

CONTRACT DOCUMENTS

FOR

PROJECT WT-24-01:
North Water Tower Maintenance

Water Utility
City of Greenfield

Chuck Fewell.....Mayor
Jason Koch, PE.....City Engineer

<u>SUBJECT</u>	<u>PAGES</u>
NOTICE TO BIDDERS	NTB-1
INSTRUCTIONS TO BIDDERS	ITB-1
AGREEMENT	A-1
ADDITIONAL REQUIREMENTS	AR-1
SPECIAL CONDITIONS	SC-1
TECHNICAL SPECIFICATIONS - MATERIAL WORKMANSHIP	TS-1

NOTICE TO BIDDERS
City of Greenfield

Department: **Water Utility**
10 S. State Street
Greenfield, Indiana 46140

Project/Work: **WT-24-01: North Water Tower Maintenance**

Notice is hereby given that the City of Greenfield will receive sealed bids for the above described "Project/Work" at Clerk-Treasurer's Office, 10 S. State Street, Greenfield, Indiana, until 9:30 a.m. prevailing local time, 10 S. State Street, on **November 15, 2023** and commencing as soon as practicable thereafter on the same date such bids will be publicly opened. No late Bids will be accepted.

The Work consists of, but is not necessarily limited to the following:

The wash out inspection with x-ray examination of the steel portion of the tank and the preparation and installation of coating system

CHECKLIST

1. Mark the lower left column of your envelope as follows;

BID: North Water Tower Maintenance

2. Complete and return, with your quote;
 - a. A current financial statement
 - b. List of equipment intended to be used on the project
 - c. A statement of Contractor's experience
 - d. A duly executed W-9 if one is not on file with the Clerk-Treasurer
 - e. Non-Collusion Affidavit
 - f. Signed Quote
 - g. E-Verify Affidavit
 - h. A copy of the contractor's insurance declaration page reflecting general liability coverage of at least \$1 million per incident and \$2 million in the aggregate, the existence of workers' compensation insurance, as well as cyber security insurance if the project involves access to our computer systems.
 - i. A bond or a certified check in the amount of 10% of the total quotation.
 - j. Copy of the proposed contract

Faxed Copies will not be accepted.

GENERAL INFORMATION

Contractors wishing to bid on this project will be required to have at least 5 years' experience working with the type and size tank with the application of coating systems. Contractors must have a verifiable record of acceptable performance of at least 10 tanks of the type and size tank with the application of coating systems desired in this project.

Upon opening, all bids meeting the requirements stated herein will be taken under advisement, and a recommendation to the City of Greenfield Board of Public Works and Safety will be prepared by Water Utility staff. The recommendation will be submitted to the Board of Public Works and Safety at a regular meeting, and all companies will be notified upon acceptance of the recommendation.

In our continuing effort to ensure that our quoting process is competitive, equitable, and efficient, we are asking for your help. If you do not plan to submit a bid, please notify The City of Greenfield Water Utility before the opening date. We thank you for your cooperation and your interest in the City of Greenfield Indiana.

A pre-bid conference for discussion of the Work, the bidding requirements, and other important matters will be held on **November 15, 2023 at 10:00 am local time** in the Conference room at **Water Administration Building, 451 S. Meek Street**. All prospective Bidders are strongly urged to attend the pre-bid conference to learn about the project.

For accommodations needed by persons with disabilities to attend the public bid opening meeting, please call (317) 477-4320.

The City of Greenfield reserves the right to reject any or all bids or to waive any informalities and to accept the bid which it deems most favorable to the interests of the City after all bids have been examined and canvassed.

GENERAL CONDITIONS

Only sealed bids will be accepted. The City of Greenfield Indiana will not accept faxed bid documents or Affidavits of Non-Collusion. The entire bid must be complete upon submission. No interested party may withdraw their bid for a period of (30) thirty days after the date set for opening the quotes.

The City of Greenfield will award the quote contract to the lowest most responsive and responsible party; however, the City Of Greenfield reserves the right to reject any or all quotes, wholly or in part, and to waive informalities or such items deemed not material or substantive to the quotes.

Bids received after the stipulated closing time will be returned unopened.

City of Greenfield Water Utility

NORTH WATER TOWER MAINTENANCE - CITY OF GREENFIELD COMMITMENTS

1. CITY OF GREENFIELD WILL HAVE THE TOWER TAKEN OFF LINE AND DRAINED PRIOR TO CONTRACTOR NO LATER START DATE.
2. CITY OF GREENFIELD WILL PROVIDE ACCESS TO POWER AND WATER NEEDED FOR THE COMPLETION OF THE WORK OUTLINED IN THIS BID DOCUMENT.

NORTH WATER TOWER MAINTENANCE - CONTRACTOR EXPECTATIONS

1. CONTRACTOR WILL PROVIDE PROFESSIONAL SERVICES FOR ALL WORK TO BE DONE IN THE RECOATING, CONTAINMENT, INSPECTION AND CLEANING OF THE TANK IN PREPARATION TO RETURN THE TANK TO SERVICE AS PER SPECIFICATIONS CONTAINED IN TECHNICAL SPECIFICATIONS SECTION OF THIS DOCUMENT
2. CONTRACTOR WILL CONDUCT WATER QUALITY ANALYSIS FOR THE DETERMINATION OF PROPER COATING SYSTEM PREPARATION AND INSTALLATION AS NECESSARY TO BE IN COMPLIANCE WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS
3. CONTRACTOR TO INSPECT AND MAKE NECESSARY REPAIRS TO THE STEEL TANK, AND ALL OF THE TANKS COMPONENTS.
4. CONTRACTOR WILL PROVIDE CRANE AND OPERATOR(S) REQUIRED TO INSTALL CONTAINMENT SYSTEM.
5. OWNER AGREES TO MAKE ALL INSPECTIONS PROMPTLY WHEN REQUESTED BY CONTRACTOR AND MAKE FINAL INSPECTION WITHIN 24 HOURS OF NOTIFICATION BY CREW FOREMAN THAT JOB IS COMPLETED.
6. ALL WORK WARRANTED FOR THREE YEARS.

EXPECTED DATES OF WORK

The Successful Contractor will be provided Notice of Award by **January 12, 2024**. Notice to Proceed is projected to be issued, **February 1, 2024**. Contractor will be expected to begin work no later than **March 1, 2024**.

