

CONTRACT DOCUMENTS

FOR

PROJECT 20-ST-01:

SR 9 STORM SEWER REPLACEMENT - NORTH SECTION

**Department of Engineering
City of Greenfield**

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

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NOTICE TO BIDDERS
City of Greenfield

Department: **Department of Engineering**
10 S. State Street
Greenfield, Indiana 46140

Project/Work: **20-ST-01: SR 9 STORM SEWER REPLACEMENT - NORTH SECTION**

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 **April 14, 2020** and commencing as soon as practicable thereafter on the same date such bids will be publicly opened. No late Bids will be accepted.

A Bid Bond or certified check in an amount not less than five percent (5%) of the amount bid must be submitted with each Bid. A one hundred percent (100%) Performance and Payment Bond will also be required of the successful Bidder.

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

Storm sewer replacement along SR 9 between Grant Street and McKenzie Road

Contract Documents for the Project/Work have been assembled into one or more bound Project Manuals which, together with Drawings, may be examined the Clerk-Treasurer's Office or the Department of Engineering at 10 S. State Street, Greenfield, Indiana 46140.

Electronic copies of the Drawings and Project Manuals will be available on the City of Greenfield website at <https://www.greenfieldin.org/government/engineering>. Bidders will be responsible to contact the Clerk-Treasurers office to be added to the plan-holders list if downloading electronic contract documents.

Bidders shall assure that they have obtained complete sets of drawings and Contract Documents and shall assume the risk of any errors or omissions in Bids prepared in reliance on incomplete sets of drawings and Contract Documents.

Due to the COVID-19 outbreak, a pre-bid conference will not be held for this project. Bidders should familiarize themselves with the project site and conditions and send questions or clarification requests to the City Engineer, Jason Koch at jkoch@greenfieldin.org no later than 4:00pm on April 7, 2020. An addendum containing all questions and answers and/or any necessary revisions will be issued no later than 4:00pm on April 9, 2020.

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.

INSTRUCTIONS TO BIDDERS

City of Greenfield

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

Project/Work: **20-ST-01: SR 9 STORM SEWER REPLACEMENT - NORTH SECTION**

Owner’s Representative: **Jason Koch, City Engineer**

Engineer: **Clark Dietz, Inc.**

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 \$2,000.00 per day for delay in achieving the Intermediate Substantial Completion date of July 15, 2020, at the rate of \$500.00 per day for delay in achieving the Substantial Completion date of December 1, 2020 and at the rate of \$100.00 per day for delay in achieving the Final Completion date of February 1, 2021.**
- 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

PART 1
BIDDER'S ITEMIZED PROPOSAL
AND DECLARATIONS
City of Greenfield

Instructions to Bidders:

This form shall be utilized by all Bidders. Except as otherwise specifically provided, all Parts shall be fully and accurately filled in and completed and notarized.

Project: **20-ST-01: SR 9 STORM SEWER REPLACEMENT - NORTH SECTION**

Proposal For Construction of: **Storm sewer replacement along SR 9 between Grant Street and McKenzie Road**

Date: _____

To: **City of Greenfield, Department of Engineering**
10 S. State Street, Greenfield, Indiana 46140

PART 1
BIDDER INFORMATION
(Print)

1.1 Bidder Name: _____

1.2 Bidder Address: Street Address: _____
City: _____ State: _____ Zip: _____
Phone #: () _____ Fax #: () _____

1.3 Former Business names of Bidder: _____

1.4 Bidder is a/an [mark one]:
 Individual Partnership Indiana Corporation
 Foreign (Out of State) Corporation
 Joint Venture
Other: _____

PART 2
PROPOSAL (BID)

- 2.1 The undersigned Bidder proposes to furnish all necessary labor, machinery, tools, apparatus, materials, equipment, service and other necessary supplies, and to perform and fulfill all obligations incident thereto in strict accordance with and within the time(s) provided by the terms and conditions of the Contract Documents for the above described Work and Project, including any and all addenda thereto, for the total lump sum of _____ Dollars (\$_____).

- 2.2 By submitting bid the Bidder agrees the bid proposal and price(s) contained herein shall be valid for ninety (90) days from bid opening.

PART 3
SCHEDULE OF VALUES

BASE BID
SR 9 STORM SEWER REPLACEMENT - NORTH SECTION

Contract Item No.	Description	Approximate Quantity	Lump Sum Price
			for Item
1	CONSTRUCTION ENGINEERING	1 LS	
2	MOBILIZATION AND DEMOBILIZATION	1 LS	
3	CLEARING RIGHT OF WAY	1 LS	
4	MAINTAINING TRAFFIC	1 LS	
5	SODDING	346 SYS	
6	CURB CONCRETE, A	355 LFT	
7	SIDEWALK CONCRETE	10 SYS	
8	FLOWABLE BACKFILL	209 CYS	
9	STRUCTURE BACKFILL, TYPE 2	1981 CYS	
10	HMA SURFACE	98 TON	
11	PIPE, TYPE II, CIRCULAR, 36 IN. (INSTALLATION ONLY)	700 LFT	
12	PIPE, TYPE II, CIRCULAR, 30 IN. (INSTALLATION ONLY)	85 LFT	
13	PIPE, TYPE II, CIRCULAR, 30 IN. (MATERIALS AND INSTALLATION)	128 LFT	
14	PIPE, TYPE II, CIRCULAR, 18 IN. (INSTALLATION ONLY)	417 LFT	
15	PIPE, TYPE II, CIRCULAR, 15 IN. (INSTALLATION ONLY)	448 LFT	
16	PIPE, TYPE II, CIRCULAR, 12 IN. (INSTALLATION ONLY)	1669 LFT	
17	INLET, B15 (INSTALLATION ONLY)	3 EA	
18	INLET B15 MODIFIED (INSTALLATION ONLY)	9 EA	
19	INLET C15 MODIFIED (INSTALLATION ONLY)	2 EA	
20	CATCH BASIN, B15 (INSTALLATION ONLY)	1 EA	
21	CATCH BASIN, B15 MODIFIED (INSTALLATION ONLY)	7 EA	
22	CATCH BASIN, C15 MODIFIED (INSTALLATION ONLY)	4 EA	
23	MANHOLE, TYPE C-4 (INSTALLATION ONLY)	11 EA	
24	MANHOLE, TYPE D-4 (MATERIALS AND INSTALLATION)	2 EA	
25	MANHOLE, TYPE J-2 (INSTALLATION ONLY)	2 EA	
26	MANHOLE, TYPE J-4 (INSTALLATION ONLY)	5 EA	
27	WATER MAIN RELOCATIONS	5 EA	
28	UTILITY RELOCATION	1 LS	

