

BID DOCUMENTS FOR

TOWN OF MOORESVILLE, INDIANA

SR 67 AND MERRIMAN ROAD TRAFFIC SIGNAL INSTALLATION

JANUARY 4, 2024

Prepared By:

V3 COMPANIES, LTD.
619 NORTH PENNSYLVANIA STREET
INDIANAPOLIS, INDIANA 46107



Certified By:

A handwritten signature in black ink, appearing to read "Michael J. Rechterik".

Michael J. Rechterik, P.E.
License No. 10607220



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TOWN OF MOORESVILLE, INDIANA

**SR 67 and Merriman Road Traffic Signal Installation
Project Manual**

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SECTION 00100

NOTICE TO BIDDERS

Notice is hereby given that the Town of Mooresville, Indiana will receive sealed bids for the

SR 67 and Merriman Road Traffic Signal Installation

at the Government Center, 4 E. Harrison Street, Mooresville, Indiana 46158 **until 3:00 p.m. EST on or before February 1, 2024** and will be publicly opened and read aloud at the Redevelopment Commission meeting on February 1, 2024 at 6:00 p.m. No late bids will be accepted. Any bids received later than the above time will be returned to the Bidder unopened. No oral, telephoned, or telegraphed bids or changes to bids will be considered.

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

The installation of a new traffic signal at the intersection of SR 67 and Merriman Road.

Work shall be in accordance with the Bidding Documents, the Indiana Department of Transportation Standard Specifications 2024, and the Construction Drawings.

The work to be performed and the proposal 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.

Bids shall be submitted in a sealed envelope marked:

**BID FOR: TOWN OF MOORESVILLE
 REDEVELOPMENT COMMISSION
 4 E. HARRISON STREET
 MOORESVILLE, IN 46158**

PROJECT: SR 67 AND MERRIMAN ROAD TRAFFIC SIGNAL INSTALLTION

NAME OF BIDDER

Bids shall be properly and completely executed on Form No. 96 (Current Revision, as prescribed by the Indiana State Board of Accounts), accompanied by the Project Bid Proposal Form. Bidder's financial statement required therein shall reflect conditions not more than four (4) months prior to date of bids. Bids shall be accompanied by an acceptable Cashier's Check or satisfactory bond by an incorporated surety company in good standing and qualified to do business in the State of Indiana, in an amount of not less than five (5) percent of said bid. The deposit is for the purpose of insuring the execution of the contract for which said bid is made.

Bidder's Federal I.D. number must be shown on Page 1 of Form 96 under the "Oath and Affirmation" section.

Wage rates on the project shall not be less than the prescribed scale of wages in accordance with the current Indiana Wage Determinations with modifications included in the bid. Certified payroll statements will be submitted to the owner weekly.

The Contractor to whom work is awarded will be required to furnish a Performance Bond and a Labor & Materials Payment Bond, acceptable by the Town of Mooresville, Indiana and the Indiana Department of Transportation, in the amount of one hundred (100) percent of the contract price.

No Bidder may withdraw their proposal within a period of thirty (30) days following the date set for receiving bids. The Town of Mooresville, Indiana, reserves the right to retain any and all bids for a period of not more than thirty (30) days and said bids shall be and remain valid and in full force and effect during said time. The Town of Mooresville, Indiana further reserves the right to waive informalities and to award the contract to any Bidder or Bidders, all to the advantage of the Town of Mooresville, Indiana, or to reject all bids.

Bid Documents for the proposed work are on file and available for viewing at the following locations:

Town of Mooresville
Redevelopment Commission
4 E. Harrison Street
Mooresville, Indiana 46158

Plans and specifications will be available in pdf electronic format and can be downloaded at:
<https://www.mooresville.in.gov/notice-of-request-for-sealed-bids-SR67-Merriman-Signal/>

There is no charge for electronic copies of the plans and specifications.

TOWN OF MOORESVILLE
REDEVELOPMENT COMMISSION

Dustin Stanley, President

ATTEST:

PUBLISH: January 10, 2024
 January 17, 2024

SECTION 00200

INSTRUCTIONS TO BIDDERS

1.0 SCOPE

- 1.1 The contract work provides for the construction of:

SR 67 and Merriman Road Traffic Signal Installation

and other related items pertinent and incidental thereto, including the furnishing of all labor, materials, supplies, equipment, necessary for removal of existing and restoration of the site where indicated at the locations specified herein. Contractor shall furnish all labor and materials, equipment, services, tools, fuel, water, electricity, transportation, and all other items necessary for, and incidental to, completed construction of the work. All work shall be satisfactory and performed in continuous operation, in accordance with the Bid Documents.

2.0 CONTRACT DRAWINGS AND SPECIFICATIONS

- 2.1 Work to be performed shall be in accordance with the Bid Documents, which include Drawings prepared for the Town of Mooresville, Indiana, 4 E. Harrison Street, Mooresville, Indiana 46158 by Traffic Engineering, Inc., PO Box 555, Danville, Indiana 46122.

3.0 BIDDER TO EXAMINE SITE

- 3.1 All Bidders are to examine carefully the site of the proposed work, the Proposal, Plans, Specifications, Contracts, and all other Bid Documents before submitting a proposal. Bidders should inform themselves of the conditions under which the work is to be performed, the site of the work, the obstacles which may be encountered, and all other relevant matters concerning the work to be performed as specified herein. Submission of a bid shall be considered evidence that the bidder has made such examination and is satisfied as to the requirements of the plans, specifications, and contract. The successful Bidder will not be allowed any extra compensation by reason of any matter or thing concerning which said Bidder might have fully informed him/herself, because of his/her failure to become informed prior to the bidding.

4.0 EXISTING UTILITIES

- 4.1 All existing utility systems which conflict with the construction of the work herein shall be protected, relocated, or temporarily removed and replaced as required. Such protection, relocation or temporary removal and replacement shall be accomplished at the expense of the Contractor and the work shall be done by the utility unless the Utility approves, in writing, that the work may be done by the Contractor.

5.0 INFORMATION NOT GUARANTEED

- 5.1 All information, if provided, given in the Bid Documents, including Drawings, relating to borings, material encountered, and ground water, is from historical data and not subject to certification. Such information is furnished only for the advice and convenience of the Bidders. It is understood and agreed that the Owner does not warrant or guarantee that the materials and

conditions encountered during construction will be the same as indicated by the boring samples or by the information shown on the Drawings. Each Bidder must satisfy him/herself regarding the character, quantities, and conditions of the various materials and work to be done.

- 5.2 It is further agreed and understood that the Bidder or the Contractor will not use any information made available to him/her or obtained by an examination made by him/her in any manner, as a basis or ground of claim or demand of any nature against the Owner or the Engineer, arising from or reason of any variance which may exist between the information offered and the actual materials and structures encountered during the construction work. Linear, square footage, and square yardage measurements stated herein are approximate.

6.0 INTERPRETATION OF PLANS, SPECIFICATIONS, AND ADDENDA

- 6.1 If any person who contemplates submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the Plans, Specifications, or other proposed Bid Documents, he/she may submit to the Engineer a written request for an interpretation thereof. The person submitting this request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be mailed or delivered to each prospective Bidder having a set of Bid Documents in his/her possession. No addenda will be issued later than three (3) days prior to the date for receipt of bids except an addendum, if necessary, postponing the date for receipt of bids or withdrawing the request for bids. The Owner will not be responsible for any other explanation or interpretation of the proposed documents.
- 6.2 The Bidder shall verify to his/her own satisfaction that all documents issued are complete and correct. Should he/she discover that a page, sheet, etc., is missing or a discrepancy is found thereon, he/she shall notify the Engineer, in writing. The missing documents or corrected information will be forwarded to the Bidder without delay. After bids have been submitted, no claims of ignorance of the requirements of bidding or of construction due to such missing or inaccurate documents will be recognized.
- 6.3 The Bidder shall acknowledge receipt of all addenda issued, by number, on the summation page of their Proposal.

7.0 METHOD OF BIDDING

- 7.1 This is a lump sum contract for the Contract Price shown in the Bid Proposal. Any authorized changes of work will result in additions or deductions to the Contract Price as agreed upon by the Contractor and Owner.
- 7.2 The Contractor may submit for the Engineer's review, approval and recommendation, optional bids for voluntary alternates to the equipment or methods of construction as specified. The award of the Contract, however, will be figured using the base bid, exclusive of any alternates submitted.

8.0 IRREGULAR PROPOSAL/DISQUALIFICATION OF BIDDERS

- 8.1 If the proposal forms furnished or specified by the owner are not used or altered.

- 8.2 If there are unauthorized additions, conditional, or alternate bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- 8.3 If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- 8.4 Evidence of collusion among bidders.
- 8.5 Lack of competency or adequate machinery, plant, and other equipment, as revealed by the financial statement and experience questionnaire.
- 8.6 Unsatisfactory performance record as shown by past work judged from the standpoint of workmanship and progress.
- 8.7 Uncompleted work, which in the judgment of the Owner, might hinder or prevent the prompt completion of additional work if awarded.
- 8.8 Failure to pay or unsatisfactory settle, all bills due for labor and material on former contracts.
- 8.9 Failure of Contractor to contribute in:
 - (1) work performed by the Contractor's employees;
 - (2) materials supplied directly by the Contractor;
 - (3) services supplied directly by the Contractor's employees; or
 - (4) any combination of subdivisions (1) through (3)at least fifteen percent (15%) of the Contractor's total contract price.

9.0 TAX EXEMPTIONS

- 9.01 Owner is not subject to Indiana Retail Sales Tax and is exempt from Federal Excise Tax. Therefore, taxes should not be included in the Contract Price. The Contractor shall apply for an Exemption Certificate for Construction Contractors, Form ST-134, Indiana Department of Revenue.

10.0 PROPOSAL FORM

- 10.1 All bids must be submitted upon Indiana State Board of Accounts Form 96 (current version) and the Project Bid Proposal Form, which will be furnished by the Owner. The Project Bid Proposal Form shall be completely executed and shall give the price bid for each item of the work proposed. The Bidder shall sign Base Bid(s), both in words and figures. The Affidavit of Non-Collusion, which is part of Form 96, must be completely executed for the Bid. All writing shall be with ink, including the signature of the bidder.
- 10.2 Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

11.0 BID SECURITY

- 11.1 The Bid must be accompanied by a Cashier's Check or acceptable Bidder's Bond made payable to the Owner in an amount not less than five (5) percent of the total bid price. The Bid security checks will be returned to all except the three (3) lowest Bidders within thirty (30) days after the date of opening of the bid.
- 11.2 Attorneys-In-Fact who sign Bid Bonds must file with Bond a certified and effective dated copy of their Power of Attorney.