The contractor will perform onsite work between the hours of 7:00 am to 6:00 pm. If the Contractor cannot work due to weather conditions it is expected for the Contractor to inform the Greenfield Water Utility point of contact for the project. Point of Contact will be Jimmy Griffith, Assistant Water Utility Manager at 317-538-3753.

Substantial Completion is defined as having the North Water Tower in service after passing all regulatory testing. Anticipated Substantial Completion date will be **June 30, 2021**. Final Completion date will be **July 15, 2021**.

If the contractor encounters any delay that will affect substantial completion, the contractor or their representative will submit a written notification to the owner. Liquidated damage may be assessed if the completion dates are not met. \$100 per day for each day in achieving substantial completion. \$500 per day for being late on final completion.

EXTRA WORK

The cost of any work not covered in the agreement will be in addition to the price quoted for the maintenance work required. The owner must authorize in advance of any extra work or repairs in writing.

ALTERATION OF PHYSICAL STRUCTURES

The Contractor will provide a work plan to the owner with any physical modifications listed. If there is a modification that is found to be necessary, Contractor will contact the Owner prior to any cutting, removal, or other physical material changes made to the roof or the existing plant structures. The owner must authorize in advance any additional physical modification not identified in the work plan.

INSURANCE

The Contractor must provide a Certificate of Liability Insurance showing that the Contractor has obtained and will continue to carry Worker's Compensation, Public and Private Liability, Cyber Security insurance as applicable, as well as property damage insurance during the life of the contract, and *name the City of Greenfield as additional insured.*

1. Claims under workers' or workmen's compensation, disability benefits and other similar employees benefit acts;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
4. Claims for damages insured by personal injury liability coverage which are sustained
 - (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - (ii) by any other person for any other reason.
5. Claims for damages, other than to the work itself because of injury to or destruction of tangible property, including loss of use resulting there from; and
6. Claims for damages because of bodily injury or death of any person or property damage arising out of the Ownership, maintenance or use of any motor vehicle.

LIMITS:

Combined Excess Liability (Umbrella) Insurance

Each Occurrence	\$2,000,000
Aggregate	\$2,000,000

For claims under Worker's Compensation:

(1) State	Statutory
(2) Federal.....	Statutory
(3) Employer's Liability – Each Accident:.....	\$1,000,000
Employer's Liability – Disease – Each Employee:	\$1,000,000

Employer's Liability – Disease – Policy Limit:\$1,000,000

General Liability Provided Per Occurrence

Each Occurrence (Bodily and Property

Damage Included):\$1,000,000

Damage To Rented Premises:\$100,000

Medical Expenses (Any One Person):\$10,000

Personal and Adv Injury, With Employment

Exclusion Deleted:\$1,000,000

General Aggregate (Per Project):\$2,000,000

Products and Completed Operations

Aggregate:\$2,000,000

7. Cyber Security insurance liability (if applicable to project)\$100,000

GUARANTEE:

The Contractor shall guarantee its work in writing for a period of a minimum of one year from the date of Final Completion. Final Completion date will be July 15, 2024. The Contractor will repair any defects of which they are notified during the warranty period which may appear because of faulty design, workmanship, or materials furnished under the specifications.

SAFETY REQUIREMENTS:

Contractor shall provide a list of personnel that will be working on site by pre-construction meeting to have authorized access to the North Water Tower property.

There are no animals, children, or non-essential employees permitted on city property. Only the individuals completing the task assigned as authorized by the City of Greenfield Water Utility.

Contractors are to follow all OSHA State, Federal, and City of Greenfield guidelines (always adhering to the more stringent regulation).

Contractors are to check in with the Utility Manager or Assistant Utility Manager when starting a phase of the project.

Questions and concerns should be directed to Assistant Utility Manager Jimmy Griffith (317) 538-3753

INSTRUCTIONS TO BIDDERS

City of Greenfield

Department (“Owner”): **Water Utility**
10 S. State Street
Greenfield, Indiana 46140

Project/Work: **WT-24-01: North Water Tower Maintenance**

Owner’s Representative: **Charles Gill**

1. GENERAL

- 1.1 Submission of a Bid shall constitute an unconditional agreement and acknowledgment by the Bidder to be bound by all terms and conditions set forth herein and in any of the documents assembled or referred to in the bound Project Manual of which these Instructions to Bidders are a part.
- 1.2 Sample forms are included in the Project Manual to acquaint Bidders with the form and provisions of various Bid Documents and other documentation required by the Contract Documents to be executed, completed and submitted by some or all Bidders, either as part of a Bid Submission or after the Bid Date. Such sample forms are not to be detached from the Project Manual, or filled out or executed. Separate copies of such forms and any other required documentation prescribed by the Contract Documents have been or will be furnished separately by the Owner and must be obtained directly from the City.
- 1.3 Instructions and requirements printed on any sample form included in the Project Manual or any form not so included but required to be completed, signed or furnished by a Bidder as part of a Bid Submission or after receipt and opening of Bids shall be deemed requirements established by these Instructions to Bidders to the same extent as if fully restated herein.
- 1.4 By submitting bid the Bidder agrees the bid proposal and price(s) contained herein shall be valid for ninety (90) days from bid opening.

2. DEFINITIONS

The following definitions shall apply to these Instructions to Bidders (ITB):

- 2.1 Bidder - Any person or entity who submits a Bid.
- 2.2 Bid - A written proposal submitted by a Bidder as part of the form prescribed herein offering to perform and complete the Work and to fulfill all other requirements of the Contract Documents for one or more specified prices.
- 2.3 Bid Documents - All documents and completed forms required to be submitted by a Bidder with and as integral parts of a Bid Submission, whether or not included as sample forms assembled in the Project Manual of which these Instructions to Bidders are a part. Such Bid Documents are listed and more fully described in ITB Section 5.3 hereof.

- 2.4 Bid Date - The date when Bids are to be received, opened and publicly read aloud as established by the Notice to Bidders as may be modified by Addenda.
- 2.5 Bid Submission - All documents presented by a Bidder for receipt and opening on the Bid Date.
- 2.6 Contract Documents - The Agreement and any exhibits thereto, Addenda (which pertain to the Contract Documents), Instructions to Bidders, Advertisement, Notice to Bidders, Bidder's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award), Notice to Proceed, the Bonds, the General Conditions, the Additional Requirements Section, any supplemental or special conditions, the Specifications and the Drawings, as the same are more specifically identified in the Agreement.
- 2.7 E-Verify Program - An electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.403(a), as amended, operated by the United States Department of Homeland Security or successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and control Act of 1986 (P.L. 99-603).
- 2.8 Owner - The City of Greenfield acting by and through the Department or other agency designated above.
- 2.9 Project Manual - The bound set of documents, sample forms, and Contract Documents (excluding plans and Addenda) approved by the Owner for the Work and/or Project described in the Notice to Bidders and of which these Instructions to Bidders are a part.