TOTAL LUMP SUM PRICE⁽¹⁾ \$ -

⁽¹⁾Totals here and in the respective locations on PART 2 must be equal. If there is a discrepancy the amount on PART 2 will take precedence.

PART 4
CONTRACT DOCUMENTS AND ADDENDA

4.1 The Bidder agrees to be bound by the terms and provisions of all Contract Documents as defined in the General Conditions and incorporates such Contract Documents herein by reference

4.2 The Bidder acknowledges receipt of the following addenda:

<u>Addendum Number</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

PART 5
EXCEPTIONS

Instructions to Bidders:

- 5.1 *The Bidder shall fully state each exception taken to the Specifications or other Contract Documents in Section 5.3 of this Part.*

- 5.2 *Bidder is cautioned that any exception taken by Bidder and deemed by Owner to be a material qualification or variance from the terms of the Contract Documents may result in this Bid being rejected as non-responsive.*

- 5.3 *Exceptions:*

PART 6
NEPOTISM DISCLOSURE

Contractor: _____

Project: _____

For purposes of compliance with Indiana Code Chap. 36-1-21, please specify below whether Contractor (individual), or a person who wholly or partially owns Contractor (business), is a relative, as that term is defined by Indiana Code § 36-1-21-3, of either the Mayor of Greenfield, Indiana, or a member of the City Council of Greenfield, Indiana.

- Contractor (individual) or Contractor (business) does NOT have a relative who is either the Mayor of Greenfield, Indiana or a member of the City of Greenfield, Indiana.
- Contractor (individual) or Contractor (business) DOES have a relative who is either the Mayor of Greenfield, Indiana or member of the City Council of Greenfield, Indiana (must specify all relatives below):

- Mayor Chuck Fewell
- City Councilor [please specify name of Councilor(s)]

Name of Authorized Representative (Printed)

Signature of Authorized Representative:

Date: _____

PART 7
ADDITIONAL DECLARATIONS

- 7.1 Bidder certifies for itself and all its subcontractors compliance with existing laws of the City of Greenfield, the State of Indiana and the United States regarding (a) prohibition of discrimination in employment practices on the basis of race, sex, disability, religion, national origin, disabled veteran status and Vietnam-era veteran status.
- 7.2 Bidder certifies that it has thoroughly examined the site of the Work and informed itself fully regarding all conditions under which it will be obligated to operate and that in any way affect the Work, and knows, understands and accepts the existing conditions. Bidder further certifies that it has thoroughly reviewed the Contract Documents, including all Addenda, and has had the opportunity to ask questions and obtain interpretations or clarifications concerning Contract Documents.
- 7.3 Hiring Practices. The Bidder shall, upon request of the Owner, make available its policies, practices and standards for the hiring of applicants, except as prohibited under Indiana Code section 22-2-17-3, to the extent such information is related to the provision of services under this Bid.
- 7.4 Bidder Qualifications. Bidder certifies to Owner the following:
- .1 That Bidder is eligible to work in the State of Indiana;
 - .2 That Bidder's labor force participates in apprenticeship or training programs approved by and registered with the United States Department of Labor's Office of Apprenticeship, or its successor organization;
 3. That Bidder has implemented an employee drug testing plan that meets, or exceeds, the requirements set forth in IC 36-1-12-24;
 - .4 That Bidder will utilize project managers and superintendents with sufficient relevant management experience to complete bidder's scope of work;
 - .5 That Bidder and its management personnel possess any and all professional trade licenses required by law for any trade or specialty area in which Bidder is seeking a contract award, and said licensures have not been suspended or revoked within the previous five (5) years;
 - .6 That Bidder is utilizing a surety company which is on the United States Department of Treasury's listing of approved sureties; and
 - .7 For contracts estimated to be over \$300,000.00, that Bidder and sub-contractors expected to be awarded at least \$300,000 for the project are qualified under IC 4-13.6-4 or IC 8-23-10.

Violation of this certification shall constitute a material breach of the contract to result from this Bid, and upon such a violation Owner may terminate the contract. In addition, upon a violation of this certification, Owner shall report such violation to the City Legal Department who may, at its discretion, debar the Bidder from eligibility for future city purchasing, bids, contracts, quotes and/or projects.

PART 8
DRUG PROGRAM

- 8.1 Pursuant to 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.
- 8.2 Attach a copy of your drug testing program or the relevant parts of your collective bargaining agreement establishing a drug testing program to this page.

PART 9
NON-COLLUSION AFFIDAVIT

The individual person(s) executing this Proposal, being first duly sworn, depose(s) and state(s) that the Bidder has not directly or indirectly entered into a combination, collusion, undertaking or agreement with any other bidder or person (i) relative to the price(s) proposed herein or to be bid by another person, or (ii) to prevent any person from bidding, or (iii) to induce a person to refrain from bidding; and furthermore, this Bid Proposal is made and submitted without reference to any other bids and without agreement, understanding or combination, either directly or indirectly, with any persons with reference to such bidding in any way or manner whatsoever.

PART 10
E-VERIFY PROGRAM

Pursuant to Indiana Code 22-5-1.7-11.1, the contractor awarded the Bid is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The contractor who is awarded the Bid is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The individual person(s) executing this Proposal, being first duly sworn, depose(s) and state(s) that the Bidder does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into an agreement for this Bid, the undersigned business entity will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

PART 11
SIGNATURES

[Signature by or on behalf of the Bidder in the spaces provided below shall constitute execution of each and every Part of this Itemized Proposal and Declarations document. SIGNATURE MUST BE PROPERLY NOTARIZED.]

