ADDENDUM NO. 2

TO THE

DRAWINGS AND SPECIFICATIONS

FOR THE

TAPP ROAD PHASE III PROJECT
PW2011-40

ISSUED FROM: CITY HALL AT THE SHOWERS BUILDING
Post Office Box 100
401 North Morton Street
Bloomington, Indiana 47404

ISSUE DATE: October 17, 2011

Bid DATE: October 20, 2011

This Addendum No.2, to the drawings and specifications shall supplement, amend and become a part of the bidding documents, plans, and specifications. All bids and construction contracts shall be based on these modifications to the original contract documents.

ITEM NO. 1: Reading Rock paver clarification

Reading Rock "HydraBric" paver, if used, shall be laid in herringbone pattern. A detail for using the Reading Rock paver is attached.

ITEM NO. 2: Bridge Questions

Question received by the bridge designer and his responses and INDOT standard bridge approach details are attached.

ITEM NO. 3: General questions

The following questions were received and the response follows each question:
Is a maintenance of traffic plan available.
Yes. A maintenance of traffic plan is attached.

What are the jointing and reinforcement types and locations for the concrete pavement option?

Transverse contraction joints shall be placed at 25-foot intervals. Transverse construction joints shall be placed at 50-foot intervals.

No. 11 dowels shall be 18 inches long and shall be placed at 12-inch intervals in contraction joints and shall be epoxy coated.

A construction joint shall be placed longitudinally between the lanes.

Reinforcing steel shall be grade 40 and ½ inch diameter. Epoxy coating is not required.

Reinforcing steel shall be placed at intervals of 48 inches transversely and 14 inches longitudinally.

Where is reinforcing fiber required in concrete?

Reinforcing fiber is not required in alternate concrete option pavements A and B.

Section 03300 of the standard specifications shall not be read to require fiber reinforcement on all concrete. Fiber reinforcement shall be as shown and described on plans, CBU specifications, and INDOT standard specifications.

Is a structure data table available?

No.

Does the 300 cy rock excavation undistributed quantity include any Class X excavation or is all Class X excavation to be paid at the unit price?

Contractor shall include 100 cubic yards of undistributed Class X excavation in lump sum bid based on the unit price provided on the unit price sheet. Class X excavation quantity shall be recorded and amount under 100 cubic yards shall be subtracted from final payment. Quantities in excess of undistributed quantities for rock excavation and for Class X excavation shall be paid at the unit price sheet rate in addition to the lump sum payment for the project.

i.e. If final quantity of rock excavation is 350 cy and Class X excavation is 75 cy, contractor's final payment shall be: Lump Sum + (50 cy * rock excavation unit price) – (25 cy * Class X excavation unit price).

Contractor shall use the attached revised bid form.

ITEM NO. 3: Sample Contract

A revised sample contract is attached. Section 4.18 is new.

ITEM NO. 4: Drives – concrete apron

Drives at the following four locations shall be pavement C from edge of traveled way to back of sidewalk, and shall be pavement J from back of sidewalk to construction limit:
Station 45+83 Right
Station 45+94.5 Left
Station 48+59.25 Left
Station 56+85 Left

	CERTIFIED BY: JOYCE A. WILLIAMS, P.E. CITY OF BLOOMINGTON STATE OF INDIANA

Acknowledge receipt of the addendum by submitting a signed copy with your bid proposal.

RECEIVED BY: CONTRACTOR (FIRM AND ADDRESS)

_____

_____

_____

SIGNATURE: _____ **DATE:** _____

PRINTED NAME: _____

TITLE: _____

StormLock® Permeable Concrete Pavers

HydraBric™, HydraStone®, EcoFlo® & Eco Tri-Paver Specification

Note: *This guide specification for U.S. applications describes construction of permeable interlocking concrete pavers on a permeable, open-graded crushed stone bedding layer (typically No.9 stone). This layer is placed over an open-graded base (typically No. 8 stone) and sub-base (typically No. 2 stone). The pavers and bedding layer are placed over an open-graded crushed stone base with exfiltration to the soil subgrade. In low infiltration soils or installations with impermeable liners, some or all drainage is directed within 24-36 hours to an outlet* ***via perforated drain pipes in the subbase****. While this guide specification does not cover excavation, liners and drain pipes, notes are provided on these aspects.*

The text must be edited to suit specific project requirements. It should be reviewed by a qualified civil or geotechnical engineer, or landscape architect familiar with the site conditions. Edit this specification term as necessary to identify the design professional in the General Conditions of the Contract.

PART 1 GENERAL

1.00 MANUFACTURER

A, AMERICAN RECOVERY & REINVESTMENT ACT (ARRA) COMPLIANT

1. Reading Rock manufactured products are fully compliant with the "Buy America" Requirements of the American Recovery & Reinvestment Act of 2009. (aka: Stimulus or Recovery Act)
2. National Pre-Cast Concrete Association (NPCA) Certified Plant

1.01 SUMMARY

A. Section Includes

1. Permeable interlocking concrete pavers.
2. Crushed stone bedding material.
3. Open-graded subbase aggregate.
4. Open-graded base aggregate.
5. Bedding and joint/opening filler materials.
6. Edge restraints.
7. [Geotextiles].

B. Related Sections

1. Section [_____]: Curbs.
2. Section [_____]: [Stabilized] aggregate base.
3. Section [_____]: [PVC] Drainage pipes
4. Section [_____]: Impermeable liner.
5. Section [_____]: Edge restraints.
6. Section [_____]: Drainage pipes and appurtenances.
7. Section [_____]: Earthworks/excavation/soil compaction

1.02 REFERENCES

A. American Society for Testing and Materials (ASTM)
   1. C 131, Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.
   2. C 136, Method for Sieve Analysis for Fine and Coarse Aggregate
   3. C 140, Standard Test Methods for Sampling and Testing Concrete Masonry Units and Related Units.
   4. C 936, Standard Specification for Solid Interlocking Concrete Pavers
   5. C 1645, Standard test method for Freeze – thaw and De-icing Salt Durability of solid concrete interlocking paving units.
   6. C 979, Specification for Pigments for Integrally Colored Concrete.
   7. D 448, Standard Classification for Sizes of Aggregate for Road and Bridge Construction.
   7. D 698, Test Methods for Moisture Density Relations of Soil and Soil Aggregate Mixtures Using a 5.5-lb (2.49 kg) Rammer and 12 in. (305 mm) drop.
   9. D 1557, Test Methods for Moisture Density Relations of Soil and Soil Aggregate Mixtures Using a 10-lb (4.54 kg) Rammer and 18 in. (457 mm) drop.
   10. D 1883, Test Method for California Bearing Ratio of Laboratory-Compacted Soils.
   11. D 2922, Standard Test Methods for Density of Soil and Soil-Aggregate In-Place by Nuclear Methods (Shallow Depth)
   11. D 4254, Standard Test Methods for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density.