In all other respects, terms used herein shall have the meanings as stated in the General Conditions or other Contract Documents.

3. EXAMINATION OF SITE AND DOCUMENTS

- 3.1 Before the Bid Date, all Bidders shall carefully and thoroughly examine and inspect the entire site of the proposed Work and adjacent premises and the various means of approach and access thereto by means of a site inspection visit, and make all necessary investigations to inform themselves thoroughly as to the facilities necessary for delivering, placing and operating the necessary construction equipment, and for delivering and handling materials at the site, and shall inform themselves thoroughly as to any and all actual or potential difficulties, hindrances, delays and constraints involved in the commencement, prosecution and completion of the proposed Work in accordance with the requirements of the Contract Documents.
- 3.2 It shall be the sole responsibility of Bidders to make borings, test pits and to conduct such other investigations at or near the site of the proposed Work as they deem necessary to determine the character, location, and amount of materials to be encountered or other subsurface conditions which could affect the manner, cost or time required to perform the Work.
- 3.3 Bidders shall carefully and thoroughly examine the plans, specifications and other Contract and/or Project Manual Documents and shall assume the full risk of their own judgments as to the nature, quality and amount of the whole of the Work to be done, and for the price bid must assume all risk of any and all variances or errors in any computation or statement of amounts or quantities necessary to complete the Work in strict compliance with the Contract Documents.

- 3.4 Elevations of the existing ground surface or structures at the site of the Work as shown on the plans are believed to be reasonably correct, but are not guaranteed to be absolutely so and are presented only as an approximation. Bidders shall satisfy themselves as to the correctness of all elevations.
- 3.5 Information stated or depicted on plans concerning the location, dimensions, depth and other characteristics of underground structures and utilities is given only as general information and shall not be construed or relied upon by Bidders as a representation or assurance that such structures or utilities will be found or encountered as plotted, or that such information is complete or accurate. Bidders, therefore, shall satisfy themselves by such means as they may deem proper as to the location of all structures and utilities that may be encountered in construction of the Work and shall bear the risk of the number, type, location, dimensions and depth of all structures and utilities thus encountered.
- 3.6 The City of Greenfield Standard General Conditions for Construction Contracts, August 2018, is incorporated by reference as part of this bid. Copy of General Conditions are available at <https://www.greenfieldin.org/government/engineering>.

4. CLARIFICATIONS AND ADDENDA

- 4.1 If a Bidder finds conflicts, errors, discrepancies or ambiguities in the Contract Documents or any sample form, or if the Bidder is in doubt as to the intended meaning of any portion or provision therein, the Bidder shall at once give written notice thereof to the Owner's Representative, at least seven (7) consecutive calendar days prior to the Bid Date. No Bidder shall be allowed any extra compensation or time extension by reason of any conflict, error, discrepancy or ambiguity of which the Bidder had actual knowledge or reasonably should have known and which he/she failed to report within the period and in the manner required by these Instructions to Bidders.
- 4.2 No material changes, clarifications or interpretations of the Contract Documents will be issued except by written or graphic Addenda mailed or delivered to record holders of Contract Documents not less than three (3) days prior to the Bid Date. All such Addenda must be acknowledged by the Bidder and will become a part of the Contract Documents. The Owner will not be responsible for or bound by any oral or written interpretations or clarifications of the Contract Documents which anyone presumes to make on its behalf, except by an Addendum issued in accordance with this Section.

5. BID SUBMISSION

- 5.1 All Bid Documents shall be placed within a sealed envelope which shall be plainly labeled on the outside with the name and address of the Bidder, Project name and number (if applicable) and Due Date. If forwarded by mail, the sealed envelope must be enclosed in another envelope addressed to: City of Greenfield, Clerk-Treasurer, 10 S. State Street, Greenfield, Indiana 46140.
- 5.2 All Bid Documents as herein prescribed must be submitted with and as integral parts of each Bid Submission and shall be subject to all requirements of the Contract Documents, including drawings and these Instructions to Bidders. Bid Documents must be properly filled in and completed in every material respect and without interlineations, excisions, special conditions, qualifications or exceptions. Each Bid Document requiring a signature shall be signed by an individual duly authorized to execute such document on Bidder's behalf. A bid executed by a corporation, joint venture, or other entity with an assumed name shall have the legal and correct name thereof followed by the word "by" and the signature and title of the officer or other person authorized to sign for it.

- 5.3 The Bid Documents to be thus submitted by each Bidder shall consist of all of the following (5.3.1, 5.3.2, 5.3.3):
- .1 Bidder's Itemized Proposal and Declarations. A sample of this form is included in the Project Manual and must be utilized by all Bidders. Such document includes and consists of the following constituent "Parts":
 - "Part 1 - Bidder Information"
 - "Part 2 - Proposal (Bid)"
 - "Part 3 - Contract Items and Unit Prices"
 - "Part 4 - Contract Documents and Addenda"
 - "Part 5 - Exceptions"
 - "Part 6 - Nepotism Disclosure Form"
 - "Part 7 - Additional Declarations, including certification required by IC 5-22-16.5"
 - "Part 8 - Drug Testing"
 - "Part 9 - Non-Collusion Affidavit"
 - "Part 10 - E-Verify Affidavit"
 - "Part 11 - Signatures"
 - .2 Bid Security in the form of a Bid Bond or Certified Check in an amount not less than five percent (5%) of the bid price. Such Bid Security shall serve as security to insure the execution of the Agreement and the furnishing of other required documents by the successful Bidder, including Performance and Payment Bonds. A sample Bid Bond form is included in the Project Manual and such form, or such other form as may be approved in advance by Owner, shall be utilized if such a bond is furnished as Bid Security. A Bid Bond shall be executed by a surety company licensed to transact such business in the State of Indiana and qualified as a surety under the underwriting limitations on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the U.S. Treasury Department Circular No. 570; the Bidder shall also furnish as part of the Bid Submission a signed power of attorney establishing the authority of the person executing such Bid Bond on behalf of the surety. Bid Security shall be held until the Contract is executed with the successful Bidder. In the event that all bids are rejected, the Bid Security of all Bidders will be returned upon request. No "Annual" bid bonds, cash deposits or cashiers' checks will be accepted.
 - .3 Contractor's Bid for Public Work (State Form 96). Such form is included in this Project Manual on pages BID-10 to BID-15 and shall be used in consideration of a Bidder's ability to perform its obligations under the terms of the contract Documents and in determining other material factors bearing upon a Bidder's responsibility. If Bid is under \$150,000 either of these forms may be submitted as a Post-Bid submittal under Section 6, Post Bid Requirements.
- 5.4 Bids may be withdrawn in person by a Bidder during normal hours of business prior to the time fixed for opening of Bids. In the event of a valid withdrawal of a Bid, the Bid Security of the withdrawing Bidder will be returned promptly. No Bid may be withdrawn after opening of Bids has commenced except after expiration of such period following the Bid Date as specifically provided by law, plus any extension thereof as provided elsewhere in these Instructions to Bidders. Bidder's failure to provide all completed documentation as required in ITB Section 5.3 may result in Bid being deemed non-responsive.