Written Signature: _____

Printed Name: _____

Title: _____

Important - Notary Signature and Seal Required in the Space Below

STATE OF _____

SS:

COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

My commission expires: _____ (Signed) _____

Residing in _____ County, State of _____



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): City of Greenfield, Indiana
2. County: Hancock
3. Bidder (Firm): _____
Address: _____
City/State/ZIPcode: _____
4. Telephone Number: _____
5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of _____
(Governmental Unit) in accordance with plans and specifications prepared by _____
_____ and dated _____ for the sum of
_____ \$ _____

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

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

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

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

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

ACCEPTANCE

The above bid is accepted this _____ day of _____, 20____, subject to the following conditions: _____

Contracting Authority Members:

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

Governmental Unit: **City of Greenfield, Indiana**

Bidder (Firm): _____

Date (month, day, year): _____

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

SECTION I EXPERIENCE QUESTIONNAIRE

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

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

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

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

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

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.

BID OF

(Contractor)

(Address)

**FOR
PUBLIC WORKS PROJECTS
OF**

Filed _____, _____

Action taken _____

POST-BID SUBMITTAL
SUBCONTRACTOR/SUPPLIER PARTICIPATION

A. SUBCONTRACTORS AND SUPPLIERS LIST

Instructions to Bidders: The Bidder shall submit a completed Subcontractor/Supplier list (see below) as required in ITB 6.4.

The Bidder shall enter the names, the type of work to be done, and the price, in the Subcontractors/Suppliers List for each subcontractor/supplier that the Bidder proposes to use for any part of the Work for the Project at an agreed price of \$10,000.00 or greater, as part of the total amount bid as stated above in Part 2.

Only one subcontractor/supplier shall be listed for each line. Upon award of a contract, the named subcontractors/suppliers shall be employed to perform the work, unless changes are specifically authorized by the Owner. Failure to furnish all information requested may render the bid non-responsive if it is determined that such omission materially affords the Bidder a substantial advantage over other Bidders.

Except as otherwise specifically stated by the Bidder in this Part, omission of any names of subcontractors/suppliers herein shall constitute an affirmative representation and statement that the Bidder proposes to use its own work force for that portion of the Work

Bidder's attention is directed to paragraphs 6.8, 6.9, and 6.11 of the City of Greenfield Standard General Conditions for Construction Contracts as they relate to use of subcontractors/suppliers.

Subcontractor Name	Work	Price
		\$
		\$
		\$
		\$
		\$
		\$
Supplier Name	Work	Price
		\$
		\$
		\$
		\$
		\$
		\$

(please duplicate and use this form, if additional sheets are necessary)

POST BID SUBMITTAL
E-VERIFY DOCUMENTATION
SEE ITB SECTION 6.6

Pursuant to Indiana Code 22-5-1.7-11.1 the Contractor shall provide documentation that it has enrolled and is participating in the E-Verify program. Contractor is required to submit proof from the E-Verify Program that it is currently enrolled in the Program. An example of confirmation is the confirmation e-mail received from E-Verify that the Contractor has successfully enrolled in E-Verify.

BID BOND
City of Greenfield

Instructions to Bidders

Bidders may use this form or other form containing the same material conditions and provisions as approved in advance by Owner/Obligee.

Bidder/Surety must attach a signed, certified and effective dated copy of the Power of Attorney or Attorney-In-Fact establishing the authority of the person(s) signing this Bid Bond on behalf of the Surety.

Surety company executing this bond shall appear on the most current list of "Surety Companies Acceptable on Federal Bonds" as specified in the U.S. Treasury Department Circular 570, as amended, and be authorized to transact business in the State of Indiana.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned

"Bidder": _____
and

"Surety": [Name] _____
[Address] _____

a corporation chartered and existing under the laws of the State of _____, and authorized to do business in the State of Indiana,

are held and firmly bound unto the City of Greenfield, Indiana ("Owner/Obligee") in the full and just sum equal to five percent (5%) of the price stated in the Bid Proposal described below, including accepted alternates, if any, to be paid upon demand of the Owner/Obligee, together with interest at the maximum legal rate from date of demand and any attorney fees and court costs incurred by Owner/Obligee to enforce this instrument, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Owner/Obligee has solicited bids for certain Work for or in furtherance of construction of public improvements described generally as

20-ST-01: SR 9 STORM SEWER REPLACEMENT - NORTH SECTION

pursuant to plans, specifications and other "Contract Documents" included as parts of and designated by such solicitation; and

WHEREAS, the Bidder has submitted to the Owner/Obligee a Bid Proposal to perform such Work.

NOW THEREFORE: The conditions of this obligation are such that if the Bid Proposal be accepted, with or without conditions, the Bidder shall within such time thereafter as prescribed by the Contract Documents (i) fulfill all conditions of such award that remain to be fulfilled, (ii) execute a Contract in accordance with the Bid Proposal and in the form and manner required by the Contract Documents, and (iii) thereafter provide all bonds, and other documentation required by the Contract Documents to be delivered to Owner/Obligee prior to commencing Work, including without limitation a sufficient and satisfactory Performance Bond and Payment Bond payable to Owner/Obligee, each in an amount of one hundred percent (100%) of the total Contract price as awarded and in form and with surety satisfactory to said Owner/Obligee, then this obligation to be void; otherwise to be and remain in full force and virtue in law, and the Surety shall, upon failure of the Bidder to comply with any or all of the foregoing requirements within the time specified above and as prescribed by the Contract Documents, immediate pay to the Owner/Obligee, upon demand, the amount hereof, in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY THEREOF, the Bidder and Surety have caused this instrument to be duly signed and sealed this ____ day of _____, 20____.

This Bid Bond shall bind the undersigned Surety whether or not also signed by the Bidder.

