

**CITY OF BLOOMINGTON
parks and recreation**

**BANNEKER COMMUNITY CENTER
RESTROOM RENOVATION**

**PROJECT #
BPR-2014-O1**

**BID DATE/TIME:
JULY 10, 2014
1PM LOCAL TIME**

**CITY OF BLOOMINGTON
DEPARTMENT OF PARKS AND RECREATION
401 N. MORTON, SUITE 250
BLOOMINGTON, INDIANA 47402**

Submitted By:

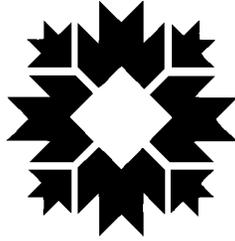
Company or Firm Name

Street and Number

City or Town

State

Zip Code



**CITY OF BLOOMINGTON
parks and recreation**

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SECTION I. INVITATION TO BIDDERS

INVITATION TO BIDDERS

NOTICE IS HEREBY GIVEN THAT THE BOARD OF PARK COMMISSIONERS OF THE CITY OF BLOOMINGTON, INDIANA WILL RECEIVE SEALED BIDS FOR THE BELOW-DESCRIBED WORK AT THE LOCATION INDICATED.

Banneker Community Center Restroom Renovation

The project shall include, but is not limited to, selective demolition, masonry block construction, electrical, plumbing, installation of restroom fixtures and finishes, doors and hardware, signage, and related improvements. Project location is the Banneker Community Center, 930 W. 7th St., Bloomington, Indiana.

The proposal and other data submitted will form the basis of the negotiation of a Lump Sum agreement for the work. Proposals are to be submitted in proper form, as described in the "Instructions to Bidders". Sealed proposals shall be received by the Department of Parks and Recreation at Showers City Hall, 401 North Morton Street, Suite 250, Bloomington, Indiana, 47402 at or before **1:00 P.M. local time, on July 10, 2014**. The sealed Bids will be publicly opened and read aloud immediately thereafter in the Parks and Recreation department conference room. Any proposals received after the designated time will be returned unopened. The Contract Documents may be obtained online at the following web site:

http://bloomington.in.gov/sections/viewSection.php?section_id=537

Each Bidder shall file with his or her sealed proposal: (1) a properly executed Non-collusion Affidavit as required by the laws of the State of Indiana; (2) a Questionnaire Form 96 of the State Board of Accounts, (3) a cashiers check or certified check drawn on an acceptable bank or a bid bond equal to five (5) percent of the total amount bid.

A pre-bid meeting will be held at the Banneker Community Center, on Tuesday, July 1, 2014 at 9:00 A.M. local time.

Each Bidder must ensure that to the greatest extent feasible, opportunities for training and employment should be give to lower income residents of the project area and purchases and/or contract for work in connection with the project should be awarded to small business concerns which are located in, or owned in substantial part, by person residing in the area of the project.

Any bidder/quoter seeking to qualify as a "local Indiana business" to gain a preference in the bidding/quoting process pursuant to Indiana Code 5-22-15-20.9 must contact Danise Alano-Martin, Director, City of Bloomington Economic and sustainable Development Department (812-349-3477; alanod@bloomington.in.gov) to obtain information as to the qualification process, applicable rules, and required documentation. When submitting a bid/quote, the bidder/quoter must submit a statement claiming the preference. All information and documentation offered in support of the claim for qualification as a "local Indiana business" must be included in the bidder's/quoters sealed bid/quote.

The City of Bloomington is an equal opportunity employer, and Bidders shall meet all requirements for equal employment under Title VII of the 1964 Civil Rights Act as amended and under the Bloomington Human Rights Ordinance, as amended.

Each Bidder for proposals over \$10,000.00 shall submit and have approved by the City of Bloomington Contract Compliance Officer, Barbara McKinney, their written Affirmative Action Plan at least twenty-four (24) hours prior to the deadline for submission of proposals. Bids received that do not have an approved Affirmative Action Plan will be returned unopened.