12.0 SUBMISSION OF BIDS

- 12.1 Each proposal must be submitted in a sealed envelope on which is written:

**BID FOR: TOWN OF MOORESVILLE
REDEVELOPMENT COMMISSION
4 E. HARRISON STREET
MOORESVILLE, IN 46158**

PROJECT: SR 67 AND MERRIMAN ROAD TRAFFIC SIGNAL INSTALLTION

NAME OF BIDDER

Proposals shall be delivered to the Government Center, 4 E. Harrison Street, Mooresville, Indiana 46158 until the time designated in the Notice to Bidders. Bidders shall assume full responsibility for timely delivery at location designated for the receipt of Bids. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

13.0 EXPERIENCE AND ABILITY OF CONTRACTOR/ QUALIFICATIONS

- 13.1 It is not the intent of the Owner to award the Contract to any Bidder who does not furnish satisfactory evidence that he/she has the ability and experience in this class of work and that he/she has sufficient capital and plant to enable him/her to execute the same successfully and to complete it in the time named in the Proposal.
- 13.2 To enable the Owner to determine the ability, experience and capital resources of the Bidder, each Bidder shall execute completely and accurately in all respects Form 96 of the Indiana State Board of Accounts, complete with all appropriate statements of financial condition and all other applicable supporting information for the Bid.

14.0 TIME OF COMPLETION

- 14.1 The successful Bidder(s) of the work shall be prepared to complete the work immediately after the issuance of the Notice to Proceed and as follows:

Anticipated Start Date:	February 19, 2024
Substantial Completion:	July 19, 2024
Final Completion:	August 19, 2024

15.0 AWARD OF CONTRACT/NOTICE OF AWARD

- 15.1 The award of Contract will be made to the lowest and/or best Bidder for the lump sum price proposal submitted. The Contract shall be deemed as having been awarded when formal notice shall have been served upon the successful Bidder by an officer or agent of the Owner, duly authorized to give such notice. The Bidder/Contractor shall acknowledge receipt of Notice of Award in writing to the Owner.
- 15.2 If the contract is to be awarded, Owner will give successful Bidder a Notice of Award within fourteen (14) days after the day of the Bid opening.
- 15.3 In the event any corporation, organized and doing business under the laws of any other state than Indiana, is the successful Bidder, it must present evidence that it is authorized to do business in this state (Indiana).

16.0 EXECUTION OF CONTRACT(S)

- 16.1 The Successful Bidder to whom the Contract is awarded will be required to execute three (3) copies of the Contract and one (1) copy of the required Surety Bond for the Contract.

17.0 FORFEITURE OF BID SECURITY

- 17.1 In the event that the party to whom the Contract is awarded shall fail or neglect to execute the Contract and furnish a satisfactory bond within ten (10) days after the Owner has notified him/her that the Contract is ready for execution, the Owner may determine that the Bidder abandoned the Contract, and thereupon the Proposal and acceptance shall be null and void and the security accompanying the Proposal shall be forfeited to and retained by the Owner as liquidated damages for such failure and neglect, and to indemnify the Owner for any loss which may be sustained by failure of the Bidder to execute the Contract and furnish bond as aforesaid. After the execution of the Contract and the acceptance of the bond by the Owner, the bid securities, which have been retained by the Owner, shall be returned to the respective Bidders.

18.0 UNAVAILABILITY OF MATERIALS/SUBSTITUTIONS

- 18.1 Bids must be based on the use of materials specified, subject to the provisions of any addenda issued. If the Contractor is unable to furnish or use any of the materials or equipment specified because of any order by a governmental agency limiting the manufacture or use, or because of the supply situation in the general market for such materials and equipment, the Contractor shall offer substitutes therefore. The substitutes shall be suitable for the purpose, considering the factors of quality, serviceability, appearance, and maintenance. No substitute shall be used until it has been approved by the Engineer.
- 18.2 No consideration will be given to the use of substitutes on account of market conditions unless the Contractor demonstrates that for the item in question he/she placed his/her order and submitted shop drawings without delay, that he/she has shown due diligence in attempting to locate the item as specified, and that the unavailability is due to market conditions in general throughout that particular industry.

- 18.3 If substitutes are used in the work, the compensation to be paid the Contractor shall be subject to review and adjustment. As a general principle, if the Engineer shall determine that the substitutes will be less satisfactory, the Contractor shall allow a credit to the Owner; only under unusual circumstances shall there be an increase in compensation to the Contractor on account of substitutes. The basis upon which the amount of price adjustments will be founded shall be the approximate cost of the items at the time the bids were opened.

19.0 OPERATIONS WITHIN RIGHT-OF-WAY

- 19.01 In public thoroughfares, all operations of the Contractor, including those of temporary nature, must be confined within applicable right-of-way limits. If the methods of construction employed by the Contractor are such as to require the use of land beyond public thoroughfares, he/she shall make his/her own agreements with the property owners affected for the use of such additional land.

20.0 STATE HIGHWAY AND RAILROAD PERMITS

- 20.1 All necessary permits or licenses required in connection with construction under or along existing State Highways and/or Railroads, shall be obtained by and at the expense of the Owner, and the construction shall be performed by the Contractor in full accordance with any and all requirements of the Indiana Department of Transportation and/or the applicable railroad company, including those applying to barricades, watchmen, storage of equipment, supplies and excavated materials, method of backfilling, final grading, replacement of pavement or road surface, and all other conditions or requirements which may be stipulated by the applicable agency.

21.0 EASEMENTS

- 21.1 The Owner will obtain right-of-way easements, if required, over and through certain private lands for the proposed construction work. The width or limits of such right-of-way will be defined by the Owner before the work or construction shall begin. If the methods of construction employed by the Contractor are such as to require the use of land beyond the limits as obtained, he/she shall make his/her own agreement with the property owners affected for the use of such additional land.
- 21.2 In all such easement right-of-way, the Contractor shall be required to remove carefully the property owners' fences and other obstacles to the construction procedure and replace the same after the work is completed. Backfilling shall be to the grade of the existing ground level or to the grade as established by the Owner in the event the Owner permits the deposit of excess material upon such land.
- 21.3 The cost of all such restoration of property shall be included in the Contractor's bid and no additional payment will be allowed for such work.
- 21.4 The Contractor shall not remove any tree two (2) inches in diameter or larger without prior approval of the Engineer unless otherwise specified in the bid documents.

22.0 LOCAL LABOR AND MATERIALS

- 22.1 Whenever possible, the Contractor, his subcontractors, material men or others who employ labor, shall employ such labor locally.
- 22.2 The Contractor shall purchase materials such as sand, cement, gravel, and lumber from local dealers wherever such local dealer prices meet competitor prices and where such materials meet the Specifications.

23.0 NON-DISCRIMINATION IN EMPLOYMENT

- 23.1 Contract for work under this Proposal will obligate the Contractors and subcontractors not to discriminate in employment practices.

24.0 SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION

- 24.1 The successful Bidder shall be responsible for all obligations prescribed as employer obligations under Chapter XVII of Title 29, Code of Federal Regulations, Part 1926 as amended, otherwise known as "Safety and Health Regulations for Construction".

25.0 INSURANCE

- 25.1 The Bidder must show he/she is covered by all insurance set out in Section 4 of the General Conditions.

26.0 PERFORMANCE AND PAYMENTS BONDS

- 26.1 The Bidder shall secure a Performance Bond for one-hundred (100) percent of his base bid with any legal bonding company or surety authorized to conduct business in the State of Indiana. This Bond shall hold true through the completion of the project and for one (1) year following.
- 26.2 A Payment Bond shall be completed by the successful Bidder before receiving any final payment for work done on this project.
- 26.3 Attorneys-In-Fact who sign Bid Bonds must file with Bond a certified and effective dated copy of their Power of Attorney.

27.0 INSPECTIONS AND INVESTIGATIONS

- 27.1 Inspections by the Owner, or Owners' representatives, shall not relieve the Contractor of any responsibility to conform to the Bid Documents, Specifications, and perform his/her own inspections.

28.0 WATER SUPPLY FOR CONSTRUCTION, FLUSHING, DISINFECTION, AND TESTING PURPOSES

- 28.1 It shall be the Contractor's responsibility to obtain ample water in such a manner which will not delay construction progress. The Contractor may arrange for his/her water supply through the local water company or through any other means at his disposal.

29.0 IRAN CONTRACT PROVISION

- 29.1 Pursuant to Indiana Code 5-22-16.5, Contractor is required to certify under penalties of perjury that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5.

END OF SECTION

SECTION 00300

BID PROPOSAL FORM

**To: Town of Mooresville
Redevelopment Commission
4 E. Harrison Street
Mooresville, Indiana**

Pursuant to the published "Notice to Bidders", the undersigned has investigated the costs and conditions affecting the construction contained in this project for the Town of Mooresville, Indiana, and having examined the site(s) and under full knowledge of the requirements set forth in the Contract Documents prepared by the Town of Mooresville, Indiana does hereby propose to provide and furnish all labor, material, tools, equipment, etc., and obtain all service necessary to perform and complete the work as required by the Bid Documents, including any and all Alternates, and Addenda now on file with the Town of Mooresville, Indiana.

Project: *SR 67 and Merriman Road Traffic Signal Installation*

Proposal for Construction of: *The installation of a new traffic signal at the intersection of SR 67 and Merriman Road.*

Date: _____

TOTAL LUMP SUM BID (in words and figures):

_____dollars

\$ _____

Contractor's Schedule: Project start date is on or after **February 19, 2024**. The date for final completion is **August 19, 2024**.

Bidder has examined copies of all the Bid Documents and of the following Addenda (receipt of which is hereby acknowledged):

DATE

ADDENDUM NUMBER

SUBMITTED on _____, 2024

**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.

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at _____ this _____ day of _____, _____

(Name of Organization)

By _____

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) ss

Before me, a Notary Public, personally appeared the above-named _____ and
swore that the statements contained in the foregoing document are true and correct.

