROSSHATCH, YELLOW, 12 INCHES
 - (31) TRANSVERSE MARKING, THERMOPLASTIC, WHITE YIELD TRIANGLE
 - (32) TRANSVERSE MARKING, THERMOPLASTIC, WORD (ONLY)
 - (33) TRANSVERSE MARKING, THERMOPLASTIC, LANE INDICATION ARROW



- (1) NEW ROUNDABOUT CENTER GEOMETRY
- (2) 11-05-2013 Added Markings

FOR INFORMATION ONLY

**INDIANA
DEPARTMENT OF TRANSPORTATION**

**PAVEMENT MARKINGS &
SIGNING DETAILS**

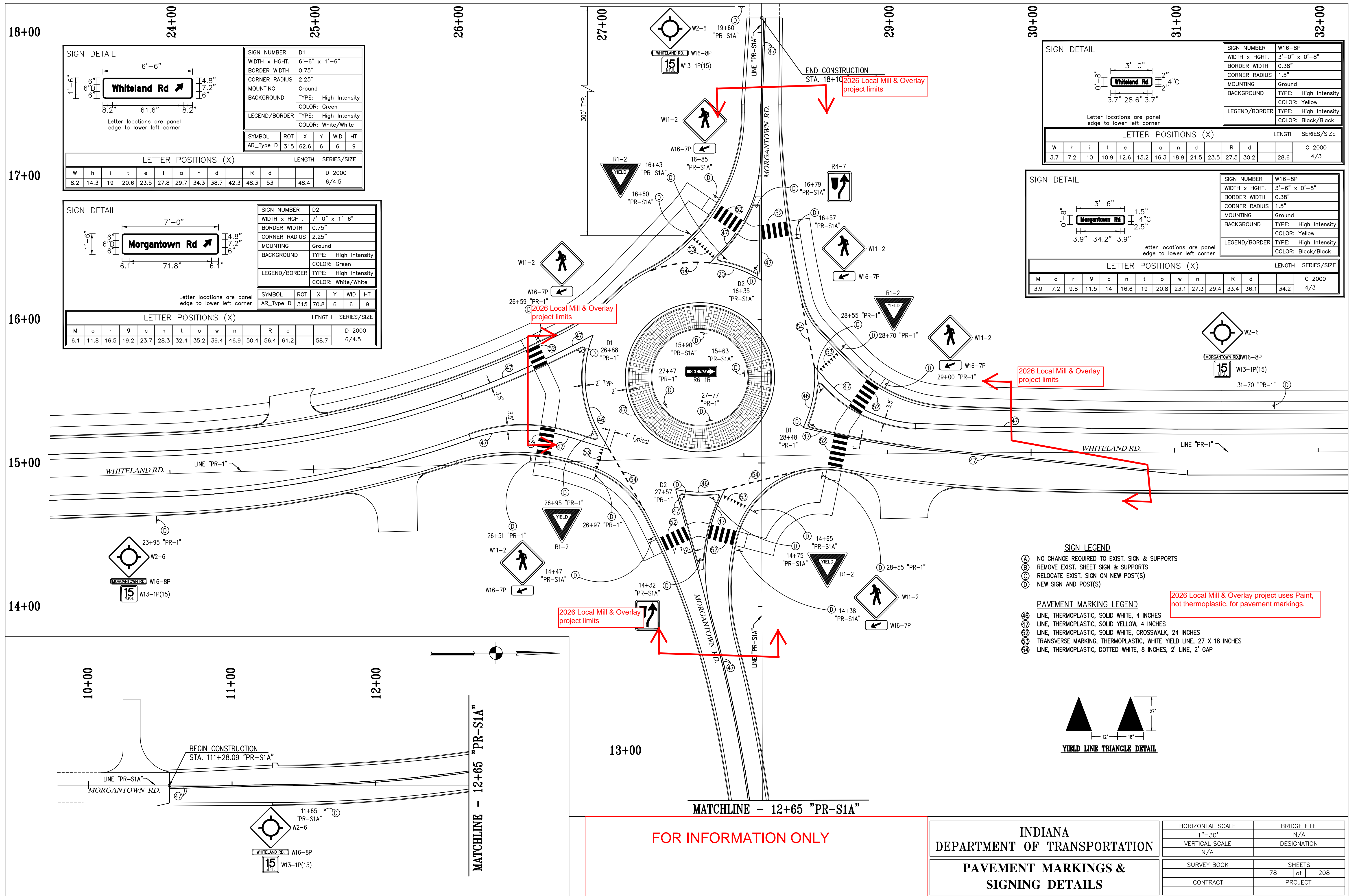
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VERTICAL SCALE N/A	DESIGNATION 0810325
SURVEY BOOK	SHEETS 12 of 18
CONTRACT R-31792	PROJECT 0810325

REFERENCES: \Mapview\TBLK\..._path - sight exhibit;
 DIRECTORY PATH: R:\Active\Johnson County\Fairview & Morgantown\CAD\plans\
 FILE NAME: 11-05-2013-0810325.dwg; 0810325.dwg / A.U.W.

Fairview Rd and Morgantown Rd Roundabout Phasing Areas and Limits of Milling and Overlay



COPIES OF PLAN SHEETS FROM ORIGINAL WHITELAND ROAD AND MORGANTOWN ROAD ROUNDABOUT PROJECT



SIGN DETAIL

SIGN NUMBER	D1
WIDTH x HGHT.	6'-6" x 1'-6"
BORDER WIDTH	0.75"
CORNER RADIUS	2.25"
MOUNTING	Ground
BACKGROUND	TYPE: High Intensity COLOR: Green
LEGEND/BORDER	TYPE: High Intensity COLOR: White/White
SYMBOL	ROT X Y WID HT
AR_Type D	315 62.6 6 6 9

Letter locations are panel edge to lower left corner

LETTER POSITIONS (X)											LENGTH	SERIES/SIZE	
W	h	i	t	e	l	a	n	d	R	d			
3.7	7.2	10	10.9	12.6	15.2	16.3	18.9	21.5	23.5	27.5	30.2	28.6	C 2000 4/3

SIGN DETAIL

SIGN NUMBER	D2
WIDTH x HGHT.	7'-0" x 1'-6"
BORDER WIDTH	0.75"
CORNER RADIUS	2.25"
MOUNTING	Ground
BACKGROUND	TYPE: High Intensity COLOR: Green
LEGEND/BORDER	TYPE: High Intensity COLOR: White/White
SYMBOL	ROT X Y WID HT
AR_Type D	315 70.8 6 6 9

Letter locations are panel edge to lower left corner

LETTER POSITIONS (X)											LENGTH	SERIES/SIZE	
M	o	r	g	a	n	t	o	w	n	R	d		
8.2	14.3	19	20.6	23.5	27.8	29.7	34.3	38.7	42.3	48.3	53	48.4	D 2000 6/4.5

SIGN DETAIL

SIGN NUMBER	W16-8P
WIDTH x HGHT.	3'-0" x 0'-8"
BORDER WIDTH	0.38"
CORNER RADIUS	1.5"
MOUNTING	Ground
BACKGROUND	TYPE: High Intensity COLOR: Yellow
LEGEND/BORDER	TYPE: High Intensity COLOR: Black/Black
SYMBOL	ROT X Y WID HT
AR_Type D	315 28.6 3.7 2 2.4

Letter locations are panel edge to lower left corner

LETTER POSITIONS (X)											LENGTH	SERIES/SIZE	
W	h	i	t	e	l	a	n	d	R	d			
3.7	7.2	10	10.9	12.6	15.2	16.3	18.9	21.5	23.5	27.5	30.2	28.6	C 2000 4/3

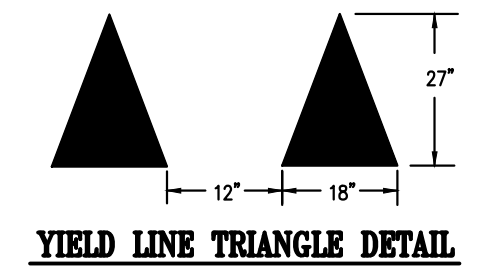
SIGN DETAIL

SIGN NUMBER	W16-8P
WIDTH x HGHT.	3'-6" x 0'-8"
BORDER WIDTH	0.38"
CORNER RADIUS	1.5"
MOUNTING	Ground
BACKGROUND	TYPE: High Intensity COLOR: Yellow
LEGEND/BORDER	TYPE: High Intensity COLOR: Black/Black
SYMBOL	ROT X Y WID HT
AR_Type D	315 34.2 3.9 2 2.5

Letter locations are panel edge to lower left corner

LETTER POSITIONS (X)											LENGTH	SERIES/SIZE		
M	o	r	g	a	n	t	o	w	n	R	d			
3.9	7.2	9.8	11.5	14	16.6	19	20.8	23.1	27.3	29.4	33.4	36.1	34.2	C 2000 4/3