1.03 SUBMITTALS

A. In accordance with Conditions of the Contract and Division 1 Submittal Procedures Section.
B. Manufacturer's drawing and details: Indicate perimeter conditions, junction with other materials, expansion and control joints, paver [layout,] [patterns,] [color arrangement,] installation [and setting] details. Indicate layout, pattern, and relationship of paving joints to fixtures and project formed details.
C. Minimum 3 lb (2 kg) samples of subbase, base and bedding aggregate materials.
D. Sieve analysis of aggregates for subbase, base and bedding materials per ASTM C 136.
E. Soils report indicating density test reports, classification, and infiltration rate measured on-site under compacted conditions, and suitability for the intended project.
F. Erosion and sediment control plan.
G. [Stormwater management (quality and quantity) calculations.]
H. Permeable concrete pavers:
   1. Manufacturer's submittal color sheets with specifications.
   2. [Four] representative full-size samples of each paver type, thickness, color, and finish. Submit samples indicating the range of color expected in the finished installation.
   3. Accepted samples become the standard of acceptance for the work of this Section.
   4. Laboratory test reports certifying compliance of the concrete pavers with ASTM C 936.
   5. Manufacturer's material safety data sheets for the safe handling of the specified materials and products.
   6. Manufacturer's written quality control procedures including representative samples of production record keeping that ensure conformance of paving products to the project specifications.
H. Paver Installation Subcontractor:
   1. A copy of Subcontractor's current certificate from the Reading Rock Concrete Paver Installer Certification program or equivalent.
   2. Job references from projects of a similar size and complexity. Provide Owner/Client/General Contractor names, postal address, phone, fax, and email address.
   3. Written Method Statement and Quality Control Plan that describes material staging and flow, paving direction and installation procedures, including representative reporting forms that ensure conformance to the project specifications.

1.04 QUALITY ASSURANCE

A. Paver Installation Subcontractor Qualifications:
   1. Utilize a commercial installer having successfully completed concrete paver installation similar in design, material and extent indicated on this project.
   2. Utilize an installer holding a current certificate from the Interlocking Concrete Pavement Institute Concrete Paver Installer Certification program or equivalent.

B. Regulatory Requirements and Approvals: [Specify applicable licensing, bonding or other requirements of regulatory agencies.].

C. **Pre-Construction Meeting**: General Contractor project manager shall schedule this meeting with all parties listed to review the manufacturers' quality control plan, paver installation subcontractor's Method Statement and Quality Control Plan. Attendees will include a representative from Reading Rock, paver installation subcontractor, landscape architect, civil engineer, architect, and owner's agent.

D. Field Quality Control: Owner will assume all costs related in obtaining any or all test results for their particular paver project.

E. Mock-Ups:
   1. Install an approx. 3' x 3' paver area.
   2. Use this area to determine surcharge of the bedding layer, joint sizes, lines, laying pattern(s), color(s) and texture of the job.
   3. This area will be used as the standard by which the work will be judged.
   4. Subject to acceptance by owner, mock-up may be retained as part of finished work.
   5. If mock-up is not retained, remove and properly dispose of mock-up.

1.05 DELIVERY, STORAGE, AND HANDLING

A. General: Comply with Division 1 Product Requirement Section.

B. Comply with manufacturer's ordering instructions and lead-time requirements to avoid construction delays.

C. Delivery: Deliver materials in manufacturer's original, unopened, undamaged container packaging with identification tags intact on each paver bundle.
   1. Coordinate delivery and paving schedule to minimize interference with normal use of buildings adjacent to paving.
   2. Deliver concrete pavers to the site in steel banded, plastic banded, or plastic wrapped cubes capable of transfer by forklift or clamp lift.
   3. Unload pavers at job site in such a manner that no damage occurs to the product or existing construction

D. Storage and Protection: Store materials in protected area such that they are kept free from mud, dirt, and other foreign materials.

E. Visual Inspection: All units shall be sound and free of defects that would interfere with proper placing of the unit or impair the strength or permanence of the construction. Minor cracks incidental to the usual methods of manufacture, or minor chipping resulting from customary methods of handling in shipping and delivery, shall not be deemed as grounds for rejection.

1.06 ENVIRONMENTAL REQUIREMENTS

A. Do not install in rain or snow.

B. Do not install frozen bedding materials.

1.07 MAINTENANCE

A. Extra materials: Provide [Specify area] [Specify percentage] additional material for use by owner for maintenance and repair.

B. Pavers shall be from the same production run as installed materials.

PART 2 PRODUCTS

Note: Some projects may include permeable and solid interlocking concrete pavements. Specify each product as required.

A. Manufacturer: Reading Rock, Inc. 4600 Devitt Dr. Cincinnati, OH 45246 O: 800.482.6466
   1. Contact: **Greg Cooper - Specification Manager** C: 513.314.8787 or cooperg@readingrock.com

B. Basis of Design Permeable Interlocking Concrete Paver Units:
   1. Paver Type:_____(Specify name of product group, series, etc.)
      a. Material Standard: Comply with ASTM C 936.
      b. Color: _____(Specify color).
      c. Color Pigment Material Standard: Comply with ASTM C 979.
      d. Size:[Specify.] inches [({Specify.}mm)] x [Specify.] inches [({Specify}mm)] x [Specify.] inches [({Specify.} mm)] thick.

Note: When 3 1/8 in. (80 mm) thick pavers are specified, their compressive strength test results per ASTM C 140 should be adjusted by multiplying by 1.18 to equate the results to that from 2 3/8 in. (60 mm) thick pavers as per ICPI Technical Bulletin _____.

2.01 PERMISSIBLE VARIATIONS IN DIMENSIONS

A. Length of width of units shall not differ by more than plus or minus 1/16 in. from approved samples. Heights of units shall not differ by more than plus or minus 1/8 in. from the specified standard dimension.

2.02 PRODUCT SUBSTITUTIONS

A. No substitutions permitted.

2.03 CRUSHED STONE FILLER, BEDDING, BASE AND SUBBASE

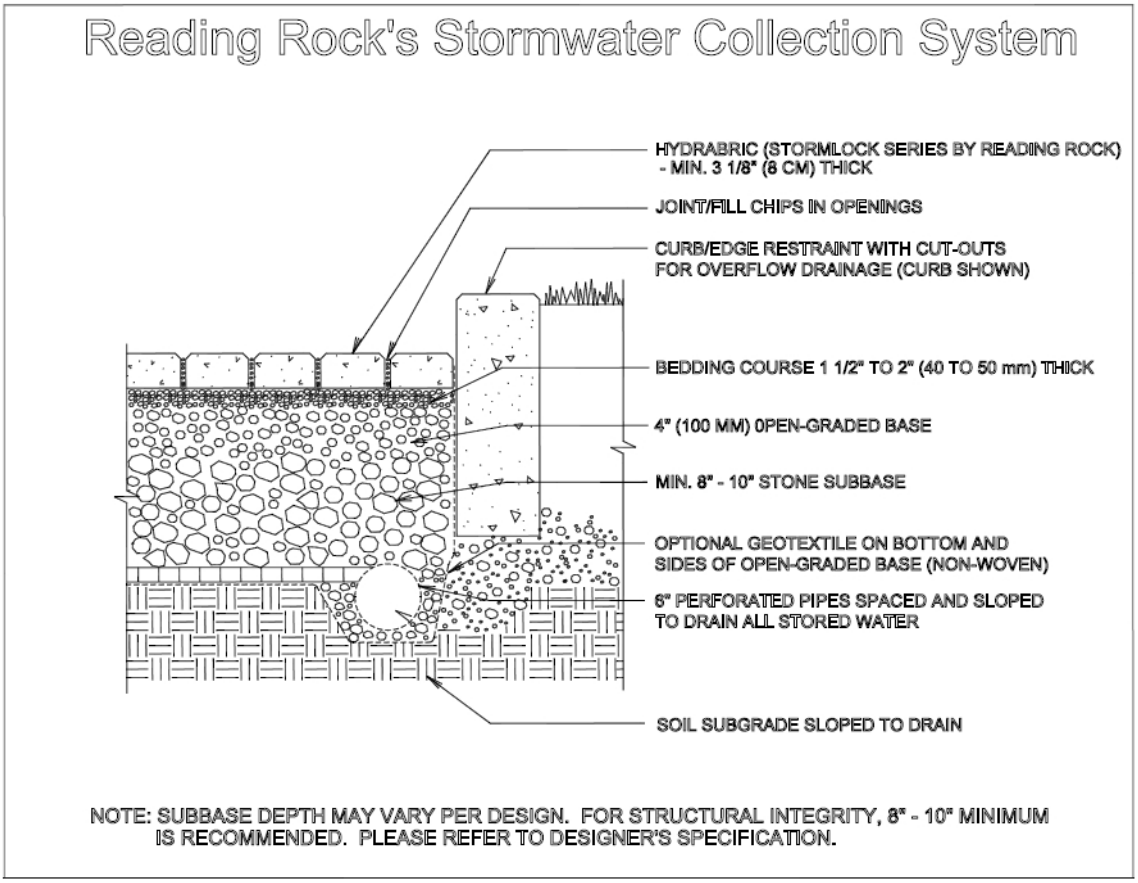
A. Crushed stone with 90% fractured faces, LA Abrasion < 40 per ASTM C 131, minimum CBR of 80% per ASTM D 1883.
B. Do not use rounded river gravel.
C. All **Sub-Base aggregates** will be no > 2% passing the No. 200 sieve.
D. All **Base** and **Bedding aggregates** shall be washed with less then 1% passing the No. 200 sieve.
D. Joint/opening filler, bedding, base and sub-base conforming to ASTM D 448 gradation.