“Bidder”

“Surety”

By: _____

By: _____

Printed: _____

Printed: _____

NOW, THEREFORE, Contractor warrants the workmanship and all materials used in the construction, installation and completion of said Work, including all improvements and installations thereof, to be of good quality and constructed and completed in a workmanlike manner in accordance with the Agreement and Contract Documents and all local, state and federal laws, ordinances, rules, standards and regulations applicable to said Work;

FURTHERMORE, the conditions of the Surety's obligation hereunder are such that if Contractor at his own expense, for a period of 3 years, commencing on the date of Substantial Completion, shall make all repairs or replacements thereto which may become necessary by reason of improper or defective workmanship or materials, or any failure thereof to conform to the provisions of the Agreement or Contract Documents, then Surety's obligation is to be null and void; otherwise such obligation shall remain in full force and effect. Any repairs or replacements made under this Bond shall in like manner be subject to the terms and conditions hereof.

Contractor and Surety covenant that all action required by law to be taken by them to authorize the execution and delivery of this bond have been previously been taken, that the officers whose signatures appear below have been fully empowered to execute and deliver this instrument and that once executed and delivered, it shall represent the lawful and binding obligation of the parties.

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20_____.

CONTRACTOR: _____
[name]

By: _____
[signature] [printed name]

ATTEST: _____, Secretary
[signature]

SURETY: _____
[name]

By: _____, Attorney-in-Fact
[signature]

[printed name] [address]

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees:

1. that no defect or irregularity in the contract or in the proceedings preliminary to the letting of the contract will operate to release or discharge Surety.
2. that no change, omission, extension of time, alteration or addition to the terms of the Agreement, Contract Documents or to any Work to be furnished thereunder, and no delay by the Owner/Obligee in enforcement of the Agreement or this Bond shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement, Contract Documents or to the Work.
3. that no final settlement between the Owner/Obligee and the Contractor shall abridge any right of the Owner/Obligee hereunder as to any claim that may remain unsatisfied.
4. that this Payment Bond and Surety shall not be released until one (1) year after the Owner/Obligee's final settlement with the Contractor.

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20_____.

CONTRACTOR: _____
[name]

By: _____
[signature] [printed name]

ATTEST: _____, Secretary
[signature]

SURETY: _____
[name]

By: _____, Attorney-in-Fact
[signature]

[printed name] [address]

PERFORMANCE BOND
City of Greenfield

Instructions:

Successful Bidder must use this form or other form containing the same material conditions and provisions as approved in advance by Owner.

Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.

Surety company executing this bond shall appear on the most current list of "Surety Companies Acceptable on Federal Bonds" as specified in the U.S. Treasury Department Circular 570, as amended, and be authorized to transact business in the State of Indiana.

KNOW ALL MEN BY THESE PRESENTS: that

"Contractor": _____

and

"Surety": [name] _____
[Address] _____

a corporation chartered and existing under the laws of the State of _____, and authorized to do business in the State of Indiana,

are held and firmly bound unto the City of Greenfield, Indiana hereinafter called Owner/Obligee, in the penal sum of _____ Dollars, (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, together with interest at the maximum legal rate from date of demand and any attorney fees and court costs incurred by Owner/Obligee to enforce this instrument, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into a certain Agreement with the Owner/Obligee, dated as of the _____ day of _____, 20 ____, by which Contractor has agreed to perform and furnish certain Work for or in furtherance of construction of public improvements described generally as

20-ST-01: SR 9 STORM SEWER REPLACEMENT - NORTH SECTION

which Agreement, and the "Contract Documents" as referred to therein, are hereby incorporated herein by reference;

NOW, THEREFORE, the conditions of this obligation are such that if the Contractor shall well, truly and faithfully perform his duties, all the undertakings, covenants, terms and conditions of said Agreement whether during the original term thereof, and any extensions thereof which may be granted by the Owner/Obligee, with or without notice to the Surety and during any period of guaranty or warranty provided therein or arising thereunder, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner/Obligee from all costs and damages which he may suffer by reason of failure to do so, and shall reimburse and repay the

Owner/Obligee all outlay and expense which the Owner/Obligee may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees:

1. that no defect or irregularity in the contract or in the proceedings preliminary to the letting of the contract will operate to release or discharge Surety.
2. that no change, omission, extension of time, alteration or addition to the terms of the Agreement, Contract Documents or to any Work to be furnished thereunder, and no delay by the Owner/Obligee in enforcement of the Agreement or this Bond shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement, Contract Documents or to the Work.
3. that no final settlement between the Owner/Obligee and the Contractor shall abridge any right of the Owner/Obligee hereunder as to any claim that may remain unsatisfied.
4. that this Performance Bond and Surety shall not be released until one (1) year after the Owner /Obligee's final settlement with the Contractor.

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

CONTRACTOR: _____
[name]

By: _____
[signature] [printed name]

ATTEST: _____, Secretary
[signature]

SURETY: _____
[name]

By: _____, Attorney-in-Fact
[signature]

[printed name] [address]

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”: **20-ST-01: SR 9 STORM SEWER REPLACEMENT - NORTH SECTION**

“WORK”: **Storm sewer replacement along SR 9 between Grant Street and McKenzie Road**

“ENGINEER”: **Clark Dietz, Inc.**

RECITALS:

- A. The OWNER has heretofore caused to be prepared certain plans, 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 Plans;
- .8 City Standards and Specifications;
- .9 INDOT Standard Drawings;
- .10 INDOT Supplemental Specifications Section 200 Series through Section 900 Series;
- .11 INDOT Standard Specifications Sections 200 Series through Sections 900 Series;
- .12 Additional Requirements Section of the Bid Documents (change order forms, Indiana Code 5-16-13, etc.);
- .13 Instructions to Bidders;
- .14 Advertisement or Notice to Bidders; and
- .15 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 (\$_____).
- 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 **Intermediate Substantial Completion on or before July 15, 2020, Substantial Completion on or before December 1, 2020, and Final Completion on or before February 1, 2021**. The Intermediate Substantial Completion is defined in the Technical Specifications.
- 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 \$2,000.00 per day for delay in achieving Intermediate Substantial Completion, at the rate of \$500.00 per day for delay in achieving Substantial Completion, and at the rate of \$100.00 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: _____
Project Manager Date

CITY OF GREENFIELD

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.