Each Bidder must insure that all employees and applicants for employment are not discriminated against because of race, religion, color, sex, national origin, ancestry or handicap. All the protected classes must be included in your Affirmative Action Plan for it to be acceptable. In addition to other requirements, your plan MUST include a workforce breakdown, an internal grievance procedure, a non-retaliation statement, designation of a person by name or position who is responsible for implementation of the Plan, applicability to both applicants and employees, recruitment of minorities, equal access to training programs, and an explanation of your method of communicating the operations of your affirmative action plan to employees and prospective applicants. Barbara McKinney, Contract Compliance Officer, may be contacted at (812) 349-3429, 9:00 a.m. to 1:00 p.m. local time Monday through Friday.

Wage rates shall not be less than the common construction wage rates as determined in accordance with IC5-16-7.

The successful Bidder shall furnish performance and payment bonds for one-hundred (100) percent of the contract amount prior to execution of the contract, and said bonds shall remain in effect for a period of one (1) year after final acceptance of the work.

The Board of Park Commissioners reserves the right to waive any informalities and to accept or reject any or all proposals submitted. Bids may be held by the Board for a period not-to-exceed thirty (30) days, from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of the Bidder prior to awarding the contract.

Leslie J. Coyne, President
Board of Park Commissioners
City of Bloomington, Indiana

SECTION II. INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

- 1.00 CONTRACT DOCUMENTS:** The “Invitation to Bid”, “Instructions to Bidders,” “Responsible Bidder Affidavit,” Bidder's Proposal”, “Agreement”, “General Conditions”, “Special Conditions”, “Specifications”, and the “Contract Drawings” are the Contract Documents that will form the Contract.
- 1.01 INSPECTION OF THE SITE:** Bidders shall examine each of the Contract Documents, visit the site of the work and thoroughly and fully inform themselves of the construction hazards procedures, labor, conditions and factors, which could affect the prosecution and completion of the work. Such considerations shall include; the conditions of existing structures and facilities which may be affected by the proposed work, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the availability and cost of labor and methods for transporting, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the Bidder's proposal. There will be no subsequent financial adjustment to any contract for lack of such prior information or its effects on the cost of the work.
- 1.02 OMISSIONS AND DISCREPANCIES:** Should Bidders find discrepancies in, or omissions from, the Contract Documents, or should they be in doubt as to their meaning, written notification should be made to the City Engineer. Interpretation of the proposed contract documents will be made only by written addendum. A copy of each addendum will be mailed or delivered to each person obtaining a set of contract documents from the City Engineer. The Owner will not be responsible for any other explanations or interpretations of the proposed contract documents.
- 2.00 PROPOSALS:** Pursuant to the “Invitation to Bidders” sealed proposals for performing the work shall be received by Board of Park Commissioners, City of Bloomington Parks and Recreation Department, at Showers City Hall, 401 North Morton Street, Suite 250, Bloomington, Indiana, 47402 **at or before 1:00 p.m. local time on Thursday, July 10, 2014.** The sealed Bids will be publicly opened and read aloud immediately thereafter in the Parks and Recreation department conference room. Any proposals received after the designated time will be returned unopened. The Contract Documents may be obtained online at the following web site:
- http://bloomington.in.gov/sections/viewSection.php?section_id=537**
- 2.01 PROPOSAL FORM:** Each proposal shall be legibly written or printed in ink on the Proposal Form with Unit Prices provided. All addenda to the Contract Documents on which a Proposal is based, properly signed by the Bidder, shall accompany the Proposal when submitted. No alteration in any Proposal, or in the Proposal Form on which it is submitted, shall be made by any person after the Proposal has been submitted by the Bidder.
- 2.02 PROPOSAL SIGNATURES:** Each Bidder shall sign their proposal using their usual signature and giving their full business address. Bids by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representative. Bids by corporations shall be signed with the name of the corporation followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation. The names of all persons signing should also be typed or printed below the signature. A bid by a person who affixes to their signature the word “president” or “secretary”, “agent”, or other designation without disclosing their principal may be held to be the bid of the individual signing. When requested by the Owner, satisfactory evidence of the authority of the person signing shall be furnished. No Bidder may submit more than one Proposal. Two Proposals under different names will not be accepted from one firm or association.