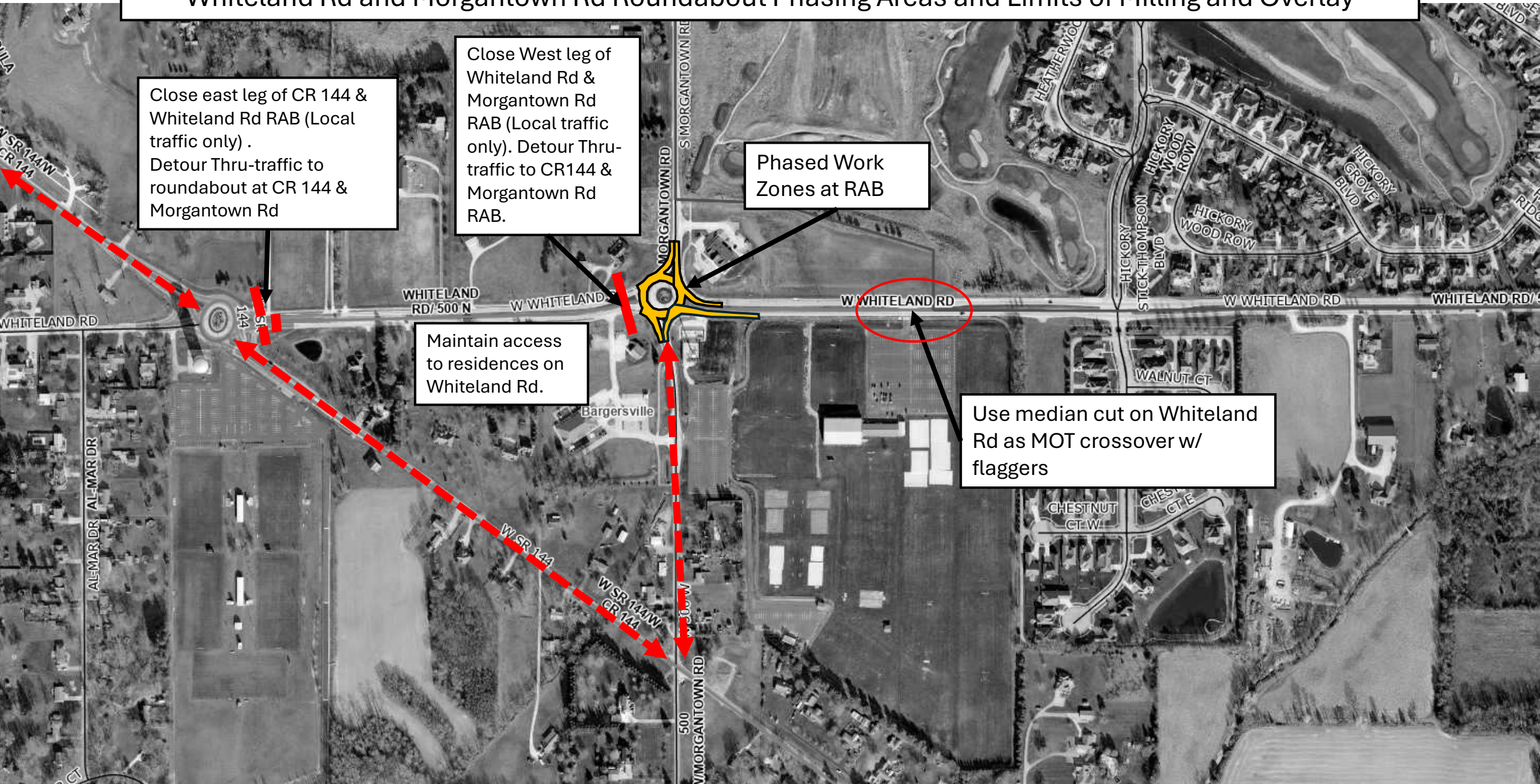
- SIGN LEGEND**
- (A) NO CHANGE REQUIRED TO EXIST. SIGN & SUPPORTS
 - (B) REMOVE EXIST. SHEET SIGN & SUPPORTS
 - (C) RELOCATE EXIST. SIGN ON NEW POST(S)
 - (D) NEW SIGN AND POST(S)
- PAVEMENT MARKING LEGEND**
- (46) LINE, THERMOPLASTIC, SOLID WHITE, 4 INCHES
 - (47) LINE, THERMOPLASTIC, SOLID YELLOW, 4 INCHES
 - (52) LINE, THERMOPLASTIC, SOLID WHITE, CROSSWALK, 24 INCHES
 - (53) TRANSVERSE MARKING, THERMOPLASTIC, WHITE YIELD LINE, 27 X 18 INCHES
 - (54) LINE, THERMOPLASTIC, DOTTED WHITE, 8 INCHES, 2' LINE, 2' GAP



FOR INFORMATION ONLY

INDIANA DEPARTMENT OF TRANSPORTATION		HORIZONTAL SCALE 1"=30'	BRIDGE FILE N/A
PAVEMENT MARKINGS & SIGNING DETAILS		VERTICAL SCALE N/A	DESIGNATION N/A
SURVEY BOOK	78	SHEETS	208
CONTRACT		PROJECT	

Whiteland Rd and Morgantown Rd Roundabout Phasing Areas and Limits of Milling and Overlay



Close east leg of CR 144 & Whiteland Rd RAB (Local traffic only) .
Detour Thru-traffic to roundabout at CR 144 & Morgantown Rd

Close West leg of Whiteland Rd & Morgantown Rd RAB (Local traffic only). Detour Thru-traffic to CR144 & Morgantown Rd RAB.

Phased Work Zones at RAB

Maintain access to residences on Whiteland Rd.

Use median cut on Whiteland Rd as MOT crossover w/ flaggers

Whiteland Rd and Morgantown Rd Roundabout Phasing Areas and Limits of Milling and Overlay

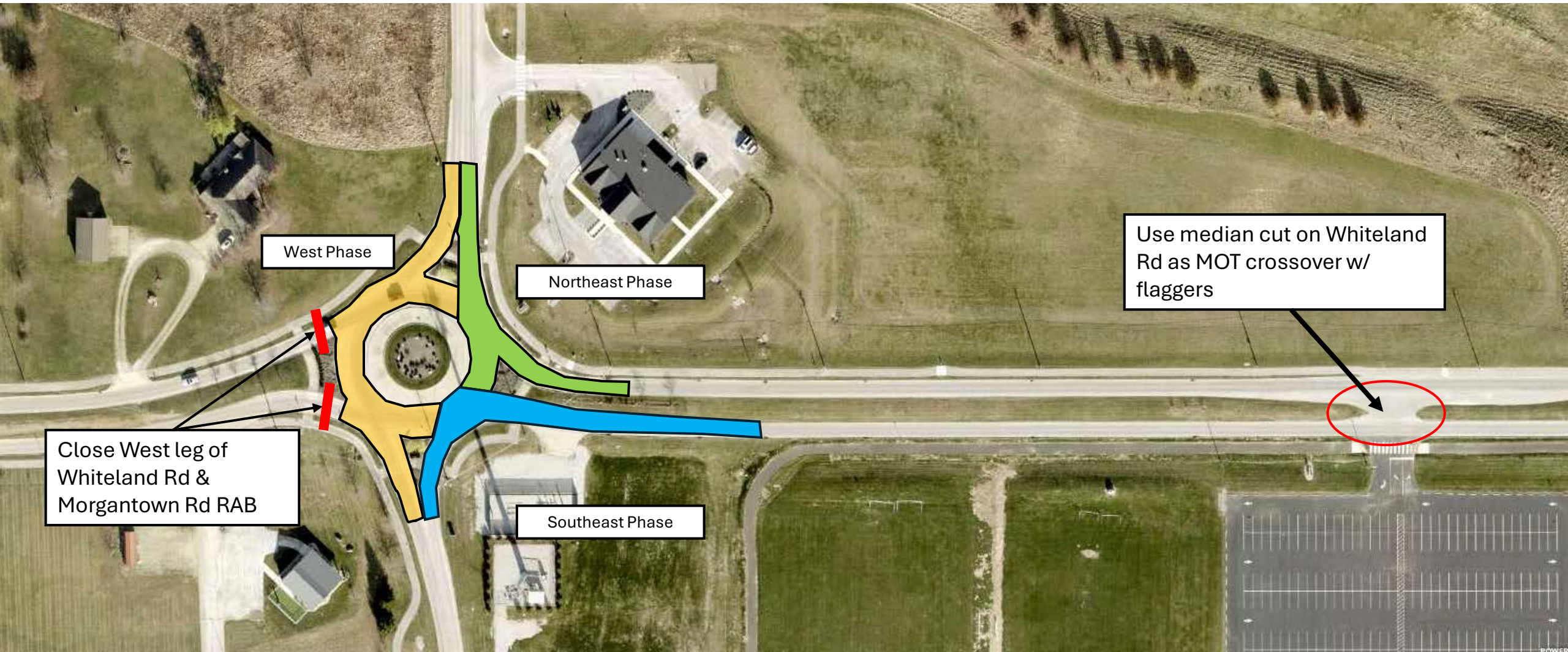


Table 6P-1. Index to Typical Applications (Sheet 2 of 2)

Typical Application Description	Typical Application Number
Work within the Traveled Way of a Freeway or Expressway (see Section 6N.13)	
Lane Shift on a Freeway	TA-36
Double Lane Closure on a Freeway	TA-37
Interior Lane Closure on a Freeway	TA-38
Median Crossover on a Freeway	TA-39
Median Crossover for an Entrance Ramp	TA-40
Median Crossover for an Exit Ramp	TA-41
Work in the Vicinity of an Exit Ramp	TA-42
Partial Exit Ramp Closure	TA-43
Work in the Vicinity of an Entrance Ramp	TA-44
Temporary Reversible Lane Using Movable Barriers	TA-45
Work in the Vicinity of a Grade Crossing (see Section 6N.17)	
Work in the Vicinity of a Grade Crossing	TA-46
Work in the Vicinity of Bicycle Lanes and Shared Use Paths (see Section 6N.04)	
Bicycle Lane Closure without a Detour	TA-47
Bicycle Lane Closure with an On-Road Detour	TA-48
Shared-Use Path Closure with a Diversion	TA-49
On-Road Detour for a Shared-Use Path	TA-50
Paved Shoulder Closure with a Bicycle Diversion onto a Temporary Path	TA-51
Work in the Traveled Way of Roundabouts	
Short-Term or Short-Duration Work in a Circular Intersection	TA-52
Flagging Operation on a Single-Lane Circular Intersection	TA-53
Inside Lane Closure on a Multi-Lane Circular Intersection	TA-54

