

ADDENDUM NO. 1

TO THE

Project Manual

FOR THE

GRIFFY LAKE SEDIMENT REMOVAL PROJECT

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

ISSUE DATE: JULY 18, 2013

PROPOSAL DUE DATE: July 19 , 2013 (4:30 p.m. local time)

This Addendum No.1, to the project manual shall supplement, amend and become a part of the quoting documents. All quotes and construction contracts shall be based on these modifications to the original contract documents.

TO ALL BIDDERS BIDDING ON THE ABOVE PROJECT:

All Quoters submitting a Quote on the above Contract shall carefully read this Addendum and give it consideration in the preparation of their Quote.

I. The following are revisions to Project Manual

The Quote Sheet has been revised. Quotes shall be accepted for excavation of a channel between the boat ramp to the west side of Headley Rd. only. See attachment 1.

2. Project Questions and Responses

My question concerns the points under "Offeror Criteria." I could read it as these are things we must be able to provide, possibly during negotiations, since it says we must be able to demonstrate them. Or I could read it as they are required with the bid. Can you please clarify if you need the references and financial/bonding/insurance info with the bid or not?

Response: These items should be included with the proposal.

How deep are the bridge pilings?

Response: Soil depth to the bridge pilings is unknown at this time. A request for that information has been made.

Will public access to the parking lot need to be maintained during the project?

Response: Yes

Can soil be pushed or dragged to a central location for loading?

Response (from the Army Corps of Engineers):

Using a dozer, skid loader, or anything to "push" material around within a "waters of the U.S." is not one-step removal, and requires a permit. Even excavating material and placing it somewhere else within the reservoir, closer to the shore requires a permit. Each excavated bucket of material has to be loaded directly into a truck, or the excavator has to take each bucket up out of the reservoir to the truck or upland disposal area. The only alternative not requiring a permit would be to use timber mats to allow trucks in and out of the reservoir where the excavator is working.

What should the width of the channel be for boat access?

Response: 12 feet at the bottom

What should the slope of the sides of the channel be?

Response: 3:1 slopes

Can the boat ramp be used to access the lake?

Response: No, access to the project site from the east will be from the shoreline south of the tree next to the ramp.

What is the weight limit of the bridge?

Response: 36 tons

Will the open pipes at the disposal site need to be capped?

Response: The City of Bloomington Utilities Dept. will cap the pipes if necessary.

Would it be permissible to dig a test hole along the edge of the lake with a small machine?

Response: Potential bidders are permitted to use probes anywhere in the project site before the bid date.

Also I am under the assumption the base bid will be lump sum based on achieving the 5' depth boat channel whether it requires 3000 cubic yards of excavation, or 15,000. However, on zone B it was stated this would be paid by truck count. Will there be a city inspector on site to keep a truck count?

Response: The quote sheet has been revised to simplify the bidding process. Quotes will be accepted for the excavation of the channel only. If funding allows, the City may negotiate with the successful bidder to remove additional sediment from Zone 2.

It appears building a ramp of #2 stone at the dump site equivalent to the existing ramp would require approximately \$4,000 in stone. You may want to confirm with John that you'd like a second ramp installed. Photographic documentation of the existing stone would be a considerably cheaper route.

Response: The stone ramp in the northeast corner of the disposal site will be available for use during this project.

What is the distance from the area of sediment removal to the trickling filter?

Response: 7 miles

What is the depth of sediment to be removed?

Response: Five feet below normal pool level, which is 630.6 feet above sea level. Excavating to a deeper depth will be allowable

What is the depth of water down to the sediment to be removed?

Response: The lake has been dewatered to repair the dam. Water is usually approximately 1-2 feet deep over the project area.

Will the sediment need to be pumped or dredged?

Response: No, the sediment will be excavated

Will the sediment need to be mechanically dewatered?

Response: The upper layers of sediment do not appear wet enough to require dewatering. Lower layers of sediment appear to be wetter.

Can the bid date be moved back?

Response: No, responses are due at 4:30 on Friday, July 19.

Will any sediment need to remain along the edge of the causeway?

Response: No, the stone base under the roadway should remain undisturbed but the sediment may be removed.

What is the bridge weight limit?

Response: 36 tons.

Do you have an idea of how many tons of sediment will be needing removed? Is this throughout the whole lake or only a few areas?

Response: The weight of sediment to be removed has not been determined. An estimated 6000 cubic yards of sediment will need to be removed from Zone 1 to open a channel from the boat ramp to the west side of Headley Rd. Beyond that an estimated 18,400 cubic yards could be removed from the east end of the lake. All the sediment to be removed is east of Headly Rd. with the exception of a small area west of the Headley Rd. bridge.

We would like to get plans and specs for the above project. If you could contact me and let me know what I need to do to get them it would be greatly appreciated.

Response: There are no formal plans and specs for the project other than the information in the project manual on the BloomingBid webpage.

We have concerns about the process of trying to excavate in the wet and hauling the loose material. Would the city consider hydraulic dredging and dewatering on site using geotubes, and hauling the material to an alternate site for disposal for this project?

Response: Excavation of the sediment must be done using the "one-step method" which means the sediment must be deposited directly into trucks and transported to the Winston Thomas site. Dewatering onsite will not be an option.

Is there a bid packet?

Response: There is not a bid packet for this project. The project manual on the BloomingBid webpage states what is expected in the proposals.

Is there an estimate or a ballpark range for the project?

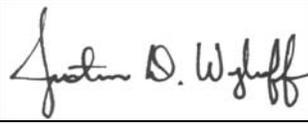
Response: No cost estimates have been made for this project.