6. POST-BID REQUIREMENTS

Within five (5) business days of notification by Owner, the apparent lowest responsive Bidder will be required to submit additional documents and satisfy additional requirements as conditions to such Bidder being found by the Owner to be a responsible Bidder, as follows:

- 6.1 Proof of Insurability. The Bidder shall furnish: (1) proof of insurance showing existing coverage in accordance with the terms and amounts stated in the General Conditions, or (2) a letter or statement certifying that, in the event that the bid is awarded by the Owner, an insurance company will provide the required coverage to the Bidder submitting the bid. Such proof of insurance or the letter/statement shall be issued by a financially responsible insurance company authorized to do business in the State of Indiana.
- 6.2 Surety Letter of Intent. The Bidder shall furnish a written statement or letter from a Surety company licensed to transact such business in the State of Indiana and qualified as a surety under the underwriting limitations on the current list of "Surety Companies Acceptable on Federal Bonds" as published in U.S. Treasury Department Circular No. 570, which assures the Owner that, in the event the Bid is accepted and a contract is awarded by Owner, said Surety will execute and deliver both a Performance Bond and Payment Bond as required by the Contract Documents.
- 6.3 Joint Venture Agreement. If the Bidder is a joint venture, partnership or other combination of two or more persons or entities, the Bidder shall submit a copy of the joint venture or other agreement by which such joint venture, partnership or other association has been formed, executed by all such participating persons or entities. If the Bid is signed by less than all parties that comprise the Bidder, suitable written evidence of the authority of such signing party to bind all such parties must also be furnished.
- 6.4 Subcontractor/Supplier List. The Bidder shall submit all subcontractors and suppliers that will be used on the project, as required (POST-BID-1).
- 6.5 Manufacturers List. The Bidder shall submit a complete list of all equipment and supplies that are listed in the Manufacturer's List (POST-BID-2).
- 6.6 E-Verify Documentation. - The Bidder shall submit verification that it is enrolled in and participating in the E-Verify program (POST-BID-3).

7. BID EVALUATION AND AWARD

- 7.1 **Award of the Contract will be made to the lowest, responsive and responsible Bidder, where the Bid is reasonable and does not exceed the funds available for the project.** The Owner reserves the right to reject all Bids and may waive or allow a Bidder to correct errors, omissions or other irregularities in Bid Documents that are found not to have afforded the Bidder a substantial competitive advantage over other Bidders.
- 7.2 The Owner shall have the right to reject any Bid if investigation of the Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations and complete the Work. Any or all Bids will be rejected if there is reason to believe that collusion exists among Bidders.
- 7.3 For unit price Contract Items, estimated quantities and unit prices will serve as the basis for determining the proposed price of each Bid. Patent math errors in statements of Bid prices or totals

may be corrected by the Owner or Engineer, in which case the corrected amounts will be used for the purpose of Bid evaluation, comparison and other award considerations. However, neither the Owner nor the Engineer shall be required to discover or correct any error or omission in a Bid and the Bidder shall assume the risk of and be bound to the consequences of any such error or omission.

- 7.4 The Owner may, at its sole option, award the Contract to a Bidder on a conditional basis to afford the Bidder additional time and opportunity to submit required documents or to fulfill other requirements. In such case, the Owner will furnish to the Bidder a notice of conditional award which will establish (i) the additional conditions to be fulfilled for the award to become effective, and (ii) the time limit within which such conditions shall be satisfied. If the Bidder fails to satisfy the conditions in the manner and within the time specified in such notice, the Owner may declare such Bidder to be non-responsible and award the Contract, conditionally or unconditionally, to another Bidder. Time limitations governing the Owner's award of the Contract shall be extended for such additional period as may be required to effectuate the conditional award procedure set forth in this sub-section, and no Bid may be withdrawn during such period of extension.

8. CONTRACT EXECUTION; SUBMITTALS

- 8.1 Within five (5) business days after the award notice, the successful Bidder shall sign and deliver at least three (3) counterparts of the Agreement, utilizing the form thereof included in the Project Manual and make delivery thereof to the Owner, along with other documents as prescribed by the Contract Documents. After execution and delivery of the Agreement and other required documents, and acceptance thereof by the Owner, the Bid Security furnished by each Bidder will be returned to the respective Bidders upon request.
- 8.2 If the Bidder fails or neglects to execute and deliver the Agreement and other required documents as prescribed by the preceding sub-section, the Bidder shall be deemed to have repudiated the Contract and thereupon the award shall be null and void; and the Bid Security provided by the Bidder shall be forfeited to and retained by the Owner as liquidated damages for such failure of the Bidder to execute the Contract, it being understood and agreed that the character and amount of actual damages sustained by the Owner cannot reliably be ascertained and measured and that the amount of the Bid Security is intended as a reasonable prospective estimate of such actual damages.
- 8.3 Concurrently with the execution and delivery of the Agreement to the Owner, or within such other period as the Owner may prescribe, the successful Bidder (Contractor) shall submit the following as conditions to the Bidder's right to proceed with and receive payment for any Work:
- .1 Proof of all required insurance coverage, a one hundred percent (100%) Performance Bond and a one hundred percent (100%) Payment Bond as prescribed by the General Conditions or other Contract Documents. Such bonds shall be executed utilizing the sample forms included in the Project Manual or alternative forms approved in advance by the Owner. Indemnification clauses between successful Bidder and the Surety shall not be binding upon the Owner;
 - .2 The preliminary schedules required by Paragraph 2.7 of the General Conditions;
 - .3 Other Post-Bid submittals required by the Contract Documents.