Table 6P-2. Meaning of Symbols on Typical Application Diagrams


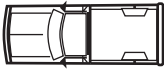





















	Arrow board		Shadow vehicle
	Arrow board support or trailer (shown facing down)		Sign (shown facing left)
	Changeable message sign or support trailer		Surveyor
	Channelizing device		Temporary barrier
	Crash cushion		Temporary barrier with warning light
	Direction of temporary traffic detour		Traffic or pedestrian signal
	Direction of travel		Truck-mounted attenuator
	Flagger		Type 3 barricade
	High-level warning device (Flag tree)		Warning light
	Longitudinal channelizing device		Work space
	Luminaire		Work vehicle
	Pavement markings that should be removed for a long-term project		

Table 6B-1. Recommended Advance Warning Sign Minimum Spacing

Road Type	Distance between Signs**		
	A	B	C
Urban (low speed)*	100 feet	100 feet	100 feet
Urban (high speed)*	350 feet	350 feet	350 feet
Rural	500 feet	500 feet	500 feet
Expressway / Freeway	1,000 feet	1,500 feet	2,640 feet

* Speed category to be determined by the highway agency or owner of site roadways open to public travel.

** The column headings A, B, and C are the dimensions shown in Figures 6P-1 through 6P-54. The A dimension is the distance from the transition or point of restriction to the first sign. The B dimension is the distance between the first and second signs. The C dimension is the distance between the second and third signs. (The “first sign” is the sign in a three-sign series that is closest to the TTC zone. The “third sign” is the sign that is furthest upstream from the TTC zone.)

Section 6B.06 Activity Area

Support:

- 01 The activity area is the section of the highway where the work activity takes place. It is comprised of the work space, the traffic space, and the buffer space.
- 02 The work space is that portion of the highway closed to road users and set aside for workers, equipment, and material, and a shadow vehicle if one is used upstream. Work spaces are usually delineated for road users by channelizing devices or, to exclude vehicles and pedestrians, by temporary barriers.

Option:

- 03 The work space may be stationary or may move as work progresses.

Guidance:

- 04 *Since there might be several work spaces (some even separated by several miles) within the project limits, each work space should be adequately signed to inform road users and reduce confusion.*

Support:

- 05 The traffic space is the portion of the highway in which road users are routed through the activity area.
- 06 The buffer space is a lateral and/or longitudinal area that separates road user flow from the work space or an unsafe area, and might provide some recovery space for an errant vehicle.

Guidance:

- 07 *Neither work activity nor storage of equipment, vehicles, or material should occur within a buffer space.*

Option:

- 08 Buffer spaces may be positioned either longitudinally or laterally with respect to the direction of road user flow. The activity area may contain one or more lateral or longitudinal buffer spaces.
- 09 A longitudinal buffer space may be placed in advance of a work space.
- 10 The longitudinal buffer space may also be used to separate opposing road user flows that use portions of the same traffic lane, as shown in Figure 6B-2.
- 11 If a longitudinal buffer space is used, the values shown in Table 6B-2 may be used to determine the length of the longitudinal buffer space.

Support:

- 12 Typically, the buffer space is formed as a traffic island and defined by channelizing devices.
- 13 When a shadow vehicle, arrow board, or changeable message sign is placed in a closed lane in advance of a work space, only the area upstream of the vehicle, arrow board, or changeable message sign constitutes the buffer space.

Option:

- 14 The lateral buffer space may be used to separate the traffic space from the work space, as shown in Figures 6B-1 and 6B-2, or such areas as excavations or pavement-edge drop-offs. A lateral buffer space also may be used between two travel lanes, especially those carrying opposing flows.

Notes for Figure 6P-53—Typical Application 53
Flagging Operation on a Single-Lane Circular Intersection

Standard:

1. **Flaggers shall follow the procedures provided in Sections 6D.05 and 6D.06.**
2. **When crosswalks or other pedestrian facilities are closed or relocated, temporary facilities (see Figure 6P-29) shall be detectable and shall include accessibility features consistent with the features present in the existing pedestrian facility.**
3. **At night, flagger stations shall be illuminated, except in emergencies.**

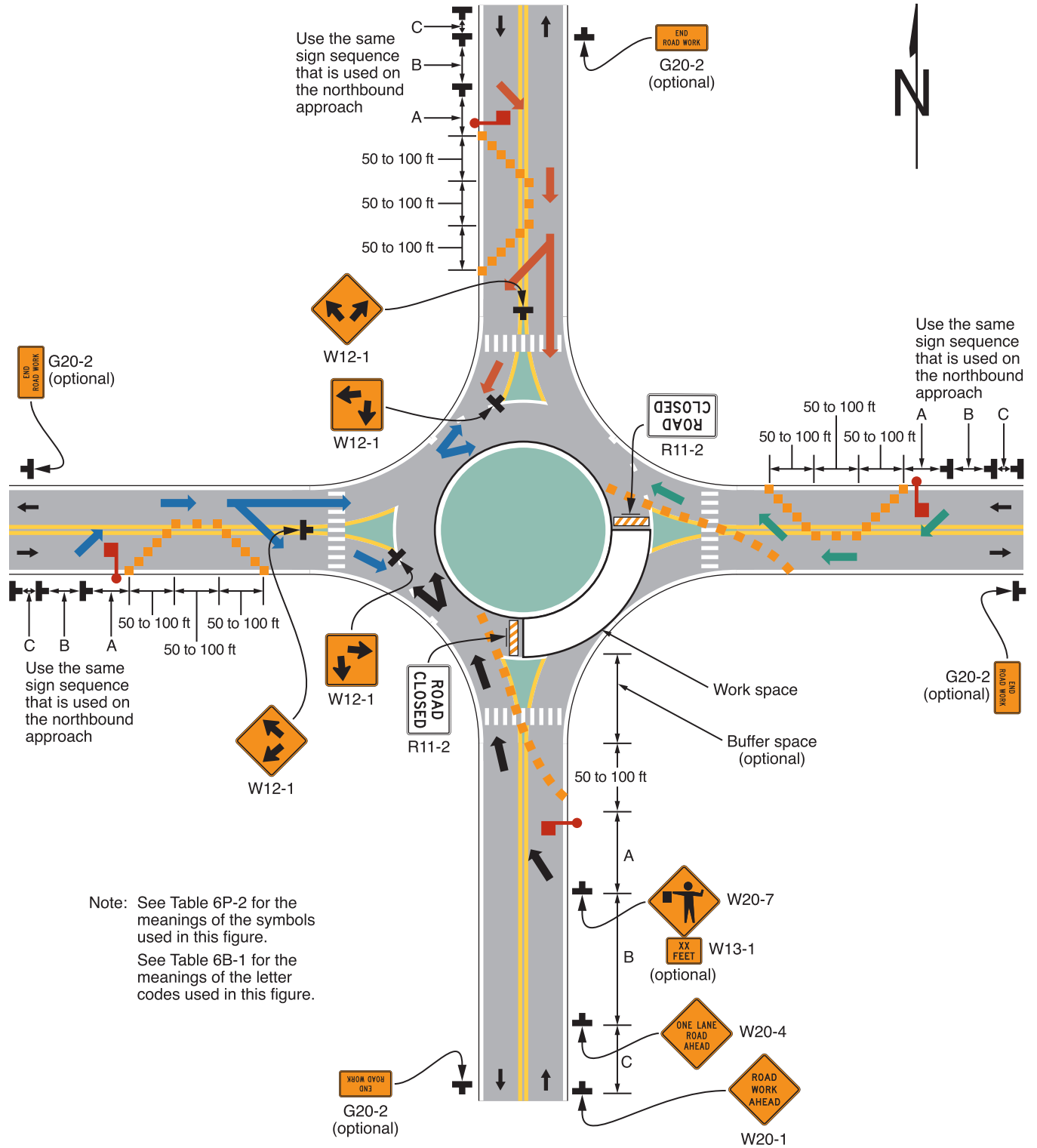
Guidance:

4. *Flaggers on each approach to the intersection should coordinate with each other so that traffic proceeds through the circular intersection from only one entry point at any one time.*
5. *When designing the TTC and installing the channelizing devices for work activities at circular intersections, accommodations for the turning radius of wider heavy commercial vehicles should be considered.*
6. *Since the geometrics of the circular intersection will temporarily be altered, consideration should be given to establishing a truck detour for the duration of the project.*
7. *For intermediate or long-term work, the circular intersection should be closed if traffic cannot be accommodated, and traffic detoured with appropriate detour signing (see Figure 6P-8) provided.*
8. *Conflicting pavement markings should be removed for long-term projects. For short-term and intermediate-term projects where this is impracticable, the channelizing devices in the area where the pavement markings conflict should be placed at a maximum spacing of $\frac{1}{2} S$ feet where S is the speed in mph. Temporary markings should be installed where needed.*
9. *When used, the BE PREPARED TO STOP sign should be located between the Flagger sign and the ONE LANE ROAD sign.*
10. *The buffer space should be extended so that the two-way traffic taper is placed before a horizontal (or crest vertical) curve to provide adequate sight distance for the flagger and a queue of stopped vehicles.*
11. *Care should be exercised when establishing the limits of the TTC zone to ensure adequate sight distance in advance of the transition.*

