

**CONTRACT DOCUMENTS**

**FOR**

**GREENFIELD CCMG-2023-1**  
**Des. No. 2300386**

**Department of Engineering**  
**City of Greenfield**

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

<b><u>SUBJECT</u></b>	<b><u>PAGES</u></b>
NOTICE TO BIDDERS	NTB-1
INSTRUCTIONS TO BIDDERS	ITB-1
BIDDER'S ITEMIZED PROPOSAL AND DECLARATIONS	BID-1
POST BID SUBMITTAL	POST-BID-1
BID BOND	BB-1
WARRANTY BOND	WB-1
PAYMENT BOND	PMB-1
PERFORMANCE BOND	PFB-1
AGREEMENT	A-1
ADDITIONAL REQUIREMENTS	AR-1
SPECIAL CONDITIONS	SC-1
TECHNICAL SPECIFICATIONS - MATERIAL WORKMANSHIP	TS-1

**NOTICE TO BIDDERS**  
**City of Greenfield**

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

Project/Work: **CCMG-2023-1: Greenfield Community Crossings Matching Grant**

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 **July 11, 2023** 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:

**Road resurfacing & patching, curb, sidewalk, ADA ramps, and associated work along various street segments in Greenfield**

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.

A pre-bid conference for discussion of the Work will be held on **June 20, 2023 at 2:00pm in the Larry Breese Conference Room at City Hall, 10 S. State Street, Greenfield, IN 46140**. All prospective Bidders are strongly urged to attend the pre-bid conference to learn about the project.

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

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

**INSTRUCTIONS TO BIDDERS**  
**City of Greenfield**

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

Project/Work: **CCMG-2023-1: Greenfield Community Crossings Matching Grant**

Owner’s Representative: **Tyler Rankins, Street Commissioner**

Engineer: **Jason Koch, City Engineer**

**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 \$500.00 per day for delay in achieving the Substantial Completion date of November 17, 2023 and at the rate of \$100.00 per day for delay in achieving the Final Completion date of December 18, 2023.**
- 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.

**11. ANTICIPATED PROJECT SCHEDULE MILESTONES (subject to change)**

Legal Ad #1	June 10, 2023
Legal Ad #2	June 17, 2023
Pre-Bid Meeting	June 20, 2023
Deadline for Questions	June 23, 2023
Final Addenda Released	June 26, 2023
Bid Opening	July 11, 2023
Bid Award	July 25, 2023
NTP Issued	July 31, 2023
Substantial Completion	November 17, 2023
Final Completion	December 18, 2023

**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: **CCMG-2023-1: Greenfield Community Crossings Matching Grant**

Proposal For Construction of: **Road resurfacing & patching, curb, sidewalk, ADA ramps, and associated work along various street segments in Greenfield**

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**  
**CONTRACT ITEMS AND UNIT PRICES**

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Price
1	Mobilization & Demobilization	LS	1		
2	Milling, Asphalt, 1.5 IN	SYS	30,585		
3	Milling, Approaches	SYS	4,475		
4	HMA Surface, Type B, 12.5 mm	TON	3,368		
5	HMA for Approaches, Type B	TON	498		
6	HMA Wedge and Level, Type B	TON	462		
7	HMA Base Repair, Type B, 25.0 mm (6" depth)	TON	1,641		
8	Sidewalk Concrete, Remove	SYS	205		
9	Curb Ramp, Concrete	SYS	363		
10	Detectable Warning Surfaces	SYS	49		
11	Line, Thermoplastic, Solid, Yellow, 4 IN	LFT	13,360		
12	Line, Thermoplastic, Solid, White, 6 IN	LFT	13,740		
13	Curb, Remove	LFT	182		
14	Transverse Marking, Thermoplastic, Stop Line, White, 24 IN	LFT	20		

**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  
MANUFACTURERS LIST**

*Instructions to Bidders:*

*The Bidder shall enter, in the spaces provided below, the name of the manufacturer for ALL material and equipment listed below, to be incorporated into the Work.*

***Failure to furnish all information for each listed material or equipment item(s) may render the bid non-responsive.***

*Preliminary acceptance of equipment listed by the manufacturer's name shall not in any way constitute a waiver of the Drawing and Specification requirements covering such equipment. Acceptance will be based on full conformity with the Drawings and Specifications covering the equipment.*