SPECIAL CONDITIONS

1.1 SPECIAL CONDITIONS

- A. The following shall amend or supplement the City of Greenfield Standard General Conditions for Construction Contracts (August, 2018 Edition). Where any article, paragraph or subparagraph in the General Conditions is supplemented by one of the following paragraphs, the provisions of such article, paragraph or subparagraph shall remain in effect and the supplementary provisions shall be considered as added thereto.
- B. Where any article, paragraph or subparagraph in the General Conditions is amended, voided or superseded, by any of the following paragraphs, the provisions of such article, paragraph or subparagraph not so amended, voided or superseded shall remain in effect.

1.2 ARTICLE 1 – ABBREVIATIONS AND DEFINITIONS

- A. The terms used in these Special Conditions which are defined in the Standard General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions.
- B. Add the following to Article 1.2, Definitions, in the correct alphabetical position:

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. The contents of the Project Manual may be bound in one or more volumes.

1.3 ARTICLE 2 – PRELIMINARY MATTERS

- A. In Article 2.3 amend the number of copies the OWNER shall furnish to CONTRACTOR from five (5) to three (3).
- B. Add the following after the last sentence of Article 2.3:
“OWNER shall also provide one copy in electronic portable document format (PDF).”

1.4 ARTICLE 5 – BONDS AND INSURANCE

- A. At the end of paragraph 5.1 add the following:
“In the event of the failure to perform as required by the Contract, the surety shall act within 10 days of notification by the OWNER to comply with the conditions of the Performance and Payment Bonds.”

1.5 ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

- A. In Article 6 – CONTRACTOR’S Responsibilities, replace the last sentence of paragraph 6.3.1 with the following:

“Permissible working hours for this project are Monday through Friday from 7:00 a.m. to 7:00 p.m., excluding legal holidays. Construction operations outside of these working hours will not be permitted without the written consent of the OWNER or ENGINEER. Any request by CONTRACTOR for a change in work hours shall be submitted in writing to CONSTRUCTION INSPECTOR at least forty-eight (48) hours in advance for approval.

No night work requiring the presence of OWNER, ENGINEER or CONSTRUCTION INSPECTOR will be permitted, except in case of great emergency, and then only to such extent as is absolutely necessary, and with written approval of the ENGINEER, provided that this clause shall not operate in case of a crew organized for regular and continuous night work, and on such work which, in the opinion of the ENGINEER, can only be performed satisfactorily at night.

Weekend work will be only with the written consent of the OWNER and ENGINEER and to such extent as he may judge to be necessary.

Any work necessary to be performed after regular working hours, or on weekends and legal holidays, shall be performed without additional expense to the OWNER.

Additional Field Engineering and Observation – The attention of the CONTRACTOR is directed to the following provisions covering payment of field engineering and observation costs of this project. The contract form on this contract includes the substantial and final completion dates and acceptance of all work covered in the contract. CONSTRUCTION INSPECTORS will be supplied, as required, for not more than one 8-hour shift on weekdays during this period by the ENGINEER at no cost to the CONTRACTOR. However, for each week day that the work remains uncompleted and unaccepted beyond the number of days allowed in the contract, the cost of CONSTRUCTION INSPECTORS regularly assigned on this contract will be paid by the CONTRACTOR at no additional cost to the OWNER.

The ENGINEER shall submit an itemized billing of such additional services to the OWNER and the CONTRACTOR at the time of the next progress pay estimate period. Once the costs are agreed to, costs will be accumulated (if applicable) and will be incorporated into the final project change order. The final project change order will be executed prior to release of retainage.”

1.6 ARTICLE 13 – PAYMENTS TO THE CONTRACTOR AND COMPLETION

- A. Add the following to the end of Paragraph 13.10:

“If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by ENGINEER, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by CONTRACTOR to OWNER. If CONTRACTOR does not pay, or the parties are unable to agree as to the amount owed, then OWNER may impose a reasonable set-off against payments due.”

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TECHNICAL SPECIFICATIONS

TS 1 GOVERNING DOCUMENTS

The applicable sections of the following documents shall apply except as modified elsewhere herein:

- 1) Indiana Department of Transportation (INDOT) Standard Drawings and Standard Specifications – Latest Edition.
- 2) INDOT Supplemental Specifications
- 3) City of Greenfield – Public Improvement Design Standards and Specifications Manual

Unless otherwise specified within the Contract Documents, whenever any specification, standard, reference material, manual or other similar document is incorporated by reference into any of the contract documents, it shall be deemed to be the latest edition of said item including any and all supplemental addendum, which was in effect on the date of the bid opening for this project.

TS 2 COMPLETION DATES

Intermediate Substantial Completion:	July 8, 2020
Substantial Completion:	December 1, 2020
Final Project Completion:	February 1, 2021

This project includes an Intermediate Substantial Completion Date of July 8, 2020. Traffic will be closed on State Route 9 by others between June 1, 2020 and July 15, 2020 for completion of INDOT project DES #1602146, S.R. 9 HMA Overlay Project. The work for this project identified as State Road Closure Dependent must be completed between June 1, 2020 and July 8, 2020. The structures and pipe which are Not State Road Closure Dependent are identified in the Structure Data Table in the Remarks column. All other structures and pipe are State Road Closure Dependent.

The Intermediate Substantial Completion Date is based on a Notice to Proceed by the OWNER given on or before May 15, 2020 for the construction of specified State Road Closure Dependent work.

All contracts shall be calendar day contracts and shall include all days in the number of days provided for completion including weekend days and holidays, even if these days are identified as non-workdays within the contract documents.