9. LIQUIDATED DAMAGES

- 9.1 The Contract Documents provide for the payment of liquidated damages in the event of unexcused failure by the Contractor to complete the Work within the time required by the Contract Documents. **Such liquidated damages are to be assessed and recovered at the rate of \$100.00 per day for delay in achieving the Substantial Completion date of June 30, 2024 and at the rate of \$500.00 per day for delay in achieving the Final Completion date of July 15, 2024.**
- 9.2 The per diem rate(s) of liquidated damages established by the preceding sub-section have been determined and are intended as reasonable prospective estimate(s) of the type and amount of actual damages which the Owner may sustain in the event of such delay(s). Submission of a Bid shall constitute an unconditional acknowledgment and agreement by the Bidder that such liquidated damages are fair and reasonable and do not and will not constitute a penalty, and that such liquidated damages may be assessed and recovered by the Owner as against the successful Bidder/Contractor and its Surety in lieu of actual damages for delayed completion.

10. CHANGE ORDERS

- 10.1 During the course of the Work, should the Owner or Bidder determine that additional work which was foreseeable is required, such work shall not be automatically awarded through change orders. However, the Owner reserves the right to award additional work which was foreseeable to the original Bidder where doing so is in the best interest of the Owner. All such awards are and will remain subject to necessary approvals.

END OF INSTRUCTIONS TO BIDDERS

AGREEMENT
City of Greenfield

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20_____.

by and between

“OWNER”: City of Greenfield, Indiana, by and through its Board of Public Works
10 S. State Street, Greenfield, Indiana 46140

and

“CONTRACTOR”:

concerning the following:

“PROJECT”: **WT-24-01: North Water Tower Maintenance**

“WORK”: **Maintenance and Repair of North Water Tower**

RECITALS:

- A. The OWNER has heretofore caused to be prepared certain specifications and other “Contract Documents” as hereinafter listed pertaining to the above described Project and Work, and the CONTRACTOR has filed Proposal to furnish said labor, tools, material, equipment, services, and perform said Work upon the terms and for the price(s) therein fully stated and set forth;
- B. The said Contract Documents accurately and fully describe the terms and conditions upon which the CONTRACTOR is willing to furnish the labor, tools, material, equipment, services, and perform the Work called for by the Contract Documents and in the manner and time and for the price(s) set forth herein.

THE OWNER AND CONTRACTOR AGREE AS FOLLOWS:

1. Contract Documents

1.1 This Agreement consists of the following Contract Documents all of which are as fully a part of this Agreement as if set out verbatim herein or attached hereto and the same do in all particulars become the Agreement between the parties hereto in all matters and things set forth herein and described:

- .1 This Agreement;
- .2 All Addenda issued prior to receipt of Bids, whether or not receipt thereof has been acknowledged by CONTRACTOR in its Bid;
- .3 Special Conditions;
- .4 General Conditions;
- .5 CONTRACTOR's Itemized Proposal and Declarations;
- .6 Technical Specifications;
- .7 City Standards and Specifications;
- .8 Additional Requirements Section of the Bid Documents (change order forms, Indiana Code 5-16-13, etc.);
- .9 Instructions to Bidders;
- .10 Advertisement or Notice to Bidders; and
- .11 Performance, Payment and Warranty Bonds.

1.2 In resolving conflicts, errors, discrepancies and disputes concerning the nature, character, scope or extent of Work to be performed or furnished by the CONTRACTOR, or other rights and obligations of the OWNER and CONTRACTOR, arising from or prescribed by one or more of the Contract Documents, the following rules shall govern:

- .1 A requirement occurring in one Contract Document is as binding as though occurring in all Contract Documents;
- .2 Calculated dimensions shall govern over scaled dimensions;
- .3 The Contract Documents shall be given precedence in the order listed in Paragraph 1.1 above; and
- .4. In documents of equal priority, if any such conflict, error, discrepancy or dispute cannot be resolved or reconciled by application of the rules stated in Subparagraphs 1.2.1 through 1.2.3, then the provision expressing the greater quantity, quality, or scope of work, or imposing the greater obligation upon the CONTRACTOR or affording the greater right or remedy to the OWNER shall govern, without regard to the party who drafted such provision.

2. Contract Price

- 2.1 The CONTRACTOR shall, in strict conformity with the Contract Documents, furnish all labor, tools, materials, equipment, services, assume and fulfill all obligations and perform all Work required to construct, complete, and make ready for use by the OWNER for the lump sum of _____ Dollars (\$_____).

*****OR*****

The CONTRACTOR shall, in strict conformity with the Contract Documents, furnish all labor, tools, materials, equipment, services, assume and fulfill all obligations and perform all Work required to construct, complete, and make ready for use by the OWNER for at the Unit Prices as quoted in the above described Bid Proposal the total not to exceed _____ Dollars (\$_____), subject to any additions or deletions based on actual approved quantities of the respective unit price items, which sum the CONTRACTOR agrees to accept as full payment for all such Work actually performed and accepted as described in the Contract Items specification and other Contract Documents. The CONTRACTOR agrees that each unit price shall be deemed full and complete compensation for all direct and indirect costs for each respective item of Work, including without limitation all materials, labor, supervision, equipment, transportation, warranties, repairs, replacement, overhead and profit for the item, complete and in place.

- 2.2 The above stated Contract Sum will be paid to the CONTRACTOR in the manner and at such times as set forth in the Contract Documents.

3. Contract Time

- 3.1 It is hereby understood and mutually agreed, by and between the CONTRACTOR and OWNER, that the date of commencement and the time for completion of the Work as specified in the Contract Documents are ESSENTIAL CONDITIONS of this Agreement.
- 3.2 The CONTRACTOR agrees that the Work shall be commenced no later than the date indicated in the Notice to Proceed and that the Work shall be prosecuted regularly, diligently and uninterruptedly at such a rate of progress as will insure **Substantial Completion on or before June 30, 2024, and Final Completion on or before July 15, 2024.**
- 3.3 The CONTRACTOR and OWNER acknowledge and agree that the time allotted by this Agreement for the performance and completion of the Work is reasonable and takes into account any and all risks and adverse conditions assumed by CONTRACTOR hereunder.