Aggregate Table:

States	Sub-base	Base	Bedding	Joint/Fill Chips
Ohio	ASTM No.2	ASTM No.57	ASTM No.9	ASTM No.9
Kentucky	ASTM No.2	ASTM No.57	ASTM No.9	ASTM No.9
Indiana	INDOT No.2	INDOT No.8	INDOT No.11	INDOT No.11

***Note:* Reading Rock recommends (if available) washed ASTM No.11 Joint/Fill Chips for the HydraStone paver.**

1. D_{15} base stone /D_{50} bedding stone < 5.
2. D_{50} base stone/D_{50} bedding stone > 2.



<u>NOTE:</u> BITUMINOUS SETTING BED APPLICATIONS
ASTM C-936 allows for dimensional tolerances of plus or minus 1/8” in height of a paver. The allowable height difference may be more noticeable on units installed over a level and/or rigid bituminous setting bed throughout the field of pavers. This does not constitute as defective product.

2.04 ACCESSORIES

A. Provide accessory materials as follows:

Note: Curbs will typically be cast-in-place concrete or precast set in concrete haunches. Concrete curbs may be specified in another Section. Do not use plastic edging with steel spikes to restrain the paving units.

1. Edge Restraints
   a. Manufacturer: [Specify manufacturer.].
   b. Material: [Pre-cast concrete] [Cut stone] [Concrete].
   b. Material Standard: [Specify material standard.].

2. Non-woven Geotextile Fabric: (Optional)
   a. Material Type and Description: [Specify material type and description.].
   b. Material Standard: [Specify material standard.].
   c. Manufacturer: [Acceptable to interlocking concrete paver manufacturer]]

PART 3 EXECUTION

3.02 EXAMINATION

Note: The elevations and surface tolerance of the soil subgrade determine the final surface elevations of concrete pavers. The paver installation contractor cannot correct deficiencies excavation and grading of the soil subgrade with additional bedding materials. Therefore, the surface elevations of the soil subgrade should be checked and accepted by the General Contractor or designated party, with written certification presented to the paver installation subcontractor prior to starting work.

A. Acceptance of Site Verification of Conditions:
   1. General Contractor shall inspect, accept and certify in writing to the paver installation subcontractor that site conditions meet specifications for the following items prior to installation of interlocking concrete pavers.

Note: Compaction of the soil subgrade should be determined by the project engineer. If the soil subgrade requires compaction, compact to a minimum of 95% standard Proctor density per ASTM C 698. Compacted soil density and moisture should be checked in the field with a nuclear density gauge or other test methods for compliance to specifications. Stabilization of the soil and/or base material may be necessary with weak or continually saturated soils, or when subject to high wheel loads. Compaction will reduce the permeability of soils. If soil compaction is necessary, reduced infiltration may require drain pipes within the open-graded sub base to conform to local storm drainage requirements.

      a. Verify that subgrade preparation, compacted density and elevations conform to specified requirements.
      b. Provide written density test results for soil subgrade to the Owner, General Contractor and paver installation subcontractor.
      c. Verify location, type, and elevations of edge restraints, [concrete collars around] utility structures, and drainage pipes and inlets.

   2. Do not proceed with installation of bedding and interlocking concrete pavers until subgrade soil conditions are corrected by the General Contractor or designated subcontractor.

3.03 PREPARATION

A. Verify that the soil subgrade is free from standing water.
B. Stockpile joint/opening filler, base and subbase materials such that they are free from standing water, uniformly graded, free of any organic material or sediment, debris, and ready for placement.
C. Edge Restraint Preparation:
   1. Install edge restraints per the drawings [at the indicated elevations].

3.04 INSTALLATION

Note: The minimum slope of the soil subgrade should be 0.5%. Actual slope of soil subgrade will depend on the drainage design and exfiltration type. All drainpipes, observation wells, overflow pipes, geotextile (if applicable) and impermeable liner (if applicable) should be in place per the drawings prior to or during placement of the subbase and base, depending on their location. Care must be taken not to damage drainpipes during compaction and paving. No mud or sediment can be left on the base or bedding aggregates. If they are contaminated, they must be removed and replaced with clean materials.

A. General
   1. Any excess thickness of soil applied over the excavated soil subgrade to trap sediment from adjacent construction activities shall be removed before application of the [geotextile] and subbase materials.

2. Keep area where pavement is to be constructed free from sediment during entire job. [Geotextiles] Base and bedding materials contaminated with sediment shall be removed and replaced with clean materials.
3. Do not damage drainpipes, overflow pipes, observation wells, or any inlets and other drainage appurtenances during installation. Report any damage immediately to the project engineer.

B. Geotextiles
1. Place on [bottom and] sides of soil subgrade. Secure in place to prevent wrinkling from vehicle tires and tracks.
2. Overlap a minimum of [0.3 in (12 in.)] [0.6 m (24 in.)] in the direction of drainage.

C. Open-graded subbase and base
1. Moisten, spread and compact the sub-base in 4 to 6 in. (100 to 150 mm) lifts [without wrinkling or folding the geotextile. Place subbase to protect geotextile from wrinkling under equipment tires and tracks.]
2. For each lift, make at least two passes in the vibratory mode then at least two in the static mode with a minimum 10 t (10 T) vibratory roller until there is no visible movement of the sub-base stone. Do not crush aggregate with the roller.
3. The surface tolerance of the compacted sub-base shall be ±2 1/2 in. (± 65mm) over a 10 ft (3 mm) straightedge.
4. Moisten, spread and compact base stone in 100 mm (4 in.) lift over the compacted sub-base with a minimum 10 t (10 T) vibratory roller until there is no visible movement of the base stone. Do not crush aggregate with the roller.
5. The surface tolerance the compacted base stone should not deviate more than. ±1 in. (25 mm) over a 10 ft (3 m) straightedge.