- 2.03 PROPOSAL SUBMISSION:** Each Proposal submitted shall be enclosed in a sealed envelope or wrapping, addressed to the Board of Park Commissioners, City of Bloomington Parks and Recreation Department, Showers City Hall, 401 North Morton Street, Suite 250, Bloomington, Indiana, 47402, identified on the outside with the words "SEALED BID", and the name of the project and the project number, and filed with the Operations Director at their office in Suite 250, Showers City Hall at 401 North Morton, Bloomington, Indiana.
- 2.04 INDIANA LEGAL REQUIREMENTS:** Each Bidder shall submit under oath with their bid a statement of their experience, proposed plan for performing the Work, equipment available to perform the work, and a financial statement. The statements shall be submitted on Questionnaire Form No. 96 of the Indiana State Board of Accounts. Each Proposal shall be accompanied by a properly executed Non-Collusion Affidavit as required by the laws of the State of Indiana. Each Bidder shall also submit under oath with their bid the "Responsible Bidder Affidavit" as required by Chapter 2.31 of the Bloomington Municipal Code.
- 2.05 PROPOSAL GUARANTEE:** Each Proposal shall be accompanied by a cashier's check or a certified check drawn on an acceptable bank, or an acceptable Bidder's bond in an amount of not less than five percent (5%) of the total bid. The proposal guarantee shall be made payable without condition to the City of Bloomington, Indiana, hereinafter referred to as "Owner", and the amount of said Proposal Guarantee may be retained by and forfeited to the Owner as liquidated damages if the Proposal covered thereby is accepted and a contract based thereon is awarded and the Bidder should fail to enter into a contract in the form prescribed, with legally responsible sureties, within fifteen (15) days after such award is made and confirmed by the Owner.
- 2.06 RETURN OF PROPOSAL GUARANTEE:** The Proposal Guarantee deposit of each unsuccessful Bidder will be returned when their proposal is rejected. The Proposal Guarantee deposit of the Bidder to whom the Contract is awarded will be returned when the successful Bidder executes a contract and files a satisfactory performance bond. The Proposal Guarantee deposit of the second and third lowest responsible Bidders may be retained for a period not to exceed ninety (90) days pending the execution of the Contract and bond by the successful Bidder.
- 2.07 WITHDRAWAL OF PROPOSAL:** No Contractor may withdraw their Proposal for a period of sixty (60) days after the date and hour set for the opening, and the Bidders submitting the three lowest bids may not withdraw their proposals for a period of one-hundred eighty (180) days after the opening date. A Bidder may withdraw their Proposal at any time prior to the expiration of the bid period during which Proposals may be submitted by a written request signed in the same manner and by the same person who signed the Proposal.
- 2.08 ACCEPTANCE AND REJECTION OF PROPOSALS:** The Owner reserves the right to accept the proposal submitted by the lowest responsible and responsive Bidder; to reject any or all proposals; and to waive irregularities or informalities in any proposal. Proposals received after the specified time of closing will be returned unopened. The acceptance of a proposal will be a notice in writing signed by a duly authorized representative of the Board of Public Works, and no other act shall constitute acceptance of a proposal. The acceptance of a proposal shall bind the successful Bidder to execute the Contract and to be responsible for liquidated damages as provided in Section 8.00.
- 3.00 QUALIFICATION OF BIDDERS:** Bidders shall submit satisfactory evidence that they have a practical knowledge of the particular work bid upon, and that they have the necessary financial resources to complete the proposed work. Each Bidder shall execute completely and accurately Questionnaire Form No. 96 of the Indiana State Board of Accounts and shall file the same with their Proposal. The information contained therein shall be used by the Owner to determine the ability, experience, and capital resources of the Bidder. In determining the Bidder's qualifications, the following factors will be considered: whether the Bidder (a) maintains a permanent place of business; (b) has adequate plant and equipment to do the work properly and expeditiously; (c) has the necessary financial resources to meet all obligations incident to the work; and (d) has appropriate technical experience. Each Bidder may be required to show that previous work performed has been handled in such a manner that there are no just and proper claims pending against such work. No bid will be accepted which is submitted by a Bidder who is engaged in any work which would impair their ability to finance the work covered by such bid or to provide suitable equipment for its proper prosecution and completion.