***The information submitted on this Post-Bid-2 page does not alleviate the Bidder from submitting the required Subcontractor/Supplier Information on the Post-Bid-1 page.***

<u>Material/Equipment Item</u>	<u>Manufacturer</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**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

**CCMG-2023-1: Greenfield Community Crossings Matching Grant**

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: \_\_\_\_\_

**WARRANTY 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

**CCMG-2023-1: Greenfield Community Crossings Matching Grant**

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



WHEREAS, Contractor has installed and completed and met all improvements, installations and requirements applicable to the above described Work, but said improvements and installations have not yet been accepted for public maintenance; and

WHEREAS, the Owner/Obligee requires a guarantee from the Contractor against defective materials and workmanship in connection with such maintenance.

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]

**PAYMENT 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, plus 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

**CCMG-2023-1: Greenfield Community Crossings Matching Grant**

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 promptly make payments of all amounts due to all Claimants, then this obligation shall be void; otherwise to remain in full force and effect. "Claimant" shall mean any subcontractor, material supplier or other

person, firm, or corporation furnishing materials or equipment for or performing labor or services in the prosecution of the Work provided for in such Agreement, including lubricants, oil, gasoline, coal and coke, repairs on machinery, and tools, whether consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work.

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

**CCMG-2023-1: Greenfield Community Crossings Matching Grant**

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”: **CCMG-2023-1: Greenfield Community Crossings Matching Grant**

“WORK”: **Road resurfacing & patching, curb, sidewalk, ADA ramps, and associated work along various street segments in Greenfield**

“ENGINEER”: **Jason Koch, City Engineer**

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 **Substantial Completion on or before November 17, 2023, and Final Completion on or before December 18, 2023.**
- 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.

[REST OF PAGE INTENTIONALLY LEFT BLANK]



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 \$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.

## TECHNICAL SPECIFICATIONS

### TS-101 PAY ITEMS SPECIFICATION REFERENCES

Item No.	Description	Specification
1	Mobilization & Demobilization	2022 INDOT Standard Specifications Section 110
2	Milling, Asphalt, 1.5 IN	2022 INDOT Standard Specifications Section 306
3	Milling, Approaches	2022 INDOT Standard Specifications Section 306
4	HMA Surface, Type B, 12.5 mm	2022 INDOT Standard Specifications Section 402 & TS-104
5	HMA for Approaches, Type B	2022 INDOT Standard Specifications Section 402 & TS-104
6	HMA Wedge and Level, Type B	2022 INDOT Standard Specifications Section 402 & TS-104
7	HMA Base Repair, Type B, 25.0 mm (6" depth)	2022 INDOT Standard Specifications Section 402 & TS-104
8	Sidewalk Concrete, Remove	2022 INDOT Standard Specifications Section 202
9	Curb Ramp, Concrete	2022 INDOT Standard Specifications Section 604 INDOT Std Dwg E 604-SWCR-01 thru 14
10	Detectable Warning Surfaces	2022 INDOT Standard Specifications Section 604 INDOT Std Dwg E 604-SWCR-01 thru 14
11	Line, Thermoplastic, Solid, Yellow, 4 IN	2022 INDOT Standard Specifications Section 808
12	Line, Thermoplastic, Solid, White, 4 IN	2022 INDOT Standard Specifications Section 808
13	Curb, Remove	2022 INDOT Standard Specifications Section 202
14	Transverse Marking, Thermoplastic, Stop Line, White, 24 IN	2022 INDOT Standard Specifications Section 808

The Schedule of Pay Items does not contain lump sum pay items for maintenance of traffic or construction engineering; such work will not be paid for directly. The cost thereof shall be included in the cost of other pay items.

### TS-102 ALLOWABLE DISTURBANCE TIME

CONTRACTOR shall schedule and execute work in such a way as to minimize the time of disturbance to any particular street segment. Disturbance shall be defined as any specified and/or planned infrastructure improvements to an individual street on the project. The Disturbance Time start date is the date of actual construction begins and not at the time of sign placement.