D. **SUB-BASE STONE INSPECTION:** Reading Rock requires the site contractor/excavator to notify the local Reading Rock representative, general contractor/project manager, specifier, landscape architect, civil engineer, owner agent and paver installation contractor to inspect and sign off on compliance of only the **Sub-Base (No. 2)** aggregates after installation. By not doing so the site contractor assumes all liability and costs associated for any infiltration and/or structural support problems that might occur due to not conforming to the installation specifications.

Note: In-place density of the base and subbase may be checked per ASTM D 4254. Compacted density should be 95% of the laboratory index density established for the subbase and base stone.

E. Bedding layer
1. Moisten, spread and screed the stone bedding material.
2. Fill voids left by removed screed rails with bedding stone.
3. The surface tolerance of the screeded bedding layer shall be ±3/8 in (10 mm) over a 10 ft (3 m) straightedge.
4. Do not subject screeded bedding material to any pedestrian or vehicular traffic before paving unit installation begins.

F. Permeable interlocking concrete pavers and joint/opening fill material
1. Lay the pavers [paving slabs] in the pattern(s) and joint widths shown on the drawings. Maintain straight pattern lines.
2. Fill gaps at the edges of the paved area with cut units. Cut pavers subject to tire traffic shall be no smaller than 1/4 of a whole unit.
3. Cut pavers and place along the edges with a [double-bladed splitter or] masonry saw.
4. Fill the openings and joints with joint/fill chips.
5. Chipping and surface blemishes are not uncommon and may occur due to the aggregate used when compacting the permeable paver product.

Note: Some paver joint widths may be narrow and not accept most of the No. 8 stone. Use joint material that will fill joints such as washed ASTM No. 10 stone.

5. Remove excess aggregate on the surface by sweeping pavers clean.
6 Compact and seat the pavers into the bedding material using a low-amplitude, 75-90 Hz plate compactor capable of at least 4,000 lbs (18 kN) centrifugal compaction force. This will require at least two passes with the plate compactor.
7. Do not compact within 6 ft (2 m) of the unrestrained edges of the paving units.
8. Apply additional aggregate to the openings and joints, filling them completely. Remove excess aggregate by sweeping then compact the pavers. This will require at least two passes with the plate compactor.
9. All pavers within 6 ft (2 m) of the laying face must be left fully compacted at the completion of each day.
10. The final surface tolerance of compacted pavers shall not deviate more than ±3/8 (10 mm) under a 10 ft (3 m) long straightedge.
11. The surface elevation of pavers shall be 1/8 to 1/4 in. (3 to 6 mm) above adjacent drainage inlets, concrete collars or channels.

3.05 FIELD QUALITY CONTROL

A. After sweeping the surface clean, check final elevations for conformance to the drawings.
B. Lippage: No greater than 1/8 in. (3 mm) difference in height between adjacent pavers.

Note: The minimum slope of the finished pavement surface should be 1%. The surface of the pavers may be 1/8 to 1/4 in. (3 to 6 mm.) above the final elevations after compaction. This helps compensate for possible minor settling normal to pavements.

C. The surface elevation of pavers shall be 1/8 to 1/4 in. (3 to 6 mm) above adjacent drainage inlets, concrete collars or channels.

3.06 PROTECTION

A. After work in this section is complete, the General Contractor shall be responsible for protecting work from sediment deposition and damage due to subsequent construction activity on the site.

4.0 HARDSCAPE PRODUCT WARRANTY

Reading Rock, Inc. ("Reading Rock") warrants its manufactured hardscapes products (i.e.,paving stones, retaining and seat walls, AB Fence System and landscape accents) to meet ASTM manufacturing guidelines and specifications intended for residential applications for the life of the product, provided the products have been properly installed, used and maintained according to industry accepted guidelines and as recommended by the manufacturer. Reading Rock warrants pavers manufactured with ColorLock to meet ASTM C979 standard specifications for pigments used in the coloring of concrete products. This warranty does not cover damage resulting from improper installation, abuse, excessive use or mis-use of concrete de-icers (especially those that contain a magnesium formulation), fertilizers, accidents, Acts of God, erosion from water, fire, normal wear and tear, unauthorized modifications, misuse, or failure to properly maintain. This warranty is limited to the products' original purchaser and proof of purchase is required. Reading Rock production tags from the warranted product must accompany all requests for warranty. This warranty is not transferable.

Defective or otherwise non-conforming manufactured products shall be removed and returned to Reading Rock, at the customer's sole cost and expense, where they will be tested by a certified materials laboratory in accordance to applicable ASTM standards. Any product that does not meet applicable ASTM specifications or acceptance criteria will be replaced by
Reading Rock. Reading Rock's liability and the customer's exclusive and sole remedy for breach of warranty will be limited to replacement of the goods, or at Reading Rock's sole and absolution option, refund of the purchase price of any goods. Reading Rock's warranty does not include any other costs,

including the cost of labor for replacement. Exact color matching and shape of replacement materials cannot be guaranteed. Reading Rock, in its sole and absolute discretion, may provide customer with an alternate color and/or shape available from its current product line at the time a warranty claim is accepted.

Due to the nature of the product and the manufacturing process, “efflorescence” may be present and does not constitute defective product. Efflorescence is a whitish, powder-like deposit that may appear on concrete products. It in no way affects the structural integrity of the concrete product and will wash and wear off over time. Industry acceptable products are available to assist in the cleaning and removal of efflorescence. The use of concrete setting beds may also increase the possible occurrence of efflorescence. Because this is a natural occurrence, Reading Rock accepts no responsibility or liability for this condition.

THERE ARE NO WARRANTIES OFFERED BY READING ROCK BEYOND THIS EXPRESS WARRANTY. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES,EXPRESS OR IMPLIED, AND READING ROCK MAKES NO WARRANTY AS TO MERCHANTABILITY OR FITNESS OF THE GOODS SOLD FOR ANY PARTICULAR PURPOSE, PARTICULARLY AS TO RESULTS OBTAINABLE BY THE CUSTOMER, OR ITS CUSTOMERS OR ASSIGNS IN THE USE OF SUCH PRODUCTS. ANY SAMPLES PROVIDED ARE NOT TO BE CONSIDERED WARRANTIES OF GOODS. READING ROCK’S LIABILITY AND THE CUSTOMER’S EXCLUSIVE AND SOLE REMEDY FOR BREACH OF WARRANTY WILL BE LIMITED TO REPLACEMENT OF THE GOODS, OR, AT READING ROCK’S OPTION, REFUND OF THE PURCHASE PRICE OF ANY GOODS. READING ROCK CANNOT GUARANTEE THAT THE COLOR OF ANY REPLACEMENT GOODS WILL MATCH THE COLOR OF THE DEFECTIVE GOODS OR OF ORIGINAL GOODS WHICH ARE NOT REPLACED, AND REPLACEMENT LABOR IS NOT INCLUDED. READING ROCK WILL HAVE NO LIABILITY BEYOND THE PURCHASE PRICE NOR WILL READING ROCK BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES INCURRED IN CONNECTION WITH THE GOODS.

THIS WARRANTY SPECIFICALLY DOES NOT APPLY TO (I) MANUFACTURED HARDSCAPE PRODUCTS SOLD BY READING ROCK ON AN “AS IS” BASIS, SUCH AS “OVERRUNS”, “SECONDS” AND “IRREGULARS”, OR (II) ANY PRODUCTS SOLD BY READING ROCK BUT NOT MANUFACTURED BY READING ROCK.