- 4.00 EXECUTION OF CONTRACT:** Any Bidder whose proposal shall be accepted will be required to appear at the office of the City Engineer in person, or, if a firm or corporation, a duly authorized representative shall so appear, to execute the Contract within 15 days after notice that the Contract has been awarded to them. Failure or neglect to do so shall constitute a breach of the agreement effected by the acceptance of the Proposal. The amount of the Proposal Guarantee accompanying the Proposal of such Bidder shall be retained by the City as liquidated damages for such breach. In the event that any Bidder whose Proposal shall be accepted shall fail or refuse to execute the Contract as hereinbefore provided, the Board of Public Works may at their option, determine that such Bidder has abandoned the Contract and thereupon their Proposal and the acceptance thereof shall be null and void and the Owner shall be entitled to liquidated damages as above provided.
- 4.01 INSURANCE:** The Contractor will be required to carry insurance throughout the lifetime of the Contract, as provided in the General Conditions, the amount of insurance of the various types being not less than the amounts specified therein.
- 4.02 PAYMENTS:** Payment for all work performed under the proposed contract will be made in cash, or its equivalent, by the Owner within thirty (30) days after completion and final acceptance of the work covered by the contract. Partial estimates will be issued and paid as provided in the General Conditions.
- 4.03 TIME FOR BEGINNING AND COMPLETING THE WORK:** The Contractor shall start active and continuous work on the contract within 15 calendar days after the date of the notice to proceed and shall substantially complete all work no later than September 18, 2014. Calendar and work days shall be as defined in the General Conditions of these documents.
- 4.04 TAXES AND PERMITS:** Attention is directed to the requirements of the General Conditions regarding payments of taxes and obtaining permits. The Contractor shall be responsible for obtaining all necessary permits.
- 4.05 WORKER'S COMPENSATION:** Before any work is started, the Contractor shall obtain from the Indiana State Industrial Board and file with the Owner, a certificate as evidence of compliance with the provisions of the Indiana Worker's Compensation Act and the Indiana Worker's Occupational Diseases Act..
- 4.06 PERFORMANCE BOND:** The Bidder to whom a contract is awarded will be required to furnish a Performance Bond to the Owner in an amount equal to one-hundred (100) percent of the contract price. The bond shall be executed on the form included in the Contract Documents by a surety company authorized to do business in the State of Indiana and acceptable as surety to the Owner. Accompanying the bond shall be a "Power of Attorney" authorizing the attorney-in-fact to bind the surety company and certified to include the date of the bond. The surety on the Performance Bond cannot be released for one year, and the bond must require that the surety will not be discharged for:
- A. modifications, omissions, or additions;
 - B. defects in the contract; or
 - C. defects in the bidding or awarding process.
- 4.07 PAYMENT BOND:** For all contracts a Payment Bond is required to insure payment of subcontractors, laborers, material suppliers, and persons furnishing services. The bond is executed by the Contractor to the state, approved by and for the benefit of the Owner, in an amount equal to the contract price. It is deposited with the board, and its surety cannot be released until one year after the board's final settlement with the Contractor. The bond must provide the same assurances as does the Performance Bond against conditions discharging the surety.
- 4.08 LOCAL MATERIALS:** Preference will be given to materials, products, supplies, and all other articles produced, manufactured, made, or grown in the State of Indiana.
- 4.09 NON-DISCRIMINATION IN EMPLOYMENT:** Each Bidder for proposals over \$10,000.00 shall submit and have approved by the City of Bloomington Contract Compliance Officer, Barbara McKinney, their written Affirmative Action Plan at least twenty-four (24) hours prior to the deadline for submission of proposals. Bids received that do not have an approved Affirmative Action Plan will be returned unopened. Each Bidder must insure that all employees and applicants for employment are not discriminated against because of race, religion, color, sex, national origin, ancestry or handicap. All the protected classes must be included in your Affirmative Action Plan for it to be acceptable. In