3. Sediment Survey

A Sediment Survey, completed in 2011 when the lake was dry, is attached. See attachment 2.

4. Sample Contract

A sample contract has been attached. See attachment 3.

	 CERTIFIED BY: _____ JUSTIN D. WYKOFF CITY OF BLOOMINGTON STATE OF INDIANA
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Acknowledge receipt of the addendum by submitting a signed copy with your quote proposal.

RECEIVED BY: CONTRACTOR (FIRM AND ADDRESS)

SIGNATURE: _____ **DATE:** _____

PRINTED NAME: _____

TITLE: _____

Griffy Lake Sediment Removal Price Quote

Contractor Name : _____

Contact Person : _____

Contact Phone No. : _____

1. Removal of approximately 6000 cubic yards from the area designated as Zone 1 on Exhibit A, p. 1 to provide 5' of depth for the boat channel at low pool.

\$ _____

2. Any additional costs (specify in detail)

\$ _____

3. Total cost

\$ _____

Signed Name

Date

Printed Name

Title



SEAL					PROJECT NUMBER: 01-44002-00 C4-01-0344		SCALE: (22x34) 1"=50'		 ms consultants, inc. engineers, architects, planners 8900 KEYSTONE CROSSING (317) 566-0050 Fax (317)-566-0052 INDIANAPOLIS, INDIANA 46240	GRIFFY LAKE SEDIMENT REMOVAL PLAN BLOOMINGTON UTILITIES DEPARTMENT BLOOMINGTON, IN		EXISTING SURVEY DATA FROM CITY OF BLOOMINGTON		DWG. NO. 1
	NO.		REVISIONS	DATE	DRAWN: ---		CHECKED: SWA	DATE: 12/03/10						SCALE: (11x17) 1"=100'



**CITY OF BLOOMINGTON
parks and recreation**

AGREEMENT

BETWEEN

**The City of Bloomington, Indiana
Department of Parks and Recreation**

AND

FOR

PROJECT NO. BPR-----

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Board of Parks Commissioners (hereinafter CITY), and ----- (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY is desirous of -----
----- (more particularly described in Attachment A, "Summary of Work:"); and

WHEREAS, CONTRACTOR is capable of performing all applicable work for -----

--; and

WHEREAS, said proposal was determined to be the lowest responsible and responsive proposal 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 -- **calendar days from the written Notice to Proceed.** Substantial Completion shall be considered to be 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 Agreements, or as provided by applicable law.

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 specifies in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting of CONTRACTOR to proceed to complete any service, or any part of the, 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 or 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 ----- (\$#####). 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 Contract Compliance Officer or his/her representative for approval and review, including review for compliance with Prevailing Wage requirements, if applicable to the project.

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 and 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 hereunder. 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 to 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.
3. Unsuitable performance of the work as determined by the Parks and Recreation Department Administrator or his/her 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 Agreement, 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 his option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Contract 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 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 the is 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 on the last day of the fiscal period for which appropriation were received.

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 or otherwise disposed of by CONTRACTOR except with the written consent of the CITY being first obtained. Consent to sublet, assign, 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 Specifications (Attachment A, "Scope of Work)
3. Where applicable, Bid/Quote Prices (Attachment B)
4. Upfront Specifications (Definitions and Bidder's Responsibilities – not applicable for this agreement)
5. CONTRACTOR's submittals (not applicable for this agreement)
6. Federal Wage Requirements (not applicable)

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 or them, or by anyone for whose acts any of them maybe liable:

<u>Coverage</u>	<u>Limits</u>
A. Workmen's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by	\$100,000 each

Accident	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
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
Medical Expense Limit (any one person)	\$5,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	\$1,000,000
E. Umbrella Excess Liability	\$2,000,000 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 years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to city on an annual basis during the aforementioned period; and
4. Broad form property damage - including completed operations;
5. Fellow employee claims under Personal Injury;
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, naming the City of Bloomington as an “additional insured”, 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.

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. Unless otherwise specified, 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.

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.

4.08.01 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. Strongly encourages the use of small business, minority-owned business and women-owned business in its operations.

4.08.03 FURTHER, PURSUANT TO IC 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 be 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 of their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account or race, religion, color, sex, national origin, ancestry, handicapped, 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 form 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 Contract 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 Parks and Recreation Department Administrator or his/her representative. The approval by the ADMINISTRATOR 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.

4.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the Parks and Recreation Department Administrator 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.

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 Contract 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, rehabilitation action pursuant I.C. 27-9 *et seq.* or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty 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, laborer, 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:

Showers City Hall
Post Office Box 848
Bloomington, Indiana 47402

TO CONTRACTOR:

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 the 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. Contractor shall start active and continuous work on the contract within 15 calendar days after the date of the Notice to Proceed. In no case shall work being prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the 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 contract 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 Product

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 products are to be utilized or supplied in the performance of any contract or subcontractor, only domestic steel products shall be used. Should CITY feel that the cost of domestic steel 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 The United States is defined to include all territory subject to the jurisdiction of the United States.

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

This Agreement may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

Department of Parks and Recreation

CONTRACTOR (Firm & Address)

BY:

BY:

Mick Renneisen, Director

Name _____ Date _____

Date: _____

Name Printed: _____

Title: _____

Date: _____

CITY OF BLOOMINGTON

BY:

Mark Kruzan, Mayor

CITY OF BLOOMINGTON

Legal Department

Reviewed By:

DATE: _____