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

Notary Public

My Commission Expires: _____

County of Residence: _____

BID OF

(Contractor)

(Address)

FOR

PUBLIC WORKS PROJECTS

OF

Filed _____

Action taken _____

SECTION 00302

BID BOND FORM

BIDDER: (Name and Address)

SURETY: (Name and Address of Principal Place of Business)

OWNER: (Name and Address)

BID

BID DUE DATE: _____

PROJECT (Brief Description Including Location): _____

BOND

BOND NUMBER: _____

DATE: (Not Later than Bid Due Date) _____

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER _____ SURETY

(Seal)

(Seal)

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: (1) Above addressed are to be used for giving required notice.

(2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

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SECTION 00400

CONSTRUCTION CONTRACT

THIS CONTRACT, made the _____ day of _____, 20____, by and between _____, hereinafter called the "Contractor", and the Town of Mooresville, a municipal corporation, hereinafter call the "Owner", WITNESSETH, that the Contractor and the Owner, for the consideration stated herein, agree as follows:

ARTICLE 1. SCOPE OF WORK.

The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, equipment, and all utility and transportation services required to perform and complete in a workmanlike manner the construction of:

SR 67 and Merriman Road Traffic Signal Installation

for the Owner, all in strict accordance with the Bid Documents which include Drawings and Specifications, including any and all addenda, prepared by the Town of Mooresville, Indiana, which Drawings and Specifications are made a part of this Contract, and in strict compliance with the Contractor's proposal and the other Bid Documents herein mentioned which are a part of this Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

ARTICLE II. THE CONTRACT PRICE.

The Owner shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided therein, in current funds, the contract price of _____ (\$ _____).

Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT

This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached:

1. Construction Contract
2. Contractor's Proposal
3. Bidder Requirements
4. Specifications (including Addenda)
5. General Conditions
6. Drawings

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

ARTICLE IV. GUARANTEE

The Contractor hereby agrees to protect the Owner against imperfections in materials, equipment and workmanship, which may be or which may become apparent during the period of construction or erection, or which may develop within a period of one (1) year subsequent to the date of final acceptance by the Owner and the Contractor shall, at his own expense, remove and replace in whole or in part any such work, materials, or equipment which may prove defective or unsuitable for the service performed or to be performed and/or which may show unreasonable deterioration within said period, upon the written demand and to the full satisfaction of the Owner.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in 3 original counterparts the day and year first above written.

Contractor

By: _____

Title: _____

(SEAL) State of Indiana
County of _____

Attest:

Notary Public
My Commission Expires: _____

Owner

By: _____

(SEAL)

Attest:

Date

SECTION 00401

CONTRACTING WITH IRAN CERTIFICATION FORM
ADDITIONAL CONTRACT CLAUSE ATTACHMENT

The following clause is added and incorporated as an additional contract term to:

SR 67 and Merriman Road Traffic Signal Installation

No Investment in Iran. As required by IC 5-22-16.5-13, the Contractor hereby certifies that the Contractor is not engaged in investment activities in Iran.

Contractor Name, Printed

Signed: _____

Printed Name: _____

Title: _____

Date: _____

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SECTION 00402

CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, _____
_____ as Principal, and _____
as Surety, are held and firmly bound unto the _____
for the benefit of the Town of Mooresville, Indiana, hereinafter called the Owner, in the penal sum of ____
_____ dollars (\$_____) for the
payment of which we hereby jointly and severally bind ourselves, our heirs, executors, administrators,
successors, and assigns.

Dated this ____ day of _____, 20__.

The condition of this obligation is such that whereas the above named Principal did, on the ____ day of
_____, 20__, enter into a Contract with the Owner, by the terms of which said
Principal agreed to furnish all labor, materials, equipment and supplies for the construction of

SR 67 and Merriman Road Traffic Signal Installation

as described and defined in said Contract and in the Specifications and Drawings, prepared by the Town
of Mooresville, Indiana which are a part thereof, ready for continuous and successful operation, for the
completion of said work, for the sum of _____
_____ dollars (\$_____), and to remove and
replace any defective or unsuitable equipment or structure at the expense of said Principal which may
be apparent or may develop from inferior workmanship or material within one (1) year from the date of
final acceptance of the above described work, which Contract is made a part of this bond the same as
though set forth herein.

Now if said Principal shall well and faithfully do and perform the things agreed by it to be done and
performed according to the terms of said Contract, then this obligation shall be void, otherwise the
same shall remain in full force and effect; and said Surety for value received hereby stipulates and
agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the
work to be performed thereunder or the Specifications accompanying the same, shall in any wise affect
its obligation on this bond and it does hereby waive notice of any such change, extension of time,
alteration or addition to the terms of the Contract or to the work or the Specifications.

No change, modification, omission, or addition in and to the terms or conditions of said Contract, Plans,
Specifications, Drawings, or any irregularity or defect in said Contract or in the proceedings preliminary
to the letting and awarding thereof shall in any wise affect or operate to release or discharge said surety
and the provisions and conditions of IC 5-16-5 (1971) shall be, operate as, and become a part of the
terms of this bond and said Contract the same as if incorporated herein.

IN WITNESS WHEREOF, we have this ____ day of _____, 20__, affixed our signatures and corporate seals to **3** executed original counterparts of this bond.

Principal

ATTEST:

By: _____
Authorized Agent

Surety

ATTEST:

By: _____
Attorney-In-Fact

SECTION 00403

CONTRACT PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, _____
_____ as Principal, and _____
_____ as Surety, are held and firmly bound unto the _____
for the benefit of the Town of Mooresville, Indiana, hereinafter called the Owner, in the penal sum of ____
_____ dollars (\$_____) for
the payment of which we are hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors, and assigns.

Dated this ____ day of _____, 20____.

The condition of this obligation is such that whereas the above named Principal did, on the _____
day of _____, 20____, enter into a Contract with the Owner, by the terms of which said
Principal agreed to furnish all labor, materials, equipment and supplies for the construction of

SR 67 and Merriman Road Traffic Signal Installation

as described and defined in said Contract and in the Specifications and Drawings, prepared by the Town
of Mooresville, Indiana which are part thereof, ready for continuous and successful operation, for the
completion of said work, for the sum of _____
_____ dollars (\$_____) and to remove and replace any
defective or unsuitable equipment or structure at the expense of said Principal which may be apparent
or may develop from inferior workmanship or material within one (1) year from the date of final
acceptance of the above described work which Contract is made a part of this bond the same as though
set forth herein.

Now if said Principal shall promptly pay all indebtedness which may accrue, by operation of law or
otherwise, to any person, firm or corporation on account of any labor or service performed or material
furnished or service rendered in the carrying forward, performing and completion of said Contract; we
agreeing and assenting that this undertaking directly insures to the benefit of subcontractors, laborers,
material men and those performing service on account of or directly in connection with the completion
of said Contract, as well as for the obligee herein; then this obligation shall be void, otherwise the same
shall remain in full force and effect; and said Surety for value received hereby stipulates and that no
change, extension of time, alteration or addition to the terms of the Contract or to the work to be
performed thereunder or the Specifications accompanying the same, shall in any wise affect its
obligation on this bond and it does hereby waive notice of any such change, extension of time,
alteration, or addition to the terms of the Contract or to the work or the Specifications.

No change, modification, omission, or addition in and to the terms or conditions of said Contract, plans,
specifications, drawings, or any irregularity or defect in said Contract or in the proceedings preliminary
to the letting and awarding thereof shall in any wise affect or operate to release or discharge said Surety
and the provisions and conditions of IC 5-16-5 (1971) shall be, operate as, and become a part of the
terms of this bond and said Contract the same as if incorporated herein.

IN WITNESS WHEREOF, we have this ____ day of _____, 20____, affixed our signatures and corporate seals to ____ executed original counterparts of this bond.

Principal

ATTEST:

By: _____
Authorized Agent

Surety

ATTEST:

By: _____
Attorney-In-Fact

SECTION 00500

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STANDARD GENERAL CONDITIONS

SECTION 1 - CONTRACT DOCUMENTS

ARTICLE 1.1 - GENERAL

This project consists of the following component parts, all of which are as full a part of the Construction Contract as if therein set out verbatim, or, if not attached, as if hereto attached:

- A. Construction Contract including Additional Contract Provisions
- B. Contractor's Proposal
- C. Notice to Bidders
- D. Specifications (including Addenda)
 - 1. Instructions to Bidder
 - 2. General Conditions of the Contract
 - 3. Detailed Specifications, if any
 - 4. Supplementary Conditions, if any
- E. Drawings

In the event any item in any of the above component parts of this Contract conflicts with an item in any other of the component parts, the item in the component part first listed above shall govern over any other component part which follows it alpha-numerically, except as may be otherwise stated.

ARTICLE 1.2 - BIDDING DOCUMENTS

Bidding documents issued by the Owner to assist contractor in preparing their proposals include:

- A. Notice to Bidders
- B. Instructions to Bidders
- C. Proposal Form: The offer of a Bidder to perform the work described by the Contract Documents is to be made out and submitted on the prescribed Proposal Form, properly signed and guaranteed.
- D. Proposal Guaranty: A Cashier's Check of Bidder's Bond in an amount equal to five percent (5%) of the total proposal amount shall accompany the Proposal submitted by the Bidder, as a guaranty that the Bidder will enter into an Agreement with the Owner of the construction of the work, if the Contract is awarded to him/her.

- E. Addenda to Contract Documents: Any addenda issued during the time of bidding, or forming a part of the Contract Documents loaned to the Bidder for the preparation of his Proposal, shall be covered in the proposal, and shall be made a part of the Contract. Receipt of each Addendum shall be acknowledged in the Proposal.