Substantial Completion is defined as set forth in Article 1 of the Standard General Conditions. Intermediate Substantial Completion shall have the same meaning for the applicable work that is State Road Closure Dependent, and shall be further defined to mean

the work is complete and made ready for completion by others of INDOT project DES #1602146, S.R. 9 HMA Overlay Project. Substantial Completion for the entire project is further defined to include the completion of the HMA Surface and permanent pavement markings for the portion of the work that is Not State Road Closure Dependent.

TS 3 HOLIDAYS WHEN WORK IS NOT PERMITTED

The CONTRACTOR may not perform work on the following days unless requested and approved or permitted by the ENGINEER or OWNER:

- Sundays (unless otherwise approved by City Engineer)
- New Years Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

TS 4 WORK SCHEDULE SUBMITTAL

The CONTRACTOR shall provide a critical path work schedule for the entire project with the Post-Bid documents, with particular emphasis and detail regarding all activities required to complete State Road Dependent Closure work by the date for Intermediate Substantial Completion. CONTRACTOR shall coordinate to the greatest extent possible with the INDOT project contractor in developing the critical path work schedule such that all road closure related work of both contractors may be completed by the end of the scheduled State Road closure. This schedule shall be submitted to and approved by the ENGINEER prior to the start of construction and shall be updated as necessary. No work will be allowed until this schedule is submitted and approved; however, the CONTRACTOR will not be granted any time extension due to this delay.

TS 5 CONSTRUCTION WORK HOURS

The CONTRACTOR shall perform all construction activities between the hours of 7:00 am and 7:00 pm unless receiving prior approval from the ENGINEER.

TS 6 COOPERATION WITH UTILITIES

It shall be the CONTRACTOR'S responsibility to have all utilities located before construction in a particular area. The CONTRACTOR shall coordinate with all utilities in the adjustment of these facilities and in order to avoid damage to any facilities. Damage to any of the existing public utility facilities during the project caused by the CONTRACTOR'S operations or equipment, shall be repaired by the CONTRACTOR at

no expense to the Contract. This includes sewer, water, gas, electric, telephone, cable, etc. and includes facilities within proposed storm sewer trenches. However, if any utilities are exposed and **must be** relocated for construction to continue, this work shall be performed by the utility, or the CONTRACTOR shall be reimbursed at an agreed upon price to perform such work. If the utility performs the work, the CONTRACTOR shall coordinate with the utility in order to expedite said work.

*The facilities of **City of Greenfield Wastewater** exist within the project limits. Adjustments to existing sanitary manholes may be required. If questions arise, **Nicholas Dezelan** of the utility may be contacted at (317) 477-4360.*

*The facilities of **City of Greenfield Stormwater** exist within the project limits. Adjustments to existing storm facilities are proposed within the plans. If questions arise, **Daniel Miller** of the utility may be contacted at (317) 477-4320.*

*The facilities of **City of Greenfield Electric** exist within the project limits. If questions arise, **Steven Ostewig** of the utility may be contacted at (317) 325-1379.*

*The facilities of **City of Greenfield Water Utility** exist within the project limits. The utility shall be contacted regarding any necessary adjustments that are not identified in the technical specifications or plans. If questions arise, **Charles Gill** of the utility may be contacted at (317) 477-4350.*

*The facilities of **Vectren Energy Delivery** exist within the project limits. If questions arise, **Tom Ochoa** of the utility may be contacted at (765) 287-2112.*

*The facilities of **AT&T** exist within the project limits. If questions arise, **Brad Bailey** may be contacted at (317) 610-5422.*

TS 7 LIMITATIONS OF OPERATIONS

When in the judgment of the OWNER, the CONTRACTOR has obstructed or closed a greater portion of the work than is necessary for proper construction, or is carrying on operations to the prejudice of the work already started, the OWNER may require the CONTRACTOR to finish that portion of the work which is in progress before any additional portions are started. Work shall be conducted with minimum inconvenience to traffic.

Except as hereafter specified, no loads of material for any construction shall be dispatched from cars or plants so late in the day that it cannot be placed, finished and protected within the Specification limits and provisions in the daylight hours of that same day.

TS 8 EXISTING CONDITIONS

The CONTRACTOR shall verify the elevations and measurements of all points where new construction is to match existing conditions prior to the commencement of any construction activities. The cost of this shall be included in the total Contract Sum for the Work.

TS 9 PROTECTION OF EXISTING STRUCTURES AND PIPE

On this project there are existing storm drainage and sanitary sewer structures that are to remain in place. The CONTRACTOR shall take care that these structures are not damaged. If any of these structures are damaged, the CONTRACTOR shall be required to repair them at his own expense.

TS 10 RIGHT-OF-WAY CLEARING

Clearing Right-of-Way shall be in accordance with the requirements of Section 201 as set out in INDOT Standard Specifications.

Cavities formed by the removal of shrubs, trees and/or stumps and located outside of proposed pavement areas shall be backfilled and compacted with approved material. Such compaction shall comply with Section 211.04. The top six (6) inches of the backfilled area shall be topsoil in accordance with TS 18. No direct payment shall be made for this work, but the cost thereof shall be included in the costs of the other items.

The cost of Clearing Right-of-Way, including but not limited to, filling cavities with topsoil, tree and stump removal, trimming, removal of fences, curbs, sidewalks, drainage structures, pipes, signs, and other items within the right-of-way or as directed by the ENGINEER shall be included in the total Contract Sum for the Work.

TS 11 MAINTAINING TRAFFIC

CONTRACTOR will be subject to local traffic in the area and INDOT's contractor will have primary control of access.

TS 12 ROAD CLOSURE

It will be necessary to close State Route 9 to traffic for the construction of the project. The road closure will occur between June 1, 2020 and July 15, 2020 and shall be completed by others as part of INDOT project DES #1602146, S.R. 9 HMA Overlay Project.

Road and driveway cuts for local traffic may be plated or topped with Compacted Aggregate Base No. 53 by CONTRACTOR and opened to local traffic. The cost of this shall be included in the total Contract Sum for the Work.

