



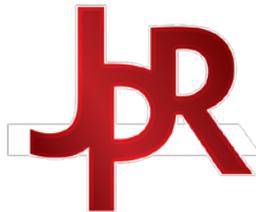
# 6<sup>th</sup> & MAIN STREETSCAPE

## DRAFT PROJECT MANUAL

MAY 11, 2017

PLANS AND MANUAL PREPARED FOR:  
**THE CITY OF DECATUR**

PLANS AND MANUAL PREPARED BY:



**JONES PETRIE RAFINSKI**  
your one single source

Surveying • Engineering • Planning • Architecture • Utility Management  
GIS • Environmental • Renewable Energy • Landscape Architecture

SET NO. \_\_\_\_\_

# TABLE OF CONTENTS

TITLE PAGE	
INVITATION FOR BID PUBLICATION .....	2
ADVERTISEMENT FOR BIDS .....	4
INSTRUCTIONS TO BIDDERS .....	5-7
BID FORM .....	7-10
ALTERNATES FORM .....	11-12
FEDERAL CONSTRUCTION CONTRACT PROVISIONS .....	13-27
CONTRACTOR'S BID FOR PUBLIC WORK.....	13-18
FORM OF AGREEMENT .....	19-22
FORM OF PERFORMANCE BOND .....	23-24
PROFESSIONAL SERVICES CONTRACT.....	26-39
GUARANTEES .....	40
INSURANCE.....	41-42
SPECIAL PROVISIONS .....	41-42

# INVITATION FOR BID PUBLICATION

Notice is hereby given, that the City of Auburn, Indiana, by and through its Town Council, hereinafter referred to as the Owner, will receive sealed bid packets for the construction of the 6<sup>th</sup> & Main Streetscape Project.

Sealed bids must be received by the City of Auburn Clerk Treasurer's office at 210 South Cedar Street Auburn, IN 46706 no later than 10:00 am. (Local Time) on September 13, 2017. Bids received after such hour will be returned unopened. Bids received prior to this time shall be opened and publicly read at the public meeting scheduled to take place on September 13, 2017 at 10:15 am at the City of Auburn City Hall. All interested citizens are invited to attend and should any citizens require special provisions, such as handicapped modifications or non-English translation personnel, the Town will provide such provisions as long as the request is made by September 1, 2017

A pre-bid meeting will be held at 10:00 am. (Local Time) on August 30, 2017 at the Town Hall, Americana, Indiana. All prime contractors, subcontractors, small, minority or women owned enterprises and other interested parties are invited to attend.

The Project will be constructed in one contract which is defined and outlined as follows:

The project consists of furnishing all labor, materials, services, equipment, tools, transportation, and miscellaneous equipment necessary for the construction of the 6<sup>th</sup> & Main Streetscape per the Project Manual, Construction Drawings and Specifications.

The work consists of, but is not limited to: selective site demolitions and the installation of asphalt paving, curb, gutter, concrete sidewalk, concrete unit pavers, lighting, landscaping, site furnishings, and signage and other improvements as outlined in the plans and specifications

Digital copies of the Construction Drawings and the Project Manual will be shared electronically at no cost via Skysite System as provided/hosted by ARC Document Solutions. Following request for the Construction Drawings and the Project Manual by the potential bidder, Jones Petrie Rafinski (JPR) will provide appropriate file sharing permissions to view and download these documents.

Hard copy sets of Construction Drawings and the Project Manual may be obtained ONLY at the offices of Jones Petrie Rafinski (JPR) for a non-refundable \$50.00. For bidding purposes, additional sets of project documents will be available to contractors at a cost of \$25.00 per set (no partial sets) and \$25.00 per manual (no partial manuals). The fee shall be in the form of a check made payable to The City of Auburn when picking up documents. Refunds will not be available for any project sets or manuals.

Contractor shall adhere to all permitting requirements.

Bids must be properly and completely executed on the bid forms contained within the Project Manual.

No bidder may withdraw their proposal within a period of 90 days following the date set for receiving bids. The Owner reserves the right to retain any and all bids for a period of not more than 90 days, and said bids shall remain in full force and effect during said time. The Owner further reserves the right to

waive informalities, reject any sub-contractor, and to award the contract to any Bidder, all to the advantage of the Owner, or to reject bids altogether.

The work to be performed and the bid to be submitted shall include sufficient and proper sums for all general construction, mechanical installation, labor, materials, permits, licenses, insurance, and so forth incidental to and required for the construction of the facilities.

Each bid must be enclosed in a sealed envelope bearing the title of the Project and the name and address of Bidder. All bids must be submitted on the bid forms as identified in the Contract Documents and Specifications.

Each bid shall be accompanied by a certified check or acceptable bidder's bond made payable to the Owner, in a sum of not less than five percent (5%) of the total amount of the highest aggregate bid, which check or bond will be held by the Owner as evidence that the bidder will, if awarded the contract, enter into the same with the Owner upon notification from him to do so within ten (10) days of said notification.

Approved performance and payment bonds guaranteeing faithful and proper performance of the work and materials, to be executed by an acceptable surety company, will be required of the Contractor at the time of contract execution. The bonds will be in the amount of 100% of the Contract Price and must be in full force and effect throughout the term of the Construction Contract plus a period of twelve (12) months from the date of substantial completion.

The Owner reserves the right to reject any bid, or all bids, or to accept any bid or bids, or to make such combination of bids as may seem desirable, and to waive any and all informalities in bidding. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bid may be withdrawn after the scheduled closing time for receipt of bids for at least ninety (90) days.

A conditional or qualified Bid will not be accepted.

Award will be made to the low, responsive, responsible bidder. The low, responsive, responsible bidder must not be debarred, suspended, or otherwise be excluded from or ineligible for participation in federally assisted programs under Executive Order 12549.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the project throughout.

Bids shall be properly and completely executed on bid forms included in the Specifications. Bids shall include all information requested by Indiana Form 96 (Revised 2010) included with the Specifications. Under Section III of Form 96, the Bidder shall submit a financial statement. A copy of the proposed Financial Statement to be submitted with the bid is included in the bid documents section to these specifications. The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

Each Bidder is responsible for inspecting the Project site(s) and for reading and being thoroughly familiar with the Contract Documents and Specifications. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation with respect to its Bid.

Wage rates on the project shall not be less than the federal wage scale published by the U.S. Department of Labor.

Bidders on this work shall be required to comply with the provisions of the President's Executive Order No. 11246, as amended. The Bidders shall also comply with the requirements of 41 CFR Part 60 - 4 entitled Construction Contractors - Affirmative Action Requirements. A copy of 41 CFR Part 60 - 4 may be found in the Supplemental General Conditions of the Contract Documents and Specifications.

The Bidders attention is also called to the "Minority/Women Business Participation" requirements contained in the Project Specifications. The Indiana Office of Community and Rural Affairs has adopted a State goal of 10% participation for minority and women owned businesses for construction related or purchase related contracts for the work.

The Contractor must meet guidelines and practices established by the Indiana Office of Community and Rural Affairs and appropriate federal regulations including: 1) Executive Order 11246, 2) Section 3 of the Housing and Community Development Act of 1968, as amended, 3) Certification of Non-Segregated Facilities, 4) OMB Circular A-102, 5) Title VI of the Civil Rights Act of 1964, 6) Section 504, Rehabilitation Act of 1973, 7) Age Discrimination Act of 1975, 8) Executive Order 12138, 9) Conflict of Interest Clause, 10) Retention and Custodial Requirements for Records Clause, 11) Contractors and Subcontractors Certifications, and others that may be appropriate or necessary.

Contract procurement is subject to the federal regulations contained in the OMB Circular A-102, Sections B and O and the State of Indiana requirements contained in IC-36-1-9 and IC-36-1-12.

Any contract(s) awarded under this Advertisement for Bids are expected to be funded in part by a grant from the Department of Housing and Urban Development, as administered by the Indiana Office of Community and Rural Affairs. Neither the United States nor any of its departments, agencies or employees is or will be a party to this Advertisement for Bids or any resulting contract.

# **INSTRUCTIONS TO BIDDERS**

## **ARTICLE 1. OWNERSHIP AND FUNDING: CITY OF AUBURN, INDIANA**

- 1.1 This project is owned and partially funded by the City of Auburn, Indiana and partially funded by a grant from the Department of Housing and Urban Development, as administered by the Indiana Office of Community and Rural Affairs. The plans, details and specifications are superseded and prevailed by the City of Auburn standard details and specifications.

## **ARTICLE 2. BIDDER'S EXAMINATION AND REPRESENTATION**

- 2.1 Before submitting a bid, each Bidder should carefully examine the bid documents and the construction site and fully inform themselves of the limitations and conditions related to the work covered by this bid, and shall include in their bid a sum to cover the cost of all such items. Contractors will not be given extra payments for conditions that could have been determined by examining the Contract Documents and site.
- 2.2 It is the purpose and intent of the Contract Documents that a fully completed job be accomplished. It shall be each Bidder's responsibility to include all costs necessary, and to provide all labor and materials for that portion of the work bid, including incidentals.
- 2.3 Each Bidder, by making their bid, represents that they have read and understand the bidding documents.
- 2.4 Each Bidder, by making their bid, represents that they have visited the project site and familiarized themselves with the local conditions under which the work is to be performed.

## **ARTICLE 3. INTERPRETATION OF CONTRACT DOCUMENTS**

- 3.1 Each Bidder is responsible for calling to the attention of JPR's Project Manager any ambiguities, inconsistencies, discrepancies, errors, or omissions which occur in their part of the work. Questions relating to design, approved equals, construction techniques, scheduling, or items to be included in the bid should be directed to JPR's Project Manager.

## **ARTICLE 4. APPROVAL BEFORE BIDDING**

- 4.1 If any Bidder preparing bids for submission on the work is in doubt as to the acceptability of any manufacturer's material or equipment under the requirements as set forth in the Contract Documents, they should request that the representatives of the proposed manufacturer or supplier contact JPR's Project Manager and request a ruling on the acceptability of the material or equipment in question. The contact should be made in time so that an addendum can be issued to all Bidders.

## **ARTICLE 5. ADDENDA**

- 5.1 JPR's Project Manager will issue addenda to clarify Bidders' questions.
- 5.2 The Owner reserves the right to issue addenda changing, altering or supplementing the contract documents up to three (3) days prior to the time set for receiving bids.
- 5.3 A copy of the addenda will be sent to each Bidder of record and to each prospective Bidder requesting a copy.
- 5.4 Bidders are responsible for acquiring any and all issued addenda in time to incorporate them into their proposal.
- 5.5 In the event addenda to Bidders is delayed for reasons not the fault of the Bidders, JPR's Project Manager may be requested to allow a reasonable extension of time to permit inclusion of such addenda.
- 5.6 Each Bidder shall enumerate in their bid all addenda received.

#### **ARTICLE 6. ALTERNATES**

- 6.1 Requested alternates, if applicable, will be bid as listed and described on the Bid Form. It is the responsibility of each Contractor to review these alternates as they pertain to the contract documents and submit their bids accordingly.

#### **ARTICLE 7. SUBSTITUTIONS**

- 7.1 The Contractor shall not substitute material, equipment, or methods unless such substitutions have been specifically approved for this work by JPR's Project Manager in an addendum.
- 7.2 Where the phrase "or equal" occurs in the contract documents, do not assume materials, equipment, or methods will be approved by JPR's Project Manager unless the item has been specifically approved for this work by the Owner and JPR in writing.

#### **ARTICLE 8. BIDDING PROCEDURES**

- 8.1 A bid is invalid if not deposited at the designated location prior to the time and date for receipt of bids indicated in THE ADVERTISEMENT TO BIDDERS.

#### **ARTICLE 9. SUBMISSION OF BID PROPOSAL**

- 9.1 Enclose bids in a sealed envelope and mail or deliver to the Clerk Treasurer's office at 210 South Cedar Street Auburn, IN 46706.
- 9.2 Tabulations of the bids may be made available per the Owner's approval.
- 9.3 Bids received after the deadline will not be considered.

#### **ARTICLE 10. MODIFICATION OR WITHDRAWAL OF BID**

- 10.1 Any Bidder may withdraw their bid at any time prior to the scheduled time for the receipt of bids. If a postponement of the time for receiving bids is made, the new time established shall be the time within the meaning of this Article.
- 10.2 Bids may be modified any time prior to bid closing, if done in writing.
- 10.3 After pronouncement of the bid closing, no Bidder may recall their bid.

#### **ARTICLE 11. DISQUALIFICATION OF BIDS**

- 11.1 The Owner reserves the right to reject any or all bids for any reason, and is not obligated to accept the lowest or any other bid. The Owner can waive any informality in bidding, and can accept or reject any alternative.
- 11.2 Failure to submit all required bidding documents might cause for rejection of bid.
- 11.3 Failure to submit all requested information with the bid shall be grounds for rejecting the bid. Bids having unfilled blanks in any part of the document may be considered unresponsive. In case of a discrepancy in the Bid Form price, the lesser amount shall be used.

#### **ARTICLE 12. AWARD OF CONTRACT**

- 12.1 Contract(s) will be awarded to the Bidder, which, in the Owner's judgment is the lowest responsible and responsive bidder complying with the conditions herein stated.

#### **ARTICLE 13. TIME OF COMMENCEMENT AND COMPLETION**

- 13.1 The Bidders shall be prepared to commence work within ten (10) days after the award of Contract for Construction, or as directed by the Owner and/or JPR'S Project Manager and shall achieve Substantial Completion of the entire Work not later than July 31, 2018.

#### **ARTICLE 14. BID FORM**

- 14.1 In order for bids to be considered by the Owner, the individual cost amounts for each area of work (including Alternates) shall be indicated for each and every area of work indicated in the Bid Form.

#### **GENERAL CONDUCT & PROJECT RULES**

Each contractor shall see that these work rules are enforced not only among his employees, but also the employees of subcontractors working with them.

##### Work Rules

1. Safety (IOSHA) rules are to be followed at all times. Flagrant safety rules violations shall be cause for dismissal from the project.
2. Work personnel are to be fully clothed at all times.
5. Any work personnel on the project who are found to be under the influence of drugs or alcohol shall be moved from the project immediately.

7. No vulgar or inappropriate language is allowed.
8. Limit use of premises to work areas indicated. Do not disturb portions of the site beyond areas in which the work is indicated.

# BID FORM

We, the undersigned, agree to provide all *labor, materials, equipment, supplies and services* required to perform all work for the **6<sup>th</sup> & Main Street Project** project in Auburn, Indiana as described in the bid package documents prepared by Jones Petrie Rafinski (JPR).

The undersigned, having carefully examined the Construction Drawings, Specifications, Project Manual and all Addenda thereto and other Contract Documents and having familiarized themselves with the project site, material availability, Federal, State and Local Laws, ordinances, rules and regulations affecting performance of the work, hereby propose to furnish all labor, mechanics, supervision, tools, material, equipment, transportation, services and all incidentals necessary to perform and complete said work and work incidental thereto, in a workmanlike manner, as described in said Construction Drawings, Specifications, Project Manual and other Contract Documents including Addenda issued thereto for the amount listed below.