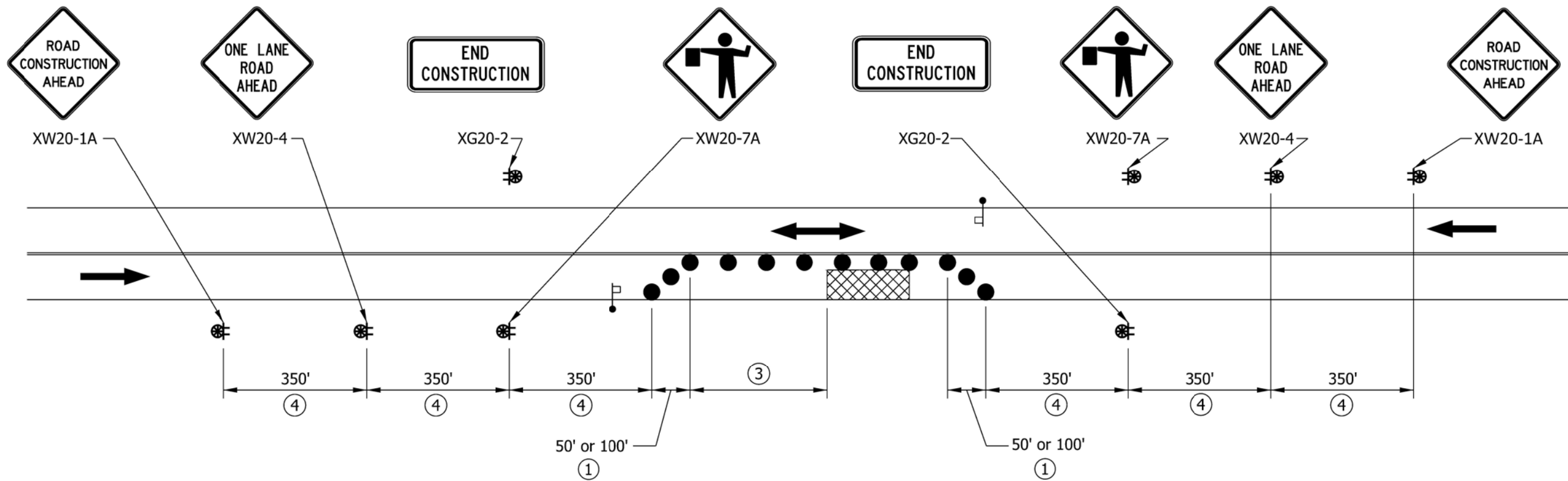
Option:

12. Periodic adjustments to the channelizing devices may be allowed in an active TTC zone to accommodate the turning movements of tractor trailer vehicles and other large vehicles.
13. On the approaches where traffic flow will be split, two pilot vehicles may be used to guide traffic through the circular intersection.

Figure 6P-53. Flagging Operation on a Single-Lane Circular Intersection (TA-53)



Typical Application 53



NOTES:

- ① Spacing of channelizing devices at this location shall be 10 ft for a 50 ft taper or 20 ft for a 100 ft taper.
- 2. If Automated Flagger Assistance Devices are used, see Part 6 of the MUTCD for set-up requirements.
- ③ Longitudinal Buffer Length
- ④ Sign spacing may be 100 ft for posted speed limits ≤ 35 mph.

LONGITUDINAL BUFFER LENGTH	
Posted Speed Limit (mph)	Length (ft)
≤ 30	200
35	250
40	305
45	360

LEGEND

- Flagger
- Work Area
- Channelizing Device
- Construction Sign and Supports
- Construction Warning Light, Type A
- Direction of Traffic

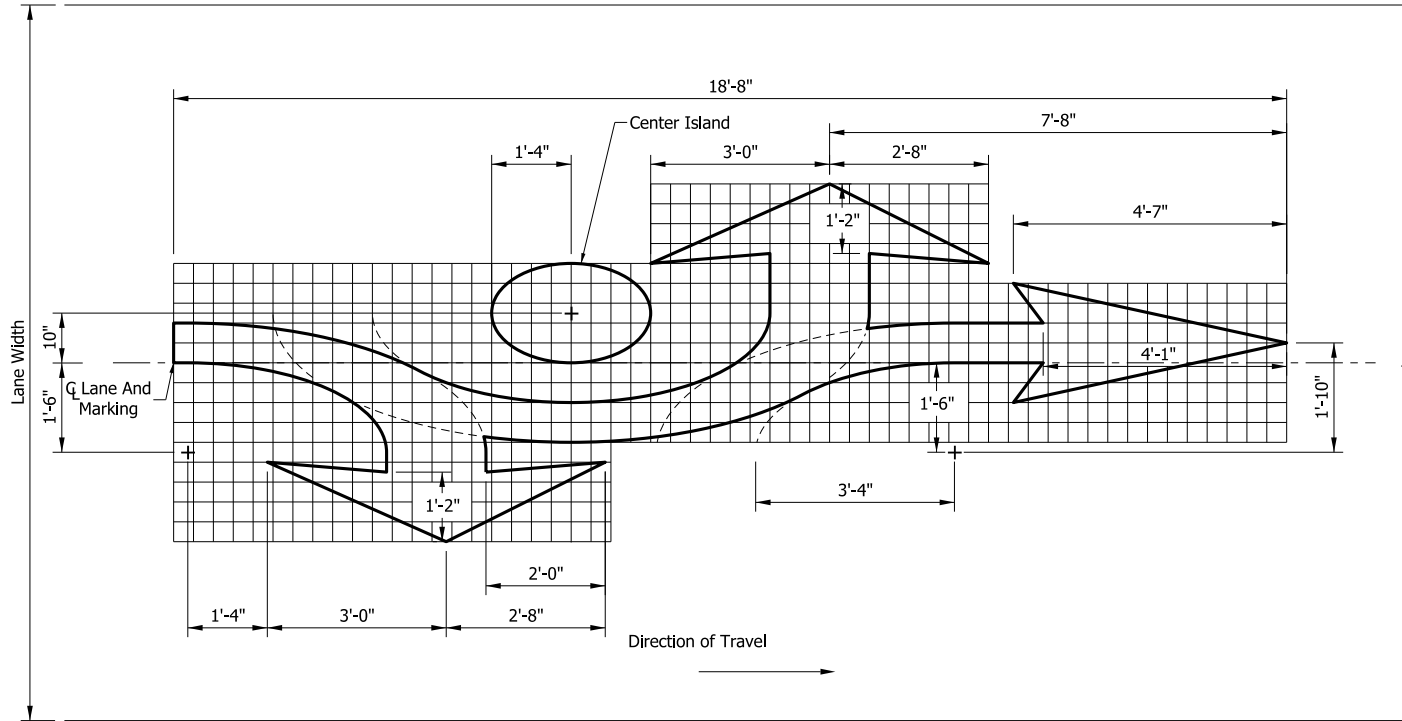
INDIANA DEPARTMENT OF TRANSPORTATION

FLAGGER OPERATION FOR URBAN TWO LANE ROADS WITH POSTED SPEED < 50 MPH SINGLE WORK AREA

SEPTEMBER 2022

STANDARD DRAWING NO. E 801-TCFO-03

	<p style="text-align: right;"><i>David H. Boruff</i> 05/17/22 DESIGN STANDARDS ENGINEER DATE</p> <p style="text-align: right;"><i>[Signature]</i> 06/27/2022 CHIEF ENGINEER DATE</p>
--	--

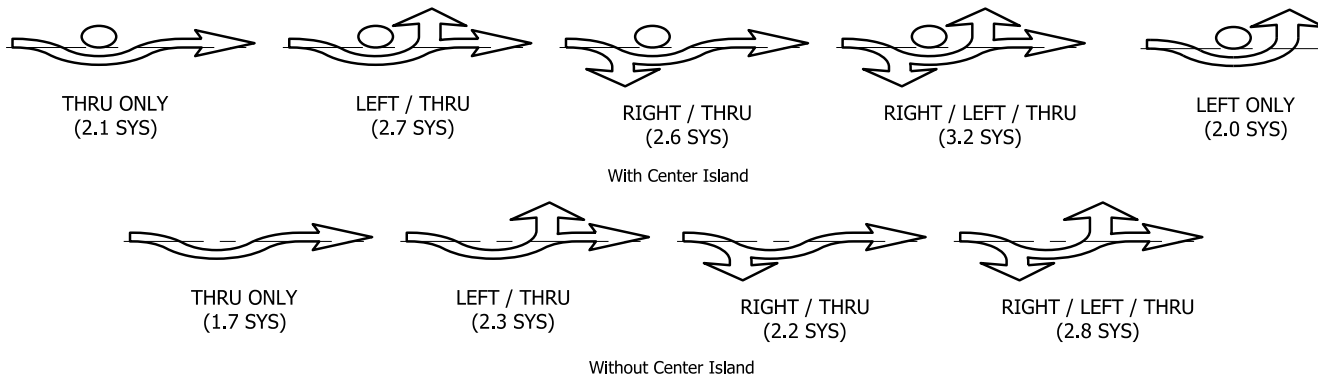


DETAIL

NOTES:

1. Each roundabout traffic arrow pavement marking shall be centered in the travel lane.
2. The grid lines are 4 in. apart.