TS 13 ROAD CLOSURE NOTIFICATION

As part of INDOT project DES #1602146, S.R. 9 HMA Overlay Project there will be advance closure construction signs posted by others that notify the traveling public of the road closure and the duration of the closure at least 14 days in advance of the road closure.

TS 14 MATERIAL TESTING

Testing of materials incorporated into the Work shall be as required in the Standard General Conditions. The CONTRACTOR shall be responsible for paying all costs in connection with backfill compaction testing for structures and pavement, concrete testing, lime stabilization proctor testing. Testing shall be completed at the direction of the ENGINEER. Asphalt materials shall be provided as shown on the plans; certifications and acceptance shall be in accordance with Section 402 of the INDOT Standard Specifications. The cost of testing shall be included in the total Contract Sum for the Work.

TS 15 EQUIVALENT TO SURFACE IN PLACE

This work shall consist of the work necessary to install drive approach materials to match the grades of the proposed drive approaches with the existing drive when necessary beyond the right-of-way or as shown on the plans. For existing gravel drives, the specified areas shall be constructed with 8” of compacted aggregate No. 53. For asphalt drives and as a minimum, the section shall include 1.5” of HMA Surface Type A on 3.5” of HMA Intermediate Type A on 6” of compacted aggregate No. 53. Otherwise, match the asphalt section in place with like materials. The cost for this shall be included in the total Contract Sum for the Work.

TS 16 SAW CUTTING

In all areas where proposed construction matches existing conditions, full depth saw cutting shall be required. The cost for saw cutting shall be included in the total Contract Sum for the Work.

TS 17 HMA – HOT MIX ASPHALT

This work shall consist of courses of HMA at the locations shown in accordance with Section 402 of the INDOT Standard Specifications.

An asphalt tack coat shall be applied between each course of HMA material or as directed by the ENGINEER. Asphalt tack coat shall also be applied in areas of surface milling and asphalt overlay. The cost for asphalt tack coat shall be included in the total Contract Sum of the Work.

TS 18 TOP SOIL

Description

This work shall consist of the testing, placement, and installation of topsoil in accordance with these requirements, the INDOT Standard Specifications, and as indicated on the plans. The cost for topsoil shall be included in the total Contract Sum of the Work.

Materials

- A. Materials shall be in accordance with Section 914.01 of the INDOT Standard Specifications as follows:
1. 914.01 Special Topsoil for Roadside Development This topsoil shall consist of loose friable soil, free of refuse, stumps, large roots, rocks over 2 in. in diameter, brush, weeds, or other material which would be detrimental to the proper development of vegetative growth. It shall be capable of supporting normal vegetation as demonstrated by the growth of healthy vegetation on it. It shall not be taken from a source known to contain any of the noxious weeds defined as such in the Indiana State Seed Law, IC 15-4-1. 10 Topsoil shall have a pH value of 6.2 to 7.4. Testing for pH value shall be performed in accordance with AASHTO T 289. Agricultural limestone may be added to topsoil in order to raise the pH to meet specification requirements.
 2. Topsoil Source: Import topsoil or manufactured topsoil from off-site sources as necessary. Obtain topsoil displaced from naturally well-drained construction or mining sites where topsoil occurs at least 4 inches deep; do not obtain from bogs or marshes. On site soil may be used.
 3. Topsoil test results shall be supplied to the ENGINEER.
- B. Materials that do not meet these requirements shall not be incorporated into the work as topsoil.
- C. The ENGINEER and CONTRACTOR shall consult and agree on suitability of onsite topsoil generated from common excavation stripping operation and incorporate the approved material into the project. If this suitable material is exhausted CONTRACTOR shall import topsoil to the project.

Construction Requirements

- A. If existing soil suitable for amendment, as determined by the ENGINEER, is not available in sufficient quantities onsite, CONTRACTOR shall import topsoil to the project.

- B. Topsoil is to be placed on all plant beds, disturbed areas, and seeded or sod areas to a minimum depth of three (3) inches or as directed by the ENGINEER.
- C. In addition to B. above, topsoil is to be placed in medians and roundabout islands at a minimum depth of one (1) foot or as directed by the ENGINEER.

TS 19 COORDINATION WITH OTHER PROJECTS

The CONTRACTOR shall coordinate construction with the activities of other projects in the area. INDOT project DES #1602146, S.R. 9 HMA Overlay Project will be completed concurrently with this project. The INDOT project includes storm sewer installation, including connecting to new storm structures in this project, and complete resurfacing of the roadway. Close coordination by CONTRACTOR with the INDOT project's contractor is required to schedule both project's work activities for INDOT paving completion by July 15, 2020.

TS 20 CONCRETE SIDEWALK, 4”

This work shall consist of the installation of concrete sidewalk at the proposed locations or as directed by the ENGINEER in accordance with Section 604 of the INDOT Standard Specifications. All concrete sidewalks shall be placed on prepared compacted material in accordance with INDOT Specification 207.02.

The costs for removal and disposal of existing sidewalk, concrete, excavations, labor, equipment, backfill material, joint placement, any bed course material used for leveling, preparation of a compacted subgrade, and any necessary incidentals with concrete sidewalk installation shall be included in the total Contract Sum of the Work.

When unsuitable material prevents achieving the desired compaction, these areas shall be excavated and replaced with Compacted Aggregate Base, No. 53 to the desired compaction at the direction of the ENGINEER. The costs for excavation, material, placement, and compaction shall be included in the total Contract Sum of the Work.

TS 21 ADJUSTING RINGS

No brick or block shall be used in the construction of a *manhole* or when adjusting the elevation of the frame and cover.

When one solid riser or barrel section cannot be used, the final adjustments in elevation of the frame and cover shall only be accomplished by the use of precast concrete adjusting rings conforming to ASTM C-478. Not more than twelve (12) inches of total adjusting rings shall be allowed per structure.