ARTICLE 1.3 - CONTRACTUAL DOCUMENTS

- A. Agreement covering the performance of the work described in the Contract Documents including all supplemental addenda thereto and all general and special provisions pertaining to the work or materials therefore.
- B. Bonds: The Contractor shall furnish bonds in a form prescribed by the Owner and with a surety company authorized to do business in the State of Indiana as follows:
 - 1. At the time of execution of the Contract Agreement, a Performance Bond in an amount equal to one hundred percent (100%) of the total Contract Amount as a guaranty of good faith on the part of the Contractor to do, perform and complete those things agreed to in the Contract Agreement with the Owner, including a one (1) year warranty period.
 - 2. Prior to final payment to the Contractor, a Payment Bond in an amount equal to one hundred percent (100%) of the total Contract Amount as a guaranty of payment by the Contractor for all indebtedness which he has accrued on account of any labor, service or material in carrying forth the provisions of the Contract Agreement with the Owner.

ARTICLE 1.4 - GENERAL CONDITIONS OF THE CONTRACT

General Conditions outline certain general responsibilities of the Owner and the Contractor (who are the parties to the Contract) and also those responsibilities delegated by the Owner to the Engineer who acts as the agent of the Owner.

- A. Definitions: Wherever the words hereinafter defined, or pronouns used in their stead, occur in these Specifications and Contract Documents, they shall have the meanings herein given:
 - 1. "Owner" - municipality, person, firm, or corporation as specified in the Advertisement for Bids, for whom the work is to be done.
 - 2. "Contractor" - person, firm, or corporation entering into a contract with the Owner to construct and complete the work as herein specified, set out and shown. Contractor is a Tier 1 contractor as defined in IC 5-16-13(4)(1).
 - 3. "Subcontractor" - person, firm, or corporation, other than a Contractor, supplying labor and materials or labor for work at the site of the project. The term Subcontractor includes all of the following:

(A) "Tier 2 contractor" includes each person that has a contract with a tier 1 contractor to perform some part of the work on, supply some of the materials for, or supply a service for the project. A person included in this tier is also known as a "subcontractor".

(B) "Tier 3 contractor" includes each person that has a contract with a tier 2 contractor to perform some part of the work on, supply some of the materials for, or supply a service for the project. A person included in this tier is also known as a "sub-subcontractor".

(C) "Lower Tier Contractor" includes a person that has a contract with a tier 3 contractor or lower tier contractor to perform some part of the work on, supply some of the materials for, or supply a service for the project. A person included in this tier is also known as a "lower tier subcontractor".

4. "Engineer" - The person, firm or corporation named as such in the Agreement.

ARTICLE 1.5 - DETAILED SPECIFICATIONS

Special provisions not included in the General Conditions of the Contract, which apply to this specific project, are contained in the Supplementary Conditions if applicable.

ARTICLE 1.6 - DRAWINGS AND SPECIFICATIONS

The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, materials, equipment and transportation necessary for the proper execution of the work, unless specifically noted otherwise. The Contractor shall do all the work outlined in the Contract Documents and all incidental work necessary to complete the project in a substantial and acceptable manner, and fully complete the work or improvement, operational and ready for occupancy by the Owner.

- A. Discrepancies: Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Engineer, who shall promptly correct such inconsistencies or ambiguities in writing. Any work done by the Contractor after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the Contractor's risk.
- B. Adequacy: Responsibility for adequacy of the design and for sufficiency of the Drawings and Specifications shall be borne by the Owner. The complete requirements of the work to be performed under the Contract shall be set forth in Drawings and Specifications to be supplied by the Owner through the Engineer or by the Engineer as representative of the Owner. The Drawings and Specifications shall be considered inseparable documents and in considering them the Contractor shall rely upon both instruments in order to perform the work in accordance with their combined intent.
- C. Additional Instructions: Further instructions may be issued by the Engineer during the progress of the work by means of Drawings and Specifications, or as may be necessary to explain or illustrate changes in the work to be done.
- D. The fact that specific mention of a fixture, or of any part of work, is omitted in the Specifications, whether intentionally or otherwise, when the same is clearly shown or indicated

on the Drawings, or is usually and customarily required to fully complete such work as is specified herein, will not entitle the Contractor to consideration in the matter of any claim for extra compensation, but the said fixtures or work or both, must be installed or done the same as if called for by both Drawings and Specifications.

- E. All work indicated on the Drawings and not mentioned in the Specifications or vice versa, and all work and material usual and necessary to make work complete in all its parts, whether or not they are indicated on the Drawings or mentioned in the Specifications, shall be furnished and executed the same as if they were called for by both the Drawings and Specifications.
- F. Drawings and Specifications: The Engineer shall furnish the Contractor up to five (5) sets of Drawings and Specifications covering this project at no cost to the Contractor. For each set of Drawings and Specifications furnished to the Contractor, or any of his subcontractors, in excess of this number, the Contractor shall be billed at actual cost of printing and delivery.
- G. Dimensions: Only figured dimensions on the Drawings will be used by the Contractor. Where the work of the Contractor is affected by finish dimensions, these shall be determined and verified by the Contractor at the site, and he shall assume the responsibility therefore.
- H. Ownership of Drawings and Models: All Drawings, Specifications, and copies thereof furnished by the Engineer are the property of the Engineer. They are not to be used on other work, and with the exception of the signed Contract set, are to be returned to him/her upon request at the completion of the work. All models are the property of the Engineer.

ARTICLE 1.7 - CONTRACT DOCUMENTS FOR THE USE OF THE ENGINEER

The Contractor shall maintain one complete set of the Contract Documents at the job site which shall be available to the Engineer at all times and upon which the Contractor shall record all changes and field adjustments. The Contractor shall keep one copy of plans, shop drawings, and supplemental drawings at the site in good order and annotated to show all changes made during construction. Prior to submission of the final application for payment, the annotated set of plans showing the changes and nameplate data shall be made available to the Engineer, for the preparation of record drawings. The Contractor shall assist the Engineer in the preparation of these record drawings.

SECTION 2 - OWNER-CONTRACTOR-ENGINEER RELATIONS

ARTICLE 2.1 - OWNER'S RIGHTS AND RESPONSIBILITIES

- A. Lands by Owner: The Owner will provide the lands shown on the Drawings or described in the Specifications upon which the work under the Contract is to be performed and to be used for right-of-way purposes. Any delay in furnishing these lands by the Owner will be deemed proper cause for adjustment in the Contract Amount and in the time of completion.

- B. Base Lines and Bench Marks: Unless otherwise specified, the Contractor will establish base lines necessary for the location of the principal component parts of the work together with a suitable number of bench marks adjacent to the work.
- C. Owner's Right to Correct Deficiencies: Upon failure to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion and after five (5) days' written notice to the Contractor, the Owner may, without prejudice to any other remedy he may have, correct such deficiencies in work intended to become a permanent part of the project. The cost to correct such deficiencies may be deducted from the payment due the Contractor.
- D. Suspension of Work by Owner: The Owner shall have the authority to suspend the work wholly or in part, for such period or periods as he may deem necessary due to unsuitable weather or such other conditions as are considered unfavorable to carry out the provisions of the Contract. No extension of time will be allowed if work is suspended by the failure of the Contractor to comply with the Drawings and Specifications.
- E. Owner's Right to Terminate Agreement and Complete the Work: The Owner shall have the right to terminate his agreement with the Contractor after giving ten (10) days' written notice of termination to the Contractor in the event of any default by the Contractor.
 - 1. Default by Contract: It shall be considered a default by the Contractor whenever he shall:
 - (a) Declare bankruptcy, become insolvent, or assign his assets for the benefit of his creditors.
 - (b) Disregard or violate provisions of the Contract Documents or fail to prosecute the work according to the agreed Schedule of Completion, including extensions thereof.
 - (c) Fail to provide a qualified superintendent, competent workmen or subcontractors, or proper materials, or fail to make prompt payment therefore.
 - 2. Completion by the Owner: In the event of termination of the Agreement by the Owner because of default by the Contractor, the Owner may take possession of the work and of all materials and equipment thereon and may finish the work by whatever method and means he may select.

ARTICLE 2.2 - CONTRACTOR'S RIGHTS AND RESPONSIBILITIES

All work shall be done in strict accordance with the Contract Documents. Observations, construction reviews, tests, recommendations, or approvals by the Engineer or persons other than the Contractor, shall in no way relieve the Contractor of his obligation to complete all work in accordance with the Contract Documents. All work shall be done under the direct supervision of the Contractor. The Contractor shall be responsible for all obligations prescribed as employer

obligations under Chapter XVII of Title 29, Code of Federal Regulations, Part 1926, otherwise known as "Safety and Health Regulations for Construction".

- A. Lands by Contractor: Any land and access thereto not specifically shown to be furnished by the Owner that may be required for temporary construction facilities or for storage of materials shall be provided by the Contractor with no liability to the Owner. The Contractor shall confine his apparatus and storage to such additional areas as he may provide at his expense.
 - 1. Private and Public Property: The Contractor shall not enter upon private property for any purpose without obtaining permission from owner of said property. He shall be responsible for the preservation of all public property, trees, monuments, structures and improvements, along and adjacent to the street and/or right-of-way, and shall use every precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures, and shall protect carefully from disturbance or damage all monuments and property marks until an authorized agent had witnessed or otherwise referenced their location and shall not remove them until directed.
- B. Surveys: Based upon the information provided by the Owner, the Contractor shall develop and make all detailed surveys necessary for construction, including slope stakes, batter boards, stakes for pile locations and other working points, lines and elevations. The Contractor shall carefully preserve bench marks, reference points and stakes, and in the case of destruction thereof by the Contractor or resulting from his negligence, the Contractor shall be charged with the expense and damage resulting there from and shall be responsible for any mistakes that may be caused by the loss or disturbance of such bench marks, reference points and stakes.
- C. Public Utilities: The elevation and location of all public utilities shown on the drawings were taken from existing public records. It shall be the duty of the Contractor to make final and exact determination of the location and extent of all utilities and he will be liable for any expense resulting from damage to them.
- D. Superintendent: A qualified superintendent, who is acceptable to the Owner, shall be maintained on the work and give efficient supervision to the work until its completion. The superintendent shall have full authority to act in behalf of the Contractor, and all instruction given to the superintendent shall be considered as given to the Contractor. It shall be the responsibility of this Contractor's superintendent to coordinate the work of all the Subcontractors. The superintendent shall be present on the site at all times required to perform adequate supervision and coordination.
- E. Subcontracts: The Contractor shall submit in writing for review of the Owner the names of the Subcontractors proposed for the work with the bid proposal form. Subcontractors may not be changed except at the request or with the approval of the Owner. The Contractor is responsible to the Owner for the acts and deficiencies of his Subcontractors and of their direct and indirect

employees to the same extent as he is responsible for the acts and deficiencies of his employees. The Contract Documents shall not be construed as creating any contractual relation between any Subcontractor and the Owner. The Contractor shall bind every Subcontractor by the terms of the Contract Documents.