addition to other requirements, your plan MUST include a workforce breakdown, an internal grievance procedure, a non-retaliation statement, designation of a person by name or position who is responsible for implementation of the Plan, applicability to both applicants and employees, recruitment of minorities, equal access to training programs, and an explanation of your method of communicating the operations of your affirmative action plan to employees and prospective applicants. Barbara McKinney, Contract Compliance Officer, may be contacted at (812) 349-3429, 9:00 a.m. to 1:00 p.m. Monday through Friday. The successful Bidder must comply with each section of its affirmative action plan and be prepared to comply in all respects with the contract provisions regarding non-discrimination which are included in the Employment Requirement and Wage Rate section. For contracts paid in whole or in part with federal funds, the Bidder must submit a signed statement as to whether he or she has previously performed work subject to Executive Order 11246. For contracts paid in whole or in part with federal funds, the successful Bidder must, if requested, submit a list of all subcontractors who will perform work on the project, and written and signed statements from authorized agents of the labor pools with which they will or may deal for employees on the work, together with supporting information to the effect that said labor pools' practices and policies are in conformity with Executive Order 11246, and that said labor pools will affirmatively cooperate in, or offer no hindrance to, recruitment, employment, and equal treatment of employees seeking employment, and performing work under the Contract, or a certification as to what efforts have been made to secure such statements when such agents or labor pools have failed or refused to furnish same, prior to the award of the Contract.

SECTION III.

**BID FORM, UNIT PRICES, BIDDER
AFFIDAVIT, SAMPLE BID BOND**

UNIT PRICES ARE NOT REQUIRED FOR THIS PROJECT

BIDDER AFFIDAVIT IS NOT REQUIRED FOR THIS PROJECT

**BID BOND AND PERFORMANCE/PAYMENT BOND
ARE NOT REQUIRED FOR THIS PROJECT**

**SECTION IV. AFFIRMATIVE ACTION AND LIVING
 WAGE REQUIREMENTS**

2013

RE: Affirmative Action and Living Wage Ordinance

To Prospective Bidders:

Affirmative Action: All bidders with the City of Bloomington for projects in excess of \$10,000.00 must submit an affirmative action plan to my office. This plan must insure that applicants are employed and that employees are treated in a manner that provides equal employment opportunity and tends to eliminate inequality based upon race, religion, color, sex, national origin, ancestry or disability.

In addition, pursuant to the **Responsible Bidders Ordinance**, all bidders with the City of Bloomington for public work bids of \$150,000 or more must include two additional protected categories in their affirmative action plan: sexual orientation and gender identity.

Even if your company already has a plan on file with the City, you must check with me to make sure that it complies with our current requirements. If you already have a plan, but it does not cover all of the City's current requirements, you may submit a separate supplement with your plan to fill any gaps.

You must submit your written affirmative action plan (or supplement) to me at least twenty-four hours before the bid deadline. You must submit your plan to me separately from your bid. The twenty-four hours will give me sufficient time to review your and the other bidders' plans. I recommend that you submit your affirmative action plan to me earlier, if possible, so that you and I will have time to work out any problems that may be in your plan. Bidders who fail to submit acceptable plans by the deadline are subject to disqualification.

I strongly advise you to confirm with me that I have received your plan and that it meets our requirements well before the bid deadline. We will make every effort to work with you to clear up problems. But it remains your responsibility to confirm that I received your plan and that it complies with our requirements. If you fail to confirm that I received and approved your plan, you risk losing your eligibility to bid. We will be glad to provide a receipt upon request. Please let us know if you want a receipt when you submit your plan.

You must insure that all the protected classes listed above are included in your plan. In addition to other requirements, your plan **MUST** include a workforce breakdown, an internal grievance procedure, a non-retaliation statement, designation of a person by name or position who is responsible for implementing the plan, applicability to both applicants and employees,

recruitment of minorities, equal access to training programs, and an explanation of your methods of communicating the operations of your affirmative action plan to your employees and prospective applicants.