Joints between adjusting rings and casting shall be sealed utilizing one of the following elements:

1. An approved rubber gasket manufactured and installed in accordance with ASTM C443, latest edition.
2. Trowelable grade butyl rubber.
3. A 0.5-inch diameter non-asphaltic mastic (Kent Seal or approved equal) conforming to AASHTO M-198 and Federal Specification SS-521-A.

TS 22 STRUCTURE CASTINGS AND HOODS

Any manhole lids that will be within any portion of a bituminous recreational path or concrete walkway shall be Neenah Casting Catalog #R-1714, Special “C” Cope Lid 1 Neenah - NF-17140023 Type "C" lid design with permagrip texture with four lift holes, or approved equal.

All catch basins and modified structures with a sump present shall have “Snout Oil-Debris Hoods” as manufactured by:

Best Management Products, Inc.
53 Mt. Archer Rd.
Lyme, CT 06371
(860) 434-0277, (860) 434-3195 FAX
Toll Free: (800) 504-8008 or (888) 434-0277
Web Site: www.bmpinc.com

OR

Pre-Approved Equal

The cost thereof shall be included in the total Contract Sum of the Work.

TS 23 EXISTING STRUCTURE ADJUSTMENT

Adjustments to existing structures shall be performed as shown on the plans in accordance with Section 720.04 of INDOT Standard Specifications.

Payment for the adjustments shall be included in the total Contract Sum of the Work.

TS 24 PAYMENT FOR DRIVES

When the existing drive is concrete or asphalt, the existing drive shall be sawed at the line where the new construction shall match the existing material. The cost of this shall be included in the total Contract Sum for the Work.

TS 25 MATERIAL ACCEPTANCE

All aggregate, concrete, and bituminous materials used for the project shall be produced from an approved source. The CONTRACTOR shall submit the names and addresses of the suppliers of these materials for the project to the ENGINEER at the pre-construction conference. Prior to delivery CONTRACTOR shall submit to the ENGINEER a copy of the certification for each material supplier.

TS 26 FINAL CLEANUP

The CONTRACTOR shall clean up all areas, including inlets, storm pipes, and streets, within the construction area as well as areas disturbed outside the construction areas at the completion of the project. This work shall be done at the satisfaction of the City of Greenfield. The areas disturbed outside of the construction area shall be seeded at no cost to this project.

TS 27 STANDARD DRAWINGS

See Appendix A – Standard Construction Details. This can be found in the City of Greenfield Public Improvements Design Standards and Specifications Manual.

TS 28 CONSTRUCTION NOISE

The CONTRACTOR shall be required to limit construction noise by maintaining his equipment in proper working order, thereby minimizing the effect of construction noise in the project area.

TS 29 EROSION CONTROL GUARANTEE

Prevailing Specifications: INDOT 621

Additions:

The CONTRACTOR shall guarantee a stand of grass; and if through the actions of the elements, the seasons, animals, or man the seed does not grow; shall reseed, re-fertilize, and do that which is required to produce an abundant and uniform growth of grass on the areas requiring seeding in this contract. Final acceptance of the project will not be made until the requirements of this special provision have been attained.

TS 30 RIGHT OF ENTRY

The CONTRACTOR shall receive permission from property owners prior to constructing drives or yard grading or doing any work for their convenience outside of the right-of-way (or construction limits if provided). Copies of signed Right of Entry forms shall be supplied to the ENGINEER.

TS 31 EXCESS MATERIAL - DISPOSAL

All excess material (waste) shall be removed from the project site. Whether a private or public waste site is utilized, such disposal shall comply with all Federal, State and local ordinances and permit requirements. A copy of all permits obtained or applied for shall be submitted to the ENGINEER prior to the commencement of any construction activities. The cost for excess material disposal shall be included in the total Contract Sum of the Work.

TS 32 RESTORATION OF DISTURBED AREAS

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

Any roots remaining after all the removal of any designated item shall be removed to a depth of 6 inches below the surface of the surrounding ground area.

Backfilled areas and the surrounding ground areas are to be raked to the satisfaction of the ENGINEER and sodded. All work shall be in accordance with Section 621.

The cost for restoration of disturbed areas shall be included in the total Contract Sum of the Work.

TS 33 PIPE REMOVAL

Pipe or structure removal required to make the proposed improvements, whether indicated on the plans or not, shall be included in the total Contract Sum of the Work. CONTRACTOR shall request and receive approval of the ENGINEER prior to removal of pipe or structures not designated for removal on the plans.

TS 34 MANHOLES - EXISTING

The penetration of manhole walls shall be done in a careful manner to insure no damage to existing pipes. CONTRACTOR, at no cost to the OWNER, shall make any necessary repairs to manholes or pipes if damage is caused.

All existing concrete structure penetrations shall be via core drilling only. All penetration into manhole, pipe, concrete, etc. required for construction of the sewer shall be included in the total Contract Sum of the Work.

TS 35 RESETTING STREET SIGNS

The resetting of street signs as shown in the plans shall be included in the total Contract Sum of the Work. The CONTRACTOR shall be responsible for maintaining and storing all signs that are removed from their respective places during construction. Any sign, post, hardware, etc. damaged after the sign has been removed shall be replaced and paid for by the CONTRACTOR before being reset at the end of the project.

TS 36 AS-BUILT PLANS

The contractor shall use the PDF contract plans and add legible notation for elevations, dimensions, and other information that was built and accepted by the engineer that differs from the contract plans. The contractor shall submit the completed as-built plans to the Engineer for approval. The cost of as-built plans shall be included in the total Contract Sum for the Work.

TS 37 INDOT PERMIT

The INDOT Permit number for this project is G-1168.

TS 38 MATERIALS TO BE PURCHASED BY CITY

All pipes and structures for this project will be purchased by the OWNER, with the exception of structures and pipe identified in the Structure Data Table as Not State Road Closure Dependent. The CONTRACTOR will be responsible for purchasing materials identified as Not State Road Closure Dependent. Materials purchased by the OWNER will be stored on site and will be available for the CONTRACTOR on June 1st, 2020.

END OF TECHNICAL SPECIFICATIONS