---

Name of Company

---

Date of Proposal

---

Telephone Number

---

Email Address

---

Company Contact

---

Title of Contact

**BID/PROPOSAL  
CITY OF AUBURN**

**Project Name** 6<sup>TH</sup> & Main Streetscape  
**For Bids Due** September 13, 2017

<b>BASE BID</b>					
<b>No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
1	MOBILIZATION AND DEMOBILIZATION	1	LS		
1	CPM SCHEDULE	1	LS		
1	MAINTENANCE OF TRAFFIC	1	LS		
2	SIGN, REMOVE	20	EACH		
3	TREE, REMOVE	5	EACH		
4	PAVEMENT, REMOVE	1874	SYS		
5	SIDEWALK, CONCRETE, REMOVE	1160	SYS		
6	CURB, REMOVE	1350	LFT		
7	STORM STRUCTURE, REMOVE	8	EACH		
8	PIPE, REMOVE	200	LFT		
9	LIGHT POLE & FNDATION, REMOVE (MAIN ST)	3	EACH		
10	ROAD EXCAVATION, COMMON 18" DEPTH	255	CYS		
11	SIDEWALK EXCAVATION, COMMON 12" DEPTH	155	CYS		
12	TEMPORARY EROSION AND SEDIMENT CONTROL, DROP INLET PROTECTION	12	EACH		
13	STRUCTURAL BACKFILL, TYPE 1	200	CYS		
14	SURFACE MILLING, ASPHALT	1726	SYS		
15	HMA SURFACE, TYPE B 1.5"	140	TON		
16	TACK COAT FOR ASPHALT	2	TON		
17	1" SURFACE FOR HMA PATCHING	36	TON		
18	3" BINDER FOR HMA PATCHING	322	TON		
19	10" AGGREGATE BASE FOR HMA PATCHING	360	TON		

20	8" PCCP	400	SYS		
21	6" AGGREGATE BASE FOR 8" CONCRETE	134	TON		
22	SIDEWALK, 4" CONCRETE	510	SYS		
23	2" AGGREGATE BASE FOR 4" SIDEWALK CONCRETE	112	TON		
24	PAVERS FOR CROSSWALK INCLUDING AGG. BASE, CONCRETE BASE	120	SYS		
25	SIDEWALK PAVERS INCLUDING AGG. BASE, CONCRETE BASE & EDGING	850	SYS		
26	CURB RAMP	40	SYS		
27	STANDARD CURB & GUTTER, CONCRETE	1710	LFT		
28	PVC STORM PIPE - 12"	310	LFT		
29	CATCH BASIN	12	EACH		
30	CASTING, ADJUST TO GRADE	11	EACH		
31	STREET LIGHTS, LED, W/FOUNDATION	14	EACH		
32	ELECTRIC WIRE	2210	LFT		
33	PVC SCHEDULE 80 CONDUIT, 2"	2210	LFT		
35	TESCO BOX	1	EACH		
35	POST MOUNTED ELECTRICAL OUTLETS	18	EACH		
36	TRASH ENCLOSURES MASONRY WALLS & GATE	3	LS		
37	TOPSOIL TO FILL BEDS (12" DEPTH)	115	SYS		
38	TREE GRATE	10	EACH		
39	RAISED CURBED TREE PLANTER	2	EACH		
40	OVERSTORY TREE, 2 1/2" CAL	10	EACH		
41	ORNAMENTAL TREE, 1 1/2" CAL	4	EACH		
42	No. 3 CONTAINER PLANT	103	EACH		
43	ORNAMENTAL GRASSES No. 1 CONTAINER	87	EACH		
43	PERRENIALS No. 1 CONTAINER	889	EACH		
43	SHREDDED HARDWOOD MULCH	28	CYS		

44	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, LANE INDICATION ARROW	2	EACH		
45	LINE, THERMOPLASTIC, 4" YELLOW	500	LFT		
46	LINE, THERMOPLASTIC, 4", WHITE-PRKG	633	LFT		
47	LINE, THERMOPLASTIC, 6 INCH CROSS WALK	40	LFT		
48	LINE, THERMOPLASTIC, 24 INCH STOP BAR	55	LFT		
49	SIGN, WITH DECORATIVE POST	28	EACH		
50	BOLLARD	8	EACH		
51	BENCH 6' LENGTH	9	EACH		
52	BIKE RACK	4	EACH		
53	TRASH RECEPTACLE CITY STANDARD	6	EACH		
54	18" CONCRETE PIPE - STORM LINE ON 6TH ST	400	LFT		
55	MANHOLE STRUCTURE	4	EACH		
<b>BASE BID TOTAL COST</b>					

<b>ADD ALTERNATE #1 – Bronze Plaques in Sidewalk</b>					
1	BRONZE PLAQUES IN PAVEMENT	12	EACH		
<b>ALTERNATE #1 TOTAL COST</b>					

<b>ADD ALTERNATE #2 – Masonry Dumpster Enclosure</b>					
1	6' HIGH MASONRY WALL AND FOUNDATION	-	LFT		
<b>ALTERNATE #2 TOTAL COST</b>					

<b>ADD ALTERNATE #3 – Outlets at the Tree Grates</b>					
	Electrical Outlet	-	EA		
2	Copper Wire		LFT		
<b>ALTERNATE #3 TOTAL COST</b>					

<b>ADD ALTERNATE #4 – West 6<sup>th</sup> Landscaping</b>					
	Shrubs	-	EA		

Perennials	-	LFT		
Groundcover	-	EA		
<b>ALTERNATE #4 TOTAL COST</b>				

**ADDENDA**

Bidder herewith acknowledges receipt and has incorporated the provisions of the following addenda in this bid.

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

**SUBCONTRACTORS**

1. Contractor shall state here the names of the Subcontractors that form the basis of its Bid in relation to all site work. Failure to provide the requested information at the time the Bid is submitted will be sufficient cause for the rejection of any Bid or any part of any Bid.
2. The Contractor shall also state herein the work performed with its own forces and work performed by others.

**Prime Contractor Name**

Name \_\_\_\_\_

Work Items Prime Contractor will perform \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Sub-Contractors**

Name \_\_\_\_\_

Work Item(s) Sub-Contractor will perform \_\_\_\_\_



# 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): \_\_\_\_\_

2. County : \_\_\_\_\_

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 \_\_\_\_\_, \_\_\_\_\_, subject to the following conditions: \_\_\_\_\_

Contracting Authority Members:


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

Governmental Unit: \_\_\_\_\_

Bidder (Firm) \_\_\_\_\_

Date (month, day, year): \_\_\_\_\_

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

**SECTION I EXPERIENCE QUESTIONNAIRE**

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

Contract Amount	Class of Work	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.



# Standard Form of Agreement Between Owner and Contractor

*Where the basis of payment is a  
STIPULATED SUM*

## **AGREEMENT**

Made as of \_\_\_\_\_

## **BETWEEN**

The Owner:

**City of Auburn**  
210 South Cedar Street  
Auburn, IN 46706

The Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Project:

**6<sup>th</sup> & Main Streetscape**

The Project Engineer:

**JPR Jones Petrie Rafinski**  
108 West Columbia Street  
Fort Wayne, Indiana 46802  
(260) 422-2522

The Owner and Contractor agree as set forth below.

## **ARTICLE 1** **THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Bid Form, Construction Drawings, Written Specifications issued prior to execution of this Agreement, and other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

## **ARTICLE 2** **THE WORK OF THIS CONTRACT**

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3**  
**DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

- 3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above.
- 3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than December 15, 2017, and absolutely is not subject to adjustments of this Contract Time for weather. It is subject to additional work as specified by Owner's change orders.

**ARTICLE 4**  
**CONTRACT SUM**

- 4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the specified work a Not to Exceed Contract Sum of \_\_\_\_\_ Dollars.
- 4.2 This Contract Sum is equal to the sum submitted by \_\_\_\_\_ during the bidding process. Modifications to this sum must be approved by Project Engineer, Owner and Contractor through written change orders prepared by the Contractor.

**ARTICLE 5**  
**PROGRESS PAYMENTS**

- 5.1 Based upon Applications for Payment submitted to the Project Engineer by the Contractor and Approval for Payment issued by the Project Engineer to the Owner, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. Failure by the Contractor to submit applications of payment to the Project Engineer may result in payment delay by the Owner.
- 5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
- 5.3 Provided an Application for Payment is received by the Project Engineer not later than the 10<sup>th</sup> day of a month, the Owner shall make payment to the Contractor not later than the 25<sup>th</sup> day of the month. If the Project Engineer receives an Application for Payment after the application date fixed above, the Owner shall make payment not later than 20 days after the Project Engineer receives the Application for Payment.
- 5.4 Each Application for Payment shall be based upon the work completed, and shall be submitted by the Contractor in accordance with the Contract Documents. The application for payment shall have the data to substantiate its accuracy as the Project Engineer may require. This Payment Application, unless objected to by the Project Engineer, shall be used as a basis for reviewing the Contractor's Invoice.
- 5.5 Applications for Payment shall indicate the quantities completed for each portion of the Work as of the end of the period covered by the Application for Payment.
- 5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as 95% of the completed work with 5% being retained until completion of the work. Failure to compute 95%, by the Contractor, may result in payment delay by the Owner.

- 5.7 Reduction or limitation of retainage, if any, shall be as follows: The retainer shall be 5% of the work completed to be paid upon Project Engineer’s approval of final completion of the work.

**ARTICLE 6**  
**FINAL PAYMENT**

- 6.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when the Contract has been fully performed by the Contractor.

**ARTICLE 7**  
**MISCELLANEOUS PROVISIONS**

- 7.1 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate of 1% per month or at the legal rate prevailing from time to time at the place where the Project is located, unless payment delay is the fault of the Contractor per this agreement.

**ARTICLE 8**  
**ENUMERATION OF CONTRACT DOCUMENT**

- 8.1 The Drawings are as follows, and are dated June 16, 2017.

<b>Document Title</b>	<b>Pages</b>
Cover Sheet	G100
General Notes	G101
Topographical Survey	C100
Demolition Plan	C101
Erosion Control Plan	C102
Maintenance of Traffic Plan	C103
Dimensional Plan – West 6 <sup>th</sup> Street	C201
Dimensional Layout Plan – East 6 <sup>th</sup> Street	C202
Dimensional Layout Plan – Main Street	C203
Grading Plan – West 6 <sup>th</sup> Street	C301
Grading Plan – East 6 <sup>th</sup> Street	C302
Grading Plan – Main Street	C303
Utility Plan & Profile – West 6 <sup>th</sup> Street	C401
Utility Plan & Profile – East 6 <sup>th</sup> Street	C402
Lighting Plan and Details	C501
Lighting Photometric Plan and Details	C502
Landscape Plan and Details	C601
Erosion Control Plan and Details	C701
Site Detail Sheet	SD101
Site Detail Sheet	SD102
Site Detail Sheet	SD103
Site Detail Sheet	SD104

8.3 The Project Manual and Special Provisions shall be included as part of the contract document.

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Project Engineer for use in the administration of the Contract, and the remainder to the Owner.

**City of Auburn, Indiana**

**Name of Contractor**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Printed Name)*

\_\_\_\_\_  
*(Printed Name)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
*(Date)*

# FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal  
(Corporation, Partnership, or Individual)

and \_\_\_\_\_  
(Name and Address of Surety)

hereinafter called Surety, are held and firmly bound unto The City of Decatur, Indiana, hereinafter called "Owner" 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, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the \_\_\_\_\_, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2017 a copy of which is hereto attached and made a part hereof for the construction of the "\_\_\_\_\_".

NOW, THEREFORE, IF THE Principal shall well, truly and faithfully perform its duties, undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions therefore which may be granted by the Owner, with or without notice to the Surety and during the one year guarantee period and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

It is understood that in the event of default of the Principal said Surety shall proceed with reasonable speed to:

1. Work with the Owner to complete the project as per the original contract; or
2. Work with the Owner to select a contractor and pay the contractor the cost of completing the project as per the original contract; or
3. Pay over to the Owner as needed sufficient funds for the Owner to complete the project as per the original contract.

PROVIDED, FURTHER, that said Surety, for value received, hereby stipulates and agrees that no change, time extension, alteration or addition to the terms of the Contract or Work to be performed there under or Construction Drawings accompanying the same shall in any wise affect its obligations on this Bond, and it does hereby waive notice of any such change, time extension, alteration or addition to the terms of the Contract or to the Work or the Project Documents.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim maybe unsatisfied.

IN WITNESS, WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

ATTEST:

\_\_\_\_\_  
(Principal Secretary)  
  
(Seal)

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Witness as to Principal)  
  
(Address)

\_\_\_\_\_  
(Surety)

ATTEST:

\_\_\_\_\_  
(Witness as to Surety)  
  
(Address)

By \_\_\_\_\_  
(Attorney-in-Fact)  
  
(Address)

NOTE: Date of Bond must not be prior to date of Contract. If contractor is Partnership, all partners should execute Bond.

## PROFESSIONAL SERVICES CONTRACT

EDS # \_\_\_\_\_

This Contract (“this Contract”), entered into by and between \_\_\_\_\_ (the “State”) and \_\_\_\_\_ (the “Contractor”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

- 1. Duties of Contractor.** The Contractor shall provide the following services relative to this Contract:
- 2. Consideration.** The Contractor will be paid at the rate of \_\_\_\_\_ for performing the duties set forth above. Total remuneration under this Contract shall not exceed \$ \_\_\_\_\_.
- 3. Term.** This Contract shall be effective for a period of \_\_\_\_\_. It shall commence on \_\_\_\_\_ and shall remain in effect through \_\_\_\_\_.
- 4. Access to Records.** The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.
- 5. Assignment; Successors.** The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State’s prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.
- 6. Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.
- 7. Audits.** The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the Contractor to be a “Contractor” under 2 C.F.R. 200.330 for purposes of this Contract. However, if it is determined that the Contractor is a “sub recipient” and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 *et seq.*

- 8. Authority to Bind Contractor.** The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or

applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

**9. Changes in Work.** The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

#### **10. Compliance with Laws.**

A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this contract.** If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC §5-17-5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC §5-22-3-7:

- (1) The Contractor and any principals of the Contractor certify that:
  - (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:
    - (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
    - (ii) IC §24-5-12 [Telephone Solicitations]; or
    - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
  - (B) the Contractor will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
- (2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,
  - (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
  - (B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

**11. Condition of Payment.** All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

**12. Confidentiality of State Information.** The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC §4-1-10 and IC §4-1-11. If any Social Security number(s) is/are disclosed by Contractor,

Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

### **13. Continuity of Services.**

A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:

1. Furnish phase-in training; and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the State's written notice:

1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and
2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

### **14. Debarment and Suspension.**

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

**15. Default by State.** If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

**16. Disputes.**

A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.

C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of Ind. Code 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with Ind. Code 4-6-2-11, which requires approval of the Governor and Attorney General.

**17. Drug-Free Workplace Certification.** As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will: (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**18. Employment Eligibility Verification.** As required by IC §22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

- A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

**19. Employment Option.** If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-competition agreements that may be in effect. This release will be at no cost to the State or the employee.

**20. Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

**21. Funding Cancellation.** When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**22. Governing Law.** This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

**23. HIPAA Compliance.** If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

**24. Indemnification.** The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State shall not provide such indemnification to the Contractor.

**25. Independent Contractor; Workers' Compensation Insurance.** The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property,

arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

**26. Information Technology Enterprise Architecture Requirements.** If the Contractor provides any information technology related products or services to the State, the Contractor shall comply with all IOT standards, policies and guidelines, which are online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC §4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

**27. Insurance.**

A. The Contractor and their subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.
2. Automobile liability for owned, non-owned and hired autos with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.
3. Errors and Omissions liability with minimum liability limits of \$1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Contract.
4. Fiduciary Liability is required if the Contractor is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit-sharing and savings, among others. These contractors face potential claims for mismanagement brought by plan members. Limits should be no less than \$700,000 per cause of action and \$5,000,000 per occurrence.
5. Valuable Papers coverage, available under an Inland Marine policy, is required when any plans, drawings, media, data, records, reports, billings and other documents are produced or used under this agreement. Insurance must have limits sufficient to pay for the re-creation and reconstruction of such records.
6. The Contractor shall secure the appropriate Surety or Fidelity Bond(s) as required by the state department served or by applicable statute.

7. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC §22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.
4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.
5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

**28. Key Person(s).**

A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days' prior written notice.

B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are \_\_\_\_\_

**29. Licensing Standards.** The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

**30. Merger & Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

**31. Minority and Women’s Business Enterprises Compliance.** Award of this Contract was based, in part, on the MBE/WBE participation plan. The following certified MBE or WBE subcontractors will be participating in this Contract:

MBE/WBE	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION	DATE	PERCENT

A copy of each subcontractor agreement must be submitted to IDOA’s MBE/WBE Division within thirty (30) days of the effective date of this Contract. Failure to provide a copy of any subcontractor agreement will be deemed a violation of the rules governing MBE/WBE procurement, and may result in sanctions allowable under 25 IAC 5-7-8. Failure to provide any subcontractor agreement may also be considered a material breach of this Contract. The Contractor must obtain approval from IDOA’s MBE/WBE Division before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to MBE/WBE Division subcontractors under this Contract on a monthly basis. Monthly reports shall be made using the online audit tool, commonly referred to as “Pay Audit.” MBE/WBE Division subcontractor payments shall also be reported to the Division as reasonably requested and in a format to be determined by Division.

**32. Nondiscrimination.** Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee’s or applicant’s race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law (“Protected Characteristics”). Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

**33. Notice to Parties.** Whenever any notice, statement or other communication is required under this Contract, it shall be sent by first class mail or via an established courier/delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to: **(Include contact name and/or title, name of agency & address)**

---

---

---

---

B. Notices to the Contractor shall be sent to: **(Include contact name and/or title, name of vendor & address)**

---

---

---

---

As required by IC §4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

**34. Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by the State, (3) RFP# \_\_\_\_\_, (4) Contractor’s response to RFP# \_\_\_\_\_, and (5) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

**35. Ownership of Documents and Materials.**

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the “Materials”) not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered “work for hire” and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor’s expense. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor’s work product during the term of this Contract.

**36. Payments.**

A. All payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.

B. The State Budget Agency and the Contractor acknowledge that if the Contractor is being paid in advance for the maintenance of equipment and/ or software. Pursuant to IC §4-13-2-20(b)(14), Contractor agrees that if it fails to perform the maintenance required under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

**37. Penalties/Interest/Attorney's Fees.** The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC §5-17-5, IC §34-54-8, IC §34-13-1 and IC § 34-52-2-3.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

**38. Progress Reports.** The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

**39. Public Record.** The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on its website as required by Executive Order 05-07. Use by the public of the information contained in this Contract shall not be considered an act of the State.

**40. Renewal Option.** This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC §5-22-17-4. The term of the renewed contract may not be longer than the term of the original Contract.

**41. Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

**42. Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

**43. Taxes.** The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

**44. Termination for Convenience.** This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to IDOA and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this agreement with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

**45. Termination for Default.**

A. With the provision of thirty (30) days’ notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

**46. Travel.** No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

**47. Indiana Veteran’s Business Enterprise Compliance.** Award of this Contract was based, in part, on the Indiana Veteran’s Business Enterprise (“IVBE”) participation plan. The following IVBE subcontractors will be participating in this Contract:

VBE	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION	DATE	PERCENT
<hr/>						
<hr/>						

A copy of each subcontractor agreement shall be submitted to IDOA within thirty (30) days of the request. Failure to provide any subcontractor agreement may also be considered a material breach of this Contract. The Contractor must obtain approval from IDOA before changing the IVBE participation plan submitted in connection with this Contract.