Accompanying this letter you will find the following materials:

- (1) A workforce breakdown form. You **MUST** submit a workforce breakdown (sometimes called a "utilization report") with your Affirmative Action plan. This form is provided for your convenience. If you already have a current form you have completed for another jurisdiction that includes the same type of information, you may substitute a copy of that form instead of using our form. Your workforce breakdown figures must be updated every six months. Even if you already have an acceptable affirmative action plan on file with my office, you should submit a new workforce breakdown each time you bid for a City Contract, to be sure we have up-to-date figures.
- (2) An affirmative action plan checklist. I will use this checklist to review your affirmative action plan. If you compare your plan with this list, you should be able to tell whether your plan fulfills the City's requirements. If you omit any of the elements on the checklist, your plan will not be approved.
- (3) Two sample affirmative action plans: one for bidders covered by the Responsible Bidders Ordinance and one for all other bidders. These may be useful if your company has never designed an affirmative action plan before. Feel free to adopt one of these plans as your own or to amend them to meet your needs.

Additional materials, such as the City of Bloomington's Contract Compliance Regulations, are available from my office upon request.

Living Wage: Also, please be aware that you may be required to comply with the Bloomington Living Wage Ordinance. Whether the LWO applies to your project depends upon the size and type of your project and the number of people you employ. If you have questions about the applicability of the LWO, click on the LWO flow chart at www.bloomington.in.gov/livingwage or call me. For 2013, the living wage for covered employees is \$11.85 an hour.

If you have any questions, contact me at (812) 349-3429 or e-mail me at mckinneb@bloomington.in.gov. My office hours are Monday through Friday, 8-5. Thank you.

Barbara E. McKinney, Human Rights Director/Contract Compliance Officer

BLOOMINGTON HUMAN RIGHTS COMMISSION
Model Affirmative Action Plan

Policy Statement

_____, Inc., declares its policy to provide equal opportunity in employment, training and advancement, and to administer its employment practices without regard to race, color, religion, sex, national origin, ancestry or disability. Our policy of nondiscrimination will prevail throughout every aspect of our employment practices, including recruitment, hiring, training and all other terms and conditions of employment. We shall implement an affirmative action plan to make it widely known that equal employment opportunities are available on the basis of individual merit. We shall survey and analyze our employment workforce annually to determine what steps, if any, are needed to conform effectively with this equal employment policy.

Responsible Officer

Mr. or Ms. _____ (or the _____ officer) is the equal employment opportunity officer for our company and is responsible for implementing this affirmative action policy.

Publication of Policy

Our employees will be made aware of our commitment to affirmative action through the following procedures:

- posting notices on employee bulletin boards,
- including our policy statement and plan in our personnel manual,
- regularly sending out notice of our policy in paycheck envelopes, and
- training supervisors to recognize discriminatory practices.

We will make potential employees aware of our policy through the following procedures:

- including the words "Equal Opportunity Employer" in all of our advertisements and notices for job openings,
- notifying employment agencies about our commitment, and
- sending notice of our policy to unions.

Implementing Our Policy

Our affirmative action plan will be implemented by widening our recruitment sources. We shall advertise in newspapers and other media that reach people in protected classes. We shall send job notices to schools with large percentages of students in the protected classes and to local groups that serve these classes.

We shall examine our hiring practices periodically to insure that we consider only job-related qualifications in filling our positions. We shall discard irrelevant educational requirements and unnecessary physical requirements. We shall retain only job-related questions on our employment application.

We shall keep affirmative action information on each applicant, but separate from his or her application. We shall keep records on our hiring decisions to evaluate the success of our affirmative action measures. We shall decide placement, duties, benefits, wages, training prospects, promotions, layoffs and terminations without regard to race, sex, religion, color, national origin, ancestry or disability.