A milled surface shall not be left open to traffic longer than five (5) calendar days for mainline pavement and ten (10) days for approaches. If the milled surface is not overlaid after five (5) calendar days for mainline pavement and ten (10) calendar days for approaches, a \$200.00 per calendar day per street shall be assessed as liquidated damages, not as a penalty, but as damages sustained for each calendar day that the milled area remains left open to traffic.

Construction signs shall be removed within seven (7) calendar days of final acceptance of an individual street. The cost of coordinating work activities associated with this specification shall not be paid for directly, but shall be included in the total cost of the contract.

### **TS-103 ASPHALT MATERIAL FOR TACK COAT**

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

Asphalt material for tack coat shall be applied to existing pavement prior to the placing of base, intermediate or surface course under applicable provision of Section 406 of the Standard Specifications.

The tack coat shall be applied in such a manner as to minimize inconvenience to traffic and to permit one-lane traffic without pick-up or tracking of the asphalt material. If, after the application of the tack coat, the tack coated section is open to traffic, or the CONTRACTOR did not pave the area covered by the tack at the end of the working day, cover aggregate shall be spread as directed by ENGINEER. The cover aggregate, if required, shall be a fine aggregate No. 24 and will not be paid directly but shall be included in the cost of other items.

### **TS-104**

The Indiana Department of Transportation (INDOT) Standard Specifications, Section 402 – Hot Mix Asphalt, HMA, Pavement dated 2022, shall apply with the modifications as noted herein. Section numbers refer to INDOT Standard Specifications.

#### **HMA.01 Description**

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

#### **HMA.02 Quality Control**

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

#### **HMA.03 Materials**

PG binders for HMA shall be supplied by an INDOT approved supplier in accordance with *ITM 581 – Asphalt Supplier Certification (ASC) Program* and shall meet the requirements of Section 902.01.

Aggregate materials for HMA mixtures shall be supplied by an INDOT Certified Aggregate Producer (CAPP). The aggregates shall meet the requirements of Section 904.

The HMA fine aggregate materials shall meet the requirements of Section 904.02(b), except the fine aggregate angularity table shall be modified as follows:

FINE AGGREGATE ANGULARITY		
Type	Depth from Surface	
	≤ 4 inches*	> 4 inches
A		
B	40	40
C	45	40

\*Note: For 4.75 mm mixtures, the fine aggregate angularity shall be 40 for Type A and 45 for Type B and C.

The HMA coarse aggregate materials shall meet the requirements of 904.03(b), except the coarse aggregate angularity table shall be modified as follows:

COARSE AGGREGATE ANGULARITY		
Type	Depth from Surface	
	≤ 4 inches	> 4 inches
A	55	
B	75	50
C	85/80*	60

\*Note: Denotes two faced crushed requirements.

HMA coarse aggregates for surface mixtures shall meet the requirements of Section 904.03(d), except they may be modified as follows when the design speed or posted speed limit is equal to or less than 45 mph.

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

\*Note: Crushed Stone or gravel may be used in accordance with *ITM 221*.

#### **HMA.04 Design Mix Formula and Mixture Type**

The design mix formula (DMF) shall be prepared by an INDOT approved Mix Design Laboratory in accordance with Section 401.05 and submitted to the Contracting Agency in an acceptable format one week prior to use. The DMF shall be based on the mixture type (design ESAL) and mixture designation of the following tables.



<b>Mixture Type</b>	<b>Type A*</b>	<b>Type B*</b>	<b>Type C*</b>
<i>Design ESAL</i>	<300,000	300,000 to <3,000,000	≥3,000,000
<i>AADT (Average Annual Daily Traffic)***</i>	<4,000	4,000 - 15,000	15,000 - 30,000
<i>AADTT (Average Annual Daily Truck Traffic)***</i>	<50	50 - 1700	>1700
<i>Commercial &amp; Residential Application***</i>	<i>Passenger car parking with &lt;500 stalls and &lt;20 heavy trucks** per day, residential driveways</i>	<i>Parking Lots with 20-300 heavy trucks** per day</i>	<i>Heavy commercial parking lots with 150-300 heavy trucks** per day</i>