ROUNDABOUT TRAFFIC ARROWS WITH QUANTITIES

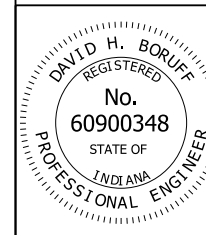


INDIANA DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKINGS
ROUNDABOUT TRAFFIC ARROWS

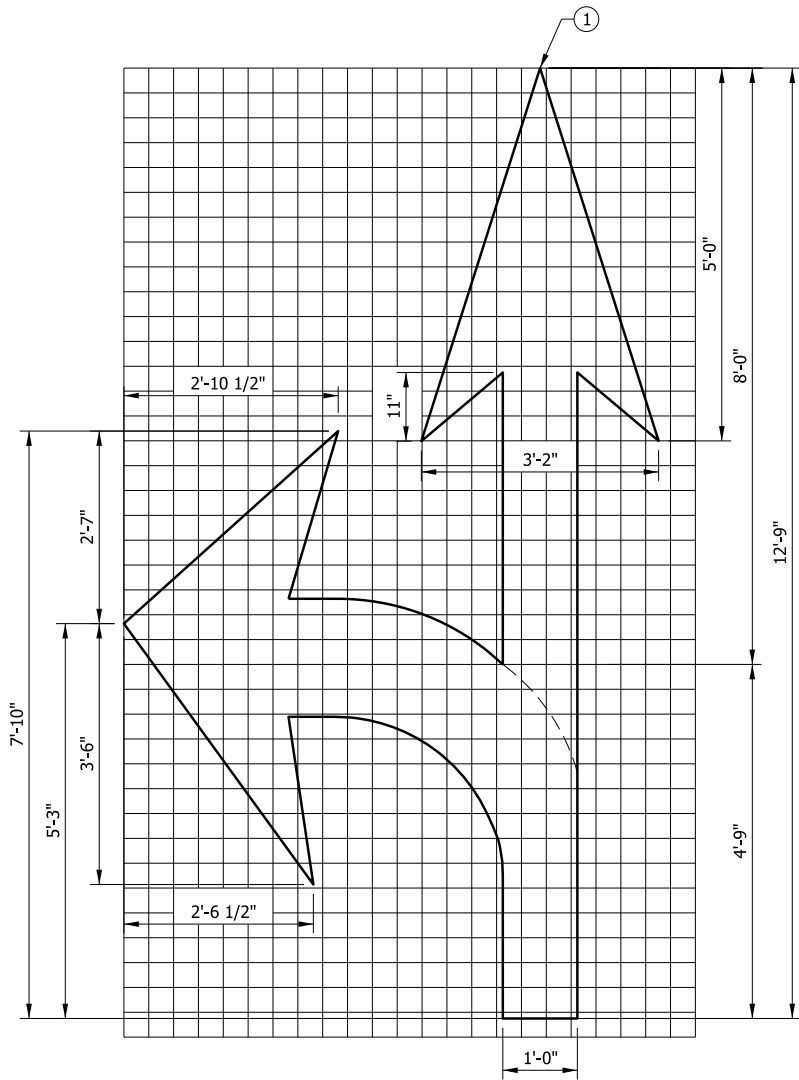
SEPTEMBER 2015

STANDARD DRAWING NO. E 808-MKPM-01

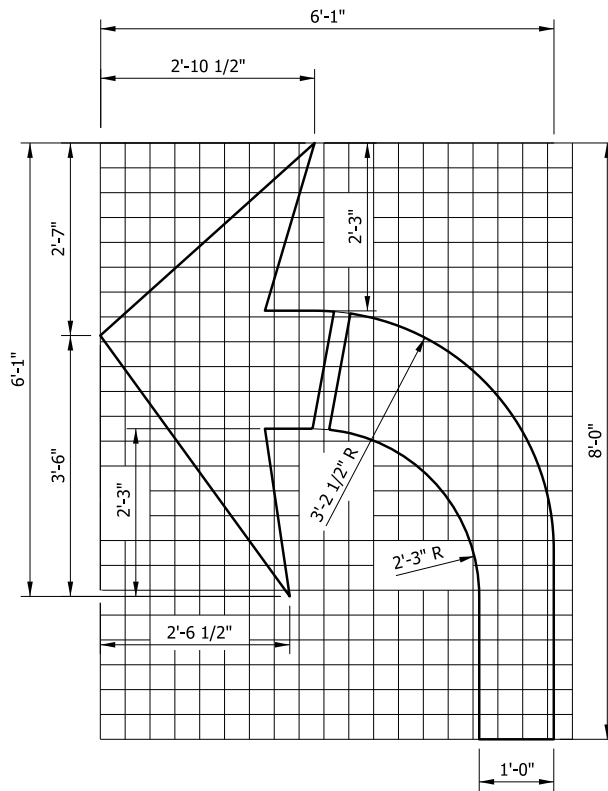


/s/ David H. Boruff 03/04/15
DESIGN STANDARDS ENGINEER DATE

/s/ Mark A. Miller 03/06/15
CHIEF ENGINEER DATE



LEFT/THRU ARROW ③



LEFT ONLY ARROW ③

NOTES:

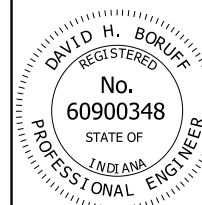
- ① The tip of the lane indication arrow closest to the stop line shall be 20 ft in advance of the nearest edge of the stop line.
- 2. The grid lines are 4 in. apart.
- ③ Reverse the dimensions of the left arrow for a right/thru or right only arrow.

INDIANA DEPARTMENT OF TRANSPORTATION

TRANSVERSE MARKINGS
TURN ARROWS

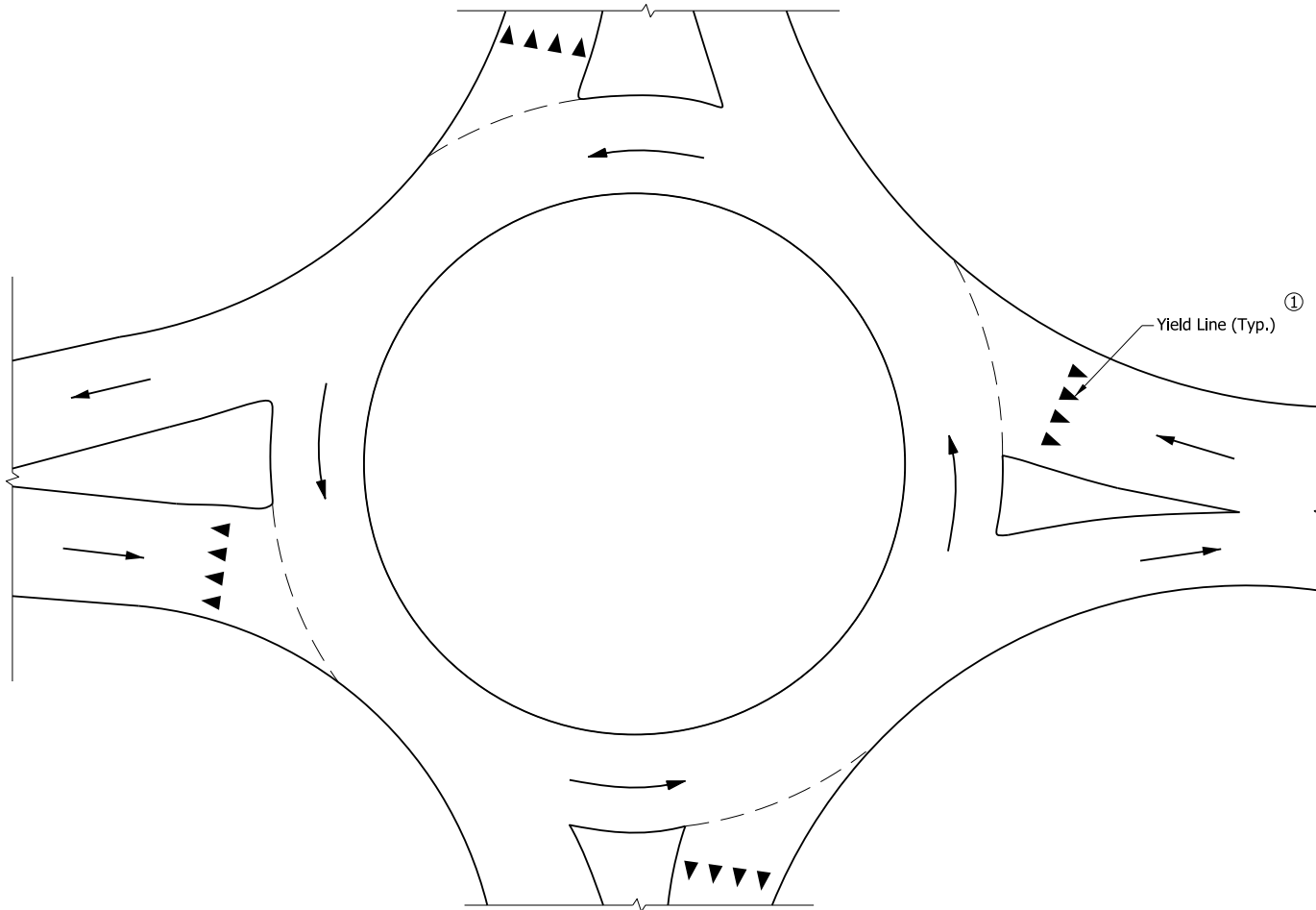
SEPTEMBER 2015

STANDARD DRAWING NO. E 808-MKPM-02



/s/ David H. Boruff 03/04/15
DESIGN STANDARDS ENGINEER DATE

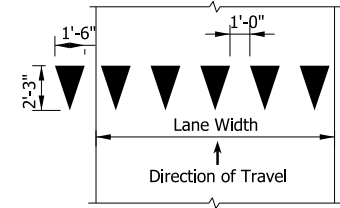
/s/ Mark A. Miller 03/06/15
CHIEF ENGINEER DATE



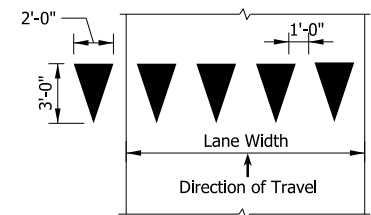
YIELD LINE PLACEMENT

NOTES:

- ① Yield line width and placement shall be as shown on the plans.