The laws of the State of Ohio govern this warranty. For complete information regarding the sale of Reading Rock’s products, please see the Terms & Conditions of Sale on the Reading Rock web site; www.readingrock.com.

Revised: 10/11/2011

October 14, 2011

Addendum and Clarifications

Ref: Tapp Road, Phase III (401101)
Sub: Contract Document Questions From Ken Clark, Dave O'Mara

1. Does the Table (sheet S-3) for rebar @ sidewalk/guard rail include rebar for the sidewalk & rail transitions @ the bridge approaches?
   Reinforcing is as shown on section cut thru this transition

2. PCCP @ bridges approach pavement: depth of pavement? Length & width of approach pavement?
   Bridge is to be constructed per INDOT specifications. See INDOT Standard Drawings 609-RCBA-01 thru 609-RCBA-07 for approach/sleeper slab details.

3. Is all rebar plain or epoxy coated?
   Bars @ deck level & above should be epoxy coated. Remainder plain @ abutments, footings, etc

4. PCC box beams (CB 33 x 48): Plan note sheet S-2 says the PCC box beams to by others—furnish PCC box beams? Erection of PCC box beams?
   Beams are to be "Designed by Others"; furnished and installed under this contract.

5. Overlay @ PCC box beams to be 5" (±) of asphalt. Paving: Type of asphalt mix to be placed @ PCC box beams (& the thickness of asphalt depth if different mixes are used)? Is the asphalt by others?
   The bridge deck is to be 5 inch reinforced concrete pavement on composite box beams. The deck pavement design and reinforcing are to be approved as part of the shop drawings for the bridge. The bridge construction is a part of this project and should be included in the bid.

6. Cross Hatched areas on sheet S-1?
   This is a graphical representation of the surface area of the bridges requiring concrete pavement. The pedestrian bridge will also require a concrete deck.

7. Form Liner (custom rock pattern #1502 – arch street bridge) to be on the exposed concrete surfaces @ abutments, wing walls, & retaining walls?
   Yes. This specific product is just a reference to illustrate appearance. Customrock.com 800-637-2447 is the referenced manufacturer in the plan set. The City has specified that American Form Liner # 1203 is to be used for this project.
   http://www.americanformliners.com/patterns.html

8. So there is specific supplier & form liner that meets the specification requirements?

The City has specified that American Form Liner # 1203 is to be used for this project.
http://www.americanformliners.com/patterns.html

9. Limits of concrete sidewalk? Plans indicate @ W - asphalt walkway & not a WC concrete walkway—clarify? Is the concrete walkway @ the retaining wall limits (@ bridge structure)? (the only location)?
The pedestrian path under the bridge structure shall be concrete as detailed on sheet S-2 for the length of the retaining wall. A Continental Connector Style Bridge with a concrete decking is called for in this project. All other sidepath shall be pavement W. Sidewalk, F, is as shown on plans.

10. Sheet 5-2: Request details for the 2.0' wide drainage area indicated @ deck asphalt surface?
This area is part of the bridge deck paving and of the same material.

11. Backfill @ abutments, wing walls, & retaining wall to consist of a vert drainage layer (#8" @ 12" min. thickness) for wall height—backfill beyond the vert drainage column can be excavated materials? Request a typical detail for structure backfill?
Backfill shall be in accordance with INDOT Specifications for materials and methods.

12. Concrete deck @ PCC box beams instead of a 5" asphalt surface?
The bridge deck is to be 5 inch reinforced concrete pavement on composite box beams. The deck reinforcing to be approved as part of the shop drawings for the bridge.

13. Are there two or four PCCP approach pavement—plans sheet S-1 show only 2 approaches?
Bridge approaches are required only for the vehicular bridge and not for the pedestrian bridge.

14. Under drains @ abutments & wing walls: F.L. Elev. = 700.00 (stream flow line = 703.0)—where will the under drainpipe outlet to?
Please change note to read "drain to daylight"

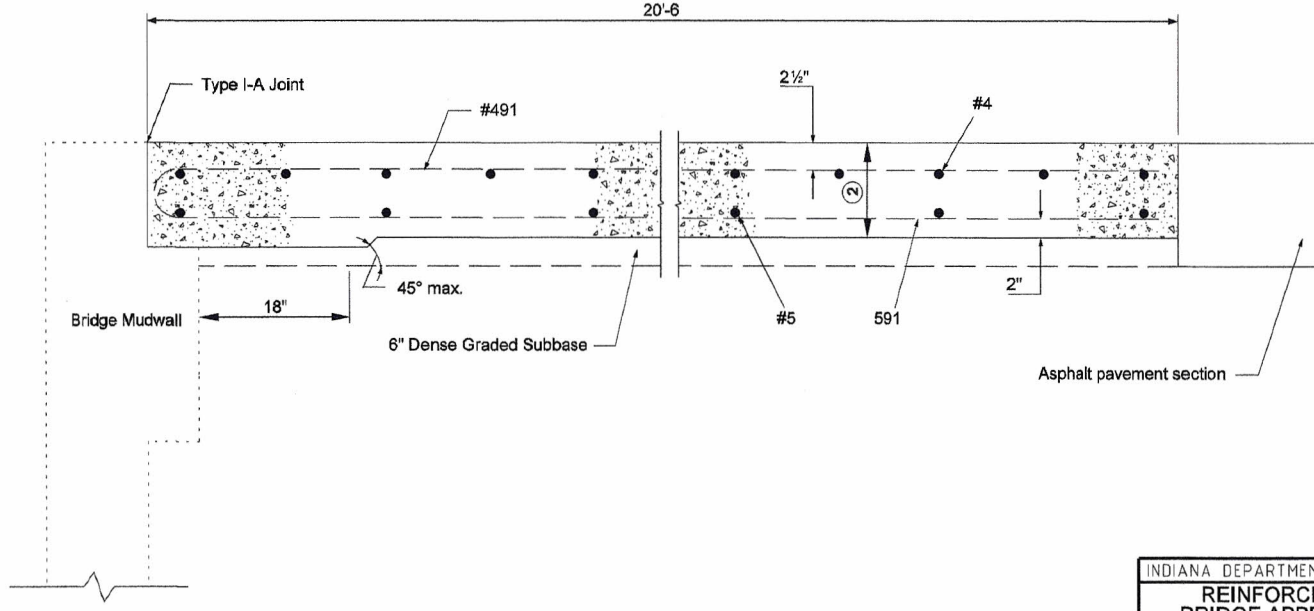
NOTES

1. For reinforcement details, see Standard Drawing E 609-RCBA-03 for square RCBAs and Standard Drawing E 609-RCBA-04 for skewed RCBAs.

2. (2) 10" if design year AADT < 1000
   12" if design year AADT ≥ 1000

3. All reinforcing bars shall be epoxy coated.

4. See Standard Drawings E 609-RCBA-07 and E 609-BRJT-01 for details of Type I-A Joint.



INDIANA DEPARTMENT OF TRANSPORTATION

REINFORCED CONCRETE BRIDGE APPROACH FOR USE WITH ASPHALT PVMT.