<b>Mixture Type</b>	<b>Type A*</b>	<b>Type B*</b>	<b>Type C*</b>
<b>Surface</b>			
Nominal Maximum Aggregate Sizes	4.75 mm	4.75 mm	4.75 mm
	9.5 mm	9.5 mm	9.5 mm
	12.5 mm	12.5 mm	12.5 mm
Recommended PG Binder Grade	64-22	64-22	70-22
<b>Intermediate</b>			
Nominal Maximum Aggregate Sizes	9.5 mm	9.5 mm	9.5 mm
	12.5 mm	12.5 mm	12.5 mm
	19.0 mm	19.0 mm	19.0 mm
	25.0 mm	25.0 mm	25.0 mm
Recommended PG Binder Grade	64-22	64-22	64-22
<b>Base</b>			
Nominal Maximum Aggregate Sizes	19.0 mm	19.0 mm	19.0 mm
	25.0 mm	25.0 mm	25.0 mm
Recommended PG Binder Grade	64-22	64-22	64-22

\* A higher category mix may be used for a lower category application at no additional cost to the agency.

\*\* Heavy trucks are commercial vehicles with normally 2 axles, six tires or larger.

\*\*\* This information is provided as an approximate comparison only.

Asphalt binder grades are recommended in the above table based on mixture type and designation. Adjustments to the binder grades may be required based on the amount of recycled materials used. Guidelines are contained in HMA.08. The plant discharge temperature for any mixture shall not be more than 315°F whenever PG 58-28, PG 64-22, PG 64-28, or PG 70-22 binders are used and not more than 325° F whenever PG 70-28 or PG 76-22 binders are used. HMA mixtures may be produced by using a water injection foaming device or additives as specified and according to the manufactures recommendations.

**HMA.05 Volumetric Mix Design**

Design Mix Formula (DMF) shall be determined for each mixture from a volumetric mix design by a design laboratory selected from INDOT’s list of Approved Mix Design Laboratories. A volumetric mixture shall be designed in accordance with Section 401.05 and AASHTO R 35 with the following tables and exceptions. All loose mixture shall be conditioned for four hours in accordance with AASHTO R 30 prior to testing. Material Adjustment Factor (MAF) shall not apply.

GYRATORY COMPACTION EFFORT					
Mix Type	N <sub>ini</sub>	N <sub>des</sub>	N <sub>max</sub>	Max. % G <sub>mm</sub> @ N <sub>ini</sub>	Max. % G <sub>mm</sub> @ N <sub>max</sub>
A	6	50	75	91.5	98.0
B	7	75	115	90.5	98.0
C	8	100	160	89.0	98.0

VOIDS FILLED WITH ASPHALT, VFA, CRITERIA @ N <sub>des</sub>	
Type	VFA %
A	70-80
B	65-78
C	65-75

**HMA.06 (intentionally left blank)**

**HMA.07 Mix Criteria**

HMA wedge and leveling mixtures shall consist of surface or intermediate mixtures in accordance with HMA.04. Aggregate requirements of 904.03(d) do not apply when the wedge and leveling mixture is covered by a surface or intermediate mixture.

Temporary HMA mixtures shall be the type specified in accordance with HMA.04. A MAF in accordance with 402.05 will not apply.

HMA curbing mixes shall be HMA surface type B in accordance with 402 except 402.05 shall not apply and RAP shall not be used. The binder content shall be 7.0% and the gradations shall meet the following:

HMA Curbing Gradations	
Sieve Size	Percent Passing
1/2 in. (12.5 mm)	100.0
3/8 in. (9.5 mm)	80.0 – 100.0
No. 4 (4.75 mm)	73.0 ± 5.0
No. 30 (600 µm)	20.0 – 50.0
No. 200 (75 µm)	6.0 – 12.0

**HMA.08 Recycled Material**

Recycled Materials shall meet the requirements of Section 401.06.

MAXIMUM BINDER REPLACEMENT PERCENTAGE							
Mix Type	Base and Intermediate				Surface		
	Dense Graded				Dense Graded		
	25.0 mm	19.0 mm	12.5 mm	9.5 mm	12.5 mm	9.5 mm	4.75 mm
A	25.0*	25.0*	25.0*	25.0*	25.0*	25.0*	25.0*
B	25.0*	25.0*	25.0*	25.0*	25.0*	25.0*	25.0*
C	25.0*	25.0*	25.0*	25.0*	25.0*	25.0*	25.0*

\*Note: The contribution of RAS to any HMA mixture shall be ≤ 3.0% by total mass of mixture and ≤ 15.0% binder replacement.