4. Liquidated Damages

The CONTRACTOR and OWNER recognize and contemplate that unexcused failure by the CONTRACTOR to complete the Work within the Contract Time will cause the OWNER and the Public to suffer financial losses or inconvenience the full and exact extent and character of which cannot be measured as a basis for recovery by the OWNER of actual damages, and that liquidated damages as prescribed in the Contract Documents represent a fair, reasonable and appropriate estimate thereof. Accordingly, the CONTRACTOR agrees that such liquidated damages may be assessed and recovered by the OWNER, as against CONTRACTOR and its Surety, in the event of delayed completion and without the OWNER being required to present any evidence of the amount or character of actual damages sustained by reason thereof. **Such liquidated damages shall be assessed and recovered at the rate of \$100.00 per day for delay in achieving Substantial Completion and at the rate of \$500.00 per day in achieving Final Completion of the Work.**

5. Effective Date

This Agreement shall be deemed effective as of the date and year first above written notwithstanding the date on which this Agreement has been executed by the respective parties or their representatives as stated below.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

“CONTRACTOR” SIGNATURE:

IN TESTIMONY THEREOF, the CONTRACTOR has hereunder set his hand this _____ day of _____, 20____.

Firm Name _____

Address _____

Telephone No. _____ Fax No. _____

By: _____
Signature

Printed: _____

Title: _____

“OWNER” SIGNATURES:

IN WITNESS WHEREOF, the OWNER does hereby accept the foregoing Agreement, and has herewith set his/her hand this _____ day of _____, 20____.

For and on behalf of the City of Greenfield by its Board of Public Works.

Chuck Fewell, Mayor,

Kelly McClarnon, Member

Larry J. Breese, Member

Katherine N. Locke, Member

Glenna Shelby, Member

ATTEST:

Lori Elmore, Clerk Treasurer

Date: _____

ADDITIONAL REQUIREMENTS

TABLE OF CONTENTS

City of Greenfield Sample Change Order Forms	AR-2
Additional Indiana Code (IC) Requirements	AR-7
IC 5-16-13	AR-7
IC 4-13-18	AR-9

Following are specimen forms proposed to be used for the issuance of change orders, field orders, and work directive changes. Procedure for the development, submittal and processing of these forms will be discussed during the preconstruction conference.

CITY OF GREENFIELD

OWNER: CITY OF GREENFIELD

FIELD ORDER NUMBER: _____

DATE: _____

PROJECT NAME: _____

PROJECT NO: _____

You are hereby directed to execute promptly this Field Order which interprets the Contract Documents or orders minor changes in the Work without change in Contract Sum or Contract Time.

If you consider that a change in Contract Sum or Contract Time is required, please submit your itemized proposal to the Engineer immediately and before proceeding with this Work. If your proposal is found to be satisfactory and in proper order, this Field Order will in that event be superseded by a Change Order.

Description:

Attachments:

PROJECT MANAGER:

By: _____

Date: _____

CITY OF GREENFIELD

TO:

WORK DIRECTIVE CHANGE NO. _____

DATE: _____

PROJECT NAME: _____

PROJECT NO.: _____

Specification Reference: _____

Drawing Reference: _____

DESCRIPTION OF WORK COVERED BY THIS DIRECTIVE CHANGE:

REASON FOR THIS ORDER:

AUTHORIZATION:

THIS WORK DIRECTIVE CHANGE AUTHORIZES THE WORK TO BE COMPLETED AS OUTLINED. A Contract Change Order in the amount of \$_____ will be issued to you in the near future to cover this Work Directive Change.

PROJECT COMPLETION DATE: ADD/DEDUCT/UNCHANGED _____ DAYS.

By: _____
Project Manager

By: _____
City Engineer

CITY OF GREENFIELD

TO: REQUEST FOR PROPOSAL NO.: _____
DATE: _____
PROJECT NAME: _____
PROJECT NO.: _____

Specification Reference: _____

Drawing Reference: _____ Drawing Date: _____

Identification of Attachments: _____

Please submit within fifteen calendar days of this request date a proposal showing increase, decrease or no change in contract price and/or contract time. Proposal shall be accompanied by four (4) copies of breakdown showing quantities, cost of material, equipment, labor, overhead, profit and basis for the additional time if any.

DESCRIPTION OF PROPOSED CHANGE COVERED BY THIS REQUEST:

REASON FOR CHANGE:

SPECIAL INSTRUCTIONS:

THIS REQUEST DOES NOT AUTHORIZE YOU TO PROCEED WITH THE ABOVE WORK NOR STOP PREVIOUSLY SCHEDULED WORK. Upon approval a Contract Change Order and a Notice to Proceed will be issued.

Please state in your proposal the effect the acceptance of this REQUEST will have on the project completion, if accepted within ___ days of proposal due date.

YOUR PROPOSAL DUE DATE: _____

By: _____ Date _____
Project Manager

TO: CONTRACT CHANGE REQUEST NO.: _____
DATE: _____
PROJECT NAME: _____

FROM: _____

IT IS REQUESTED THAT A CONTRACT CHANGE BE MADE TO THE ABOVE REFERENCED CONTRACT.

1. SCOPE OF WORK (USE ADDITIONAL PAGES IF REQUIRED. ALSO LIST OTHER CONTRACTS INVOLVED.)

2. REASON FOR CHANGE:

3. APPROXIMATE COST CHANGE TO CONTRACT PRICE: _____

4. WILL THE CONTRACT NEED ADDITIONAL CONTRACT TIME TO COMPLETE THE CHANGE IN WORK SCOPE? _____ -YES _____ -NO _____ -(CALENDAR DAYS)

5. WILL THE CONTRACTOR NEED ADDITIONAL PERSONNEL TO COMPLETE THE CHANGE IN WORK SCOPE? _____ -YES _____ -NO

IF NO, TRADE(S): _____

NO. OF PERSONNEL: _____

DURATION: _____

6. IDENTIFICATION OF ATTACHMENTS:

DATE: _____ DATE: _____

PREPARED BY: _____ REVIEWED BY: _____

Project Manager

Comments and Recommendation:

CITY OF GREENFIELD

TO: CONTRACT CHANGE ORDER NO.: _____
DATE: _____
PROJECT NAME: _____
ORIGINAL CITY P.O. NO.: _____

I. You are directed to make the following changes in this contract:

<u>ITEM</u>	<u>AMOUNT</u>	<u>SCHEDULED ADJUSTMENT</u> <u>(+) OR (-) DAYS</u>
-------------	---------------	---

II. The following referenced documents further describe the changes outlined in Paragraph I, and are to be considered a part of this Change Order:

R.F.P.: _____ W.D.C.: _____

The changes result in the following adjustment of Contract Price and Contract Time:

Contract Sum prior to this Change Order	\$ _____
Contract Sum will be increased/decreased by this Change Order	\$ _____
New Contract Sum including this Change Order	\$ _____
Contract Time Prior to this Change Order _____	Substantial Completion Date _____
	Final Completion Date _____
Net increased/decreased resulting from this Change Order _____ Days	
Current Contract Time including this Change Order _____	Substantial Completion Date _____
	Final Completion Date _____

This Change Order is for full and final settlement of all direct, indirect, impact costs and time extension incurred at any time resulting from the performance of the changed work.