1. For convenience of reference and to facilitate the letting of Contracts and Subcontracts, the Specifications are separated into titled sections. Such separation shall not, however, operate to make the Owner or the Engineer an arbiter to establish limits to the contracts between Contractor and Subcontractor.
- F. Contractor's Right to Suspend Work or Terminate Agreement: Contractor may suspend work or terminate his Agreement with the Owner upon ten (10) days' written notice to the Owner for any of the following reasons:
1. If an order of any court or other public authority caused the work to be stopped or suspended for a period of ninety (90) days through no act or fault of the Contractor or his employees.
 2. If the Owner should fail to act upon any Request for Payment within thirty (30) days after it is presented in accordance with the General Conditions of the Contract.
- G. Work During an Emergency: The Contractor shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering life or property. In all cases he shall notify the Owner of the emergency as soon as practicable, but he shall not wait for instruction before proceeding to properly protect both life and property.
- H. E-Verify: Contractor shall submit, before work begins on the project, the E-Verify case number for each individual who is required to be verified under IC 22-5-1.7. An individual who is required to be verified under IC 22-5-1.7 whose final case result is final nonconfirmation may not be employed on the project. Contractor shall not permit any Subcontractor to work on the project unless the Subcontractor complies with the same E-Verify requirements.
- I. Cash Payments: Contract may not pay cash to any individual employed by the Contractor for work done by the individual on the project. Contractor shall not permit any Subcontractor to work on the project unless the Subcontract complies with the same cash payment requirements.
- J. Fair Labor Standards: Contractor must be in compliance with the federal Fair Labor Standards act of 1938, as amended (29 U.S.C. 201-209) and IC 22-2-2-1 through IC 22-2-2-8. Contractor shall not permit any Subcontractor to work on the project unless the Subcontractor complies with the same fair labor standards.

- K. Worker's Compensation: Contractor must be compliance with IC 22-3-5-1 and IC 22-3-7-34. Contract shall not permit any Subcontractor to work on the project unless the Subcontractor is in compliance with the same worker's compensation requirements.
- L. Unemployment: Contractor must be in compliance with IC 22-4-1 through IC 22-4-39.5. A Contractor shall not permit any Subcontract to work on the project unless the Subcontractor is in compliance with the same unemployment requirements.
- M. Drug Testing of Employees: Contractor must be in compliance with IC 4-13-18-1 through IC 4-13-18-7. A Contractor shall not permit any Subcontractor to work on the project unless the Subcontractor is in compliance with the same drug testing requirements.
- N. Training Program: If the Contractor employes more than fifty (50) journeyman, the Contractor must comply with IC 5-16-13(12). Contractor shall not permit any Tier 2 contractor that employes more than fifty (50) journeyman to work on the project unless the Tier 2 contractor complies with the same training program requirements.

ARTICLE 2.3 - RESPONSIBILITY OF THE ENGINEER

The Engineer shall decide questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of Drawings and Specifications, and all questions as to the acceptable fulfillment of the Agreement on the part of the Contractor. The duties and responsibilities of the Engineer as set forth herein shall not be extended except through written consent of the Engineer and the Owner.

- A. Observation of the Work: All materials and each part or detail of the work shall be subject at all times to observation by the Engineer and the Owner, and the Contractor will be held strictly to the intent of the Contract Documents in regard to quality of materials, workmanship, and the diligent execution of the Contract. Observations may be made at the site or at the source of material supply, whether mill, plant or shop. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make his observations and construction review.
- B. Acceptability of Work: The Engineer's decision as to the acceptability or adequacy of the work shall be final and binding upon the Contractor. The Contractor agrees to abide by the Engineer's decision relative to the performance of the work.

ARTICLE 2.4 - ORAL AGREEMENTS

No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

ARTICLE 2.5 - OBSERVATION OF COMPLETED WORK

The Contractor shall remove or uncover such portions of the completed work as may be directed by the Owner at any time before acceptance of the work. After examination, the Contractor shall restore the work to the standard required by the Contract Documents. Should the work thus exposed or examined prove acceptable, the uncovering or removing and the restoring of the work shall be paid for as Extra Work, but should the work exposed or examined prove unacceptable, the uncovering, removing and restoring of the work shall be at the Contractor's expense.

ARTICLE 2.6 - WORK BY OWNER OR OTHER CONTRACTORS

- A. Separate Contracts: The Owner may let other contracts in connection with the work of the Contractor. The Contractor shall cooperate with other contractors with regard to storage of materials and execution of their work. It shall be the Contractor's responsibility to inspect all work by other contractors affecting his work and to report to the Owner any irregularities which will not permit him/her to complete his work in a satisfactory manner. His/her failure to notify the Owner of such irregularities shall indicate the work of other contractors has been satisfactorily completed to receive his work. The Contractor shall not be responsible for defects of which he/she could not have known, which develop in the work of others after the work is completed. It shall be the responsibility of the Contractor to measure the completed work in place and report to the Owner immediately any difference between completed work by others and the provisions of the Contract Documents.
- B. Written Agreement: Whenever work being done by the Owner through his own employees or through other contractors is contiguous to work covered by the Contract Documents, the respective rights of the various interests involved shall be established by written agreement to secure the completion of the various portions of the work in general harmony.

ARTICLE 2.7 - HOURS OF OPERATION

- A. No night or Sunday work requiring the presence of the Engineer or Inspector will be permitted, except to such an extent as it is absolutely necessary, and with the prior written approval of the Engineer.
- B. No work in excess of eight (8) hours per day or forty (40) hours per week requiring the presence of the Engineer or Inspector will be permitted without prior written approval of the Engineer.

SECTION 3 - MATERIALS, EQUIPMENT AND WORKMANSHIP

ARTICLE 3.1 - MATERIALS AND EQUIPMENT

The materials and equipment installed in the work shall meet the requirements of the Contract Documents and no materials or equipment shall be ordered until reviewed and approved by the Engineer. All materials and equipment not otherwise specifically indicated shall be furnished by the Contractor. Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, heat, light and power, etc. all necessary to the execution of the

work. Unless otherwise specified, all material shall be new and both workmanship and material shall be of good quality.

- A. Substitutions: In order to establish standards of quality, the Engineer has referred to certain products by name and model number on the plans and/or in the detailed specifications. Subject to stipulations set out in the Bidder's Information, this procedure shall not be construed as eliminating from competition other products of equal or better quality by other manufacturers, which are fully suitable in design, as approved by the Engineer.
 - 1. The Contractor shall furnish the complete list of proposed desired substitutions prior to signing of the Contract, together with such engineering and catalog data as the Engineer may require.
 - 2. The Contractor shall abide by the Engineer's decision when proposed substitute materials or items of equipment are not recommended for installation and shall furnish the specified material or item or equipment in such case. All proposals for substitutions shall be submitted in writing by the General Contractor and not by individual trades or material suppliers. The Engineer will review proposed substitutions and make his recommendations in writing within a reasonable time.
- B. Arrangement: Where equipment requiring different arrangement of connections from those shown is approved, it shall be the responsibility of the Contractor to install the equipment to operate properly, and in harmony with the intent of the Contract Documents, and to make all changes in the work required by such arrangement.
- C. Unacceptable Materials and Equipment: Materials and equipment which do not conform to the requirements of the Contract Documents, are not equal to samples reviewed by the Engineer, or are in any way unsatisfactory or unsuited to the purpose for which they are intended, shall not be furnished nor installed.
- D. Storage: Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials and equipment shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the property owner.
- E. Manufacturer's Directions: Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer's guidelines.

ARTICLE 3.2 - SAMPLES

All samples called for in the Specifications or required by the Engineer shall be furnished by the Contractor and shall be submitted to the Engineer for his review.

- A. Samples for Test: Contractor shall furnish such samples of materials as may be required for examination and test. All samples of materials for tests shall be taken according to standard methods or as provided in the Contract Documents.
- B. Contractor's Guaranty: All samples shall be submitted by the Contractor with a covering letter indicating that such samples are recommended by the Contractor for the service intended and that the Contractor's Guaranty will fully apply.

ARTICLE 3.3 - SHOP DRAWINGS

The Contractor shall provide shop drawings, schedules and other drawings as may be necessary for the prosecution of the work in the shop and in the field as required by the Drawings, Specifications or the Engineer's instructions. Deviations from the Drawings and Specifications shall be called to the attention of the Engineer at the time of the first submission of shop drawings and other drawings for consideration. The Engineer's review of any drawings shall not release the Contractor from responsibility for any variation from the Contract Documents; nor will any review by the Engineer relieve Contractor from responsibility or omissions in the Shop Drawing. Shop drawings shall be submitted according to a schedule prepared jointly by the Contractor and the Engineer.

- A. Contractor's Certification: When submitted for the Engineer's review, shop drawings shall bear the Contractor's certification that he has reviewed, checked, and approved the shop drawings, that they are in harmony with the requirements of the Project and with the provisions of the Contract Documents, and that he has verified all field measurements and construction criteria, materials, catalog numbers and similar data. Contractor shall also certify that the work represented by the shop drawings is recommended by the Contractor and that the Contractor's Guaranty will fully apply.

ARTICLE 3.4 - EQUIPMENT DATA

The Contractor shall submit for the Engineer's review complete catalog data for every manufactured item of equipment and all components to be used in the work, including specific performance data, material description, rating, capacity, working pressure, material gage or thickness, brand name, catalog number and general type. This submission shall be compiled by the Contractor and reviewed and approved by the Engineer before any of the equipment is ordered.

ARTICLE 3.5 - REJECTED WORK AND MATERIALS

Any defective work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, shall be removed within ten (10) days after written notice is given by the Owner, and the work shall be re-executed by the Contractor. The fact that the Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

- A. Should the Contractor fail to remove rejected work or materials within ten (10) days after written notice to do so, the Owner may remove them and may store the materials.
- B. Correction of faulty work after final payment shall be in accordance with Section 5, Article 11.