The Contractor shall report payments made to IVBE subcontractors under this Contract on a monthly basis. Monthly reports shall be made using the online audit tool, commonly referred to as “Pay Audit.”

IVBE subcontractor payments shall also be reported to IDOA as reasonably requested and in a format to be determined by IDOA.

**48. Waiver of Rights.** No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

**49. Work Standards.** The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

**50. State Boilerplate Affirmation Clause.** I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's Boilerplate contract clauses (as contained in the 2016 OAG/ IDOA *Professional Services Contract Manual*) in any way except for the following clauses which are named below: \_\_\_\_\_

# **GUARANTEES**

## **1. CONTRACTOR AND SURETY RESPONSIBILITY**

- a. Contractor and their surety will be held responsible to the Owner that all items of equipment purchased and installed under this Contract fully meet the type, quality, design and the performance guarantees defined in the Project Documents, and in actual operations satisfactorily perform the functions for which installed. Further, that the Owner may withhold final payment until such performance and operations are demonstrated.

## **2. GUARANTEE PERIOD**

- a. The Performance Bond shall remain in effect through the guarantee period.
- b. The Contractor guarantees that the Work and services to be performed under the Contract, and all workmanship, materials and equipment performed, furnished, used or installed under the Contract, shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the Project Documents, that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the Contract shall be fulfilled. This guarantee shall be for a period of one year from and after the date of substantial completion, except as may be required by special guarantees or prescribed by law. If the Owner takes possession of or uses any completed or partially completed part of the Work, the guarantee for that part of the Work shall be for a period of one year from the date of such possession or use.

## **3. NOTIFICATION BY OWNER**

- a. If at any time within the said period of guarantee, any part of the Work requires repairing, correction or replacement, the Owner may notify the Contractor in writing to make the required repairs, correction, or replacements.

## **4. CONTRACTOR'S RESPONSE**

- a. The Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the project resulting from such defects. If the Contractor neglects to commence making such repairs, corrections, or replacements to the satisfaction of the Owner within three (3) days from the date of receipt of such notice, or having commenced fails to prosecute such Work with diligence, the Owner may employ other persons to make the same, and all direct and indirect costs of making said repairs, correction of replacements, including compensation for additional professional services, shall be paid by the Contractor.

## **5. SPECIAL GUARANTEES**

- a. Whenever in the construction drawings a guarantee is required to be furnished for any item of equipment, material or portion of the Work, such guarantee shall be submitted to JPR's Project Manager and a written approval will be issued to the Contractor before any such equipment, material or construction is ordered and incorporated in the Work by the Contractor.

# INSURANCE

## 1. INDEMNIFICATION

- a. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, JPR and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, and (2) is caused in or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this subsection.
- b. In any and all claims against the Owner, JPR or any of their agents or employees by any employee of the Contractor, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this subsection shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers or workmen compensation acts, disability benefit acts or other employee benefit acts.
- c. The acceptance by the Owner or his representative of any certification of insurance providing for coverage other than is required by the construction drawings to be furnished by the Contractor shall in no event be deemed a waiver of any of the requirements for this indemnification.

## 2. INSURANCE

- a. Prior to execution of the Contract by the Owner and until final completion and acceptance of the Work and expiration of the guarantee period provided for in this Contract, the Contractor shall procure and maintain insurance of the types specified and to the limits specified. All insurance shall be obtained from companies licensed to do business in the State of Indiana or having at least a Best and Company rating of A-VI for 2016, and shall at no cost to the Owner or JPR, name the Owner and JPR as additional insured's on all of the insurance coverages specified.
- b. Insurance shall be in such forms as will protect the Contractor, his subcontractors, or anyone directly or indirectly employed or engaged by them from all claims and liability for damages for bodily and personal injury, including accidental death, and for property damage which may arise from operations under the Contract, whether such operations be by the Contractor, there subcontractors, or by anyone directly or indirectly employed by them.

## REQUIRED INSURANCE

The following types of insurance shall be provided by the Contractor.

- a. Workmen's Compensation covering the statutory requirements where the work is to be performed and including Employers Liability.
- b. Comprehensive General Liability occurrence form to cover bodily injury, personal injury, property damage including Broad Form Property Damage, Broad Form Blanket Contractual Liability to cover the liability assumed by the Contractor for indemnification, Products/Completed Operations insurance for two (2) years after the completion of the project, Premises and Operations, Contractor's Protective Liability and Personal Injury Liability.
  - 1. The comprehensive general liability policy will not contain any exclusions for blasting, explosion, collapse or underground, commonly referred to as the XCU exclusion and any deductibles or self-insured retentions shall be for the account of the Contractor.
  - 2. Contractor shall provide Owner with ISO Endorsement CG 25031185 Amendment – Aggregate Limits of Insurance per Project for the limits required.
- c. Owners and Contractor's Protective Liability Insurance to protect the Owner against claims for injury and damage arising out of the operations of the Contractor or subcontractors during the performance of the Work.
- d. Comprehensive Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned, and hired vehicles. The coverage shall also contain ISO Endorsement CA 0029(1/88) edition or its equivalent.
- e. All Risk Builders Risk Insurance including the perils of flood, earthquake collapse, and theft coverage in an amount equal to the full contract value. Insurance shall protect the insurable interest of the Owner, Contractor and Subcontractors for materials and supplies in transit, off-site storage as well as the constructed improvements at the site.

### **3. GENERAL INSURANCE NOTES**

- a. Blasting shall not be performed to complete any form of the Work under this Contract. Should a need arise for blasting, the Contractor, shall, prior to any blasting, justify in writing such need to the Owner and obtain the Owner's written permission, if granted, for specified blasting. In addition, upon receipt of such permission from the Landscape Architect, the Contractor shall, prior to any blasting, present current certificates of insurance acceptable to the Owner attesting to the blasting and explosion coverage to the limits of the excess (umbrella) liability insurance then in effect, obtain blast survey, results of which shall be provided to the Owner who may withdraw his permission on the basis of such survey, and obtain such approvals as necessary, including but not limited to the fee owner of pertinent right-of-way and appropriate federal, state and local agencies. Any permitted blasting shall comply with applicable federal, state and local laws.
- b. No policies may contain deductibles or retentions larger than \$25,000 without the expressed consent of the Owner.

- c. All policies shall contain an endorsement that the Owner will be notified in writing of any cancellation or restrictive amendments at least 90 days prior to the effective date of such cancellation or change.
- d. Certificates from the Contractor's insurance carriers stating the coverages provided, the limits of liability, and expiration dates shall be filed in triplicate with the Owner prior to Owner's execution of the Contract.
- e. Renewal certificates must be furnished by the Contractor and given to the Owner prior to the expiration date of any of the initial insurances.
- f. No insurance required or furnished hereunder shall in any way relieve the Contractor of or diminish any of his responsibilities, obligations and liabilities under the Contract.
- g. Insurance costs will not be paid for separately, but shall be considered incidental to each and every item of the bid and the contract.

**SPECIAL PROVISIONS**  
**City of Auburn Indiana**  
**6<sup>th</sup> & Main Streetscape**

**I. PROJECT DESCRIPTION**

- A. The project consists of furnishing all labor, materials, services, equipment, tools, transportation, and miscellaneous equipment necessary for the construction of the 6th & Main Streetscape per the Project Manual, Construction Drawings and Specifications.
1. The work consists of, but is not limited to: selective site demolitions and the installation of asphalt paving, curb, gutter, concrete sidewalk, concrete unit pavers, lighting, landscaping, site furnishings, and signage and other improvements as outlined in the plans and specifications

**II. PREVAILING SPECIFICATIONS AND DESIGN & CONSTRUCTION STANDARDS**

The City of Auburn's **PREVAILING SPECIFICATIONS**, most recent version, and **DESIGN & CONSTRUCTION STANDARDS**, most recent version, are to be used on this project.

Each Bid provider is specifically instructed to become completely familiar with the most recent version of the **PREVAILING SPECIFICATIONS** and the **DESIGN & CONSTRUCTION STANDARDS** prior to submitting a Bid.

Wherever the **PREVAILING SPECIFICATIONS** refer to "State Specifications," it shall mean the 2017 INDOT Standard Specifications for the letting effective after September 1, 2016.

These **SPECIAL PROVISIONS** will list only "Additions" or "Deletions" to the **PREVAILING SPECIFICATIONS** and are to be used only in conjunction with the **PREVAILING SPECIFICATIONS**.

In the event of conflict between the **SPECIAL PROVISIONS** and the **PREVAILING SPECIFICATIONS**, the **SPECIAL PROVISIONS** will govern.

**III. BIDDING REQUIREMENTS**

A. Prevailing Specifications: 2017, INDOT Standard Specifications Section 102

B. Additions:

1. Each Bid provider shall completely execute and submit the following documents with the Bid:

a. Bid for Public Work Form

b. Bid Bond stating 5% of the total Bid or Certified Check of 5% of the bid.

c. Contractor's Non-Collusion and Non-Debarment Affidavit, Certification Regarding Investment with Iran, Employment Eligibility Verification, Non-Discrimination Commitment and Certification of use of United States Steel Products or Foundry Products.

**IV. TERM "OR EQUAL"**

A. Prevailing Specifications: None

B. Additions:

1. Where the term "or equal" is used in these specifications, the Bid provider deviating from specified item shall file with his/her Bid a letter fully explaining and justifying his/her proposed article or equal. The City of South Bend shall be the sole judge in determining if the "or equal" offered meets the specification.

**V. TAX EXEMPT**

A. Prevailing Specifications: None

B. Additions:

1. Materials and properties purchased under contract with the Owner that becomes a permanent part of the structure or facilities constructed are not subject to the Indiana Gross Retail Tax (Sales Tax). The exemption number will be furnished to the Contractor upon award.

**VI. INDEMNIFICATION**

A. Prevailing Specifications: None

B. Additions:

1. Contractor agrees to indemnify, defend and hold harmless the City of South Bend, its agents, officers and employees, from all costs, losses, claims and suits, including court costs, attorney fees, and other expenses, arising from or out of the negligent performance of this Contract by Contractor, or because of arising out of any defect in the goods, materials or equipment supplied by the Bid provider.

**VII. INSURANCE**

A. Prevailing Specifications: 2017, INDOT Standard Specifications Section 103

B. Additions:

1. All Contractors and subcontractors doing business with the City of Auburn shall present a Certificate of Insurance showing coverage in the following minimum amount:
  - a. General Liability: Premises-Completed Operations or Products, Bodily Injury and Property Damage Combined Single Limit - \$5,000,000.
  - b. There shall be no exclusion for explosion, collapse or underground hazard.
  - c. Workmen's Compensation: Statutory State of Indiana Employer's Liability - \$100,000.
  - d. Auto Liability: Bodily Injury and Property Damage Combined Single limit - \$1,000,000
  - e. City of South Bend and Beacon Health System (Memorial Hospital) shall be named as additional insured on the Certificate of Insurance.

**VIII. WAGE RATES**

A. Prevailing Specifications: 2017, INDOT Standard Specifications Section 103

B. Additions:

1. Work under this project is subject to the Common Wage Determination as established in accordance with IC 5-16-7-4 supplied in these documents
2. Certified payrolls are to be provided to the City from the contractor and any sub-contractors working under this project. Certified payrolls must be submitted in compliance with the US Department of Labor form WH-347.

**IX. AWARD OF CONTRACT**

A. Prevailing Specifications: 2017, INDOT Standard Specifications Section 103

B. Additions:

1. All Bids will remain subject to acceptance for sixty (60) calendar days after the day of the Bid opening, but the City of Auburn may, in its sole discretion, release any Bid and return the Bid security prior to that date.
2. Successful bidder from award notice will have fourteen (14) calendar days to submit a fully executed contract, Certificated of Insurance, and other require documents from either the awarded contractor and/or the subcontractors. Failure to comply within the award period may be cause for the Board of Public Works to rescind the award.

**X. BONDING REQUIREMENTS**

A. Prevailing Specifications: 2017, INDOT Standard Specifications Section 103

1. Additions:

a. The successful Bid provider shall supply the following bonds:

- (i) Payment Bond within seven (7) days of Notification of Award for an amount equal to one hundred percent (100%) of the contract amount.
- (ii) Performance Bond within seven (7) days of Notification of Award for an amount equal to one hundred twenty-five percent (100%) of the contract amount.

**XI. CONTROL OF WORK**

A. Prevailing Specifications: 2017, INDOT Standard Specifications Section 105

B. Additions:

1. The complete responsibility for this project lies with the City of Auburn, Indiana acting through authorized representatives.
2. Construction Engineering - The Contractor shall provide all the necessary, qualified personnel, equipment and supplies to perform all work required under this item. There will be no direct payment for this item.
3. The contractor is responsible to maintain the site which includes but is not limited to; dust control, site security, erosion control, and protecting adjacent properties.
4. Work hours for the Project shall be from 6:00 a.m. through 7:00 p.m., Monday through Friday. No work shall be permitted on weekends, Holidays, or after hours unless approved by the City of Auburn.

**XII. LEGAL RELATIONS**

A. Prevailing Specifications: 2017, INDOT Standard Specifications Section 107w

B. Additions:

1. The Owner, where mentioned in these documents, is the City of Auburn. The Engineer, where mentioned in these documents, is Jones Petrie Rafinski Corp. (114-032B, Part 3 of 3).
2. The Contractor shall apply for and obtain any and all required permits for the work from INDOT local, state, and federal agencies and shall comply with permit requirements, including the City of Auburn Building Department.
3. If the Contractor awarded this contract is not a resident of Indiana, within thirty days, the Contractor shall provide the Engineer with proof that the Contractor is duly licensed, qualified and registered with the Secretary of State of Indiana to engage in business within the State of Indiana.

**XIII. SUBMITTALS**

A. Prevailing Specifications: 2017, INDOT Standard Specifications Section 106

B. Additions:

1. Submit four (4) copies or an electronic version of the submittals for all equipment or materials used in this project to the City of Auburn Building Department for approval.
2. The City of Auburn Building Department will review and return two (2) copies or an electronic version of the submittals within five (5) working days.
3. The review of the submittal information by the City of Auburn is to facilitate the satisfactory acceptance of the equipment. This review shall neither relieve the contractor from the responsibility for deviations from the Specifications, nor from errors and omissions in the shop drawings or literature. Parts found not meeting the requirements of these Specifications shall be removed, repaired or replaced at no cost to the OWNER.
4. Submittals shall include complete manufacturer's descriptive information and shop drawings for all the parts furnished under this contract.
5. Upon completion of project, the Contractor will supply one (1) conformed set of all submittals to the City of Auburn.

**XIV. LEAD TIME ITEMS**

1. **On or before the pre-construction conference,** of Contract the Contractor shall submit shop drawings and place orders for all long lead time items including, but not limited to:
  - a. Light poles and fixtures
  - b. Site furnishings
  - c. Landscaping

2. Contractor shall notify the City of Auburn immediately if there are any concerns about meeting the project completion date due to unforeseen lead time issues.
3. If the project completion date is not meet due to Contractor neglect in the appropriate and timely processing of shop drawings and submittal for all long lead time items liquidated damages shall be administered from the City to the Contractor.

**xv. PROSECUTION AND PROGRESS**

A. Prevailing Specifications: 2017, INDOT Standard Specifications Sec. 108

B. Additions:

1. The project will have a substantial completion date of July 31, 2017. The contract time will start when the Notice to Proceed is delivered.
2. The City, Engineer, and Contractor will hold a pre-construction meeting following award of the contract. The date of the Notice to Proceed will be agreed at that meeting.
3. Contractor shall provide a schedule to the Owner prior to beginning any work on the site.

**xvi. CHANGE OF CONTRACT TIME**

A. Prevailing Specifications: 2017, INDOT Standard Specifications Section 108

B. Additions:

1. The Contract Time may only be changed by Change Order. Any Claim for an extension in the Contract Time shall be based on written notice delivered to the Building Department within seven (7) calendar days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within fourteen (14) calendar days after such occurrence unless an official of the Building Department allows an additional period of time to ascertain more accurate data. The Contract Time will be extended in an amount equal to time lost to delays beyond the control of the Contractor if a claim

is made in accordance with this provision. Such delays shall include acts of fires, flood, labor disputes, epidemics, abnormal weather conditions, governmental procedures, or acts of God.

2. Unless otherwise provided, the Contract time is based upon normal weather conditions. An extension is granted for weather conditions significantly more severe than normal if the Contractor demonstrates to the satisfaction of the City that the delay in the progress of the work was due to such weather. The basis to define normal weather will be the data compiled by the United States Department of Commerce, National Oceanic and Atmospheric Administration (NOAA).
3. No extension of time will be granted if the Contractor, by his/her/its own action or inaction, including fault or negligence of Contractor's subcontractors, caused the delay, or for which any remedies are provided under any other provision of this agreement.
4. The grant of an extension of time under this Section in no way constitutes a waiver by the City of any rights or remedies existing under this contract at law or in equity.