The Above Changes Are Recommended:

The Above Changes Are Accepted:

Approved:

Engineer

Contractor

Owner

Address

Address

Address

City/State/Zip

City/State/Zip

City/State/Zip

By _____

By _____

By _____

Phone _____

Phone _____

Phone _____

Date _____

Date _____

Date _____

INDIANA CODE (IC) ADDITIONAL REQUIREMENTS

I. IC 5-16-13

1. The definitions in IC 5-16-3 are incorporated by reference into this Section.
2. In accordance with IC 5-16-13-9, the Bidder, as a “Tier 1 contractor” (as defined in IC 5-16-3-4), if awarded a contract for the Work contemplated by this Bid must contribute:
 - (a) Work performed by the tier 1 contractor’s employees;
 - (b) Materials supplied directly by the tier 1 contractor;
 - (c) Services supplied directly by the tier 1 contractor’s employees; or
 - (d) Any combination of subdivisions (a) through (d);at least fifteen percent (15%) of the tier 1 contractor’s total contract price as determined at the time the contract is awarded.

NOTE: In accordance with Subsection 6.8.1 of the City of Greenfield Standard General Conditions for Construction Contracts (August 2018), the successful Bidder is required to perform with its own organization Work amounting to **not less than thirty percent (30%)** of the original or revised contract amount, whichever is less.

3. In accordance with IC 5-16-13-10, if awarded a contract for the Work contemplated by this Bid, the Bidder, as a “Tier 1 contractor”, and each “Tier 2 contractor” and “Tier 3 contractor” (as defined in IC 5-16-3-4 (i.e., subcontractors and sub-subcontractors)) employed to perform Work on the Project must maintain general liability insurance in at least the following amounts:
 - (a) For the each occurrence limit, one million dollars (\$1,000,000).
 - (b) For the general aggregate limit, two million dollars (\$2,000,000).

NOTE: The successful Bidder, its subcontractors and sub-subcontractors, are required to maintain all insurance coverage as provided for in Article 5 of the City of Greenfield Standard General Conditions for Construction Contracts (August 2018).

4. In accordance with IC 5-16-13-11, if awarded a contract for the Work contemplated by this Bid, the Bidder as a “Tier 1 contractor” and each “Tier 2 contractor” and “Tier 3 contractor” employed to perform Work on the Project:
 - (a) Shall submit, before Work begins, the E-Verify case verification number for each individual who is required to be verified under IC 22-5-1.7. An individual who is required to be verified under IC 22-5-1.7 whose final case result is final non-confirmation may not be employed on the Project.
 - (b) May not pay cash to any individual employed by the contractor for Work done by the individual on the Project.
 - (c) Must be in compliance with the federal Fair Labor Standards Act of 1938, as amended (29 U.S.C. 201-209) and IC 22-2-2-1 through IC 22-2-2-8.
 - (d) Must be in compliance with IC 22-3-5-1 and IC 22-3-7-34.
 - (e) Must be in compliance with IC 22-4-1 through IC 22-4-39.5.
 - (f) Must be in compliance with IC 4-13-18-1 through IC 4-13-18-7.
 - (g) Must comply with IC 5-16-13-12, if applicable.

5. In accordance with IC 5-16-13-12, if awarded a contract for the Work contemplated by this Bid, the Bidder as a “Tier 1 contractor” and each “Tier 2 contractor” employed to perform Work on the Project, if they employ fifty (50) or more journeymen:

- (a) Must provide access to a training program applicable to the tasks to be performed in the normal course of the employee's employment with the contractor.
- (b) Shall participate in an apprenticeship training program that meets the standards established by the United States Department of Labor, Bureau of Apprenticeship and Training.
- (c) May comply with this section through any of the following:
 - (1) An apprenticeship program.
 - (2) A program offered by Ivy Tech Community College of Indiana.
 - (3) A program offered by Vincennes University.
 - (4) A program established by or for the contractor.
 - (5) A program offered by an entity sponsored by the United States Department of Labor, Bureau of Apprenticeship and Training.
 - (6) A program that results in the award of an industry recognized portable certification.

6. In accordance with IC 5-16-13-13, if awarded a contract for the Work contemplated by this Bid, the payroll and related records of the Bidder as a "Tier 1 contractor" and each "Tier 2 contractor" and "Tier 3 contractor" employed to perform Work on the Project, must be:
- (a) Preserved by the contractor for a period of three (3) years after completion of the Project Work; and
 - (b) Open to inspection by the Indiana Department of Workforce Development (DWD).

In accordance with IC 5-16-13-14, if the City of Greenfield suspects a misclassification of one (1) or more workers by a contractor in any contractor tier working on the Project may request in writing that DWD investigate the suspected worker misclassification, and in so doing shall provide to DWD any information or records that the City has concerning the misclassification. DWD may investigate such a request, and if it finds information or records that support a finding that worker misclassification has occurred, DWD may refer the matter to the appropriate agency or official for further action.

7. In accordance with IC 5-16-13-15, if the City of Greenfield reasonably suspects the Bidder awarded a contract for the Work contemplated by this Bid or any "Tier 2 contractor" and "Tier 3 contractor" employed to perform Work on the Project has violated a provision of IC 5-16-13, the City is required to do one (1) of the following:
- (a) If the suspected violation concerns or is related to any of the following provisions, the City shall refer the matter to the appropriate agency as follows:
 - (1) For a suspected violation of IC 5-16-13-11(1) (E-Verify), the Indiana Department of Labor.
 - (2) For a suspected violation of IC 5-16-13-11(3) (the federal FLSA or state minimum wage law), the Indiana Department of Labor.
 - (3) For a suspected violation of IC 5-16-13-11(4) (worker's compensation or occupational diseases), the Worker's Compensation Board of Indiana.
 - (4) For a suspected violation of IC 5-16-13-11(5) (unemployment insurance), the Department of Workforce Development.
 - (b) If the suspected violation concerns a provision of IC 5-16-13 other than a provision listed in subdivision (a), the City shall require the contractor to remedy the violation not later than thirty (30) days after the City notifies the contractor of the violation in accordance with IC 5-16-13-15(b)(2). During the thirty (30) day period, the contractor may continue to work on the Project; however, if the contractor fails to remedy the violation within the thirty (30) day period, the City shall find the contractor not responsible and shall determine the length of time the contractor is considered not responsible by the City based on the severity of the violation. The period during which a contractor is considered not responsible:
 - (1) May not exceed forty-eight (48) months; and

(2) Begins on the date of substantial completion of the Project.