ARTICLE 3.6 - CUTTING AND PATCHING

The Contractor shall do all necessary cutting and patching of the work that may be required to properly receive the work of the various trades or as required by the Drawings and Specifications to complete the structure. He/she shall restore all such cut or patched work as approved by the Engineer. Cutting of existing structure that may endanger the work, adjacent property, workmen or the public shall not be done.

ARTICLE 3.7 - CHARACTER OF WORKMEN

The Contractor shall at all times be responsible for the conduct and discipline of his/her employees and/or any Subcontractor or persons employed by Subcontractors. All workmen must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any foreman or workman employed by the Contractor or Subcontractor who does not perform his work in a skillful manner or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the Owner, be discharged immediately and shall not be employed again in any portion of the work without the approval of the Owner.

SECTION 4 - INSURANCE, LEGAL RESPONSIBILITY AND SAFETY

ARTICLE 4.1 - INSURANCE REQUIREMENTS

The Contractor agrees to purchase from a company lawfully authorized to do business in the State of Indiana, with a rating of no lower than (A-) by AM Best rating or other rating services. The insurance must be maintained without interruption from the date of commencement of the Contractor's work. The Contractor will not permit any Subcontractor to commence work on this project until the same insurance requirements have been complied with by each Subcontractor.

The following is the minimum limits of coverage acceptable:

WORKERS COMPENSATION

\$100,000 Each Accident
\$500,000 Disease Policy Limit
\$500,000 Disease Each Employee

If Workers Compensation is not required, as Contractor is operating as an sole proprietor, partnership, or member of a LLC, Contractor will provide a validated "Waiver" from the State of Indiana.

AUTOMOBILE

\$1,000,000 Combined Single Limit. Covered autos include owned, hired and non-owned.

COMMERCIAL GENERAL LIABILITY

\$1,000,000 Each Occurrence

\$1,000,000 Personal and Advertising Injury

\$2,000,000 Products and Completed Operations Aggregate

\$2,000,000 General Aggregate

Contractor's insurance shall be PRIMARY and NON-CONTRIBUTORY (including, but not limited to contribution by equal shares) basis to the Owner. The Contractor's policy will be amended to reflect this requirement.

Indemnity: Included in such insurance will be contractual coverage sufficiently broad to insure the provisions of Section 4, Article 6.

UMBRELLA

\$1,000,000 Each Occurrence

\$2,000,000 Aggregate

RAILROAD PROTECTIVE INSURANCE

If applicable, before commencement of work under or across a railroad, the Contractor shall obtain, at his own cost, Railroad Protective Insurance in accordance with the requirements of the specified railroad.

BUILDER'S RISK "ALL RISK" INSURANCE

If the project includes construction of a building, before commencement of the work, the Contractor shall submit written evidence that he has obtained, for the period of the Contract, Builders' Risk "All-Risk" Completed Value Insurance coverage, including Flood and Earthquake, upon the entire project which is the subject of this Contract and including completed work and work in progress. Such insurance shall include as Additional Named Insureds: The Owner and the Engineer and each of their employees and agents; and any other persons with an insurable interest designated by the Owner as an Additional Named Insured. If such insurance has a deductible clause, the amount deductible shall not exceed \$250.00.

ARTICLE 4.2 - ADDITIONAL INSURED REQUIREMENT

Contractor must name the Town of Mooresville, Indiana as an ADDITIONAL INSURED with respect to the General Liability policy (form CG2010 or equivalent). The Contractor's policy will be amended

to reflect this requirement. The Contractor shall provide a Waiver of Subrogation in favor of the Owner.

ARTICLE 4.3 - CERTIFICATES OF INSURANCE

Contractor must furnish a Certificate of Insurance on the ACORD (form 25-S) prior to the commencement of the subcontractor's work. The certificate and the insurance policy must be endorsed to reflect the insurance will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the Town of Mooresville, Indiana. Should any policy be cancelled before final payment by the Owner to the Contractor and the Contractor fails immediately to procure other insurance as specified, the Owner reserves the right to procure such insurance and to deduct the cost thereof from any sum due the Contractor under this Contract.

The Certificate must read: Town of Mooresville, Indiana is an Additional Insured with respects to General Liability.

ARTICLE 4.4 - ADEQUACY OF PERFORMANCE

Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guaranty period. Should such insurance be cancelled before the end of the guaranty period and the Contractor fails immediately to procure other insurance as specified, the Owner reserves the right to procure such insurance and to charge the cost thereof to the Contractor.

ARTICLE 4.5 - PAYMENT OF DAMAGES

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract.

ARTICLE 4.6 - INDEMNITY

The Contractor shall hold harmless, indemnify and defend the Owner and the Engineer and each of their employees and agents, from any and all liability claims, losses or damage arising or alleged to arise from the performance of the work described herein, but not including the sole negligence of the Owner or the Engineer.

ARTICLE 4.7 - PATENTS AND ROYALTIES

If any design, device, material or process covered by patent or copyright is used by the Contractor, he shall provide for such use by legal agreement with the owner of the patent or a duly authorized licensee of such owner, and shall save harmless the Owner and Engineer from any and all loss or expense on account thereof, including its use by the Owner.

ARTICLE 4.8 - PERMITS

All permits and licenses (except as listed hereafter) necessary for the prosecution of the work shall be secured and paid for by the Contractor.

The permits for construction within or across public or private property, rights-of-way or easements of highways, railroads, gas lines, electric power transmission lines, water lines,

telephone lines, telegraph lines, levees, or other utilities shall be secured and paid for by the Owner, excepting any bonds or insurance required by the affected agency or utility.

ARTICLE 4.9 - ASSIGNMENT OF CONTRACT

Neither the Contractor nor the Owner shall sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

ARTICLE 4.10 - WARNING SIGNS AND BARRICADES

The Contractor shall provide adequate signs, barricades, warning lights and watchmen and take all necessary precautions for the protection of the work and safety of the public. All barricades and obstructions shall be protected at night by suitable signal lights which shall be kept operative from sunset to sunrise. Barricades shall be of substantial construction and shall be painted such as to increase their visibility at night. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction, barricades or detours exist.

ARTICLE 4.11 - PUBLIC CONVENIENCE

The Contractor shall at all times conduct his work so as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property. No road or street shall be closed to the public except with the permission of the proper authorities. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches, which shall not be obstructed.

ARTICLE 4.12 - SAFETY

In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property affected directly or indirectly by his operations during the performance of the work. This requirement will apply continuously 24 hours per day until acceptance of the work by the Owner and shall not be limited to normal working hours.

ARTICLE 4.13 - SANITARY PROVISIONS

The Contractor shall provide and maintain such sanitary accommodations for the use of his employees and those of his subcontractors as may be necessary to comply with the requirements and regulations of the local and state departments of health.

ARTICLE 4.14 - WAGE RATES AND LABOR REQUIREMENTS (If required by Federal law)

General: If required by Federal law, Contractors performing work on this project must fulfill requirements of the Davis-Bacon Act, the Copeland Anti-Kickback Act, the Contract Work Hours Standards Act, and Executive Order No. 11246. Section 601 of the Civil Rights Act also applies to this project.

Each laborer or mechanic of the Contractor or Subcontractor engaged in work on the project, under this Contract in the trade or occupation listed, shall be paid not less than this hourly wage

rate set forth, regardless of any contractual relationship which may be alleged to exist between the Contractor of any Subcontractors and such laborers and mechanics.

Note: The Engineer will endeavor to see that wage rates are established at the earliest possible date and subsequently issued in the form of an addendum at least ten (10) days prior to the date of receiving bids.

- A. Any laborer or mechanic employed to perform work on the project under this Contract, which work is not covered by any of the foregoing classifications, shall be paid not less than the minimum rate of wages specified herein for the classification which most nearly corresponds to the work to be performed by him/her. In the event any dispute on that question cannot be adjusted by the Engineer, the question and the information together with the recommendations of the Engineer, shall be referred for determination to the Owner's governing body or other duly designated official whose decision on the question shall be conclusive on the parties to the Contract with the same effect as if the work performed by such laborer or mechanic had been classified and the minimum rate specified herein.
- B. The foregoing specified wage rates are minimum rates only, and the Owner will not consider any claims for additional compensation made by the Contractor because of payment by the Contractor of any wage rate in excess of the applicable rate contained in this Contract. All disputes in regard to the payment of wages in excess of those specified in this Contract shall be settled by the Contractor.
- C. Employees must be paid for overtime at one and one-half (1 1/2) times regular rate for all time over forty (40) hours in any week.
- D. Except as may be otherwise required by law, all claims and disputes pertaining to the classification of labor employed on the project under this Contract shall be decided by the Owner's governing body or other duly designated officials.
- E. The minimum wage rates, if any, herein specified for apprentices shall apply only to persons working with the tools of the trade they are learning under the direct supervision of journeyman mechanics. Except as otherwise required by law, the number of apprentices, in each trade or occupation, employed by the Contractor or any Subcontractor, shall not exceed the number permitted by the applicable standards of the U.S. Department of Labor, or in the absence of such standards. The number permitted under the usual practice prevailing between the unions and the employer's associations of the respective trades or occupations.
- F. The Contractor shall post at appropriate conspicuous points at the site of the project a schedule showing all determined minimum wage rates for the various classes of laborers and mechanics to be engaged in work on the project under this Contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

- G. As work progresses, the Contractor must submit to the Owner a copy of all weekly payrolls and required attachments stipulated therein.
- H. All weekly payrolls shall be submitted on the HUD Form WH-347 or contain all of the information included on the HUD Form WH-347.
- I. All Prime Contractors shall include the wage determination and all the labor standards provisions in all subcontracts as herein specified.
- J. The Contractor shall make employment records available for inspection by applicable authorized representatives of local, state and federal government, and will permit employees to be interviewed during working hours by these representatives. Payroll records will be maintained during the course of the work by the General Contractor, including a copy of the payroll of each Subcontractor, and they shall be preserved for a period of five (5) years thereafter.
- K. Each monthly engineering estimate must be accompanied by the following certificate executed by each Prime Contractor employing mechanics and laborers at the site:

Principal Contractor _____

Project Name _____

I, _____, as official representative of the above-named Principal Contractor, do hereby certify as follows:

All Labor Standards Requirements have been fulfilled by the Principal Contractor and all Subcontractors under this Contract; or

There is an honest dispute regarding the required provisions. Explanation:

(Signature)

(Title)

1. In the event of a violation of the Labor Standards provisions of the Contract by the General Contractor or any Subcontractor, the Owner may, after notice to the Contractor, suspend further payments or proceed to terminate the Contract.