## **XVII. DEFAULT AND TERMINATION**

A. Prevailing Specifications: 2017, INDOT Standard Specifications Section 108

B. Additions:

1. Events of Default shall include Contractor's failure to perform any of its obligations under this contract including failure to commence work at the time specified, failure to perform the work in accordance with these specifications, unauthorized discontinuation of the work, failure to carry out the work in a manner acceptable to the City, failure to observe Federal, State, or local laws or regulations, and failure to comply with any other term of this contract.
2. If an Event of Default occurs, the City shall provide Contractor written notice and may permit Contractor ten (10) calendar days after the date of the notice to cure the default. If the default is not cured within the ten (10) day cure period, the City may at any time thereafter terminate this contract in which case the termination shall be final and effective.
3. Upon an Event of Default, the City may invoke the following remedies in addition to those remedies provided under separate provisions of this contract, the right of set-off against any payments due or to become due to the Contractor against the

retainage, the right to take over and complete the Work. If the City notifies Contractor that City is invoking its right to complete the Work, all rights that the Contractor has in order under Contractor's subcontracts are assigned to the City, subject to the City's right to take assignment of all or only selected subcontracts at the City's discretion. The sole obligation accepted by the City under such subcontracts is to pay for Work satisfactorily performed after the date of the assignment. In the event a conditional assignment has not been executed, the Contractor shall execute or cause to be executed any assignment, agreement, or other document that may be necessary in the sole opinion of legal counsel to the City's Board of Public Works to evidence compliance with this provision. The Contractor shall promptly deliver such documents upon the City's request. In the case of such assignment, unless otherwise agreed in writing, The Contractor remains liability to subcontractors for any payment already involved, and for any claim, suit or cause of action based upon or resulting from any error, omission, negligence or other breach of contract by the Contractor, its officers, employees, or agents arising prior to the date of assignment to the City.

#### **XVIII. LIQUIDATED DAMAGES**

1. Prevailing Specifications: 2017, INDOT Standard Specifications Section 108
2. Additions:
  - a. The Contractor shall proceed with the work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work, and excludes the time for unavoidable delays which were beyond the control and without the fault of the Contractor.
  - b. If the Contractor shall fail to complete the work within the Contract Time, or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages a sum of one thousand dollars (\$1,000.00) for each calendar day that the Contractor shall remain in default after the time of completion stipulated in the Contract Documents.
  - c. The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following and the Contractor has promptly given written notice of such delay to the Owner and Engineer/Architect.

(i) To any preference, priority, or allocation order duly issued by the Owner.

(ii) To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of public enemy, acts of the Owner; acts of another Contractor in the performance of a Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather.

**XIX. RETAINAGE AND FINAL PAYMENT**

A. Prevailing Specifications: 2017, INDOT Standard Specifications Section 109

B. Additions:

1. Payments will be made every thirty (30) calendar days.
2. Consistent with provisions of IC 36-1-12-14, the Board of Public Works shall retain a percentage of payments throughout the duration of the project.
3. There shall be a 5% retainage for each pay application.
4. Before final payment and retainage are released the Contractor must satisfy the following:
  - a. All parts and labor meet requirements stated in the specifications.
  - b. Provide copies of test reports or cut sheets on all materials supplied.
  - c. Provide As-Built drawings in accordance with the City of Auburn Prevailing Specifications for Public Works.
  - d. One (1) copy of the City of Auburn Completion Affidavit and one (1) copy of a Final Waiver of Lien.

**xx. WARRANTY**

A. Prevailing Specifications: None

B. Additions:

1. All parts shall include the following:

(i) Performance specifications;

(ii) Bill of materials

(iii) Warranties on all parts; and

(iv) Installation and safety requirements.

**xxi. OTHER UTILITIES**

A. Prevailing Specifications: None

B. Additions:

1. The Contractor shall verify the locations of all utilities by contacting Indiana 811 at 1-800-382-5544 at least two (2) working days, not counting Saturdays, Sundays or federal and state holidays before proceeding with construction. It shall also be the Contractors responsibility to contact any other utility that is not contacted by Indiana 811 and verify the utility locations.

2. The Contractor shall be responsible for working with the other utilities, i.e., gas electric, telephone, etc. in order to assure that all utilities that need to be replaced or relocated can be done with a minimum disturbance to service. The Contractor shall also be responsible for coordinating schedules with the various utilities such that they can proceed with their relocation work as efficiently as possible.

3. If the odor of natural gas is detected in a work area at any time during the course of work, the Contractor shall immediately notify NIPSCO at 1-800-634-3524. The Contractor shall also immediately notify the residents of adjacent properties. The Contractor shall advise the residents to evacuate their homes immediately if the odor is present within the dwelling.
4. Restoration of sprinkler systems damaged by the Contractor's operations shall be repaired by the Contractor at no additional cost to the City or the Owner of the system.

## **XXII. MAINTENANCE OF TRAFFIC**

- A. Prevailing Specifications: 2017, INDOT Standard Specifications Sections 105 & 801
- B. Additions:
  1. Maintenance of traffic during construction shall conform to the “Indiana Manual on Uniform Traffic Control Devices” and the City of Auburn Design and Construction Standards.
  2. **The City of Auburn’s Standard** “Traffic Closure Request” form is to be used for any lane restrictions or closures and required to be filled out and sent to the Building Department.
  3. **The contractor shall coordinate and communicate construction sequencing with business’s located within the construction site. Notice shall be given to business a minimum of 7 days in advance when sidewalk adjacent and in front of building entrances will be affected. Pedestrian access to business location is required at all times during construction. Contractor shall coordinate to allow and facilitate business deliveries at all times during construction.**
  4. All excavations shall be barricaded, fenced, covered, backfilled or otherwise prepared so as to provide protection to the public.
  5. All traffic control devices shall be maintained with no additional payment. Regulatory controls shall not be changed by the Contractor without prior approval. Regulatory controls may be relocated in order to permit necessary construction, provided these control devices remain effective and convey the intended meaning after relocation to a position, which complies with the requirement of the IMUTCD. After completion of construction, regulatory control devices, which were relocated to facilitate construction shall permanently be installed with no additional payment, in accordance with the plans, or as otherwise directed. All traffic control devices damaged, while being moved or handled shall be replaced by the Contractor with no additional payment. All other traffic control devices

necessary to maintain safe traffic operations and routing shall not be removed, changed, or relocated, except as authorized. Traffic control devices moved without prior authorization shall be replaced with no additional payment.

6. The Contractor shall arrange and prosecute the work specified for this contract. The Engineer shall approve the method of traffic control. The Engineer's approval of the method of traffic control shall not relieve the Contractor of responsibility for providing sufficient effective and safe traffic control. No construction equipment, vehicles, materials, supplies or temporary facilities shall be left unattended in the right-of-way of any street or left parked overnight without proper marking and lighting.
7. After the award of the contract and before beginning the work, the Contractor shall submit his proposed schedule of operations for the review of the Engineer. The schedule of operations as reviewed by the City shall be maintained at all times.
8. All related work shall be included in the cost of the established lump sum pay item "Maintenance of Traffic".

### **XXIII. DESCRIPTION OF WORK**

A. Prevailing Specifications: None

B. Additions:

1. Work to be performed shall include:
  - a. The project consists of furnishing all labor, materials, services, equipment, tools, transportation, and miscellaneous equipment necessary for the construction of the 6th & Main Streetscape per the Project Manual, Construction Drawings and Specifications. The work consists of, but is not limited to: selective site demolitions and the installation of asphalt paving, curb, gutter, concrete sidewalk, concrete unit pavers, lighting, landscaping, site furnishings, and signage and other improvements as outlined in the plans and specifications.
2. Furnishing all labor, services, materials, insurance and equipment to complete the work in accordance to the bid documents.

3. The Contractor shall preserve and protect all surrounding property, structures, tenants, visitors and their property from damage caused by the Contractor's operations.

**XXIV. PLANS**

A. Prevailing Specifications: City of Auburn Design and Construction Standards

B. Additions:

1. The plans consist of 55 Sheets.
2. The work shall conform to the plans.
3. The drawings are schematic in nature.
4. The CONTRACTOR is responsible for estimating dimensions and quantities of materials.
5. In the event that the Special Provisions and the Plans conflict, the Special Provisions shall govern.

**XXV. CONSTRUCTION ENGINEERING**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 105

B. Additions:

1. The Contractor shall provide all the necessary, qualified personnel, equipment and supplies to perform all work required under this item. There will be no direct payment for this item.
2. The Contractor will provide all construction layout and staking. Replacement curb elevations are to be established in the field by the Contractor based upon surrounding existing elevations and approved by the Engineer.
  - a. The contractor shall provide positive drainage and eliminate ponding water
  - b. The contractor shall not exceed a 2% cross slope in the sidewalk.
3. Digital as-builts will be required as follows:
  - a. General Requirements:
    - (i) Deviations from the original construction drawings shall be shown in the same general detail utilized in the original drawings.

- (ii) A copy of the plans shall be continuously updated (hand marked) on-site as construction proceeds and available for inspection by the City of South Bend Board of Public Works or their authorized representative.
  - (iii) If any significant changes, as deemed so by the City of South Bend or its authorized representative, are made to the plans during construction the as-built drawings shall be re-drafted to reflect the change(s).
  - (iv) Only computer generated corrections will be accepted on the final sets (electronic and hard-copy) of as-built drawings. No handwritten strike-outs or corrections will be accepted.
  - (v) The final set of as-built drawings shall be clearly stamped "AS-BUILT" and dated with the date of production. They shall also be stamped and certified by a professional engineer or professional land surveyor.
  - (vi) The City reserves the right to utilize some or all of the retainage held for a project to complete as-built drawings if they are not submitted within twenty-one (21) calendar days of the substantial completion date of a project.
  - (vii) No retainage will be released until the as-built drawings are approved.
- b. Final hard copy as-built drawing requirements:
    - (i) One (1) set of as-built drawings shall be submitted on D size (24" x 36") mylar or vellum.
    - (ii) As-built drawings are to be submitted in black and white only.
  - c. Electronic as-built requirements:
    - (i) One (1) set of as-built drawings shall be submitted in AutoCAD (2000 or later versions only) .DWG file format.
    - (ii) As-built drawing format shall meet all requirements set forth in drawing A-3 of the City of Auburn's Design and Construction Standards.
4. Construction engineering will be performed by a licensed professional engineer or land surveyor in the State of Indiana.

**xxvi. CRITICAL PATH SCHEDULE**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 108

B. Additions:

- 1. In addition to any other progress chart for this project, the Contractor shall submit and obtain acceptance, prior to any construction activities commencing on this project, of a network diagram PERT chart schedule utilizing the Critical Path Method of determining a project duration, which indicates how the Contractor will complete the project within the specified Contract Time. At a minimum, this schedule shall have all project milestones and the general Work activities required to construct the project shown in a logical sequence. The activities shall show the various dependencies and relationships between each activity(s), along with the estimated start dates, finish dates, durations, cost value, and the critical path of the construction of the project.

2. The Project Engineer will schedule and conduct a Pre-Construction Conference with the Owner, Contractor, Utilities, etc. to commence a development of the required project schedule. At this meeting the requirements of this Sections, as they apply to the Contract, will be reviewed with the Contractor. The Contractor shall be prepared to review and discuss methodology for the schedule and sequence of operations plus cost loading methodology. The schedule shall be a CPM schedule using Microsoft Project 2007.
3. The Contractor shall prepare and submit to the Project Engineer five (5) copies of the Contractor's Construction Schedule within five (5) days before the Pre-Construction meeting. The Contractor's Construction Schedule shall show the dates on which each part or division of the Work is expected to be started and completed, and shall show all submittals which constrain any work activity, allowing a minimum of five (5) working days for the Project Engineer's review of each submittal unless a longer period of time is specified elsewhere in these Contract Documents. The Contractor shall also submit a separate listing of all submittals required under the Contract, showing when each submittal will be submitted. The Work activities making up the schedule shall be of sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that, in the sole judgment of the Project Engineer, it provided an appropriate basis for monitoring and evaluation of the progress of the Work. All the on-site construction activities shall be cost loaded. The cost value of the all on-site construction activities shall equal the Contract value. Submittal and approval of the Contractor's Construction Schedule in accordance with the requirements of this Section is a condition precedent to the receipt of any payments from the City under this Contract.
4. An updated schedule shall be submitted bi-monthly and shall be based upon the construction progress through the end of the previous month, and shall include revisions due to approved change orders, approved extra Work items, all changes in the character, and/or scope of the Work as determined by the Project Engineer, utility relocations, and mutually agreed to pending change orders.
5. No acceptance will be given to a schedule which indicates construction proceeding beyond a contract completion date or duration, road or bridge completion date or opening date, completion duration, or any other milestone dates or durations as set out elsewhere within the Contract Documents.
6. The updated schedule shall reflect at a minimum the following:
  - a. Actual start dates
  - b. Actual finish dates
  - c. Actual durations
  - d. Estimated start dates of the remaining activity(s)
  - e. Estimated finish dates of the remaining activity(s)
  - f. Estimated durations of the remaining activity(s)
  - g. Planned dependencies and relationships of each item
  - h. Actual dependencies and relationships of each item
  - i. Activity cost value
7. The Contractor shall base his schedule on his subcontractor(s) and supplier(s) schedules.

8. In the event the updated schedule indicates that construction is proceeding beyond any established contract dates, durations or milestones, as may have been modified by an approval change order, the Contractor shall, at no additional cost to the Owner, take any and all steps necessary to ensure compliance with any contract date, duration or milestone. Such steps may include, but are not limited to, providing additional labor, materials and/or equipment, longer working hours and/or additional shifts, or revising, with the approval of the Project Engineer, the proposed sequence of Work activities. These steps shall be reflected on each subsequently updated schedule.
9. The Contractor shall distribute copies of all schedules as follows:
  - a. Owner – Four (4) copies
  - b. Project Engineer- Four (4) copies
  - c. All subcontractors and suppliers- One (1) copy each
  - d. All other parties as mutually agreed to by the Contractor and the Project Engineer- One (1) copy each
  - e. Each utility with facilities within the limits of the project – One (1) copy each
10. The initial cost of supplying this schedule and any Work associated with its development and distribution will be paid for as set out in the itemized proposal sheet for “CPM Schedule...LUMP SUM”.
11. Cost of the development and distribution of monthly updates to the CPM schedule will be paid for as set out in the itemized proposal sheet for “CPM Schedule, Monthly Update...EACH”.
12. Failure to provide the schedule by the 5th of each month shall permit the Owner to withhold all outstanding progress payments until such time as the appropriate schedules are submitted to the satisfaction of the Project Engineer and may be deemed by the Owner as the basis of Contract default by the contractor without further justification.

**xxvii. MOBILIZATION AND DEMOBILIZATION**

- A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 110
- B. Additions:
  1. The mobilization portion of this item will be limited to 75% of the Lump Sum Price. The balance of the Lump Sum Price will be considered demobilization and will be paid for when all work including final cleanup, is completed.
  2. Mobilization and Demobilization will be paid for at the contract unit price for “Mobilization and Demobilization...Lump Sum” as indicated on the itemized proposal sheet.

**xxviii. STATEMENTS ABOUT EXISTING CONDITIONS OF UTILITIES AND ENCROACHMENTS**

- A. Prevailing Specifications/INDOT Standard Specification Section: 107, Recurring

Special Provision 107-R-169

B. Additions:

1. Utilities: The status of all utility companies and organizations potentially involved with the work to be performed are described below as known at the time the contract was prepared.
  - a. Electric Distribution facilities of Auburn Electric exist within the project limits and will be relocated by Auburn Electric. The utility poles along the southern portion of 6<sup>th</sup> Street will be replaced and relocated within a few feet of existing locations. Service feeds to the north will be placed in an electrical duct bank underground. The contractor shall verify all locations for new electrical facilities and avoid conflicts with proposed improvements. If questions arise, Rob Higgins of the utility may be contacted at 1-260-925 8232 Ext. 1309.
  - b. The facilities of the Auburn Water Department exist within the project limits. A 10" water main exists in Main Street along with service laterals. The contractor shall verify horizontal and vertical location and avoid conflicts with proposed improvements. If questions arise, Steve Klein of the engineering department may be contacted at 1-260-925 8264 Ext. 1401.
  - c. Sanitary sewer facilities of the City of Auburn exist within the project limits. Combined sewer is located near the center line Main Street and 6<sup>th</sup> Street. The contractor shall verify horizontal and vertical location and avoid conflicts with proposed improvements. If questions arise, Steve Klein of the engineering department may be contacted at 1-260-925 8264 Ext. 1401.
  - d. The facilities of AT&T exist within the project limits. Overhead lines are on the utility poles along 6<sup>th</sup> Street. It is anticipated that these will be relocated along with the electrical facilities. If questions arise, Chris Cartwright of the utility may be contacted.
  - e. The facilities of MediaCom exist within the project limits. Overhead lines are on the utility poles along 6<sup>th</sup> Street. It is anticipated that these will be relocated along with the electrical facilities.
  - f. The facilities of NIPSCO (gas) exist within the project limits. A 4" gas main is located along the existing northern curb line of 6<sup>th</sup> street crossing Main Street. The depth is anticipated at approximately 30"-36" deep. Services laterals are located throughout. If questions arise, Phil Griffin of the utility may be contacted at 574-284-2214.

- g. The facilities of Auburn Essentials exist within the project limits Overhead lines are on the utility poles along 6<sup>th</sup> Street. It is anticipated that these will be relocated along with the electrical facilities. If questions arise, Rob Higgins of the utility may be contacted at 1-260-925 8232 Ext. 1309.