SEPTEMBER 2005

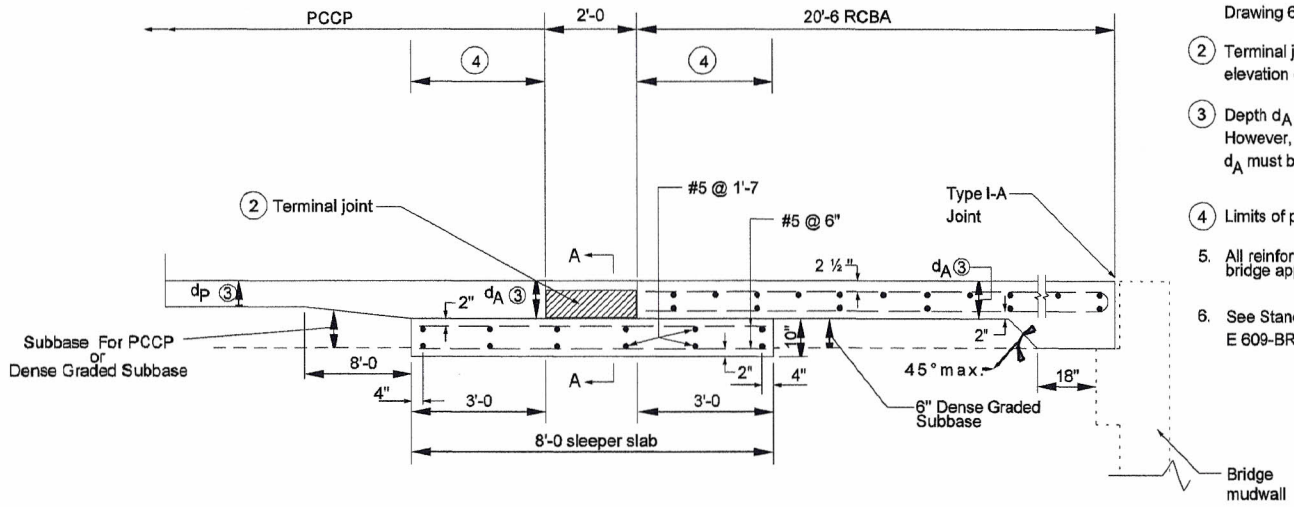
STANDARD DRAWING NO. E 609-RCBA-01

RICHARD L. VORCLEVE REGISTERED No. 9750 STATE OF INDIANA PROFESSIONAL ENGINEER

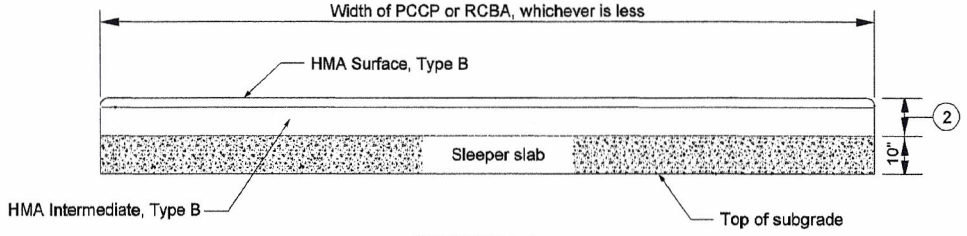
DESIGN STANDARDS ENGINEER

/s/ Richard L. VorCleave — 9-01-05
DESIGN STANDARDS ENGINEER — DATE

/s/ Richard K. Smutzer — 9-01-05
CHIEF HIGHWAY ENGINEER — DATE



TERMINAL JOINT FOR PCCP AT BRIDGE STRUCTURE



SECTION A-A

GENERAL NOTES

1. For reinforcement details, see Standard Drawing 609-RCBA-03 for square RCBAs and Standard Drawing 609-RCBA-04 for skewed RCBAs.

(2) Terminal joint elevation shall match elevation of adjacent PCCP and RCBA.

(3) Depth d_A must equal d_P. However, if d_P s less than 12 in., d_A must be 12 in.

(4) Limits of polyethylene bond breaker.

5. All reinforcing bars in the reinforced concrete bridge approach shall be epoxy coated.

6. See Standard Drawing E 609-RCBA-07 and E 609-BRJT-01 for details of Type I-A Joint

INDIANA DEPARTMENT OF TRANSPORTATION

REINFORCED CONCRETE BRIDGE APPROACH AND TERMINAL JOINT FOR USE WITH PCCP

SEPTEMBER 2005

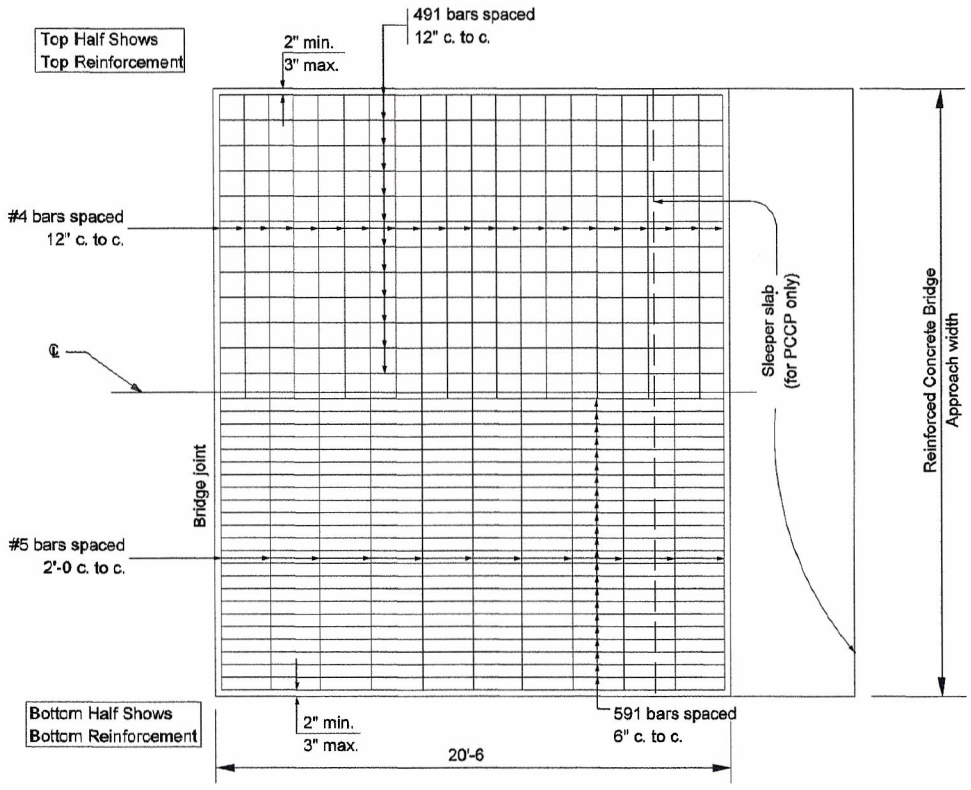
STANDARD DRAWING NO. E 609-RCBA-02

RICHARD L. VanCLEAVE REGISTERED No. 9750 STATE OF INDIANA PROFESSIONAL ENGINEER

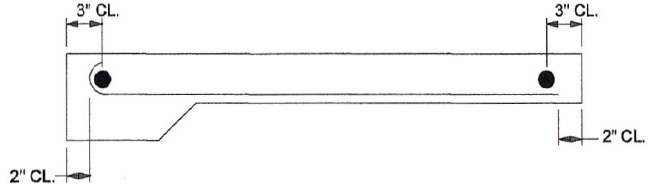
DESIGN STANDARDS ENGINEER

/s/ Richard L. VanCleave 9-01-05
DESIGN STANDARDS ENGINEER DATE

/s/ Richard K. Smutzer 9-01-05
CHIEF HIGHWAY ENGINEER DATE



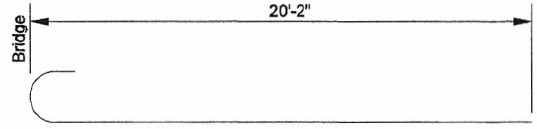
REINFORCEMENT DETAIL FOR SQUARE APPROACH