Grievance Procedure

If an employee feels he or she has been discriminated against on the basis of race, sex, religion, color, national origin, ancestry or disability he or she may bring the complaint to his or her immediate supervisor. If the complaint is not resolved readily at that level, he or she may submit it to _____
_____ (personnel officer, corporate president, other) who will make a final decision on its validity. This grievance process does not preclude his or her complaining to local, state or federal civil rights agencies. We will not retaliate against an employee or applicant for voicing a grievance or for filing a complaint with the appropriate agency.

Our current workforce breakdown is shown on the attached form.

Corporate President

Date

SECTION V. PREVAILING SCALE OF WAGES

**PREVAILING WAGE SCALE RATES
ARE NOT APPLICABLE FOR THIS PROJECT**

**SECTION VI. STATE FORM NO. 96,
QUESTIONNAIRE, NON-COLLUSION AFFIDAVIT**

CONTRACTOR'S BID FOR PUBLIC WORK – FORM 96

PART I

(To be completed for all bids. Please type or print)

Date: _____

1. Governmental Unit (Owner): _____

2. County : _____

3. Bidder (Firm): _____

Address: _____

City/State: _____

4. Telephone Number: _____

5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of _____

(Governmental Unit) in accordance with plans and specifications prepared by _____

_____ and dated _____ for the sum of

_____ \$ _____

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

Contracting Authority Members:

PART II

(For projects of \$100,000 or more – IC 36-1-12-4)

Governmental Unit: _____

Bidder (Firm) _____

Date: _____

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

SECTION I EXPERIENCE QUESTIONNAIRE

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

Table with 4 columns: Contract Amount, Class of Work, Completion Date, Name and Address of Owner

2. What public works projects are now in process of construction by your organization?

Table with 4 columns: Contract Amount, Class of Work, Expected Completion Date, Name and Address of Owner

3. Have you ever failed to complete any work awarded to you? _____ If so, where and why?

4. List references from private firms for which you have performed work.

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. (Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)

2. Please list the names and addresses of all subcontractors (i.e. persons or firms outside your own firm who have performed part of the work) that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION VII. GENERAL CONDITIONS

GENERAL CONDITIONS

FOR

CONSTRUCTION

INDEX TO THE ARTICLES OF THE GENERAL CONDITIONS

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10. CHANGES IN THE WORK
11. CHANGES IN CONTRACT PRICE
12. CHANGE OF CONTRACT TIME
13. LIQUIDATED DAMAGES
14. WARRANTY AND GUARANTEE:
TESTS AND INSPECTIONS;
CORRECTION, REMOVAL OR
ACCEPTANCE OF DEFECTIVE
WORK.
15. PAYMENTS AND COMPLETION.
16. SUSPENSION OF WORK AND
TERMINATION.
17. ARBITRATION.
18. ENVIRONMENTAL REQUIREMENTS.
19. MISCELLANEOUS.

1.00. DEFINITIONS.

The Owner, the Contractor and the Engineer, are those mentioned as such in the Agreement. They are treated throughout the Contract Documents as if each were of the singular number and masculine gender. Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

- 1.01. ADDENDA.** Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents when the Agreement is executed.
- 1.02. AGREEMENT.** The contractual agreement between the Contractor and the Owner.
- 1.03. APPLICATION FOR PAYMENT.** The form used by Contractor in requesting payments, including accompanying documentation required by the Contract Documents.
- 1.04. BID.** The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- 1.05. BIDDER.** Any person, firm, or corporation submitting a Bid for the Work.
- 1.06. BOARD.** The City of Bloomington Board of Park Commissioners.
- 1.07. BONDS.** Bid, performance, and payment bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.
- 1.08. CHANGE ORDER.** A written order to the Contractor signed by the Owner authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.
- 1.09. CONTRACT.** The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Engineer and the Contractor, (2) between the Owner and a Subcontractor or Sub subcontractor, or (3) between any persons or entities other than the Owner and Contractor.
- 1.10. CONTRACT DOCUMENTS.** The Agreement, Addenda (whether issued prior to the opening of Bids or the execution of the Agreement), Change Orders issued by the Owner or Engineer, Invitation to Bid, Instructions to Bidders, Proposal, Non-Collusion Affidavit, Questionnaire, Contractor's Bid, the Bonds, Employment Requirements and Wage Rates, Notification Procedures, General Equipment Stipulations, the Notice of Award, the Notice to Proceed, these General Conditions, the Special Conditions, the Specifications, Drawings, and Modifications.
- 1.11. CONTRACT PRICE.** The total amount payable to the Contractor under the Contract Documents.
- 1.12. CONTRACT TIME.** The number of days stated in the Agreement for the completion of the Work, computed as provided in these General Conditions; or by the date set forth in the Agreement. Contract days are not to be determined from the usage of the Indiana Department of Transportation (I.N.D.O.T.) Standard Specifications Manual.
- 1.13. CONTRACTOR.** The person, firm, or corporation with whom the Owner has executed the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative. The relationship of the Contractor to the Owner shall be that of an independent contractor.
- 1.14. DAY.** A calendar day of twenty-four hours measured from midnight to the next midnight.
- 1.15. DATE OF CONTRACT.** The date written in the first paragraph of the Contract Agreement.