27 INCH WIDE YIELD LINES



36 INCH WIDE YIELD LINES

INDIANA DEPARTMENT OF TRANSPORTATION	
TRANSVERSE MARKINGS YIELD LINES	
SEPTEMBER 2015	
STANDARD DRAWING NO.	E 808-MKPM-05
	<i>/s/ David H. Boruff</i> 03/04/15 DESIGN STANDARDS ENGINEER DATE
	<i>/s/ Mark A. Miller</i> 03/06/15 CHIEF ENGINEER DATE

ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM

The Contractor acknowledges receipt of the following addenda which are hereby made part of the Construction Contract, as fully and effectually as if copied and set out herein in full:

<u>ADDENDUM No.</u>	<u>SIGNATURE</u>	<u>DATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Contractor (*Bidder*): _____
Address: _____

By: _____
(Signature)
Name: _____
(Printed)
Title: _____
(Printed)

NON-COLLUSION AFFIDAVIT

STATE OF _____)
) SS
COUNTY OF _____)

The undersigned CONTRACTOR, being duly sworn on oath, says that it has not, nor has any member, representative, or agent of the firm, company, corporation, or partnership represented by it, directly or indirectly entered into or offered to enter into any combination, collusion, or agreement with any person relative to the price to be bid by anyone, nor to prevent any person from bidding, nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to such bidding in any way or manner whatsoever.

BY: _____
(Signature)

(Title)

FOR: _____
(Firm or Corporation)

Before me, the undersigned Notary Public, personally appeared;

_____ this _____ day of _____, 20__.

My commission expires:

(County of Residence)

(Notary Signature & Seal)

LEGAL STATUS OF BIDDER

This Bid is submitted in the name of:

Firm Name: _____

The undersigned hereby designates below his/her 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/she 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, title, 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)

SUBCONTRACTOR UTILIZATION FORM

This report must accompany and be part of the sealed Bid.

1. Name of Bidder: _____

2. Address Bidder: _____

City State Zip Phone

3. The above-named Bidder intends to subcontract for materials, services, supplies, specialty contractors, etc., in the following fashion:

**Names and Addresses of Subcontractor
that the Contractor Anticipates Utilizing**

**Nature of
Participation**

**\$ Value of
Subcontract**

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

A. Total of Above _____

B. Total Bid Amount _____

Subcontractor Utilization as a % of Total Bid Amount: (A/B x 100) _____

Name-Authorized Officer of Bidder

Signature-Officer Bidder

Date

**JOHNSON COUNTY
CONSTRUCTION CONTRACT**

2026 LOCAL MILL AND OVERLAY PROJECT

THIS AGREEMENT, (“AGREEMENT”) made this _____ day of _____, 20___, between the Board of Commissioners of Johnson County, Indiana, and its successors and assigns, (“COUNTY”), and _____, a/an Indiana Corporation with offices in _____, Indiana, (hereinafter referred to as “**CONTRACTOR**”)

WITNESSETH:

That in consideration of the mutual covenants hereinafter set forth, **CONTRACTOR** and COUNTY agree as follows:

Section One

Description of Work

Except as otherwise specifically provided, **CONTRACTOR** shall furnish at its own cost and expense all labor, services, tools, equipment, materials and work, and all utility and transportation services, required for the construction and completion of the work to be done under this AGREEMENT, as required by the Contract Documents. **CONTRACTOR** will construct and complete the same in a thorough, workmanlike manner, in every respect as described in the Contract Documents, within the time specified and in strict accordance with the instructions and information contained in the Notice to Bidders, Instruction to Bidders, Special Provisions, Itemized bid form, Subcontractor’s Information Form, this AGREEMENT, Wage Scale Affidavit, Material and Labor Affidavit, Affirmative Action Statement, **CONTRACTOR’S** bid, and all required bonds, including all addenda thereto incorporated into any of such documents before the execution of this CONTRACT, all of which constitute the CONTRACT DOCUMENTS. All of the above documents are hereby made a part of this AGREEMENT as fully as if the same were set forth at length herein. The Specifications and all copies thereof shall remain the property of the COUNTY and may not be used on any other work by **CONTRACTOR**.

Section Two

Completion Period

CONTRACTOR will commence the work required by this AGREEMENT within ten (10) calendar days after the Notice to Proceed is given to **CONTRACTOR** by the COUNTY. All work

to be performed under this agreement shall be ready for acceptance no later than the dates identified in Special Provision SP-025 Progression Of The Work, unless the period for completion is extended by the written agreement of all parties. The time for completion of the work shall be considered to be the essence of this CONTRACT. **CONTRACTOR** will be entitled to one (1) day in addition to the time period for completion set out above for each day's delay that may be caused by the COUNTY.

Section Three

Contract Price

COUNTY will pay **CONTRACTOR** for performance of the work under this CONTRACT, subject to additions and deductions provided for herein, the amount of _____ (\$_____ .00) less five percent (5%) retainage with said retainage to be paid within sixty-one (61) days following the date of written acceptance of the work by the COUNTY.

Section Four

Payments

Payments of amounts due **CONTRACTOR** shall be made in accordance with the terms of the documents incorporated by reference into this AGREEMENT under Section One above, and shall be conditioned upon acceptance of the work by the COUNTY and upon **CONTRACTOR's** furnishing to the COUNTY satisfactory evidence that all payrolls, material bills, and other costs incurred by **CONTRACTOR** in connection with the work under this AGREEMENT have been paid in full.

Section Five

Liability for Damages

COUNTY, its officers, agents, or employees shall not in any manner be answerable or responsible for any loss or damage to the work or to any part thereof; to any materials, buildings, equipment, or other property that may be employed or placed on or about the work site during the progress of the work; for any injury done to person or property or damages or compensation required to be paid under any present or future law; or for any damage to any property occurring during or resulting from the work. COUNTY assumes no responsibility for collecting indemnities or damages from any person or persons causing injury to the work of **CONTRACTOR**.

CONTRACTOR shall have complete responsibility for the work and shall bear all losses

resulting to the **CONTRACTOR** on account of the amount or character of the work, or because the nature of the ground in or on which the work is done is different from what was assumed or expected, or because of bad weather, or because of errors or omissions in the **CONTRACTOR'S** bid or the contract price, or, except as otherwise provided in the AGREEMENT documents, because of any other causes whatsoever.

CONTRACTOR shall protect the entire work, all materials under the AGREEMENT, and all property, including machinery and equipment, in, on, or adjacent to the site of the work until final completion and acceptance of the work, from damage caused by the nature of the work, the action of the elements, acts of others or, except as otherwise provided in the contract documents, any other causes whatsoever. Should any damage occur by reason of any of the foregoing, **CONTRACTOR** shall repair it at the **CONTRACTOR'S** own expense.

At **CONTRACTOR'S** expense, **CONTRACTOR** shall take all necessary precautions for the safety of, and the prevention of injury, loss, damage, or death to persons and property on, about, or adjacent to the premises where the work is being performed, and shall comply with all applicable provisions of safety laws, rules, ordinances, regulations, and orders of duly constituted public authorities.

CONTRACTOR shall be knowledgeable and fully informed of all national and state laws and all local ordinances and regulations in any manner affecting the work or performance under this AGREEMENT, and shall at all times observe and comply with such laws, regulations, or ordinances, and shall indemnify the COUNTY, its officers, agents, and employees against any claim or liability, including attorney's fees, arising from or based on the violation of any such laws, regulations, or ordinances.

CONTRACTOR assumes all risk of loss, damage, or destruction to the work, all of its materials, tools, appliances, and property of every description, and of injury to or deaths of **CONTRACTOR** or its employees or agents arising out of or in connection with the performance of this CONTRACT, including that which occurs due to the acts or failure to act of any other third party, other than that which is solely caused by the COUNTY.

To the fullest extent permitted by law, the **CONTRACTOR** shall indemnify and hold harmless the COUNTY, and any employees of it from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees arising out of or resulting from the performance of the work, provided that such claim, damage, loss, or expense is caused in whole or in part by the **CONTRACTOR**, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such

obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnities which would otherwise exist as to a party or person described in this paragraph. The **CONTRACTOR'S** indemnity obligations shall survive the completion, cancellation, or early termination of the CONTRACT.