**XXIX. CLEARING RIGHT OF WAY**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 201

B. Additions:

1. Clearing Right of Way shall include but not be limited to the removal or retirement of the following items within the project limits: pipes (as directed), landscaping, trees, concrete planters, curb and gutter, poles, posts, light poles and foundations, and brick. All items directed to be removed by the Engineer that are not paid for elsewhere in these specifications will be paid for under "Clearing Right of Way". All debris will be disposed of offsite in an approved manner according to all City, County, and State statutes.
2. Clearing Right of Way shall include the removal of all items not specifically set out as pay items in the Itemized Proposal.
3. The Contractor shall not remove any signs not specifically shown for removal on the plans or unless directed by the Engineer.
4. The cost of removing existing concrete, asphalt, or gravel approaches specified for removal but not replacement will not be paid for directly but is included in Clearing Right of Way.
5. Clearing Right of Way will be paid for at the contract unit price for "Clearing Right of Way...Lump Sum" as indicated on the itemized proposal sheet.

**XXX. PAVEMENT REMOVAL**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 202

B. Additions:

1. The Contractor shall remove and dispose of any concrete pavement areas shown on the plans to be removed or as directed by the Engineer. Incidental to this work shall be neat line saw cut at removal limits for full depth removal.
2. Pavement Removal will be paid for at the contract unit price for "Pavement Removal...SYD" as indicated on the itemized proposal sheet.

**XXXI. LIGHT POLE AND FOUNDATION, REMOVE**

A. Prevailing Specifications: N/A

B. Additions:

1. Light pole, foundation and electrical appurtenances removal will be paid for at the contract unit price for “Light Pole and Foundation, Remove...EACH” as indicated on the itemized proposal sheet.

**xxxii. SIGN, REMOVE**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 202

B. Additions:

1. Removal will include the sign and any concrete foundation in its entirety.
2. All signs to be reused for the project shall be removed and protected by the contractor. Any signs to be reused that are damaged shall be replaced by the Contractor at the Contractors expense.
3. Sign removal will be paid for at the contract unit price for “Sign, Remove...EACH” as indicated on the itemized proposal sheet.

**xxxiii. TREE, REMOVE**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 201

B. Additions:

1. Tree Removal will be paid for at the contract unit price for “Tree, Remove...EACH” as indicated on the itemized proposal sheet and shall include the cost to remove the stump and roots as required and disposal off site.

**xxxiv. CURB, CONCRETE, REMOVE**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 202

B. Additions:

1. Curb, Concrete, Remove will be paid for at the contract unit price for “Curb, Concrete, Remove...LFT” as indicated on the itemized proposal sheet.

**xxxv. SIDEWALK, CONCRETE, REMOVE**

A. Prevailing Specifications: INDOT 2014 Standard Specifications Section 202

B. Additions:

1. Sidewalk, Concrete, Remove including incidental neat line sawcut will be paid for at the contract unit price for “Sidewalk, Concrete, Remove...SYS” as indicated on the itemized proposal sheet.

**xxxvi. SURFACE MILLING, ASPHALT**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 202

B. Additions:

1. The minimum depth of surface milling shall be according to the plans or as directed by the Engineer.
2. All areas of surface milling shall be established by the Engineer and the Contractor prior to the commencement of work.
3. Surface Milling, Asphalt will be paid for at the contract unit price for “Surface Milling, Asphalt...SYS” as indicated on the itemized proposal sheet.

**xxxvii. STRUCTURE, REMOVE**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 202

B. Additions:

1. Removal shall include complete removal of the existing storm structures along with the concrete collars associated with these structures as shown on the plans.
2. Structure removal will be paid for at the contract unit price for “Structure, Remove...EACH” as indicated on the itemized proposal sheet.

**xxxviii. PIPE, REMOVE**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 202

B. Additions:

1. Removal shall include complete removal of the existing storm sewer pipes with the concrete collars associated with these pipes as shown on the plans.
2. The Contractor shall disconnect the water main that is to be removed as directed

by the Engineer and approved by the South Bend Water Works.

- 3. Pipe removal, regardless of size or material, will be paid for at the contract unit price for "Pipe, Remove...LFT" as indicated on the itemized proposal sheet.

**xxxix. EXCAVATION, COMMON**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 203

B. Additions:

- 1. Excavation and embankment shall be in accordance with the following:
- 2. The minimum soil compaction requirements for backfill material and pavement subgrade will be as follows:

Subgrade under any roads, pavements, curbs, and drainage structures	100%
Topsoil used in all but the top six inches (6") of fills in areas specified	90%
Existing ground receiving fills	90%
Backfill in pipe and conduit trenches under any roads, pavements, and curbs	95%
Backfill in pipe and conduit trenches not under pavement or curbs	95%
All other areas receiving fill	90%
Compacted Aggregate Base	100%

Maximum density shall be determined by AASHTO T 99 as modified by section 203.24 of the State Specifications using Method "A" for soil and Method "C" for granular material.

- 3. The Contractor shall keep all public roadways that are used for hauling excavation or borrow material clean and free of any spillage of material. Said public roadways shall be cleaned on a daily basis. The cost of removal of any spillage shall be included in the unit cost of excavation or borrow material and no further compensation will be made. Failure to comply with this requirement will result in cleaning of the spillage by the Local Public Agency with a back charge of two hundred fifty dollars (\$250.00) per occurrence.
- 4. All excavations and trenches shall be properly braced to furnish safe working conditions in accordance with Federal, State and Local laws, statues and ordinances. The Engineer may order the Contractor to provide additional bracing should there be danger of injury to existing or adjacent structures. Whenever running sand is encountered, close sheeting, well points, or both, shall be used.
- 5. All grading and compaction of the subgrade under the pavement by a vibratory roller necessary for the completion of this Project including, but not limited to, shaping of subgrade under pavement and sidewalks, shall be incidental to the contract and not paid for separately, but included in the various bid items.

6. If large rocks or boulders are encountered during excavation for this project, these boulders shall be removed. The cost of removing these rocks or boulders will not be paid for directly but shall be included in the cost of Common Excavation.
7. Excavation of flexible type pavement shall be included in the cost of Common Excavation.
8. Excavation of brick pavers shall be included in the cost of Common Excavation. Bricks removed from the Bartlett Street and Main Street intersection, shall be stored in a secure location by the Contractor until they are needed for reuse in the event of existing brick replacement during the installation of the storm sewer at the corner of Park Land and Main Street.
9. Topsoil shall be spread on all slopes and disturbed areas to a depth of 4 inches.
10. All topsoil on the site shall be stockpiled and re-used. The cost for removal, stockpiling and re-use will not be paid for directly but shall be included in the cost of Common Excavation.
11. The Contractor shall field verify the location of all utilities prior to beginning work.
12. Common Excavation will be paid for at the contract unit price for “Excavation, Common...CYS” as indicated on the itemized proposal sheet.

**XL. TEMPORARY EROSION AND SEDIMENT CONTROL, DROP INLET PROTECTION**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 205

B. Additions:

1. Temporary erosion and sediment control is required for all work. It shall be the responsibility of the Contractor during construction to prevent sediment in storm water runoff from leaving the construction site and entering storm inlets.
2. Product to be FlexStorm Inlet Filter by Inlet & Pipe Protection, Inc. or approved equal.
3. The cost of Temporary Erosion and Sediment Control, Drop Inlet Protection shall include the removal and disposal of sediment, as directed by the project representative. If the FlexStorm Inlet Filter is damaged during construction of this project either by normal use, remaining sediment or vandalism, it shall be replaced at no cost to the city.
4. Temporary Erosion and Sediment Control, Drop Inlet Protection will be paid for at the contract unit price for “Temporary Erosion and Sediment Control, Drop Inlet Protection ...EACH” as indicated on the itemized proposal sheet.

**XLI. STRUCTURE BACKFILL**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 211

B. Additions:

1. If onsite excavated material meets the specifications for Structure Backfill, then it may be used as directed by the Engineer. The Contractor shall not receive payment for Structure Backfill if onsite material is used.
2. Structure Backfill will be paid for at the contract unit price for “Structure Backfill...CYS” as indicated on the itemized proposal sheet.

**XLII. COMPACTED AGGREGATE, NO. 53, BASE**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 301

B. Additions:

1. The use of slag and local aggregate shall not be allowed.
2. The use of crushed concrete shall be allowed.
3. Compacted Aggregate, No. 53, Base will be paid for at the contract unit price for “Compacted Aggregate, No. 53, Base...CYS” as indicated on the itemized proposal sheet.

**XLIII. COMPACTED #1 OR #2 CRUSHED LIMESTONE BASE**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 301

B. Additions:

1. The use of slag and local aggregate shall not be allowed.
2. The use of crushed concrete shall be allowed.
3. Compacted #1 or #2 Crushed Limestone Base will be paid for at the contract unit price for Compacted #1 or #2 Crushed Limestone Base ...CYS” as indicated on the itemized proposal sheet.
- 4.

**XLIV. HMA SURFACE, 110# Per S.Y. #11-B H.A.C.**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 402

B. Additions:

1. No vehicular traffic of any kind shall be permitted on any lift until the mixture has hardened sufficiently to not be unduly distorted.
2. Only coarse limestone will be used for the course aggregate.

3. The use of rap or asphalt shingles will not be allowed.
4. HMA Surface, will be paid for at the contract unit price for “HMA Surface, 110# Per S.Y> #11-B H.A.C....TON” as indicated on the itemized proposal sheet.

**XLV. HMA BINDER, 330 # Per S.Y. #8 OR #9 H.A.C.**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 402

B. Additions:

1. No vehicular traffic of any kind shall be permitted on any lift until the mixture has hardened sufficiently to not be unduly distorted.
2. HMA Binder will be paid for at the contract unit price for “HMA Binder, 330 # Per S.Y. #8 Or #9 H.A.C....TON” as indicated on the itemized proposal sheet.

**XLVI. HMA FOR TEMPORARY PAVEMENT PATCHING**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 402

B. Additions:

1. The use of rap or asphalt shingles will not be allowed.
2. HMA for Temporary Pavement will be paid for at the contract unit price for “HMA for Temporary Pavement...TON” as indicated on the itemized proposal sheet.

**XLVII. ASPHALT FOR TACK COAT**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 406

B. Additions:

1. Previously laid HMA courses as well as any pavement that has become dirty shall be cleaned and tacked prior to the placing of additional HMA courses.
2. Asphalt for Tack Coat will be paid for at the contract unit price for “Asphalt for Tack Coat...TON” as indicated on the itemized proposal sheet.

**XLVIII. MATERIAL TESTING**

A. Prevailing Specifications: N/A

B. Additions:

1. Contractor will be responsible for meeting the City's requirements for all Material Testing.
2. Contractor shall provide copies of all testing reports to Owner and/or Owner's Representative.
3. The Contractor shall provide all the necessary, qualified personnel, equipment and supplies to perform all work required under this item. There will be no direct payment for this item.

**XLIX. CURB RAMP, CONCRETE,**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 604

B. Additions:

1. The use of slag or local aggregate will not be permitted.
2. Curb ramps shall include "EZ-Set" ceramic composite detectable warning panels, or approved equal. The cost of the detectable warning panels shall be included with this item.
3. Concrete Curb will be paid for at the contract unit price for "Curb Ramp, Concrete, Type F...SYS" as indicated on the itemized pay items.

**L. SIDEWALK, CONCRETE, 4 IN.**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 604

B. Additions:

1. The use of slag or local aggregate will not be permitted.
2. The thickened sidewalk placed adjacent to the building edge will not be paid for separately, but shall be included in the cost of "Concrete, Sidewalk, 4".
3. 4 in. Concrete Sidewalk will be paid for at the contract unit price for "Sidewalk, Concrete, 4 IN....SYS" as indicated on the itemized proposal sheet.

**LI. CURB, CONCRETE**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 605

B. Additions:

1. The use of slag or local aggregate will not be permitted.
2. The Contractor shall backfill with topsoil an excavated area behind the curb,

- required to install the curb.
3. All curb shall be placed with a maximum allowable horizontal tolerance of 0.08 feet. Any curb that exceeds this tolerance shall be removed and replaced at the Contractor's expense.
  4. Concrete Curb will be paid for at the contract unit price for "Curb, Concrete...LFT" as indicated on the itemized proposal sheet.

**LII. CURB AND GUTTER, CONCRETE**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 605

B. Additions:

1. The use of slag or local aggregate will not be permitted.
2. The Contractor shall backfill with topsoil an excavated area behind the curb, required to install the curb.
3. All curb shall be placed with a maximum allowable horizontal tolerance of 0.08 feet. Any curb that exceeds this tolerance shall be removed and replaced at the Contractor's expense.
4. Concrete Curb and Gutter will be paid for at the contract unit price for "Curb and Gutter, B, Concrete...LFT" as indicated on the itemized proposal sheet.

**LIII. SPILOVER CURB AND GUTTER, CONCRETE**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 605

B. Additions:

1. The use of slag or local aggregate will not be permitted.
2. The Contractor shall backfill with topsoil an excavated area behind the curb, required to install the curb.
3. All curb shall be placed with a maximum allowable horizontal tolerance of 0.08 feet. Any curb that exceeds this tolerance shall be removed and replaced at the Contractor's expense.
4. The concrete installed under the HMA surface path adjacent to the gutter shall be incidental to the cost of the curb.
5. Spillover Curb and Gutter, Concrete will be paid for at the contract unit price for "Curb and Gutter, B, Concrete...LFT" as indicated on the itemized proposal sheet.

**LIV. 8" PCCP, PLAIN**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 502

B. Additions:

1. The use of slag or local aggregate will not be permitted.
2. The bid item shall include, but not be limited to, all cost for labor, materials, tools, equipment, excavation, backfilling, compaction, forming, saw cutting, joint construction, curing, smoothness, tining, etc. per current INDOT standard details for 8" concrete pavement.
3. Incidental concrete pavement transverse and longitudinal joint construction shall be performed in accordance with current INDOT Standard Detail Drawings E 503-CCPJ-OI thru E 503-CCPJ-08.
4. The bidder is responsible for obtaining these Standard Detail Drawings prior to bidding. The Standard Detail Drawings are available from the Engineer prior to the bid and on the INDOT website.
5. Transverse and longitudinal joint spacing shall be as per the plan drawings.
6. Concrete pavement joints shall be placed as approved by the City. Additional pavement joints shall be incidental to the work as directed by the City to match into curb joints, drive approach pavement joints, castings, etc. Joints for separate pavement construction around castings shall be incidental as directed by the City.
7. The mainline concrete pavement (PCCP) section shall consist of eight (8) inches plain concrete over three (3) inches of No. 53, aggregate, over three (3) inches of No. 1 or 2 crushed compacted limestone with No. 10 FF's, over compacted subgrade. The concrete mix shall be developed from crushed limestone aggregate. The concrete shall a minimum of 6 bags of cement per cubic yard of concrete, and shall reach 4000 psi in 28 days as verified by the Contractor's testing of cylinders or flex beams from each individual pour (a minimum 3 test samples per pour).
8. The subbase material shall be adequately pre-moistened immediately before the pour to reduce the amount of moisture drawn from the concrete.
9. The Contractor shall provide job mix formula information including admixtures to the City for approval sufficiently in advance of the work.
10. Concrete mixing and transportation shall be completed transit mixed methods. Discharge from a truck agitator or a truck mixer shall be completed within 90 min of mixing the water, cement, and aggregates. Concrete shall be uniformly mixed when delivered to the job site. Batch tickets for each load of concrete shall indicate the weight of cement and aggregates, volume of water, and the type and amount of any approved admixtures. When concrete is delivered in transit mixers, additional water to increase the workability of a load may be added within 45 minutes of initial mixing only as approved in each case by the City. Following any and all adding of water at the site, the concrete shall be thoroughly mixed and tested for slump before being incorporated into the work. Any addition of water shall be noted on the batch ticket and shall not occur as a continuing operation. Concrete with water added after leaving the plant must have a slump of less than or equal to 4.0 inches to be incorporated into the work. Concrete exceeding 4" slump shall not be used for pavement on the project.
11. Contraction joints shall be neatly sawed as per INDOT standards at spacing as directed.
12. The Contractor shall be responsible for correcting any surface smoothness defects as deemed necessary by the City at the Contractor's expense.

13. The Contractor shall take steps to avoid vandalism of the work, including the timing of pours, providing of a night watchman, etc. There will be no direct payment for this work.
14. The Contractor shall be responsible for repair and/or replacement of cracked or vandalized pavement at locations and by methods as deemed appropriate by the City.
15. Concrete approach pavement shall be as per INDOT Standard Specifications and Standard Detail Drawings, including joints, curing, etc., and as otherwise directed by the City.
16. Longitudinal slopes on approaches shall be no greater than 8.33%.
17. 8" PCCP, Plain, will be paid for at the contract unit price for "8" PCCP, Plain, (thickness) in...SYS" as indicated on the itemized proposal sheet.