HMA Mixtures with a binder replacement greater than 25.0% and less than or equal to 40.0% by weight of total binder content utilizing RAP or a blend of RAP and RAS shall use a binder grade with the upper and lower temperature classification reduced by 6° C from the specified binder grade as shown below.

Specified Binder Grade for Binder Replacement ≤ 25.0%	Specified Binder Grade for Binder Replacement >25.0% and ≤40.0%
PG 64-22	PG 58-28
PG 70-22	PG 64-28
PG 76-22	PG 70-28

**HMA.09 Acceptance of Mixtures**

Acceptance will be on the basis of a Type D Certification in accordance with Section 916(d). The HMA Certification shall be the quality control test representing the material and shall include air voids at N<sub>design</sub> and binder content for material supplied to the project. Type D Certification shall be submitted to the Contracting Agency’s representative each day in which material is received.

The Minimum Testing Frequency for Type D Certification.

Base and Intermediate One sample for each 1,000 ton  
 Surface One sample for each 600 ton

**CONSTRUCTION REQUIREMENTS**

**HMA.10 General**

Shall be in accordance with Section 402.10.

**HMA.11 Preparation of Surfaces to be Overlaid**

Milling of an existing surface shall be in accordance with Section 306. Surfaces on which a mixture is placed shall be free from objectionable or foreign materials at the time of placement.

PCCP, milled asphalt surfaces and asphalt shall be tacked according to Section 406. Contact surfaces of curbing, gutters, manholes and other structures shall be tacked in accordance with Section 406.

**HMA.12 Weather Limitations**

HMA courses less than 110 lb/syd are to be placed when the ambient and surface temperatures are 60° F or above. HMA courses equal to or greater than 110 lb/syd but less than or equal to 220 lb/syd are to be placed when the ambient and surface temperatures are 45° F or above. HMA courses greater than 220 lb/syd are to be placed when the ambient and surface temperatures are 32° F or above. Mixture shall not be placed on a frozen subgrade. However, HMA courses may be placed at lower temperatures provided the density of the HMA course is in accordance with Section 402.16 or if approved by the Contracting Agency’s representative.

**HMA.13 Spreading and Finishing**

Shall be in accordance with Section 402.13.

**HMA.14 Joints**

Shall be in accordance with Section 402.14.

**HMA .15 Compaction**

The HMA mixture shall be compacted with equipment in accordance with 409.03(d) immediately after the mixture has been spread and finished. A roller application is defined as one pass of the roller over the entire mat. Compaction operations shall be completed in accordance with the following table or by the Low Temperature Compaction Requirements in HMA.16.

NUMBER OF ROLLER APPLICATIONS							
Rollers	Courses < 440 lb/syd					Courses > 440 lb/syd	
	Option 1	Option 2	Option 3	Option 4	Option 5	Option 1	Option 2
Three Wheel	2		4			4	
Pneumatic Tire	2	4				4	
Tandem	2	2	2			4	
Vibratory				6			8
Oscillatory					6		

Rollers shall not cause undue displacement, cracking, or shoving. A reduced number of applications on a course may be approved if detrimental results are being observed.

**HMA.16 Low Temperature Compaction Requirements**

Shall be in accordance with Section 402.16. Density test reports shall be furnished to the Contracting Agency.

**HMA.17 Shoulder Corrugations**

Shall be in accordance with Section 402.17.

**HMA.18 Pavement Smoothness**

Shall be in accordance with Section 402.18.

**HMA.19 Method of Measurement**

Shall be in accordance with Section 402.19, except the Material Adjustment Factor (MAF) shall not apply.

**HMA.20 Basis of Payment**

The accepted quantities for this work will be paid for at the contract unit price per ton for HMA of the type and Nominal Maximum Aggregate Size (NMAS) specified, complete in place.

<u>Pay Item*</u>	<u>Pay Unit</u>
HMA Surface Type __, __mm	Ton
HMA Intermediate Type __, __mm	Ton
HMA Base Type __, __mm	Ton

\* Pay item shall include the mixture type from the table in HMA.04 and the Nominal Maximum Aggregate Size (NMAS).