Section Six

Inspection

The COUNTY may appoint and employ such persons as it deems necessary to act as inspectors or agents for the purpose of supervising, in the interest of the COUNTY, materials furnished and work done as the work progresses.

Such inspectors or agents shall have unrestricted access at all times to all parts of the work and to other places where the preparation of materials and other integral parts of the work are being conducted.

CONTRACTOR shall provide all facilities and assistance required or requested to carry out the work of supervision and inspection by such inspectors or agents.

Inspection of the work by these authorities or their representatives shall in no manner be presumed to relieve in any degree the responsibilities or obligations of the **CONTRACTOR**, or to constitute **CONTRACTOR** an agent of the COUNTY.

Any materials or workmanship found at any time to be defective shall be replaced or remedied at once, regardless of previous inspection.

The COUNTY shall have the right to inspect the work and conduct such tests of the work and all components thereof and to review such records of the **CONTRACTOR** as it considers appropriate to verify that: (a) the work has been completed as indicated by the **CONTRACTOR**, (b) such work has been completed in a good and workmanlike manner, free of defects and in accordance with the CONTRACT DOCUMENTS and all warranties therein, and (c) all required payments to the subcontractors and suppliers, if applicable, have been made. If the COUNTY determines that the work has not been so completed or that required payments to the subcontractors and suppliers, if applicable, have not been made, then, notwithstanding the issuance of any certificate or any other provision of the CONTRACT DOCUMENTS, the COUNTY may withhold payments to the **CONTRACTOR** necessary to protect the COUNTY from loss. If the COUNTY withholds payments pursuant to this paragraph, it shall give written notice to the **CONTRACTOR** of the reason for withholding payments.

If the **CONTRACTOR** fails to correct any work which is not in accordance with the requirements of the CONTRACT DOCUMENTS, or fails to carry out the work in accordance with

the CONTRACT DOCUMENTS, the COUNTY, by a written order, may order the **CONTRACTOR** to stop the work, or any portion thereof, until the cause of such order has been eliminated; however, the right of the COUNTY to stop the work shall not give rise to a duty on the part of the COUNTY to exercise this right for the benefit of the **CONTRACTOR** or any other person or entity. Failure to exercise this right is not a waiver of any right by the COUNTY or a release of the **CONTRACTOR** from any duty or warranty.

If the **CONTRACTOR** defaults or neglects to carry out the work in accordance with the CONTRACT DOCUMENTS and fails within a seven (7) day period after receipt of written notice from the COUNTY to commence and continue correction of such default or neglect with diligence and promptness, the COUNTY may, after such seven (7) day period, give the **CONTRACTOR** a second written notice to correct such deficiencies within a second seven (7) day period. If the **CONTRACTOR** within such second seven (7) day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the COUNTY may, without prejudice to other remedies, correct such deficiencies. In such case an appropriate change order shall be issued deducting from the payments then or thereafter due the **CONTRACTOR** the cost of correcting such deficiencies, including compensation for the COUNTY'S additional services made necessary by such default, neglect or failure. If the payments then or thereafter due the **CONTRACTOR** are not sufficient to cover such amount, the **CONTRACTOR** shall pay the difference to the COUNTY. COUNTY reserves all remedies available to it, whether at law or in equity, in enforcing **CONTRACTOR'S** obligations under this CONTRACT.

Section Seven

Royalties, Patents, and Licenses

The **CONTRACTOR** agrees to pay for all royalties, patents, and licenses necessary for performance of the work under this CONTRACT, including those applying to processes, and further agrees to defend all suits or claims for infringement of any patent rights, and to save the COUNTY and its officers, employees, and agents harmless from loss or expenses on account thereof.

Section Eight

Certificates and Permits

CONTRACTOR shall secure at **CONTRACTOR'S** own expense all necessary certificates and permits from municipal or other public authorities required in connection with the

work contemplated by this AGREEMENT or any part hereof, and shall give all notices required by law, ordinance, or regulation. **CONTRACTOR** shall pay all fees and charges incidental to the due and lawful prosecution of the work contemplated by this CONTRACT, and any extra work performed by the **CONTRACTOR**.

Section Nine

Insurance

CONTRACTOR shall not commence work under this AGREEMENT until it has obtained all certificates of insurance required under this AGREEMENT, and such insurance has been approved by the COUNTY. Likewise, CONTRACTOR shall not allow any approved subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been obtained and approved.

The following requirements apply to CONTRACTOR, all subcontractors, and suppliers:

1. **Commercial General Liability:** Commercial General Liability insurance coverage in an amount not less than \$1,000,000 per occurrence and \$2,000,000 per project aggregate. The policy shall contain and/or be endorsed to include the following coverage:
 - (a) Premises/Operations;
 - (b) Products/Completed Operations;
 - (c) Medical Payments;
 - (d) Contractual Liability;
 - (e) Independent Contractors;
 - (f) Broad Form Property Damage;
 - (g) Personal and Advertising Injury (\$1,000,000 each occurrence);
 - (h) Separation of Insureds (Severability of Interest)

The insurance must be written on an “occurrence” form. Please note “occurrence coverage” on the certificate. “Claims made coverage” is not acceptable.

Additional Insured Endorsement CG 20 10 07 04 or a substitute endorsement providing equivalent coverage. CG 20 37 07 04 is acceptable if it is accompanied by CG 20 10 07 04, or CG 20 37 07 04 must be provided with your certificate and shall state as follows: **“The Johnson County Board**

of Commissioners and its affiliates, including all divisions and subsidiaries shall be named as an Additional Insured on a primary and non-contributory basis.”

2. **Commercial Automobile:** Comprehensive automobile liability insurance coverage (insuring all owned, leased, rented, hired, and non-owned automobiles) in an amount not less than \$1,000,000 combined single limit (CSL).
3. **Worker’s Compensation and Employer’s Liability:** Worker’s compensation statutory limits, and employer’s liability not less than \$500,000 each accident; \$500,000 disease – each employee; and \$500,000 disease – policy limit.
4. **Excess Umbrella:** Excess and/or umbrella liability in an amount not less than \$5,000,000. Excess liability must state what underlying coverage is applicable to if it is not specified in the umbrella form.
5. **Carrier Financial Ratings:** Coverage may be written with either a licensed or non-admitted company so long as the non-admitted company is: (a) listed as approved by the Indiana Department of Insurance to do business in Indiana; or (2) a carrier with a financial rating of A-, FSC VII, or better by A.M. Best.
6. **Cancellation Notice:** No revision of the standard certificate form may be made to allow any less than thirty (30) days prior written notice for cancellation of any of the aforementioned insurance policies or to process a request to delete certificate holder as described in Item 8 below as an additional insured.
7. **Certificate Holder:** The following address must always be shown regardless of where the work is to be performed:

**Johnson County Board of Commissioners
Johnson County West Annex
86 West Court Street
Franklin, IN 46131**

8. **Additional Insured; Waiver of Subrogation:** Include the following language on the certificate in the Special Provisions section with respect to all policies:

“The Johnson County Board of Commissioners and its affiliates, including all divisions and subsidiaries shall be named as Additional Insured on a primary and non-contributory basis for all policies except worker’s compensation. Insurer shall provide a waiver of subrogation in favor of the Johnson County Board of Commissioners and its affiliates, including all divisions and subsidiaries pertaining to the Commercial General Liability, Automobile Liability, and where permitted by statute, Worker’s Compensation.”

9. **Environmental Impairment and/or Professional Liability Insurance:**

Environmental Impairment and/or Professional Liability insurance shall be provided in an amount not less than \$1,000,000 per loss.

The policy shall also specifically include coverage for “hold harmless” clause (Contractual Liability) contained elsewhere in the AGREEMENT and shall appear on the certificate.

Should any coverage approach expiration during the contract period, it shall be renewed prior to its expiration date and certificates again filed with the COUNTY. Failure to renew and file new certificates with the COUNTY shall be just cause to withhold any payment until these requirements are met.

Section Ten
Subcontractors

CONTRACTOR shall not sublet any part of the work under this AGREEMENT nor assign the **CONTRACTOR’S** interest under this AGREEMENT nor any monies due the **CONTRACTOR** hereunder without first obtaining the written consent of the COUNTY. This AGREEMENT shall inure to the benefit of and shall be binding on the parties and their successors and permitted assigns. Any agreement between the **CONTRACTOR** and a subcontractor (and where appropriate between subcontractors and sub-subcontractors) shall include provisions that:

1. Preserve and protect the rights of the COUNTY herein;
2. Require that such work be performed in accordance with the requirements of the CONTRACT DOCUMENTS;
3. Require that all claims for additional costs, extensions of time, damages for delays, or otherwise with respect to subcontracted portions of the work be submitted to the **CONTRACTOR** in sufficient time so that the **CONTRACTOR** may comply in the manner provided in the CONTRACT DOCUMENTS for like claims by the **CONTRACTOR** upon the COUNTY;
4. Obligate each subcontractor specifically to consent to the provisions of this paragraph; and
5. Obligate the subcontractor to waive all rights against the COUNTY and against those for whom the COUNTY is legally liable for losses covered by insurance provided by the subcontractor to the extent the upper limits of such insurance are adequate to cover such damages.

The **CONTRACTOR** shall pay each subcontractor the amount to which the subcontractor is

entitled. In the event it appears to the COUNTY that labor, material, and other invoices incurred in the performance of **CONTRACTOR'S** work are not being currently paid, the COUNTY may take such action as it deems necessary to ensure that the money paid with any payment will be utilized to pay such invoices.