**LV. CONCRETE UNIT PAVERS, SIDEWALK**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 610

B. Additions:

1. This work shall consist of constructing a paver inlay in conformance with the lines, grades and details shown on the plans and the requirements set out herein.
2. Materials shall be in accordance with the following:
  - a. Paver units shall be Hollandstone Premier Concrete Unit Pavers by Unilock or approved equal.
  - b. Color: Rustic Red.
  - c. Size: 7.75"x4"
  - d. Setting Bedding: Fine aggregate shall be in accordance with 904.01 for No. 11 limestone chips.
  - e. Joint Sand: Color shall be black. Jointing sand shall be mason's sand smaller than the bedding sand. It shall meet ASTM C144.
  - f. Concrete Pavement Base: 4" concrete with weep holes 5' O.C.
  - g. Compacted aggregate subbase: 2" compacted #53 aggregate
3. The 6" concrete edging band flush with the pavers adjacent to the building and landscape edges as shown in the plans and details shall be incidental and included in the cost of the concrete unit pavers.
4. The sand-leveling course shall be spread evenly over the aggregate base course and screeded to a level that will produce the required thickness when the pavers have been placed and vibrated.
5. Pavers shall be laid in a herringbone pattern and running bond as shown on the plans. The pavers shall be laid in such a manner that the observed pattern is maintained and the joints between the pavers do not exceed 0.32 cm. The gaps at the edge of the paved surface shall be filled with standard edge pieces or with pavers cut to fit. The pavers shall be cut to a straight, even surface without cracks

- or chips. All cutting of pavers or special paver placement to fit with castings or other features as directed by the City shall be incidental to the cost of the work.
6. The pavers shall be vibrated to their final level by two or three passes with a vibrating plate compactor. After the first vibration, sand containing at least 30% 1/8 inch particles shall be brushed over the surface and vibrated into the joints with additional passes of the plate vibrator so as to completely fill the joints. Surplus material shall then be swept from the surface and the entire site left clean.
  7. After the final vibrating, the surface shall be true to grade and shall not vary by more than 1/8 inch when tested with a 3-foot straight edge at any location on the surface.
  8. Pavers System will be measured by the square yard, complete in place.
  9. Excavation, backfill, subgrade preparation, furnishing and installing the completed aggregate base, concrete pavement, leveling course, concrete edge, labor, materials, and all necessary incidentals shall be included in the cost of concrete unit pavers.
  10. The accepted quantity of concrete pavers will be paid for at the contract unit price per square yard complete in place. Payment will be made under the pay item: concrete unit pavers, sidewalk, SYS.

**LVI. CONCRETE UNIT PAVERS, CROSSWALK**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 610

B. Additions:

1. This work shall consist of constructing a paver inlay in conformance with the lines, grades and details shown on the plans and the requirements set out herein.
2. Materials shall be in accordance with the following:
  - a. Paver units shall be Hollandstone Premier Concrete Unit Pavers by Unilock or approved equal.
  - b. Color: St. Clair.
  - c. Size: 7.75"x4"
  - d. Setting Bedding: Fine aggregate shall be in accordance with 904.01 for No. 11 limestone chips.
  - e. Joint Sand: Color shall be black. Jointing sand shall be mason's sand smaller than the bedding sand. It shall meet ASTM C144.
  - f. Concrete Pavement Base: 4" concrete with weep holes 5' O.C.
  - g. Compacted aggregate subbase: 2" compacted #53 aggregate
3. The 6" concrete edging band flush with the pavers adjacent to the paving as shown in the plans and details shall be incidental and included in the cost of the concrete unit pavers.
4. The sand-leveling course shall be spread evenly over the aggregate base course and screeded to a level that will produce the required thickness when the pavers

have been placed and vibrated.

5. Pavers shall be laid in a herringbone pattern as shown on the plans. The pavers shall be laid in such a manner that the observed pattern is maintained and the joints between the pavers do not exceed 0.32 cm. The gaps at the edge of the paved surface shall be filled with standard edge pieces or with pavers cut to fit. The pavers shall be cut to a straight, even surface without cracks or chips. All cutting of pavers or special paver placement to fit with castings or other features as directed by the City shall be incidental to the cost of the work.
6. The pavers shall be vibrated to their final level by two or three passes with a vibrating plate compactor. After the first vibration, sand containing at least 30% 1/8 inch particles shall be brushed over the surface and vibrated into the joints with additional passes of the plate vibrator so as to completely fill the joints. Surplus material shall then be swept from the surface and the entire site left clean.
7. After the final vibrating, the surface shall be true to grade and shall not vary by more than 1/8 inch when tested with a 3-foot straight edge at any location on the surface.
8. Pavers System will be measured by the square yard, complete in place.
9. Excavation, backfill, subgrade preparation, furnishing and installing the completed aggregate base, concrete pavement, leveling course, concrete edge, labor, materials, and all necessary incidentals shall be included in the cost of concrete unit pavers.
10. The accepted quantity of concrete pavers will be paid for at the contract unit price per square yard complete in place. Payment will be made under the pay item: concrete unit pavers, crosswalk, SYS.

**LVII. PIPE, TYPE 2, CIRCULAR, 12 IN.**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 715

B. Additions:

1. Pipe, Type 2, shall be one of the following material:
  - a. Reinforced Concrete Pipe, Class III, min.
  - b. ADS SaniTite HP Pipe
  - c. AWWA C900 PVC Pipe
  - d. SDR 35 or 26 PVC Pipe
2. Only Rubber O-Ring Joints are to be used.
3. Pipe, Type 2, Circular, 12 IN. will be paid for at the contract unit price for “Pipe, Type 2, Circular, 12 IN....LFT” as indicated on the itemized proposal sheet.

**LVIII. PIPE, TYPE 2, CIRCULAR, 15 IN.**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 715

B. Additions:

1. Pipe, Type 2, shall be one of the following material:
  - a. Reinforced Concrete Pipe, Class III, min.
  - b. ADS SaniTite HP Pipe
  - c. AWWA C900 PVC Pipe
  - d. SDR 35 or 26 PVC Pipe
2. Only Rubber O-Ring Joints are to be used.
3. Pipe, Type 2, Circular, 15 IN. will be paid for at the contract unit price for “Pipe, Type 2, Circular, 15 IN....LFT” as indicated on the itemized proposal sheet.

**LIX. PIPE, TYPE 2, CIRCULAR, 18 IN.**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 715

B. Additions:

1. Pipe, Type 2, shall be one of the following material:
  - a. Reinforced Concrete Pipe, Class III, min.
  - b. ADS SaniTite HP Pipe
  - c. AWWA C900 PVC Pipe
  - d. SDR 35 or 26 PVC Pipe
2. Only Rubber O-Ring Joints are to be used.
3. Pipe, Type 2, Circular, 18 IN. will be paid for at the contract unit price for “Pipe, Type 2, Circular, 18 IN....LFT” as indicated on the itemized proposal sheet.

**LX. PRECAST CONCRETE HEADWALL**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 715

B. Additions:

1. Precast Concrete Headwall will be paid for at the contract unit price for “Precast Concrete Headwall....LSUM” as indicated on the itemized proposal sheet.

**LXI. CASTING, ADJUST TO GRADE**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 720

B. Additions:

1. An undistributed quantity of 11 Casting, Adjust to Grade has been included to be used as directed.

2. Adjust Casting to Grade will be paid for at the contract unit price for “Casting, Adjust to Grade...EA” as indicated on the itemized proposal sheet.

**LXII. CASTING, FURNISH, INSTALL AND ADJUST TO GRADE**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 720

B. Additions:

1. Casting, Furnish, Install and Adjust to Grade will be paid for at the contract unit price for “Casting, Furnish, Install and Adjust to Grade...EA” as indicated on the itemized proposal sheet.

**LXIII. STANDARD MANHOLE**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 720

B. Additions:

1. Casting Type shall be as identified on the Structure Data Table, or approved equal.
2. Structures shall be provided with flexible watertight connections for all pipe connections of size 30-inch diameter or less without exceptions, per current City of Auburn policy.
3. Standard Manhole will be paid for at the contract unit price for “Standard Manhole...EACH” as indicated on the itemized proposal sheet.

**LXIV. STANDARD CATCH BASIN**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 720

B. Additions:

1. Casting Type shall be as identified on the Structure Data Table, or approved equal.
2. Structures shall be provided with flexible watertight connections for all pipe connections of size 30-inch diameter or less without exceptions, per current City of Auburn policy.
3. Standard Manhole will be paid for at the contract unit price for “Standard Manhole...EACH” as indicated on the itemized proposal sheet.
- 4.

**LXV. STANDARD INLET**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 720

B. Additions:

1. Casting Type shall be as identified on the Structure Data Table, or approved equal.
2. Structures shall be provided with flexible watertight connections for all pipe connections of size 30-inch diameter or less without exceptions, per current City of Auburn's policy.
3. Standard Inlet will be paid for at the contract unit price for "Standard Inlet...EACH" as indicated on the itemized proposal sheet.

**LXVI. CASTING, REMOVE AND RESET**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 720

B. Additions:

1. Remove and Reset Casting will be paid for at the contract unit price for "Casting, Remove and Reset...EA" as indicated on the itemized proposal sheet.

**LXVII. SIGN POST, SQUARE, TYPE 2, UNREINFORCED ANCHOR BASE**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 802

B. Additions:

1. Sign post shall be 2"x2" painted black with exterior enamel paint.
2. Sign Post, Square, Type 2, Reinforced Anchor Base will be paid for at the contract unit price for "Sign Post, Square, Type 2, Reinforced Anchor Base...LFT" as indicated on the itemized proposal sheet.

**LXVIII. SIGN, SHEET, REMOVE AND RESET**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 802

B. Additions:

1. Sign, Sheet, Relocate will be paid for at the contract unit price for “Sign, Sheet, Relocate...EA” as indicated on the itemized proposal sheet.

**LXIX. LIQUID THERMOPLASTIC PAVEMENT MARKING PAINT**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 808 AND 909

B. Additions:

1. The Contractor shall furnish all necessary equipment, labor and materials required to complete the pavement markings. Liquid Thermoplastic Traffic Marking Paint shall be used. The Liquid Thermoplastic Traffic Marking Paint shall be SealMaster Liquid Thermoplastic Traffic Marking Paint or approved equal.
2. General Requirements
  - a. The general requirements specified in Indiana Department of Transportation Specification 909.01 shall apply except as modified herein. White and yellow liquid thermoplastic traffic marking paint shall be used on pavements for centerlines, parking lines, lane lines, or as otherwise specified. In addition to its other requirements, when glass beads are applied, it shall be such that it shows capillary action in the interstices and voids existing between the beads sufficient to cause the level of the paint to be raised approximately 2/3 the diameter of the beads to provide anchorage and refraction. The capillary action shall be such that it does not cause complete envelopment. The paint, as furnished, shall contain no glass beads and be a lead free water base formula.
3. Materials Specification
  - a. Liquid Thermoplastic Traffic Marking Paint must meet and exceed the chemical composition and performance requirements of Federal Specification TT-P-1952E, Type Liquid Thermoplastic Traffic Marking Paint must be environmentally friendly 100% acrylic emulsion traffic paint containing less than 100 grams per liter volatile organic content (VOC).
  - b. Liquid Thermoplastic Traffic Marking Paint must meet or exceed TT-P-1952E Type III when tested in accordance with the following ASTM test methods: D2369, D562, D2697, D3723, D2805, D711, D1210, D969, D1849, D522, D2243, D1729, D968, D2486, D1394, D1640, D2244, D3335, D3718, E1347, G154.
  - c. Coverage is to be 155-180 ft. of 4-inch line per gallon at 30-35 mils wet film thickness. Precautions: Both surface and ambient application temperatures shall be a minimum of 50°F. Temperature shall not drop below 50°F within a 24 hour period following application. The shelf life of the paint shall be a minimum of 18 months.
  - d. The paint shall dry to a no tracking condition in no longer than 6 minutes. The no tracking condition shall be determined by actual application on the

- pavement at a wet film thickness of 30 mils (750 μm) or greater with white or yellow paint covered with glass beads at a rate of 7 lb/gal. (0.7 kg/L).
4. Liquid Thermoplastic Paint lines and transvers markings will be paid for at the contract unit price for the type, color and width specified. Payment will be made under:
    - a. “Line, Liquid Thermoplastic Paint, Solid, White, 4 in....LFT” as indicated on the itemized proposal sheet.
    - b. “Line, Liquid Thermoplastic Paint, Solid, Yellow, 4 in....LFT” as indicated on the itemized proposal sheet.
    - c. “Line, Liquid Thermoplastic Paint, Solid, White, 6 in...LFT” as indicated on the itemized proposal sheet.
    - d. “Transverse Markings, Liquid Thermoplastic Paint, White, 24 in....LFT” as indicated on the itemized proposal sheet.
    - e. “Pavement Message Marking, Liquid Thermoplastic Paint, Lane Indication Arrow...EA” as indicated on the itemized proposal sheet.
    - f. “Pavement Message Marking, Liquid Thermoplastic Paint, Blue, Handicap Symbol....EACH” as indicated on the itemized proposal sheet.
    - g. “Line, Liquid Thermoplastic Paint, Solid, Blue, 4”....LFT” as indicated on the itemized proposal sheet.

**LXX. EPOXY PAVEMENT MARKING PAINT**

- A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 808 AND 909
- B. Additions:
  1. The Contractor shall furnish all necessary equipment, labor and materials required to complete the pavement markings. Epoxy Traffic Marking Paint shall be used.
  2. Epoxy Traffic Marking Paint lines and transvers markings will be paid for at the contract unit price for the type, color and width specified. Payment will be made under:
    - a. “Line, Epoxy Paint, Solid, White, 4 in....LFT” as indicated on the itemized proposal sheet.
    - b. “Line, Epoxy Paint, Solid, Yellow, 4 in....LFT” as indicated on the itemized proposal sheet.
    - c. “Line, Epoxy Paint, Solid, White, 6 in...LFT” as indicated on the itemized proposal sheet.
    - d. “Line, Epoxy Paint, Broken, White, 4 in...LFT” as indicated on the itemized proposal sheet.
    - e. “Transverse Markings, Epoxy Paint, White, 24 in....LFT” as indicated on the itemized proposal sheet.
    - f. “Pavement Message Marking, Epoxy Paint, Lane Indication Arrow...EA” as indicated on the itemized proposal sheet.

**LXXI. POST MOUNTED RECEPTACLE IN GROUND**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 807

B. Additions:

1. Contractor shall refer to lighting schedule shown on plans for light base, poles,
2. Post Mounted Receptacle in Ground material and installation shall match existing and per plan details.
3. Light Standards will be paid for at the contract unit prices as follows, and as indicated on the itemized proposal sheet. The costs of materials, labor, equipment, and all other incidental materials necessary for the completion of site lighting and electrical receptacles shall be included in the cost of the pay item.

“Post Mounted Receptacle in Ground, New..Each”

**LXXII. LIGHT STANDARD TYPE ‘A’**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 807

B. Additions:

1. Manufacturer Description
  - a. Sternberg Lighting Euro Series Cat. E460LED – FA – PT – BC – 21L45 – T3 – MDL14 – BKT - 5616P5 – (2)DBA – BKT (ESL Spectrum Ltg. (574) 255-2151) One – 6” bracket arm, or approved equal.
  - b. Lamp: Single Head Led 10258 Lamp Lumens, 5,000k, Type III Distribution
  - c. Finish to be: White.
  - d. Voltage: 277V
  - e. Pole shall be: 561P5, Smooth straight aluminum shaft -16’ height
  - f. Foundation: As detailed on the plans
2. Light Standard Type ‘A’ shall include the cost of the pole, foundation, one LED luminaire mounted on the pole, bracket arms, outlets including separate circuit wiring, all wiring in the pole from the base to the luminaire and all connections required to complete the wiring in the base of the pole, material, labor, equipment and appurtenances, complete in place and operational.
3. The cost of the Light Pole Foundation shall include the anchor bolts, reinforcing steel, grounding, concrete, materials, labor, equipment and appurtenances required to construct the foundation complete and in place.
4. Light Standard Type ‘A’ will be paid for at the contract unit price for “Light Standard Type ‘A’...EACH” as indicated on the itemized proposal sheet.

**LXXIII. LIGHT STANDARD TYPE 'B'**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 807

B. Additions:

1. Manufacturer Description
  - a. Sternberg Lighting Euro Series Cat. E460LED – FA – PT – BC – 21L45 – T5 – MDL14 – BKT - 5616P5 – (2)DBA – BKT (ESL Spectrum Ltg. (574) 255-2151) One – 6” bracket arm, or approved equal.
  - b. Lamp: Single Head Led 10258 Lamp Lumens, 5,000k, Type III Distribution
  - c. Finish to be: White.
  - d. Voltage: 277V
  - e. Pole shall be: 561P5, Smooth straight aluminum shaft -16’ height
  - f. Foundation: As detailed on the plans
2. Light Standard Type ‘A’ shall include the cost of the pole, foundation, one LED luminaire mounted on the pole, bracket arms, outlets including separate circuit wiring, all wiring in the pole from the base to the luminaire and all connections required to complete the wiring in the base of the pole, material, labor, equipment and appurtenances, complete in place and operational.
3. The cost of the Light Pole Foundation shall include the anchor bolts, reinforcing steel, grounding, concrete, materials, labor, equipment and appurtenances required to construct the foundation complete and in place.
4. Light Standard Type ‘A’ will be paid for at the contract unit price for “Light Standard Type ‘B’...EACH” as indicated on the itemized proposal sheet.

C. Prevailing Specifications: INDOT 2017 Standard Specifications Section 807

D. Additions:

1. Handholes will be paid for at the contract unit price for “Handhole ...EACH” as indicated on the itemized proposal sheet.

**LXXIV. NO. 12 WIRE**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 807

B. Additions:

1. Number 12 Wire will be paid for at the contract unit price for “No. 12 Wire...LFT” as indicated on the itemized proposal sheet.