SECTION 5 - PROGRESS AND COMPLETION OF WORK

ARTICLE 5.1 - NOTICE TO PROCEED

The Notice to Proceed shall be given by the Owner to the Contractor no later than fifteen (15) days after the following items have been completed:

- A. Execution of the Contract Documents by Owner and Contractor.
- B. Approval of Contract Documents by applicable local, State or Federal agencies.
- C. Availability of project funds.
- D. Procurement of Easements or Rights of Entry and Permits.

However, Notice to Proceed may be accepted by the Contractor, at his option, prior to finalization of all easement acquisition, rights of entry, and permitting. In such case, no commitment for additional project time or monies has been extended by the Owner.

Upon receipt of the Notice to Proceed, the Contractor may begin the work immediately, but in no case later than fifteen (15) days thereafter, and shall prosecute the work regularly and uninterruptedly thereafter with such force as to secure the completion of the work within the Contract time.

ARTICLE 5.2 - SCHEDULE OF COMPLETION

Within fifteen (15) days of issuance of the Notice to Proceed, the Contractor shall submit for the review and approval of the Engineer, schedules showing the order in which the Contractor proposes to carry on the work, with dates at which the Contractor will start the various parts of the work, and estimated time to complete each part of the work. No request for payment will be accepted by the Engineer until such schedule has been reviewed and approved by the Engineer. The purpose of this schedule is to assist the Engineer in monitoring the organization and rate of progress of the work.

ARTICLE 5.3 - CHANGES IN THE WORK (CHANGE ORDER)

The Owner may, as the need arises, order changes in the work through additions, deletions, or modifications in the appropriate proportion of the Contract Amount, without invalidating the Contract. Compensation and time of completion affected by the change shall be adjusted at the time of ordering such change.

ARTICLE 5.4 - EXTRA WORK (CHANGE ORDER)

New and/or unforeseen items of work found to be necessary by the Engineer or Owner and which cannot be covered by any item or combination of items for which there is an established Contract price, shall be classed as Extra Work. The Contractor shall do such Extra Work and furnish such materials as may be required for the proper completion or construction of the work contemplated, upon written order of the Owner as approved by the Engineer. In the absence of such written

order, no claim for Extra Work shall be considered. Extra Work shall be performed in accordance with these Contract Documents where applicable and work not covered by such shall be done in accordance with the best construction practice and in a workmanlike manner. Extra Work required in an emergency to protect life and property shall be performed by the Contractor as required (see Section 2, Article 2G.).

ARTICLE 5.5 - EXTENSION OF CONTRACT TIME (CHANGE ORDER)

A delay beyond the Contractor's control occasioned by an Act of God, by act or omission on the part of the Owner or by strikes, lockouts, fire, etc. may entitle the Contractor to an extension of time in which to complete the work, provided, however, that the Contractor shall immediately give written notice to the Owner of the cause of such delay.

- A. Act of God shall mean an earthquake, flood, cyclone, or other cataclysmic phenomenon of nature. Rain, wind, flood, or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God and no reparation shall be made to the Contractor resulting there from.

ARTICLE 5.6 - USE OF COMPLETED PORTIONS

The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired. Such possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the completion of uncompleted work or causes refinishing of completed work, the Contractor shall be entitled to such extra compensation or extension of time or both, as agreed by the Owner.

ARTICLE 5.7 - REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS AND SUPPLIES

At the termination of this Contract, before acceptance of the work by the Owner, the Contractor shall remove all of his equipment, tools and supplies from the property of the Owner. Should the Contractor fail to remove such equipment, tools and supplies, the Owner shall have the right to remove them at the expense of the Contractor.

ARTICLE 5.8 - CLEANING UP

The Contractor shall remove from the Owner's property, and from all public and private property, all temporary structures, rubbish, and waste materials resulting from his operation or caused by his/her employees, and shall remove all surplus materials leaving the site smooth, clean and true to line and grade.

ARTICLE 5.9 - ENGINEER'S CERTIFICATE OF SUBSTANTIAL COMPLETION

When the work to be performed under this Contract is substantially completed in accordance with the Contract Documents, the Engineer may prepare an Engineer's Certificate of Substantial Completion to be acknowledged and accepted by the Owner and the Contractor. The Certificate may list items to be completed or corrected; and such Certificate shall not relieve the Contractor of his obligation to complete all work, whether listed or not, in accordance with the Contract

Documents nor will it preclude any right the Owner may have for recourse in accordance with the Contract Documents.

ARTICLE 5.10 - TERMINATION OF CONTRACTOR'S RESPONSIBILITY

The Contract will be considered complete when all work has been finished, the final review made up by the Engineer, and the project accepted in writing by the Owner. The Contractor's responsibility shall then cease, except as set forth in his Performance and Payment Bonds, and as provided for in Section 5, Article 11, Correction of Faulty Work After Final Payment.

ARTICLE 5.11 - CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT

The making of the final payment by the Owner to the Contractor shall not relieve the Contractor of responsibility for faulty materials or workmanship. The Contractor shall promptly replace any such defects discovered within one year from the date of written acceptance of the work.

ARTICLE 5.12 - LIQUIDATED DAMAGES

In the event the Contractor fails to complete satisfactorily the entire work contemplated and provided for under this Contract on or before the date of completion determined as described elsewhere herein, the Owner shall deduct from the monies due the Contractor the sum of Five Hundred Dollars (\$500.00) for each calendar day (Sundays and legal holidays excluded) of delay, which sum is agreed upon not as a penalty but as a fixed and liquidated damage for each day of such delay, to be paid in full and subject to no deduction, it being understood and agreed that the time of completion is of the essence. If the monies due the Contractor are less than the amount of such liquidated damages, then the Contractor or his surety shall pay the balance to the Owner.

SECTION 6 - PAYMENTS TO THE CONTRACTOR

ARTICLE 6.1 - DETAILED BREAKDOWN OF CONTRACT AMOUNT

Except in cases where unit prices form the basis for payment under the Contract, the Contractor shall, within ten (10) days of receipt of Notice to Proceed, submit a complete breakdown of the Contract Amount showing the value assigned to each part of the work, including an allowance for profit and overhead. Upon approval of the breakdown of the Contract Amount by the Engineer, it shall be used as the basis for all Requests for Payment.

ARTICLE 6.2 - REQUESTS FOR PAYMENT

The Contractor may submit to the Owner periodically, but not more than once each month, a Request for Payment for work done and materials delivered to and stored on the site. The Contractor shall furnish the Owner all reasonable information required for obtaining the necessary data relative to the progress and execution of the work. Payment for materials stored on the site will be conditioned upon evidence submitted to establish the Owner's title to such materials. Each Request for Payment shall be computed on the basis of work completed on all items listed in the Detailed Breakdown of Contract (or on unit prices, as the case may be), less ten percent (10%) retainage (to be held per Indiana statute) and less previous payments.

ARTICLE 6.3 - ENGINEER'S ACTION ON A CONTRACTOR'S REQUEST FOR PAYMENT

All Contractor's Requests for Payment shall be referred to the Engineer for his review, and within a reasonable period the Engineer shall:

- A. Recommend payment by the Owner of the Request for Payment as submitted.
- B. Recommend payment by the Owner of such other amount as the Engineer shall consider is due the Contractor, informing the Owner and the Contractor in writing of his reasons for recommending the amended amount.
- C. Recommend to the Owner that payment of the Request for Payment be withheld, informing the Contractor and the Owner in writing of his reasons for so recommending.

ARTICLE 6.4 - OWNER'S ACTION ON REQUEST FOR PAYMENT

Within thirty (30) days after receipt of a Request for Payment from the Contractor, the Owner shall:

- A. Pay the Request for Payment as recommended by the Engineer.
- B. Pay such other amount, in accordance with Section 6, Article 5, as he shall decide is due the Contractor, informing the Contractor and the Engineer in writing of his reasons for paying the amended amount.
- C. Withhold payment in accordance with Section 6, Article 5, informing the Contractor and the Engineer of his reasons for withholding payment.

ARTICLE 6.5 - OWNER'S RIGHT TO WITHHOLD PAYMENT OF A REQUEST FOR PAYMENT

The Owner may withhold payment, in whole or in part, of a Request for Payment to the extent necessary to protect himself/herself from loss on account of any of the following:

- A. Defective work.
- B. Evidence indicating the probable filing of claims by other parties against the Contractor which may adversely affect the Owner.
- C. Failure of the Contractor to make payments due to Subcontractors, material suppliers or employees.
- D. Damage to another contractor.
- E. Failure of the Contractor to submit payroll records and other reports required by the Owner.

ARTICLE 6.6 - PAYMENT FOR UNCORRECTED WORK

Should the Owner direct the Contractor not to correct work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the Contract Amount shall be made to compensate the Owner for the Uncorrected Work.

ARTICLE 6.7 - PAYMENT FOR REMOVAL OF REJECTED WORK AND MATERIALS

The removal of work and materials rejected in accordance with Section 3, Article 5, and the execution of acceptable work by the Contractor shall be at the expense of the Contractor, and he shall be further obligated to pay the cost of replacing the work of other contractors destroyed or damaged by the removal of the rejected work or materials.

- A. Removal by Owner: Removal of rejected work or materials and storage of materials by the Owner, in accordance with Section 3, Article 5, shall be paid by the Contractor within thirty (30) days after written notice to pay is given by the Owner. If the Contractor does not pay the expenses of such removal and after ten (10) days' written notice, the Owner may sell the materials at auction or at private sale and pay the Contractor the net proceeds therefrom after deducting applicable costs and expenses.

ARTICLE 6.8 - PAYMENT FOR EXTRA WORK

No payment for Extra Work performed will be made by the Owner without specific prior written authorization (Change Order), except as necessitated in an emergency condition endangering life or property.