**TS-105 RESURFACING AT BRIDGES**

Do not resurface bridges within the project unless otherwise designated. In such cases the resurfacing depth shall not exceed the milled depth.

**TS-106 MAINTAINING TRAFFIC**

CONTRACTOR is responsible for coordinating with the OWNER in implementing an acceptable maintenance of traffic plan in accordance with INDOT Standard Specifications Section 801. No direct payment will be made for any items that are involved with maintenance of traffic, but shall be included in the costs of other items within the contract.

The Work shall be maintained during construction and until the contract is accepted. This maintenance shall constitute continuous and effective Work prosecuted day by day with adequate equipment and forces to the end that the roadway, structures, barricades, and construction signs are kept in satisfactory condition at all times.

Once construction operations have begun within the project limits, and through traffic is required to be maintained, the CONTRACTOR shall repair areas as directed which require special maintenance. If the repair Work is determined to be required during construction and is due to the CONTRACTOR's operations, the cost of such Work shall be included in the costs of other pay items. If the areas of the roadway which require repair are due to use by the traveling public or the elements of nature, and are not the fault of the CONTRACTOR, the CONTRACTOR will be paid to repair those areas of the roadway. Such Work will be paid for under the appropriate pay items or in accordance with the Contract Documents for extra or unforeseen Work.

If the contract includes Work for the placing of a course upon a course or subgrade which the CONTRACTOR has constructed previously, such previous course or subgrade shall be maintained during all construction operations. The cost of maintaining this Work shall be included in the costs of other pay items.

Shoulders shall be graded and shaped to assure reasonable safety to traffic before opening any completed pavement to traffic.

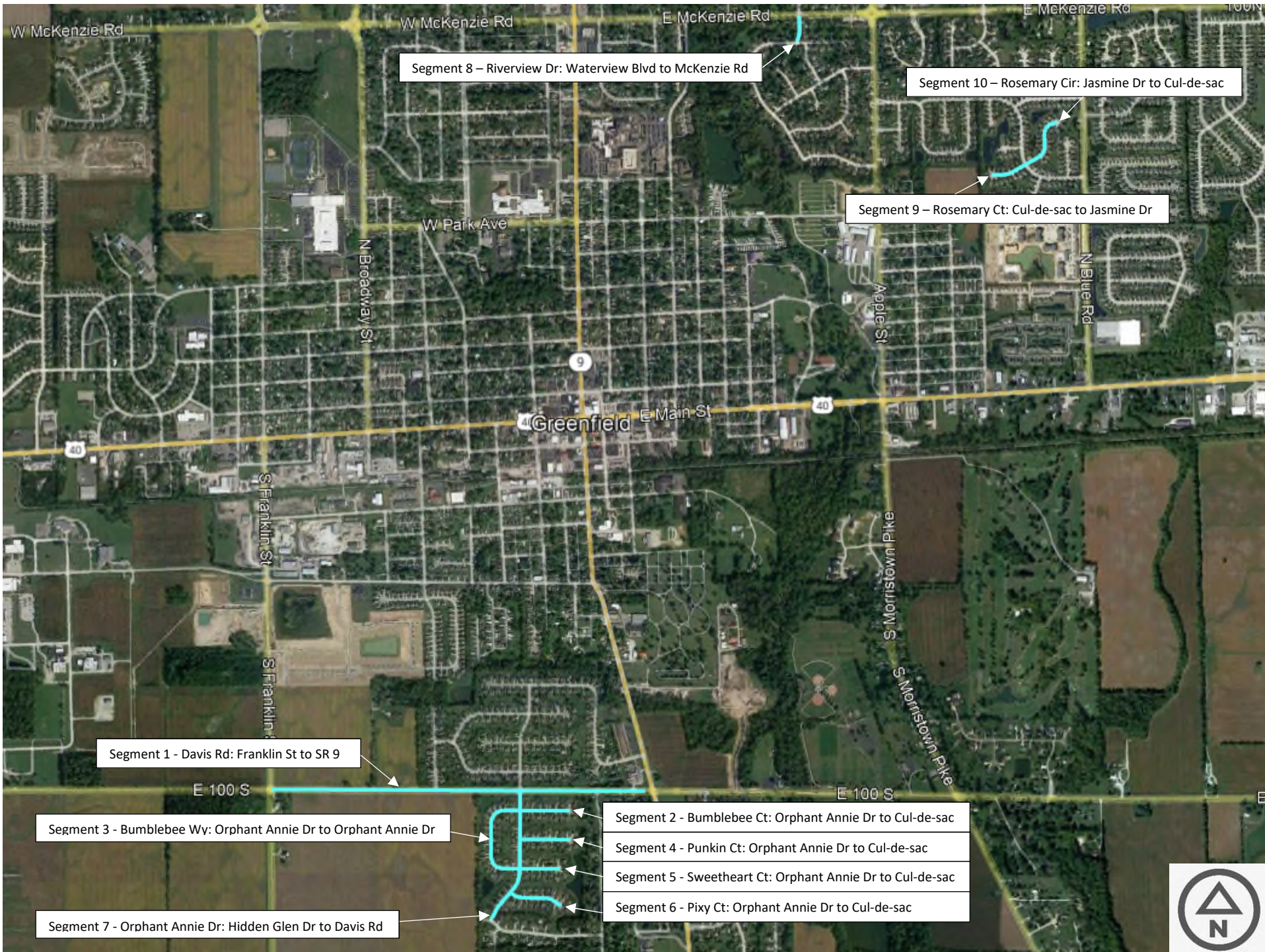
Work which is in suitable condition for travel, or any portion thereof, shall be opened to traffic as directed. Such opening shall not be construed as acceptance of the Work or any part thereof, or as a waiver of any of the provisions of the contract.