**LXXV. NO. 10 WIRE**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 807

B. Additions:

1. Number 10 Wire will be paid for at the contract unit price for “No. 10 Wire...LFT” as indicated on the itemized proposal sheet.

**LXXVI. NO. 8 WIRE**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 807

B. Additions:

1. Number 8 Wire will be paid for at the contract unit price for “No. 8 Wire...LFT” as indicated on the itemized proposal sheet.

**LXXVII. NO. 6 WIRE**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 807

B. Additions:

1. Number 6 Wire will be paid for at the contract unit price for “No. 6 Wire...LFT” as indicated on the itemized proposal sheet.

**LXXVIII. NO. 4 WIRE**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 807

B. Additions:

- Number 4 Wire with 4 strands will be paid for at the contract unit price for “No. 4 Wire...LFT” as indicated on the itemized proposal sheet.

**LXXIX. NO. 3 WIRE**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 807

**B. Additions:**

Number 3 Wire will be paid for at the contract unit price for “No. 3 Wire...LFT” as indicated on the itemized proposal sheet.

**LXXX. NO. 3/0 WIRE**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 807

**B. Additions:**

1. Number 3/0 Wire will be paid for at the contract unit price for “No. 3/0 Wire...LFT” as indicated on the itemized proposal sheet.

**LXXXI. PVC SCHEDULE 80 CONDUIT, 1”**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 807

**B. Additions:**

1. The cost to push the conduit will not be paid for separately but shall be included in the cost of PVC Schedule 80 Conduit, 1”, complete and in place.
2. Any directional boring to reconnect lights shall be included and incidental to the cost.
3. The conduit will be paid for at the contract unit price for “PVC Schedule 80 Conduit,

**LXXXII. PVC SCHEDULE 80 CONDUIT, 2”**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 807

**B. Additions:**

1. The cost to push the conduit will not be paid for separately but shall be included in the cost of PVC Schedule 80 Conduit, 2”, complete and in place.
2. Any directional boring to reconnect lights shall be included and incidental to the cost.
3. The conduit will be paid for at the contract unit price for “PVC Schedule 80 Conduit, 2”...LFT” as indicated on the itemized proposal sheet.

**LXXXIII. TESCO BOX**

A. Prevailing Specifications: INDOT 2014 Standard Specifications Section 807

B. Additions:

1. Provide a City of Auburn approved enclosure as manufactured by Tesco Controls, Inc.
2. The Tesco enclosure shall be paid for at the contract unit price for “Tesco Box.....EACH” as indicated on the itemized proposal sheet.

**LXXXIV. TOPSOIL**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 621

B. Additions:

1. Place topsoil in all landscape beds 12” minimum depth
2. Topsoil will be paid for at the contract unit price for “Topsoil...SYS” as indicated on the itemized proposal sheet and shall include the cost of the topsoil, materials, equipment and appurtenances complete and in place.

**LXXXV. PLANTS**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Section 622

B. Additions:

1. Materials:
  - a. Antidesiccant: Water-insoluble emulsion, permeable moisture retarder, film forming, for trees and shrubs. Deliver in original, sealed, and fully labeled containers and mix according to manufacturer's written instructions.
  - b. Trunk-Wrap Tape: Two layers of crinkled paper cemented together with bituminous material, 4-inch- (100-mm-) wide minimum, with stretch factor of 33 percent.
  - c. Water management gel polymer: Horta-Sorb or approved equal. Apply per manufacturers recommendations based on planting types. Available through: Hort Enterprises, P.O. Box 2448, Pompano Beach, FL 33061, (800) 966-4678.
  - d. All tree plantings shall be provided with a portable drip irrigation system utilizing one of the following or approved equal:
    - (i) Ooze Tube – 25 Gallon capacity, brown. Available from: Engineered Water Solutions 800-951-8123
    - (ii) Tree Gator Original - 20 Gallon capacity, Available from: Spectrum Products, Inc. 1-866-TREEGATOR (873-3428)
    - (iii) Tree Watering Bags – 20 Gallon capacity, Available from: King Bag & Manufacturing Co. 1-513-541-5440
  - e.

2. Construction Requirements:
  - a. Submittals:
    - (i) Product Data: For each type of product indicated.
    - (ii) Plant Availability Verification: Contractor shall provide Owner or Owner's representative proof of purchase from supplier and scheduled delivery date for all specified plant material no more than 30 days from the award of contract. Proof of purchase shall include botanical and common names for all plant material, sizes of all plant material, and source(s) of all plant material. This is to ensure that all specified plant material will be ready for installation as required to meet construction schedule and authorized planting periods.
  - b. Product Certificates: For each type of manufactured product, signed by product manufacturer, and complying with the following:
    - (i) Manufacturer's certified analysis for standard products.
    - (ii) Analysis of other materials by a recognized laboratory made according to methods established by the Association of Official Analytical Chemists, where applicable.
  - c. Qualification Data: For landscape Installer.
  - d. Planting Schedule: Indicating anticipated planting dates for exterior plants.
  - e. Maintenance Instructions: Recommended procedures to be established by Owner for maintenance of exterior plants during a calendar year. Submit before expiration of required maintenance periods. Notify Owner of expiration of Contractor maintenance period.
  - f. Installer Qualifications: A qualified landscape installer whose work has resulted in successful establishment of exterior plants.
  - g. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when exterior planting is in progress.
  - h. Tree and Shrub Measurements: Measure according to ANSI Z60.1 with branches and trunks or canes in their normal position. Do not prune to obtain required sizes. Take caliper measurements 6 inches (150 mm) above ground for trees up to 4-inch (100-mm) caliper size, and 12 inches (300 mm) above ground for larger sizes. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip-to-tip.
3. Delivery, Storage, and Handling:
  - a. Deliver exterior plants freshly dug.
  - b. Do not prune trees and shrubs before delivery. Protect bark, branches, and root systems from sun scald, drying, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of exterior plants during delivery. Do not drop exterior plants during delivery.
  - c. Handle planting stock by root ball.
  - d. Deliver exterior plants after preparations for planting have been completed and install immediately. If planting is delayed more than six hours after delivery, set exterior plants trees in shade, protect from weather and mechanical damage, and keep roots moist.
  - e. Coordination: Plant trees and shrubs after finish grades are established and

- before planting lawns, unless otherwise acceptable to Owner.
4. Preparation:
    - a. Protect structures, utilities, sidewalks, pavements, and other facilities, and lawns and existing exterior plants from damage caused by planting operations.
    - b. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
    - c. Apply antidesiccant to trees and shrubs using power spray to provide an adequate film over trunks, branches, stems, twigs, and foliage to protect during digging, handling, and transportation. If deciduous trees or shrubs are moved in full leaf, spray with antidesiccant at nursery before moving and again two weeks after planting.
  5. Plant Excavation:
    - a. Pits and Trenches: Excavate circular pits with sides sloped inward. Trim base leaving center area slightly raised to support root ball and assist in drainage. Do not further disturb base. Scarify sides of plant pit smeared or smoothed during excavation.
      - (i) Excavate approximately three times as wide as ball diameter for balled and burlapped or container-grown stock.
    - b. Obstructions: Notify Engineer if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.
    - c. Drainage: Notify Engineer if subsoil conditions evidence unexpected water seepage or retention in tree or shrub pits.
      - (i) Fill excavations with water and allow water to percolate away before positioning trees and shrubs.
  6. Tree and Shrub Planting:
    - a. Set balled and burlapped stock plumb and in center of pit or trench with top of root ball 2 inch (50 mm) above adjacent finish grades.
      - (i) Remove burlap and wire baskets from tops of root balls and partially from sides, but do not remove from under root balls. Remove pallets, if any, before setting. Do not use planting stock if root ball is cracked or broken before or during planting operation.
      - (ii) Place planting soil mix and water management gel polymer around root ball in layers, tamping to settle mix and eliminate voids and air pockets. When pit is approximately one-half backfilled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed. Water again after placing and tamping final layer of planting soil mix.
    - b. Set container-grown stock plumb and in center of pit or trench with top of root ball 2 inch (50 mm) above adjacent finish grades.
      - (i) Carefully remove root ball from container without damaging root ball or plant.
      - (ii) Place planting soil mix and water management gel polymer around root ball in layers, tamping to settle mix and eliminate voids and air pockets. When pit is approximately one-half backfilled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is

- absorbed. Water again after placing and tamping final layer of planting soil mix.
- c. Mulching:
    - (i) Apply 3-inch (101-mm) average thickness of organic shredded hardwood bark mulch extending 12 inches (300 mm) beyond edge of planting pit or trench. Do not place mulch within 2 inches (50 mm) of trunks or stems.
7. Perennial Planting:
- a. Set out and space plants as indicated.
  - b. Dig holes large enough to allow spreading of roots, and backfill with planting soil and water management gel polymer.
  - c. Work soil and water management gel polymer around roots to eliminate air pockets and leave a slight saucer indentation around plants to hold water.
  - d. Water thoroughly after planting, taking care not to cover plant crowns with wet soil.
8. Planting Bed Mulching: Mulch backfilled surfaces of planting beds and other areas as indicated. Apply 3-inch (101-mm) average thickness of organic mulch, and finish level with adjacent finish grades. Do not place mulch against plant stems.
9. Cleanup and Protection:
- a. During exterior planting, keep adjacent pavement and construction clean and work area in an orderly condition.
  - b. Protect exterior plants from damage due to landscape operations, operations by other contractors and trades, and others. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged exterior planting.
10. Maintenance:
- a. Provide maintenance by skilled employees of landscape Installer. Begin maintenance immediately after plants are installed and continue until plantings are acceptably healthy and well established but for not less than one month from date of Substantial Completion.
  - b. Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, mulching, restoring planting saucers, adjusting and repairing tree-stabilization devices, resetting to proper grades or vertical position, and performing other operations as required to establish healthy, viable plantings. Spray or treat as required to keep trees and shrubs free of insects and disease.
  - c. Submit maintenance manual and letter of notification to the Owner at end of maintenance period per Submittals section of this special provision.
11. Plant Guarantee:
- a. Trees and Shrubs shall be guaranteed for the duration of one (1) year after the end of the required maintenance period. Grasses and perennials shall be guaranteed for six (6) months. Notify Owner of expiration of Contractor maintenance period in writing.
  - b. Failures include, but are not limited to, the following:
    - (i) Death and unsatisfactory growth, except for defects resulting from abuse, lack of adequate maintenance, or neglect by Owner, or incidents that are beyond Contractor's control.
    - (ii) Structural failures including plantings falling or blowing over.

- (iii) Faulty performance of tree stabilization or edgings.
  - (iv) Deterioration of metals, metal finishes, and other materials beyond normal weathering.
  - c. Replace plant material that is more than 25% dead or in an unhealthy condition at the end of the warranty period.
  - d. The replacement shall be of the same variety, size, and character as specified for original planting. A limit of one replacement of each plant will be required, except for losses or replacements due to failure to comply with requirements.
  - e. Repair any damage to the site or project incurred during the planting operations, including any removal and/or replacement of materials. Make replacement immediately and at no additional cost to the Owner.
12. Plants will be paid for at the contract unit prices as follows, and as indicated on the itemized proposal sheet. The costs of materials, labor, equipment, plant guarantee, and all other incidental materials necessary for the completion of planting shall be included in the cost of the pay item. Shredded Hardwood Mulch will be paid for under separate unit pricing.

“Overstory Tree, 2.5” Caliper.....Each”  
 “Ornamental Tree, 1.5” Caliper.....Each”  
 “Shrub, No. 3 Container .....Each”  
 “Perennial, No. 1 Container.....Each”  
 “Ornamental Grass, No. 1 Container. ....Each”  
 “Groundcover, Plug.....Each”

**LXXXVI.      SHREDDED HARDWOOD MULCH**

A. Prevailing Specifications: INDOT 2017 Standard Specifications Sections 622, 914

B. Additions:

- 1. Materials: Organic mulch free from deleterious materials and suitable as a top dressing of trees and shrubs consisting of shredded hardwood bark. Size range 3” maximum, ½” minimum.
- 2. Construction Requirements
  - a. Planting Bed Mulching: Mulch backfilled surfaces of planting beds and other areas as indicated. Apply 3-inch (101-mm) average thickness of organic mulch, and finish level with adjacent finish grades. Do not place mulch against plant stems.
  - b. A PH test is required to be run before top soil is brought on site.
- 3. Shredded hardwood bark mulch will be paid for at the contract unit price for “Shredded Hardwood Mulch ...CYS” as indicated on the itemized proposal sheet and shall include the costs of materials, labor, equipment, and all other incidental materials necessary for the completion of mulching shall be included in the cost

of the pay item.

**LXXXVII. DECORATIVE BOLLARDS**

- A. Prevailing Specifications: INDOT 2017 Standard Specifications
- B. Description.
  - a. Decorative Bollard
- C. Materials.
  - a. Model: Harbor Straight Permanent Angled Bollard 6” HRE – 6A
  - b. Manufacturer: Keystone Ride Designs or approved equal
  - c. Color: black
  - d. Include plaque on top of bollard, plaque design to be provided by owner
  - e. Install bollard on concrete foundation as detailed in plans
- D. Construction Requirements.
  - a. Install per manufacturer’s specifications and as detailed in plans.
- E. Method of Measurement.
  - 1. Bollards will be measured by each unit, complete in place.
- F. Basis of Payment
  - 1. The cost of furnishing all equipment, labor, disposal fees, and materials will not be paid for separately, but shall be included in the cost of supplying and installing the bollard.
  - 2. Bollards will be paid for at the unit contract unit price for “Bollards.....EACH” as indicated on the itemized proposal sheet.

**LXXXVIII. BACKED BENCH 6’ LENGTH**

- A. Prevailing Specifications: INDOT 2017 Standard Specifications
- B. Description.
  - a. Backed bench 6’ length
- C. Materials.
  - a. Model: CS-10
  - b. Manufacturer: Victor Stanley or approved equal
  - c. Color: black
- D. Construction Requirements.
  - a. Install per manufacturer’s specifications and as detailed in plans.

E. Method of Measurement.

1. Benches will be measured by each unit, complete in place.

F. Basis of Payment

1. The cost of furnishing all equipment, labor, disposal fees, and materials will not be paid for separately, but shall be included in the cost of supplying and installing the bollard.
2. Benches will be paid for at the unit contract unit price for “Backed Bench 6’ Length.....EACH” as indicated on the itemized proposal sheet.

**LXXXIX. BACKLESS BENCH 6’ LENGTH**

A. Prevailing Specifications: INDOT 2017 Standard Specifications

B. Description.

- a. Backed bench 6’ length

C. Materials.

- a. Model: CR - 298
- b. Manufacturer: Victor Stanley or approved equal
- c. Color: black

D. Construction Requirements.

- a. Install per manufacturer’s specifications and as detailed in plans.

E. Method of Measurement.

1. Benches will be measured by each unit, complete in place.

F. Basis of Payment

1. The cost of furnishing all equipment, labor, disposal fees, and materials will not be paid for separately, but shall be included in the cost of supplying and installing the bollard.
2. Benches will be paid for at the unit contract unit price for “Backless Bench 6’ Length.....EACH” as indicated on the itemized proposal sheet.

**XC. BACKLESS BENCH 6’ LENGTH**

A. Prevailing Specifications: INDOT 2017 Standard Specifications

B. Description.

- a. Backed bench 6’ length

C. Materials.

- a. Model: CR - 298
- b. Manufacturer: Victor Stanley or approved equal

c. Color: black

D. Construction Requirements.

a. Install per manufacturer's specifications and as detailed in plans.

E. Method of Measurement.

2. Benches will be measured by each unit, complete in place.

F. Basis of Payment

3. The cost of furnishing all equipment, labor, disposal fees, and materials will not be paid for separately, but shall be included in the cost of supplying and installing the bench.

4. Benches will be paid for at the unit contract unit price for "Backless Bench 6' Length.....EACH" as indicated on the itemized proposal sheet.

**XC1. BIKE RACK INSTALLATION**

A. Prevailing Specifications: INDOT 2017 Standard Specifications

B. Description.

a. Bike rack will be provided by owner, contractor shall install bike racks with concrete foundation as detailed on plans.

C. Materials.

a. Concrete foundation

D. Construction Requirements.

a. Install per manufacturer's specifications and as detailed in plans.

E. Method of Measurement.

3. Bike racks will be measured by each unit, complete in place.

F. Basis of Payment

5. The cost of furnishing all equipment, labor, disposal fees, and materials will not be paid for separately, but shall be included in the cost installing the bike rack

6. Bike rack installation will be paid for at the unit contract unit price for "Bike Rack Installation.....EACH" as indicated on the itemized proposal sheet.

**XCII. TREE GRATE**

G. Prevailing Specifications: INDOT 2017 Standard Specifications

H. Description.

- a. 60"x60" Tree Grate in sidewalk
- I. Materials.
  - a. Model: R – 8713 with angle frame set
  - b. Manufacturer: Neenah Foundry or approved equal
  - c. Color: black
- J. Construction Requirements.
  - a. Install per manufacturer's specifications and as detailed in plans.
- K. Method of Measurement.
  - 4. Tree grates will be measured by each unit, complete in place.
- L. Basis of Payment
  - 7. The cost of furnishing all equipment, labor, disposal fees, and materials will not be paid for separately, but shall be included in the cost installing the plaque
  - 8. Tree grate installation will be paid for at the unit contract unit price for "Tree Grate.....EACH" as indicated on the itemized proposal sheet.