Section Eleven
Termination

In the event of any default by the **CONTRACTOR**, the COUNTY shall have the right to terminate the AGREEMENT after giving the **CONTRACTOR** seven (7) calendar days' written notice of such termination. It shall be considered a default by the **CONTRACTOR** if the **CONTRACTOR** shall:

1. Fail to cure any breach of its obligations under the CONTRACT DOCUMENTS within seven (7) days after notice from the COUNTY stating generally the nature of such breach.
2. Fail to provide qualified and competent supervisors, workmen, subcontractors, or proper materials, or fail to make prompt payment therefore.

The **CONTRACTOR** shall be terminated unless the COUNTY subsequently otherwise agrees, upon the appointment of a receiver for the **CONTRACTOR** by reason of the **CONTRACTOR'S** insolvency or upon the **CONTRACTOR'S** making an assignment for the benefit of creditors or if the **CONTRACTOR** is adjudged a bankrupt. If the **CONTRACTOR** files a petition under the bankruptcy code, the AGREEMENT shall terminate if the **CONTRACTOR** or the Trustee rejects the AGREEMENT or, when not performing in accordance with the approved schedule, the **CONTRACTOR** is unable to give adequate assurance of completing the AGREEMENT in accordance with the schedule. If the **CONTRACTOR** is not performing in accordance with the AGREEMENT at the time of filing such petition, or at any subsequent time, the COUNTY may, while awaiting the **CONTRACTOR** or the Trustee to reject the AGREEMENT or to accept and provide adequate assurance of the **CONTRACTOR'S** ability to perform, avail itself of all remedies as are reasonably necessary to maintain the schedule. The COUNTY may offset all costs incurred by it in the pursuance of any of the remedies provided in the preceding sentences, together with the COUNTY'S reasonable overhead and direct job expenses incurred in pursuing such remedy or remedies including, without limitation, its attorney's fees.

If the AGREEMENT is terminated under this paragraph, the COUNTY may take possession of the premises and of all materials, tools, and appliances thereon, and finish the work by whatever methods the COUNTY may deem expedient. In such case, the **CONTRACTOR** shall not be entitled to receive any future payment until the work is finished.

If the unpaid balance of the contract price exceeds the expense of finishing the work, including compensation for additional material and administrative services, such excess shall be paid to **CONTRACTOR**. If such expenses exceed the unpaid balance, **CONTRACTOR** shall pay the difference to the COUNTY.

Section Twelve

Guaranty of Work

CONTRACTOR agrees to guarantee all work under this AGREEMENT for a period of one year from the date of final payment.

If any unsatisfactory condition or damage develops within the time of this guaranty due to materials or workmanship that are defective, inferior, or not in accordance with this AGREEMENT, **CONTRACTOR** shall, whenever notified by COUNTY, immediately place such guaranteed work in a condition satisfactory to COUNTY and make repairs of all damage to buildings, equipment, grounds, and other property made necessary in the fulfillment of the guaranty.

If **CONTRACTOR** fails to proceed promptly to comply with the terms of any guaranty under this AGREEMENT, **CONTRACTOR** agrees that COUNTY may have such work performed as COUNTY considers necessary to fulfill such guaranty or may allow the damage or defective work to remain as it is. In the first instance, **CONTRACTOR** shall promptly pay COUNTY such sums as were expended in fulfilling the guaranty; in the second instance **CONTRACTOR** shall promptly pay COUNTY such sums of money as would have been necessary to expend to fulfill the guaranty.

Unusual wear and tear and the results of accidents not chargeable to **CONTRACTOR** or its agents do not fall within this guaranty.

Everything necessary for the fulfillment of any guaranty must be done without any expense to the COUNTY.

Section Thirteen

Wage Scales

The **CONTRACTOR** agrees that it and all of its subcontractors shall comply strictly with any wage scale determination made pursuant to Indiana law. The **CONTRACTOR** agrees further that before any work is performed pursuant to this AGREEMENT or any subcontract, a schedule of wages to be paid for the work shall be filed with the COUNTY.

Section Fourteen

Anti-discrimination Provisions

Pursuant to IC 22-9-1-10, the **CONTRACTOR** and any employee shall not discriminate against any employee or applicant for employment to be employed in the performance of work under this AGREEMENT, with respect to hire, tenure, terms, conditions, or privileges or employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, or ancestry. Breach of this provision/covenant may be regarded as a material breach of the AGREEMENT.

Section Fifteen

Cancellation

If the COUNTY makes a written determination that funds are not appropriated or otherwise available to support continuation of this CONTRACT, the AGREEMENT shall be canceled. A determination by the County that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

Section Sixteen

Conflict of Interest

As used in this section “immediate family” means the spouse and the unemancipated children of an individual.

“Interested party” means:

- (1) The individual executing this CONTRACT;
- (2) An individual who has an interest of three percent (3%) or more of **CONTRACTOR**, if **CONTRACTOR** is not an individual; or
- (3) Any member of the immediate family of an individual under subdivision (1) or (2).

“DEPARTMENT” means the Indiana Department of Administration.

“COMMISSION” means the State Ethics Commission.

The COUNTY has the right to cancel this AGREEMENT without recourse by **CONTRACTOR** if any interested party is an employee of the County of Johnson, State of Indiana.

CONTRACTOR has an affirmative obligation under this AGREEMENT to disclose to the COUNTY when an interested party is or becomes an employee of the County of Johnson, State of Indiana. The obligation under this subsection extends only to those facts which **CONTRACTOR** knows or reasonably could know.

Section Seventeen

Debarment and Suspension

CONTRACTOR certifies, by entering into this CONTRACT, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this AGREEMENT by any federal, state, or county department or agency. The term “principal” for purposes of this AGREEMENT is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operation of **CONTRACTOR**.

Section Eighteen

Notice

All notices required to be given under this AGREEMENT will be made in writing and will be sent by certified or registered mail addressed to the parties, as follows:

COUNTY: Board of Commissioners of Johnson County
 Johnson County West Annex
 86 West Court Street
 Franklin, Indiana 46131

and copy to: Tiffany M. Costley
 County Attorney
 Johnson County West Annex
 86 West Court Street
 Franklin, Indiana 46131

CONTRACTOR: _____

Section Nineteen

Entire Agreement; Amendment

The written terms and provisions of this AGREEMENT shall supersede all prior verbal statements of any officer or other representative of the COUNTY and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this AGREEMENT or any CONTRACT DOCUMENTS. This instrument contains and constitutes the entire agreement of the parties regarding the subject matter hereof, and there

are no other agreements, written or oral, between the parties affecting the subject matter hereof. No amendment of this AGREEMENT shall be effective unless the same is made in writing and signed by the parties hereto.

Section Twenty

Governing Law; Construction

1. This AGREEMENT shall be construed and interpreted in accordance with the laws of the State of Indiana, as well as all applicable federal, state, or local laws or regulations, which are herein incorporated by reference. The Parties agree that any action related to the Agreement shall be governed by the laws of the State of Indiana and brought in Johnson County, Indiana.
2. All headings of sections of this AGREEMENT are inserted for convenience only, and do not form part of the AGREEMENT or limit, expand, or otherwise alter the meaning of any provisions hereof.
3. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same AGREEMENT.
4. The terms “hereof,” “herein,” and “hereunder” and words of similar import, shall be construed to refer to this AGREEMENT as a whole, and not to any particular paragraph or provision, unless expressly so stated.
5. The word “person” shall mean any natural person, partnership, corporation, and any other form of business or legal entity.
6. All words or terms used in this CONTRACT, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.
7. The provisions of this AGREEMENT are intended to be for the sole benefit of the parties hereto, and their respective successors and assigns, and none of the provisions of this AGREEMENT are intended to be, nor shall they be construed to be, for the benefit of any third party.
8. This AGREEMENT shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted.

Section Twenty-One

Attorney Fees

In the event of any litigation between the parties hereto arising out of the terms and conditions of this CONTRACT, the party prevailing in such litigation shall be entitled to have all of its costs and expenses, including reasonable attorney fees, paid by the party not prevailing in said litigation. The prevailing party shall be entitled to have judgment entered in said proceedings

for all such costs and expenses.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT at Franklin, Indiana, the day and year first above written.

Section Twenty-Two

E-Verify Program

The Contractor shall provide documentation to the County evidencing that the Contractor has enrolled in and is participating in the E-Verify program regarding eligibility status of all newly hired employees of the Contractor pursuant to Indiana Code 22-5-1.7. The Contractor is not required to verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program if the E-Verify program no longer exists. Further, the Contractor shall sign an affidavit affirming that it has enrolled in and is participating in the E-Verify program and that the Contractor does not knowingly employ an unauthorized alien.

Section Twenty-Three

No Investment in Iran

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

CONTRACTOR

COUNTY
BOARD OF COMMISSIONERS
OF JOHNSON COUNTY

By: _____

By: _____

Brian P. Baird, Chairman

ATTEST:

By: _____

Kevin M. Walls, Member

By: _____

By: _____

Ronald H. West, Member

ATTEST:

By: _____

Elizabeth A. Alvey, Auditor of
Johnson County

This Construction Contract Prepared By:
Johnson County Highway Department
1051 Hospital Road
Franklin, Indiana 46131

Approved By:
Tiffany M. Costley, County Attorney
86 West Court Street
Franklin, Indiana 46131