When it is desirable to open a structure or portion of a highway to traffic, such opening shall be delayed until traffic will cause no injury to completed portions of the Work. When opening to traffic is required or permitted, the CONTRACTOR shall make provisions for the safety of the public as specified or directed. Opening to traffic will not relieve the CONTRACTOR of its liability and responsibility during the period the Work is so opened prior to final acceptance.

#### **TS-107 BASIS FOR PAYMENT LUMP SUM PROJECTS**

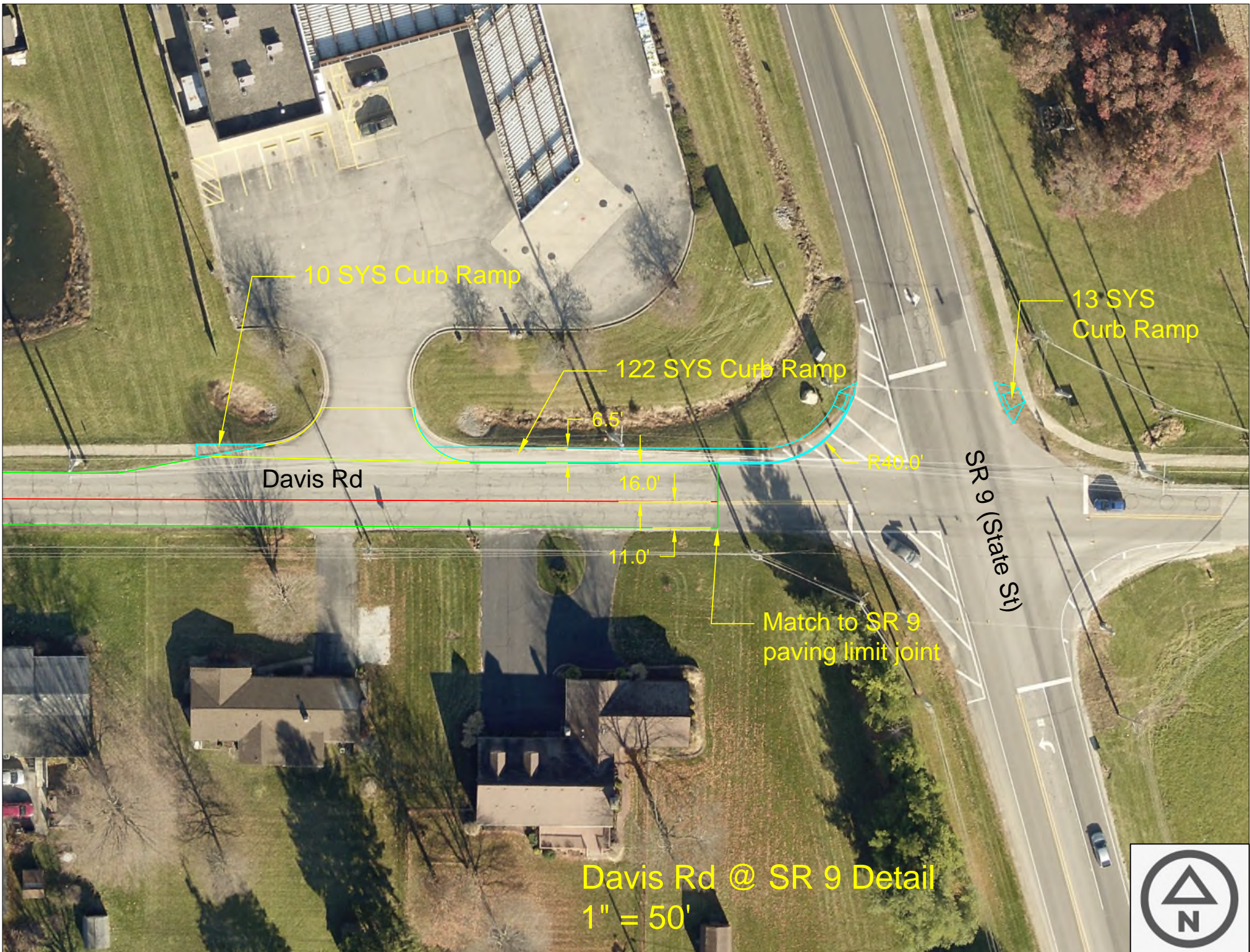
The basis for payment on this project is a lump sum basis. This lump sum basis shall supersede any other basis of payment referenced in the Contract Documents.