**XCIII. DECORATIVE PLAQUES**

- M. Prevailing Specifications: INDOT 2017 Standard Specifications
- N. Description.
  - a. Decorative plaques within concrete sidewalk
- O. Materials.
  - a. Bronze plaque
  - b. Anchor bolts
- P. Construction Requirements.
  - a. Install per manufacturer's specifications and as detailed in plans.
- Q. Method of Measurement.
  - 5. plaques will be measured by each unit, complete in place.
- R. Basis of Payment
  - 9. The cost of furnishing all equipment, labor, disposal fees, and materials will not be paid for separately, but shall be included in the cost installing the plaque
  - 10. plaque installation will be paid for at the unit contract unit price for "Decorative Plaque.....EACH" as indicated on the itemized proposal sheet.



**FEDERAL  
CONSTRUCTION  
CONTRACT  
PROVISIONS  
COMMUNITY DEVELOPMENT BLOCK GRANT  
PROGRAM**

OFFICE OF COMMUNITY AND RURAL  
AFFAIRS ONE NORTH CAPITOL, SUITE  
600 INDIANAPOLIS, IN 46204-2288

Revised September 2013

## TABLE OF CONTENTS

<b>SECTION 1</b>		<b>GENERAL INFORMATION</b>	<b>Page #</b>
<b>Bonding Requirements</b>			<b>1</b>
<b>Retainage</b>			<b>1</b>
<b>Change Orders</b>			<b>1</b>
<b>Conflict of Interest</b>			<b>1</b>
<b>Code of Conduct</b>			<b>1</b>
<b>Record Retention</b>			<b>1</b>
<b>Access to Records</b>			<b>1</b>
<b>Contract Provisions</b>			<b>2</b>
<b>Certification Regarding Use of Contract Funds for Lobbying</b>			<b>2</b>
<b>SECTION 2</b>		<b>EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS</b>	
<b>Nondiscrimination</b>			<b>3</b>
<b>EEO Officer</b>			<b>3</b>
<b>Dissemination of EEO Policy</b>			<b>3</b>
<b>Recruitment of Employees</b>			<b>4</b>
<b>Selection of Subcontractors, Procurement of Materials and Leasing of Equipment</b>			<b>4</b>
<b>EEO Records and Reports</b>			<b>4</b>
<b>Nonsegregated Facilities</b>			<b>4</b>
<b>Falsification of Documents</b>			<b>5</b>
<b>Section 3</b>			<b>5</b>
<b>Office of Federal Contract Compliance Programs (OFCCP)</b>			<b>5</b>
<b>SECTION 3</b>		<b>FEDERAL LABOR STANDARDS REGULATIONS</b>	
<b>Regulations</b>			<b>6</b>
<b>Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion</b>			<b>6</b>
<b>Instructions for Certification Lower Tier Covered Transactions</b>			<b>7</b>
<b>Payment of Prevailing Wages</b>			<b>8</b>
<b>Personnel Actions</b>			<b>8</b>
<b>Conformance Rates</b>			<b>8</b>
<b>Payment of Fringe Benefits</b>			<b>9</b>
<b>Apprentice Participation</b>			<b>9</b>
<b>Overtime Requirements</b>			<b>9</b>
<b>Withholding Payments</b>			<b>9</b>
<b>Violations and Liability</b>			<b>10</b>
<b>Statements and Payrolls</b>			<b>10</b>
<b>SECTION 4</b>		<b>HEALTH AND SAFETY</b>	
<b>Safety and Accident Prevention</b>			<b>11</b>
<b>Implementation of Clean Air &amp; Water Act(s)</b>			<b>11</b>

*Note: This document is to be used as a guide for contractors and subcontractors working on Community Development Block Grant projects in the State of Indiana. It is not verified to be all inclusive and the contractor is fully responsible for complying with all federal regulations applicable to the CDBG program.*

**SECTION 5 REQUIRED POSTERS**

**IOSHA Safety and Health Protection on the Job  
Notice to All Employees working on Federally Financed Construction  
Projects Equal Employment Opportunity is The Law  
Federal Fair Housing Law  
Employee Polygraph Protection Act**

**SECTION 6 FORMS AND EXHIBITS**

**SECTION 3 Compliance Report  
Federal Labor Standards Provisions (HUD-  
4010) Contractor's Certification  
Subcontractor's Certification  
Wage/Fringe Benefit Certification  
Certified Payroll Form (WH-347)  
Certified Payroll Form (WH-348)  
Instructions for Completing Certified Payroll Form**

## **SECTION 1 General Information**

### **BONDING REQUIREMENTS:**

IC 36-1-12-4.5, IC 36-1-12-13.1, IC 36 1-12-14  
e

The minimum requirements for contracts exceeding \$100,000 for construction shall be as follows:

1. A Bid Bond or a certified check shall be filed with each bid equivalent to 5% of the bid price as assurance that the bidder will, upon acceptance of their bid, execute such contractual documents as may be required within the time specified.
2. A Performance Bond for 100% of the contract price to assure fulfillment of the contractor's obligations under the contract.
3. A Payment Bond for 100% of the contract price to assure payment of all persons supplying labor and material in the execution of the work provided for in the contract.

NOTE: The Bid Bond must be submitted with the bid and the Performance Bond and Payment Bond must be provided to the project owner *before* construction begins on the project.

RETAINAGE: IC 36-1-12-14

Public work contracts in excess of \$100,000 require the retainage of 5% of the dollar value of all work satisfactorily completed by the contractor(s). The escrow agent shall be selected by mutual agreement between the board of the awarding agency and the contractor(s). The contractor shall be paid in full within sixty one (61) days after the date of substantial completion. If upon substantial completion of the public work there remain uncompleted minor items, an amount equal to two hundred percent (200%) of the value of each item as determined by the architect/engineer shall be withheld until the item is completed.

CHANGE ORDERS: IC 36-1-12-18

A change order may not be issued before commencement of the actual construction except in the case of an emergency. In such a case, the board of awarding agency must make a declaration and the board's minutes must show the nature of the emergency. The total of all change orders issued that increase the scope of the project may not exceed twenty percent (20%) of the amount of the original contract. A change order issued as a result of circumstances that could not have been reasonably foreseen does not increase the scope of the project. All change orders must be prepared by the project engineer or architect and approved and signed by the board of

the awarding agency and the contractor. All change orders must be directly related to the original public work project.

CONFLICT OF INTEREST: 24 CFR 570.611

In the procurement of supplies, equipment, construction and/or services by recipients and subrecipients, any conflict of interest is prohibited. No persons who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

CODE OF CONDUCT: 24 CFR 84.42

The recipient of CDBG grant funds shall maintain written standards of conduct governing the performance of employees engaged in the award and administration of contracts stating that no employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved.

RECORD RETENTION: 24 CFR 85.42

Financial records, supporting documents, statistical records and all other records pertinent to a grant shall be retained for a period of five years. If any litigation, claim, negotiation, audit or other action is started

before the expiration of the five-year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved. The retention period starts from the date of the submission of the final expenditure report or, from the date of the submission of the annual financial status report covering the last expenditure of grant funds for that year.

ACCESS TO RECORDS: 24 CFR 85.42-e

The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers or other records which are pertinent to the grant in order to make audits, examinations, excerpts and transcripts. The right of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

## CONTRACT PROVISIONS:

In addition to provisions defining a sound and completed procurement contract, any recipient of federal funds shall include the following:

Contracts other than small purchases shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.

All contracts in excess of \$25,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. In addition, such contract shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Contracts, subcontracts, and subgrants of amounts in excess of \$100,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clear Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The provision shall require reporting of violations to the grantor agency and to the US EPA Administrator for Enforcement (EN-329).

These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's

immediate superintendence and to all work performed on the contract.

Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract that may in turn be made. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

A breach of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12.

**CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING:**

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 – 49 CFR 20)

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed with this transaction was made or entered into. Submission of this certification is a

prerequisite for making or entering into this transaction imposed by 31

USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than

\$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such recipients shall certify and disclose accordingly.

Any and all contractors, subcontractors, independent contractors, suppliers, facilitators or any person participating in any program or activity receiving federal financial assistance shall:

- a. Prohibit discrimination based on race, color or national origin under Title VI of the Civil Rights Act of 1964;
- b. Prohibit discrimination on the basis of sex under Title VII of the Civil Rights Act of 1964 and amended by the Equal Employment Opportunity Act of 1972;
- c. Prohibit discrimination on the basis of age under the Age Discrimination Act of 1975;
- d. Prohibit discrimination on the basis of disability under Section 504 of the Rehabilitation Act of 1973;
- e. Take affirmative action to employ and advance qualified disabled people under Section 503 of the Rehabilitation Act of 1973;
- f. Promote and insure equal opportunity for all persons, without regard to race, color, religion, sex, or national origin under Executive Order 11246 as Amended;
- g. Display posters which summarize the Federal laws prohibiting job discrimination based on race, color, sex, national origin, religion, age, equal pay and disability;
- h. Prohibit discrimination based on disability under the Americans with Disabilities Act of 1990;
- i. Assure that all buildings assigned for public use be designed, constructed and altered so as to be accessible to and usable by persons with physical disabilities under the Architectural Barriers Act of 1968; and
- j. Avoid maintaining or providing any segregated facilities.

Any and all contractors, subcontractors, independent contractors, suppliers, facilitators or any person participating in any program or activity receiving federal financial assistance shall:

Comply with the provisions for the elimination of Lead- Based paint hazards under 24 CFR Part 35;

Take all necessary precautions to guard against damages to property and injury to persons.

## **SECTION 2 Equal Employment Opportunity Regulations**

### **NONDISCRIMINATION:**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more)

Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contractor Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.D. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO.

The contractor will work with the awarding agency and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer,

recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training.”

**EEO OFFICER:**

The contractor will designate and make known to the awarding agency an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

**DISSEMINATION OF POLICY:**

All members of the contractor’s staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor’s EEO policy and contractual responsibilities to

provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO officer.

All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority employees.

Notices and posters identifying the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

#### RECRUITMENT OF EMPLOYEES:

When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

In the event the contractor has a valid bargaining agreement providing for exclusive hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementations of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

## SELECTION OF SUBCONTRACTORS, PROCUREMENT OF MATERIALS AND LEASING OF EQUIPMENT:

The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

Disadvantaged business enterprises (DBE) as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees.

The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

## EEO RECORDS AND REPORTS:

The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives. The records kept by the contractor shall document the following:

The number of minority and non-minority group members and women employed in each work classification on the project;

The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

## NONSEGREGATED FACILITIES:

Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.

By the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, all parties certify that the firm does not maintain or provide for its employees any segregated facilities at any of its

establishments, and that the firm does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the EEO provisions of this contract. The contractor further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

As used in this certification, the term “segregated facilities” refers to facilities provided for employees which are segregated by explicit directive, or on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override, (e.g. disabled parking).

The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

#### FALSIFICATION OF DOCUMENTS:

The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

The contractor or subcontractor shall make the records required available for inspection, copying, or transcription by authorized representatives of the awarding agency or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the awarding agency, HUD or DOL,

or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds of debarment action pursuant to 29 CRF 5.12.

#### SECTION 3

The purpose of Section 3 requires that recipients of HUD funds and their contractors and subcontractors provide jobs and other economic opportunities to low-income persons. The CDBG project service area for Section 3 compliance will be the nonmetropolitan county.

Contractors and subcontractors participating in federally- assisted projects are required to track and report their activity relative to the hiring and training of low and moderate income persons and the use of local businesses owned by low-income persons. This information must be reported by all contractors and subcontractors, whose contract is \$100,000 or greater,

prior to project completion utilizing the “Section 3 Compliance form”.

All Section 3 covered contracts shall include the following Section 3 clause:

“The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The parties to this contract agree to comply with this Section and certify that they are under no contractual or other impediment that would prevent them from complying with these regulations. The contractor agrees to notify each labor organization or representative workers with which the contractor has a collective bargaining agreement of the contractor’s commitments under this Section 3 clause and include this clause in every subcontract subject to compliance with the Section 3 regulations. The contractor will certify that any vacant employment positions, including training positions, that are filled after the contractor is selected but before the contract is executed with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under this section of the Code of Federal Regulations. Noncompliance with HUD’s regulations in this Part may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.”

#### OFFICE OF FEDERAL CONTRACT COMPLIANCE (OFCCP)

For federally assisted construction contracts, the OFCCP administers and enforces Executive Order 11246, as amended. This Order prohibits discrimination and requires affirmative action to ensure equal employment opportunity without regard to race, color, sex, religion and/or national origin; and the implementing regulations at 41 CFR Parts 60-1 through 60-50. Generally, all contractors and subcontractors holding non-exempt federally

assisted construction contracts and subcontracts exceeding \$10,000 must comply with Executive Order 11246.

A “Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity” (Executive Order 11246) is to be included in the bid solicitations for all federally assisted construction contracts and subcontracts in excess of \$10,000. The Notice, which is published at 41 CFR 60-4.2, informs the contractor/bidder of the affirmative action requirements imposed under Executive Order 11246, including the specified goals for minority and female participation.

Covered federally assisted construction contracts and subcontracts must incorporate the equal opportunity clause found at 41 CFR 60-1.4(b).

The equal opportunity clause may be expressly included in each contract or subcontract or incorporated by reference. Importantly, the equal opportunity clauses are deemed to be a part of every covered construction contract and subcontract



remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

The prospective primary participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or

voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the non-procurement portion of the “Lists of Parties Excluded from Federal Procurement or Non-procurement Programs” (Non-procurement List) which is compiled by the General Services Administration.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

If a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies

available to the Federal Government, the department or agency may terminate this transaction for cause or default.

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and

Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY  
EXCLUSION APPLICABLE TO ALL  
SUBCONTRACTS, PURCHASE ORDERS

## AND OTHER LOWER TIER TRANSACTIONS OF \$25,000 OR MORE

By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contract the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations.

The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

If a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or

agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## PAYMENT OF PREVAILING WAGES:

Applicable to all Federal-aid (CDBG) construction contracts exceeding \$2,000 and to all related subcontracts:

All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits or cash equivalents thereof due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor, hereinafter called "the wage determination", which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1 (b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid. Regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill.

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3 and 5 are herein incorporated by reference in this contract.

## PERSONNEL ACTIONS:

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities

do not indicate discriminatory treatment of project site personnel.

The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

#### CONFORMANCE RATES:

The awarding agency shall require that any class of laborers or mechanics employed under the contract which is not listed in the wage determination shall be classified in conformance with the wage decision.

An additional classification, wage rate and fringe benefits may be approved only when the following criteria have been met:

- (1) The work to be performed by the additional classification is not performed by any other classification in the wage determination;
- (2) The additional classification is utilized in the area by the construction industry;
- (3) The proposed wage rate, including any bona

fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

If the contractor or subcontractor, laborers and mechanics, awarding agency and the contracting officer agree on the classification and conformance wage rate including the amount designated for fringe benefits where appropriate, the conformance rates shall be paid to all workers performing work in that classification from the first day on which work is performed in the classification.

In the event the contractor or subcontractors, laborers and mechanics, awarding agency and the contracting officer do not agree on the proposed classification and wage rate including the amount designated for fringe benefits where appropriate, the contracting officer (OCRA Labor Standards Compliance

Officer) shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting agency or will notify within the 30-day period that additional time is necessary. Any work performed during the waiting period will be paid at the base wage and fringe benefit amount conditionally assigned by the contracting officer until a conformance rate is assigned by the Wage and Hour Administrator.

#### PAYMENT OF FRINGE BENEFITS:

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof. If the contractor or subcontractor does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met.

#### APPRENTICE PARTICIPATION:

Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide

apprenticeship program duly registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau.

The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the

rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman- level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

#### OVERTIME REQUIREMENTS:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of labors, mechanics, watchmen, or guards (including apprentices) shall require or permit any laborer, mechanic, watchman, guard or apprentice in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, guard or apprentice receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

#### WITHHOLDING PAYMENT FOR UNPAID WAGES:

The awarding agency shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## VIOLATIONS AND LIABILITY FOR UNPAID WAGES AND LIQUIDATED DAMAGES:

In the event of any violation of the requirements set forth in this document, the contractor and any subcontractor responsible for the violation shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages.

## STATEMENTS AND PAYROLLS:

Applicable to all Federally-assisted construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.

The Contractor shall comply with the Copeland Regulations of the Secretary of Labor.

Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, watchmen, helpers and guards working at the site of the work.

The payroll records shall contain the name and last four digits of the social security number of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the

contractor and subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices under approved programs shall maintain written evidence of the registration of apprentices and ratios and wage rates prescribed in the applicable programs.

Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the awarding agency or an agent thereof, a certified payroll report of wages paid each of its employees. The payroll submitted shall set out accurately and completely all of the information required to be maintained. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government

Printing Office, Washington D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

That the payroll for the payroll period contains the information required to be maintained and that such information is correct and complete;

That such laborer or mechanic employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

That each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance".

## **SECTION 4 Health and Safety**

### **SAFETY AND ACCIDENT PREVENTION:**

In the performance of this contract the contractor shall comply with all applicable Federal, State and local laws governing safety, health and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the awarding agency may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3333).

Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3333).

### **IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:**

(Applicable to all Federally assisted construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq.*, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U. S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

That the firm shall promptly notify the awarding agency of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

That the firm agrees to include or cause to be included the requirements of this Section in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.