The Owner's order for Extra Work shall specify any extension of the Contract Time and one of the following methods of payment:

- A. Unit prices or combinations of unit prices which formed the basis of the original Contract.
- B. A lump sum based on the Contractor's estimate and accepted by the Owner.
- C. Actual cost plus an amount not to exceed 15 percent for overhead and profit. Actual costs are defined as follows:
 - 1. Labor costs, including all allowances for holidays, vacation, sick leave, apprentice programs, hospitalization, or other "fringe benefits".
 - 2. Labor insurance and taxes.
 - 3. Materials and supplies actually used on the work.
 - 4. Associated General Contractors of America standard rental rates on each piece of equipment having a value in excess of one hundred dollars (\$100.00). Equipment and

tools of lesser value are considered "small tools" and as such are considered to be part of overhead.

ARTICLE 6.9 - PAYMENT FOR WORK SUSPENDED BY THE OWNER

If the work or any part thereof shall be suspended by the Owner and abandoned as provided in Section 2, Article 1D, Suspension of Work by Owner, the Contractor shall be entitled to payment for all work done on the portions so abandoned.

ARTICLE 6.10 - PAYMENT FOR WORK BY THE OWNER

The cost of the work performed by the Owner, in removing construction equipment, tools, supplies or clean-up in accordance with Section 5, Articles 7 and 8, Removal of Construction Equipment, Tools and Supplies; and Clean-Up shall be paid by the Contractor directly to the Owner or may be deducted from monies due the Contractor by the Owner at the time of Acceptance and Final Payment.

ARTICLE 6.11 - PAYMENT FOR WORK BY THE OWNER FOLLOWING TERMINATION OF THE CONTRACT

Upon termination of the Contract by the Owner in accordance with Section 2, Article 1E, Owner's Right to Terminate Agreement and Complete the Work, no further payments shall be due the Contractor until the work is completed. If the unpaid balance of the Contract Amount shall exceed the cost of completing the work, including all overhead costs and damages incurred, the excess shall be paid to the Contractor. If the cost of completing the work, including damages, shall exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

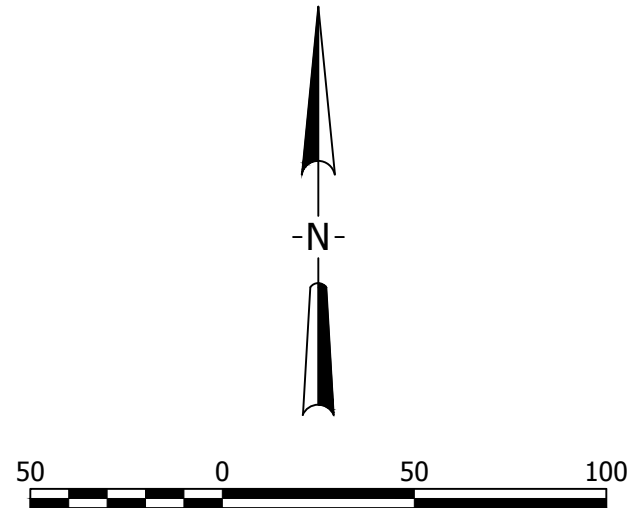
ARTICLE 6.12 - PAYMENT FOR WORK TERMINATED BY THE CONTRACTOR

Upon suspension of the work or termination of the Contract by the Contractor in accordance with Section 2, Article 2F, the Contractor's Right to Suspend Work or Terminate Agreement, the Contractor shall recover payment from the Owner for the work performed.

ARTICLE 6.13 - ACCEPTANCE AND FINAL PAYMENT

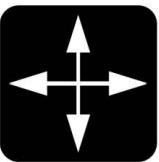
When the Contractor has completed the work in accordance with the terms of the Contract Documents, he/she shall certify completion of the work to the Owner and submit a final Request for Payment, which shall be the Contract Amount plus all approved additions, less all approved deductions and less previous payments made. The Contractor shall furnish evidence that he has fully paid all debts for labor, materials, and equipment incurred in connection with the work, and upon acceptance by the Owner, the Owner will release the Contractor except as to the conditions of the Performance Bond and Labor and Material Payment Bond, any legal rights of the Owner, required guaranties, and Correction of Faulty Work after Final Payment, and will pay the Contractor's final Request for Payment. The Contractor shall allow sufficient time between the time of completion of the work and approval of the final Request for Payment for the Engineer to assemble and check the necessary data.

END OF SECTION



SIGN NO.	TYPE	SIZE	POST TYPE	ANCHOR BASE	POST LENGTH
1	W3-3	30 x 30	1- TYPE 1, SQUARE POST	REINFORCED	9'-3"
2	W3-3	30 x 30	1- TYPE 1, SQUARE POST	REINFORCED	9'-3"
3	W3-3	30 x 30	1- TYPE 1, SQUARE POST	REINFORCED	9'-3"
4	W3-3	30 x 30	1- TYPE 1, SQUARE POST	REINFORCED	9'-3"

SIGN NO.	DISTANCE FROM STOP BAR (FT)
1	100
2	400
3	175
4	400



Traffic Engineering Inc.
PO Box 555 - Danville, Indiana 46122
866-255-5959

INDIANA
DEPARTMENT OF TRANSPORTATION

DESIGN ENG. 

DATE: 3/6/2023



SIGN PLAN
SR 67 AT MERRIMAN ROAD
MORGAN COUNTY, INDIANA

CONTRACT NO.

DRAWN BY
HST

SCALE:		
YEAR	SHEET	TOTAL
2023	2	3

COMM. NO. 01-055-XXX

DES. NO. PROJECT NO.

SIGN DETAIL

Not to Scale



SIGN NUMBER	D3-1-1
WIDTH x HGHT.	4'-0" x 1'-6"
BORDER WIDTH	0.5"
CORNER RADIUS	1.5"
MOUNTING	Overhead
BACKGROUND	TYPE: Reflective
	COLOR: Green
LEGEND/BORDER	TYPE: Reflective
	COLOR: White/White

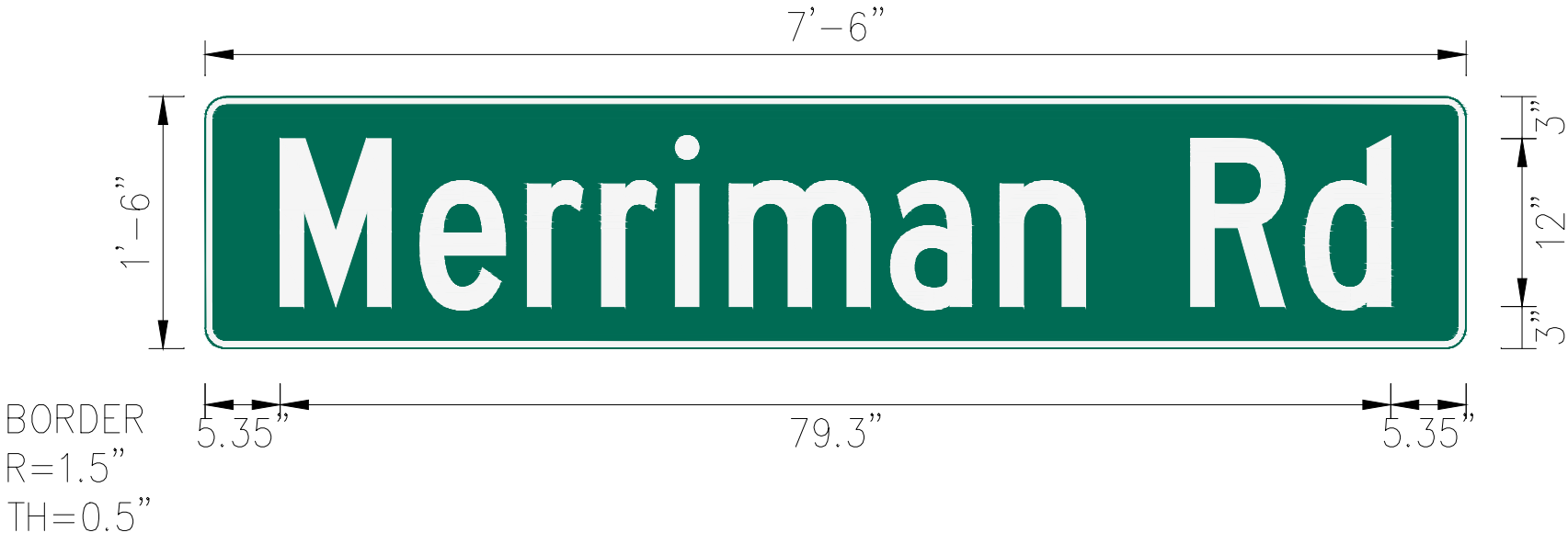
SYMBOL	ROT	X	Y	WID	HT

Dimensions are in inches and tenths. Letter locations are panel edge to lower left corner.

LETTER POSITIONS (X)																		LENGTH	SERIES/SIZE
S	R		6	7															C 2000
5.1	13.8		28	36.2														37.9	12

SIGN DETAIL

Not to Scale



SIGN NUMBER	D3-1-2
WIDTH x HGHT.	7'-6" x 1'-6"
BORDER WIDTH	0.5"
CORNER RADIUS	1.5"
MOUNTING	Overhead
BACKGROUND	TYPE: Reflective
	COLOR: Green
LEGEND/BORDER	TYPE: Reflective
	COLOR: White/White

SYMBOL	ROT	X	Y	WID	HT

Dimensions are in inches and tenths. Letter locations are panel edge to lower left corner.

LETTER POSITIONS (X)																		LENGTH	SERIES/SIZE
M	e	r	r	i	m	a	n		R	d									C 2000
5.4	15.3	23	28.3	33.6	37.4	48.9	56.7		70.4	78.5								79.3	12/9



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INDIANA
DEPARTMENT OF TRANSPORTATION


DESIGN ENG.

DATE: 3/6/2023



STREET NAME SIGNS
SR 67 AT MERRIMAN ROAD
MORGAN COUNTY, INDIANA

SCALE:			
YEAR	SHEET	TOTAL	
2023	3	3	

CONTRACT NO.

DRAWN BY
HST

COMM. NO. 01-055-XXX

DES. NO.

PROJECT NO.