X - SECTION THROUGH APPROACH
(One Layer of Steel Shown)

NOTE

1. See Standard Drawing E 609-RCBA-05 for Bill of Materials.
2. All reinforcing bars shall be epoxy coated.



491 X 20'-8"
591 x 20'-9"

INDIANA DEPARTMENT OF TRANSPORTATION

REINFORCED CONCRETE BRIDGE APPROACH

SEPTEMBER 2006

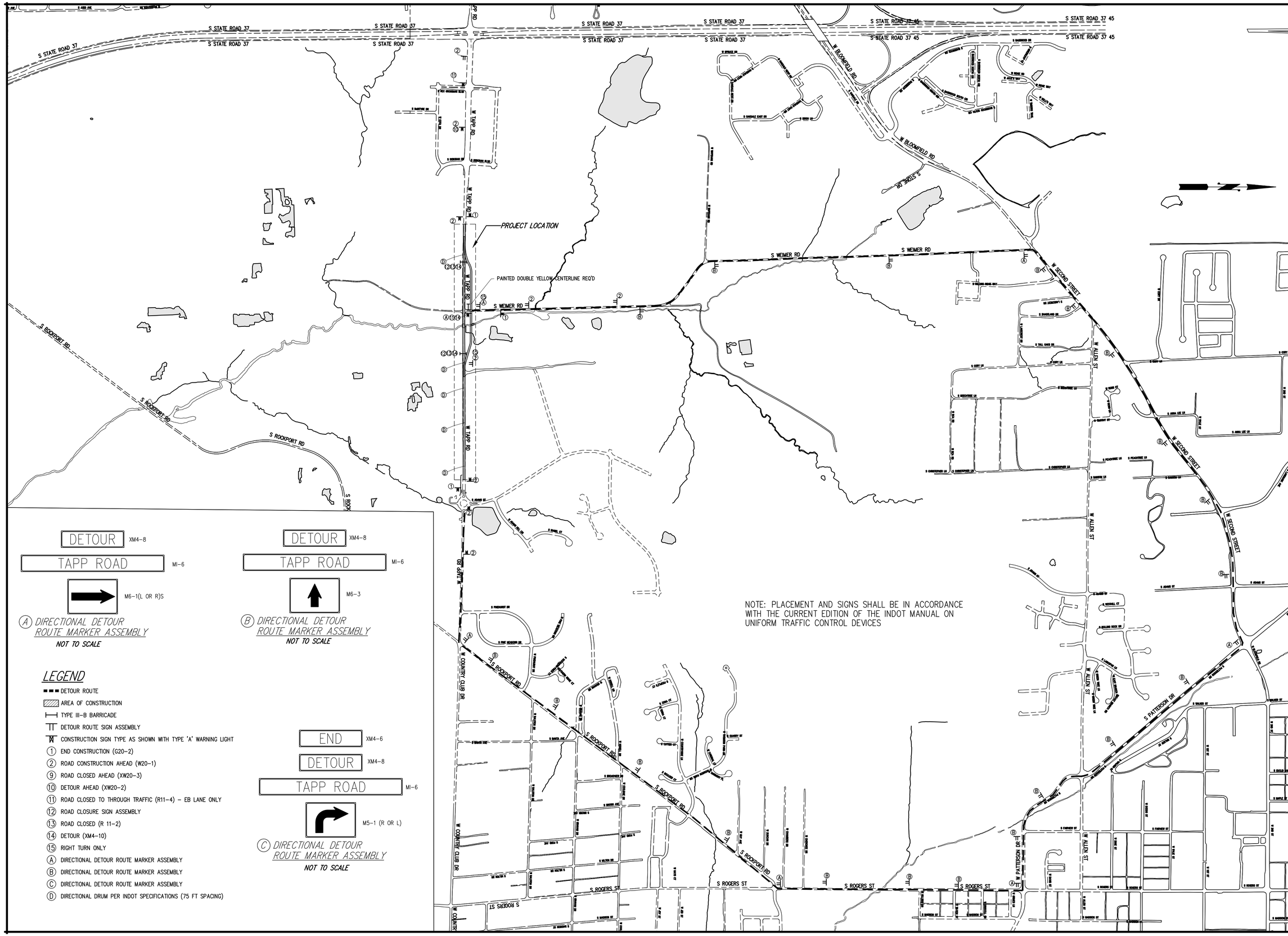
STANDARD DRAWING NO. E 609-RCBA-03

RICHARD L. VanCLEAVE REGISTERED No. 9750 STATE OF INDIANA PROFESSIONAL ENGINEER

DESIGN STANDARDS ENGINEER

/s/ Richard L. VanCleave — DESIGN STANDARDS ENGINEER — 9-01-06 DATE

/s/ Richard K. Smutzer — CHIEF HIGHWAY ENGINEER — 9-01-06 DATE



NOTE: PLACEMENT AND SIGNS SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF THE INDOT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES

DETOUR XM4-8

TAPP ROAD MI-6

M6-1(L OR R)S

(A) DIRECTIONAL DETOUR ROUTE MARKER ASSEMBLY

NOT TO SCALE

DETOUR XM4-8

TAPP ROAD MI-6

M6-3

(B) DIRECTIONAL DETOUR ROUTE MARKER ASSEMBLY

NOT TO SCALE

END XM4-6

DETOUR XM4-8

TAPP ROAD MI-6

M5-1 (R OR L)

(C) DIRECTIONAL DETOUR ROUTE MARKER ASSEMBLY

NOT TO SCALE

LEGEND

- DETOUR ROUTE
- AREA OF CONSTRUCTION
- TYPE III-B BARRICADE
- DETOUR ROUTE SIGN ASSEMBLY
- CONSTRUCTION SIGN TYPE AS SHOWN WITH TYPE 'A' WARNING LIGHT
- (1) END CONSTRUCTION (G20-2)
- (2) ROAD CONSTRUCTION AHEAD (W20-1)
- (9) ROAD CLOSED AHEAD (XW20-3)
- (10) DETOUR AHEAD (XW20-2)
- (11) ROAD CLOSED TO THROUGH TRAFFIC (R11-4) - EB LANE ONLY
- (12) ROAD CLOSURE SIGN ASSEMBLY
- (13) ROAD CLOSED (R 11-2)
- (14) DETOUR (XM4-10)
- (15) RIGHT TURN ONLY
- (A) DIRECTIONAL DETOUR ROUTE MARKER ASSEMBLY
- (B) DIRECTIONAL DETOUR ROUTE MARKER ASSEMBLY
- (C) DIRECTIONAL DETOUR ROUTE MARKER ASSEMBLY
- (D) DIRECTIONAL DRUM PER INDOT SPECIFICATIONS (75 FT SPACING)

revisions:

ARCHITECTURE
CIVIL ENGINEERING
PLANNING

BYNUM FANYO & ASSOCIATES, INC.

528 north walnut street
bloomington, indiana
(812) 332-8030
(812) 339-2990 (Fax)

certified by:

Proposed: Phase III

Tapp Road Reconstruction

Bloomington Indiana

title: TRAFFIC MAINTANCE ROUTE FOR TAPP ROAD

designed by:
drawn by: JR
sheet no: 15A
project no.: 401101

BID FORM

This Bid Summary Sheet shall be completed and submitted with all other Bid Documents.