Item No.	Description	Segment 1 - Davis Road: Franklin St to SR 9	Segment 2 - Bumblebee Court: Orphant Annie Dr to Cul-de-sac	Segment 3 - Bumblebee Way: Orphant Annie Dr to Orphant Annie Dr	Segment 4 - Punkin Court: Orphant Annie Dr to Cul-de-sac	Segment 5 - Sweetheart Court: Orphant Annie Dr to Cul-de-sac	Segment 6 - Pixy Court: Orphant Annie Dr to Cul-de-sac	Segment 7 - Orphant Annie Drive: Hidden Glen Dr to Davis Rd	Segment 8 - Riverview Drive: Waterview Blvd to Mckenzie Rd	Segment 9 - Rosemary Court: Cul-de-sac to Jasmine Dr	Segment 10 - Rosemary Circle: Jasmine Dr to Cul-de-sac	Total Quantity	Unit
1	Mobilization & Demobilization											1	LS
2	Milling, Asphalt, 1.5 IN	11,909	1,526	3,677	1,553	1,223	1,650	5,099	955	1,114	1,879	30,585	SYS
3	Milling, Approaches	1,412	386	201	385	384	392	200	257	413	445	4,475	SYS
4	HMA Surface, Type B, 12.5 mm	1,310	168	405	171	135	182	561	106	123	207	3,368	TON
5	HMA for Approaches, Type B	156	43	23	43	43	44	22	29	46	49	498	TON
6	HMA Wedge and Level, Type B	182	24	50	24	22	26	66	22	17	29	462	TON
7	HMA Base Repair, Type B, 25.0 mm (6" depth)	983	51	61	52	21	28	253	79	19	94	1,641	TON
8	Sidewalk Concrete, Remove	11	14	27	11	15	7	44	33	23	20	205	SYS
9	Curb Ramp, Concrete	145	17	33	13	18	9	52	33	23	20	363	SYS
10	Detectable Warning Surfaces	4	4	7	3	3	3	10	9	3	3	49	SYS
11	Line, Thermoplastic, Solid, Yellow, 4 IN	13,360	-	-	-	-	-	-	-	-	-	13,360	LFT
12	Line, Thermoplastic, Solid, White, 6 IN	13,740	-	-	-	-	-	-	-	-	-	13,740	LFT
13	Curb, Remove	-	16	28	12	12	10	44	40	10	10	182	LFT
14	Transverse Marking, Thermoplastic, Stop Line, White, 24 IN	20	-	-	-	-	-	-	-	-	-	20	LFT





Davis Rd @ SR 9 Detail  
1" = 50'