A finding by the City that a contractor is not responsible under this section may not be used by another public agency in making a determination as to whether the contractor is responsible for purposes of that public agency's award of a public works contract to that contractor.

II. IC 4-13-18 (A response to "Part 11—Drug Testing" of the "Bidder's Itemized Proposal and Declarations" fulfills this requirement)

1. IC 4-13-18 applies if the Bid is one hundred fifty thousand dollars (\$150,000) or more.
2. The definitions in IC 4-13-18 are incorporated by reference into this Section.
3. In accordance with IC 4-13-18-5, the Bidder must submit with the Bid a written plan for a program to test the Bidder's employees for drugs. A contractor that is subject to a collective bargaining agreement that establishes an employee drug testing program shall only submit a copy of the relevant part of the collective bargaining agreement establishing the program. Failure to submit a written plan for an employee drug testing program, or relevant parts of a collective bargaining agreement establishing an employee drug testing program shall result in the Bid being rejected as non-responsive.
4. The Bidder's employee drug testing program must satisfy all of the following requirements:
 - (a) In accordance with IC 4-13-18-4, if the Bidder's employee drug testing program is established by a collective bargaining agreement it shall include the following:
 - (1) Provides for the random testing of the contractor's employees.
 - (2) Contains a five (5) drug panel that tests for the following substances:
 - (A) amphetamines;
 - (B) cocaine;
 - (C) opiates (2000 ng/ml);
 - (D) PCP;
 - (E) THC
 - (3) Imposes disciplinary measures on an employee who fails a drug test which includes at a minimum all of the following:
 - (A) the employee is subject to suspension or immediate termination;
 - (B) the employee is not eligible for reinstatement until the employee tests negative on a five (5) panel test certified by a medical review officer;
 - (C) the employee is subject to unscheduled sporadic testing for at least one (1) year after reinstatement; and
 - (D) the employee successfully completes a rehabilitation program recommended by a substance abuse professional if the employee fails more than one (1) drug test.
 - (b) In accordance with IC 4-13-18-5, if the Bidder has its own employee drug testing program (which is not included as part of a collective bargaining unit), the Bidder's program shall include the following:
 - (1) Subject each of the contractor's employees to a drug test at least one (1) time each year.
 - (2) Provide for random employee testing, with at least two percent (2%) of the contractor's employees randomly selected each month for testing.
 - (3) Contain at least a five (5) drug panel that tests for:
 - (A) amphetamines;
 - (B) cocaine;
 - (C) opiates (2000 ng/ml);
 - (D) PCP;
 - (E) THC.

- (4) Impose progressive discipline on an employee who fails a drug test with at least the following progression:
- (A) after the first positive test, an employee must be:
 - (i) suspended from work for 30 days;
 - (ii) directed to a program of treatment or rehabilitation; and
 - (iii) subject to unannounced drug testing for one (1) year from the day the employee returns to work.
 - (B) after a second positive test, an employee must be:
 - (i) suspended from work for 90 days;
 - (ii) directed to a program of treatment or rehabilitation; and
 - (iii) subject to unannounced drug testing for one (1) year from the day the employee returns to work.
 - (C) after a third or subsequent positive test, an employee must be:
 - (i) suspended from work for one (1) year;
 - (ii) directed to a program of treatment or rehabilitation; and
 - (iii) subject to unannounced drug testing for one (1) year from the day the employee returns to work.

The program may require dismissal of the employee after any positive drug test or other discipline more severe than described above. An employer complies with the requirement to direct an employee to a program of treatment or rehabilitation if the employer either advised the employee of any such program covered by employer-provided insurance, or, if the employer's insurance does not provide insurance coverage, the employer advises the employee of agencies that provide such programs.

5. In accordance with IC 4-13-18-7, if awarded a contract for the Project, the Bidder must implement the employee drug testing program as described in the plan or collective bargaining agreement. The City of Greenfield shall cancel the contract with the successful Bidder if it:
- (a) Fails to implement its employee drug testing program during the term of the contract;
 - (b) Fails to provide information regarding implementation of the employee drug testing program at the request of the City; or
 - (c) Provides the City with false information regarding the contractor's employee drug testing program.

III. IC 8-23-10 or IC 4-13.6-4

1. The requirements of this Section III are effective for Bids awarded by the City of Greenfield **after December 31, 2016**.
2. The definitions in IC 5-16-3 are incorporated by reference into this Section.
3. In accordance with IC 8-23-10-0.5, if the total amount of the contract awarded under this Bid is **three hundred thousand dollars (\$300,000) or more** and the Project is for the construction, improvement, alteration, repair, or maintenance of a road (as defined by IC 8-23-1-23), highway, street, or alley, then the Bidder, as a "Tier 1 contractor" (as defined in IC 5-16-3-4), and each "Tier 2 contractor" and "Tier 3 contractor" (as defined in IC 5-16-3-4 (i.e., subcontractors and sub-subcontractors)) employed to perform Work on the Project must be qualified by the Indiana Department of Transportation under IC 8-23-10 before performing any Work on the Project.

4. In accordance with IC 4-13.6-4-2.5, if the total amount of the contract awarded under this Bid is **three hundred thousand dollars (\$300,000) or more** and the Project is for any work other than for the construction, improvement, alteration, repair, or maintenance of a road (as defined by IC 8-23-1-23), highway, street, or alley, then the Bidder, as a “Tier 1 contractor” (as defined in IC 5-16-3-4), and each “Tier 2 contractor” and “Tier 3 contractor” (as defined in IC 5-16-3-4 (i.e., subcontractors and sub-subcontractors)) employed to perform Work on the Project must be qualified under IC 4-13.6-4 by the Indiana Certification Board established by IC 4-13.6-3-3 before performing any Work on the Project.