The Lump sum cost to complete PW 2011-40, Tapp Road Phase III, including 300 cy undistributed rock excavation and 100 cy undistributed Class X excavation, is:

_____($_____._____)

The Lump sum cost to complete PW 2011-40, Tapp Road Phase III, including 300 cy undistributed rock excavation and 100 cy undistributed Class X excavation, and with concrete option as detailed in Item 2 of Addendum 1, is:

_____($_____._____)

All work shall be completed within 290 calendar days from date of the Notice to Proceed.

Any and all Subcontractors performing work valued over $10,000 shall be listed below:

SUBCONTRACTORS	ADDRESS	TYPE OF WORK

AGREEMENT

BETWEEN
DEPARTMENT OF PUBLIC WORKS
AND

_____Company Name_____

FOR

Tapp Road Phase III PROJECT NO. PW2011-40

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Department of Public Works (hereinafter CITY), and ____**Company Name**_ , (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for Tapp Road Phase III, Project No. PW 2011-40 (more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing work that includes but is not limited to: road reconstruction, bridge replacement, curb, storm sewer, sidewalk, sidepath, parking lot, pavement markings, signage, landscaping as per his/her bid on the Bid Summary sheet; and

WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive bidder for said project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as follows:

ARTICLE 1. TERM

1.01 This Agreement shall be in effect upon execution of this Agreement by all parties.

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement within two hundred ninety (290) calendar days from the written Notice to Proceed. Substantial Completion shall mean completion of all work.

2.02 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference to the then current INDOT Schedule of Liquidated Damages for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

2.03 CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the

time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

3.01 CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in lump sum of _dollars and cents ($#,###.##). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

1. Defective work.
2. Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.
3. Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.
4. Damage to CITY or a third party.

3.03 The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

3.04 CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours.

3.05 CONTRACTOR shall submit time sheets (WH-347) for his own and all subcontracted employees, to City Engineer or his representative for approval and review, including review for compliance with Prevailing Wage requirements.

ARTICLE 4. GENERAL PROVISIONS

4.01 CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

4.02 Abandonment, Default and Termination

4.02.01 CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY

and CONTRACTOR. The payment as made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder.

4.02.02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY.

4.02.03 Default: If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default. Any one or more of the following will be considered a default:

1. Failure to begin the work under this Agreement within the time specified.
2. Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.
3. Unsuitable performance of the work as determined by CITY ENGINEER or his representative.
4. Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
5. Discontinuing the prosecution of the work or any part of it.
6. Inability to finance the work adequately.
7. If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

4.02.04 CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

4.02.05 All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his Surety for his failure to complete the work in the time specified.

4.02.06 Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

4.02.07 CITY agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

4.03 Successors and Assigns

4.03.01 Both parties agree that for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY.

4.03.02 No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

4.04 Extent of Agreement: Integration

4.04.01 This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

1. This Agreement.
2. Technical Specification (Attachment A, "Scope of Work").
3. E-Verify Affidavit (Attachment B).
4. Upfront Specifications (Definitions and Bidder's Responsibilities).
5. Information for Bidders.
6. Advertisement.
7. CONTRACTOR'S submittals.
8. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
9. All plans as provided for the work that is to be completed.

4.04.02 In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by CONTRACTOR, and other rights and obligations of CITY and CONTRACTOR, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon CONTRACTOR and affording the greater right or remedy to CITY shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

4.05 Insurance

4.05.01 CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Coverage		Limits
A.	Worker's Compensation & Disability	Statutory Requirements
B.	Employer's Liability Bodily Injury by Accident	$100,000 each accident
	Bodily Injury by Disease	$500,000 policy limit
	Bodily Injury by Disease	$100,000 each employee

C.	Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	$1,000,000 per occurrence and $2,000,000 in the aggregate
	Products/Completed Operation	$1,000,000
	Personal & Advertising Injury Limit	$1,000,000
	Each Occurrence Limit	$1,000,000
	Fire Damage (any one fire)	$50,000
D.	Comprehensive Auto Liability (single limit, owned, hired and non-owned)	$1,000,000 each accident
	Bodily injury and property damage	
E.	Umbrella Excess Liability	$5,000,000 each occurrence and aggregate
	The Deductible on the Umbrella Liability shall not be more than	$10,000

4.05.02 CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following:

1. Premises and operations;

2. Contractual liability insurance as applicable to any hold-harmless agreements;

3. Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;

4. Broad form property damage - including completed operations;

5. Fellow employee claims under Personal Injury; and

6. Independent Contractors.

4.05.03 With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

4.05.04 Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled or non renewed until at least sixty (60) days' prior written notice has been received by CITY. The CITY shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker's Compensation policy.

4.06 **Necessary Documentation** CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

4.07 **Applicable Laws** CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

4.08 **Non-Discrimination**

4.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, age, handicap, or disabled veteran status. Breach of this covenant may be regarded as a material breach of the Agreement.

4.08.02 CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the State of Indiana and the United States regarding:

1. Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, age, handicap, or any other legally protected classification;

2. The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

    a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.

    b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

4.08.03 FURTHER, PURSUANT TO INDIANA CODE 5-16-6-1, CONTRACTOR AGREES:

A) That in the hiring of employees for the performance of work under this Agreement or any subagreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, handicap, or any other legally protected classification.

C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars ($5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

4.09 Workmanship and Quality of Materials

4.09.01 CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR's Performance Bond.

4.09.02 OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

4.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the Director of Public Works and are not subject to arbitration.

4.10 **Safety**. CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

4.11 Amendments/Changes

4.11.01 Except as provided in Paragraph 4.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

4.11.02 Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.

4.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 4.11.02, or any other event or condition, will result in an increase in the Contract time or price, he shall file written notice with CITY no

later than twenty (20) days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

4.11.04 CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

4.12 Performance Bond and Payment Bond

4.12.01 CONTRACTOR shall provide CITY with a Performance Bond and Payment Bond in the amount of one hundred percent (100%) of the contract amount.

4.12.02 Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR'S Performance Bond.

4.12.03 If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty (30) days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

4.13 Payment of Subcontractors CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.

4.14 Written Notice Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY:		TO CONTRACTOR:
Joyce A. Williams, P.E.		
City of Bloomington, Municipal Building		Company Name
Post Office Box 100		Address
Bloomington, Indiana 47402		City, State Zip Code

4.15 Severability and Waiver In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

4.16 Notice to Proceed CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City Engineer. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any

Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

4.17 Steel or Foundry Products

4.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

4.17.02 Domestic Steel products are defined as follows:

"Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process."

4.17.03 Domestic Foundry products are defined as follows:

"Products cast from ferrous and nonferrous metals by foundries in the United States."

4.17.04 The United States is defined to include all territory subject to the jurisdiction of the United States.

4.17.05 CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

4.18 Verification of Employees' Immigration Status

Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit B, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty (30) day period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the Contractor or its subcontractor is liable to the City for actual damages.

Contractor shall require any subcontractors performing work under this Agreement to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized

alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the City.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands.

DATE: _____

City of Bloomington Department of Public Works	Contractor Name Contractor street address Contractor city, state, zip
BY:	BY:
Justin D. Wykoff, Manager of Engineering Services	Contractor Representative
Susie Johnson, Director of Public Works	Printed Name
Mark Kruzan, Mayor of Bloomington	Title of Contractor Representative