- 1.16. DRAWINGS OR PLANS.** The graphic and pictorial portions of the Contract Documents, wherever located or whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.
- 1.17. ENGINEER.** The City Engineer, person, firm, or corporation named by the Owner “the City of Bloomington”, or the duly authorized agents of the Engineer, acting within the scope of the duties entrusted to them.
- 1.18. FIELD ORDER.** A written order issued by the Engineer which clarifies or interprets the Contract Documents or orders minor changes in the Work.
- 1.19. MODIFICATION.** (a) A written amendment of the Contract Documents signed by both parties. (b) A Change Order. (c) A written clarification or interpretation issued by the Engineer. (d) A written order for a minor change or alteration in the Work issued by the Engineer. A Modification may be issued only after execution of the Agreement.
- 1.20. NOTICE OF AWARD.** The Written notice by the Owner to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, the Owner will execute and deliver the Agreement to him.
- 1.21. NOTICE TO PROCEED.** A written notice given to the Contractor by the Owner (with a copy to the Engineer) fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform his obligations under the Contract Documents.
- 1.22. OWNER.** The City of Bloomington named and designated in the Agreement as “Owner” acting through its Board of Public Works and its authorized agents. All notices, letters, and other communication directed to the Owner shall be addressed and delivered to the Office of the City Engineer, 401 North Morton, Bloomington, Indiana, 47401.
- 1.23. PROJECT.** The total construction of which the Work performed under the Contract Documents may be the whole or a part, and which may include construction by the Owner or by separate contractors.
- 1.24. QUOTE.** The offer or proposal of the Quoter submitted on the prescribed form setting forth the prices for the Work to be performed.
- 1.25. QUOTER** Any person, firm, or corporation submitting a Quote for the Work.
- 1.26. RESPONSIBLE BIDDER.** One who is fully capable of performing the contract requirements and who has the integrity and reliability to insure faithful performance.
- 1.27. RESPONSIVE BIDDER.** One who has submitted a bid conforming in all material respects to the Contract Documents.
- 1.28. SHOP DRAWINGS.** All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work.
- 1.29. SPECIFICATIONS.** Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work, and performance of related services.
- 1.30. SUBCONTRACTOR.** An individual, firm, or corporation having a direct contact with the Contractor or with any other Subcontractor for the performance of a part of the Work to a special design at the site, but does not include a firm which merely furnishes material.
- 1.31. SUBSTANTIAL COMPLETION.** The date as determined by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended; or if there be no such determination, the date of final completion.
- 1.32. WORK.** Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project assigned to, or undertaken by, the Contractor under the Contract Documents, including all labor, materials, equipment, and other incidentals, and the furnishing thereof.

1.33. MISCELLANEOUS DEFINITIONS

- 1.33.1. AS ORDERED, AS DIRECTED, AS REQUIRED, AS PERMITTED, AS ALLOWED.** The order, directions, requirement, permission, or allowance of the Owner or Engineer is intended only to the extent of judging compliance with the Contract Documents. The terms do not imply that the Owner or Engineer has any authority or responsibility for supervision of the Contractor's forces or construction operations. Such supervision is the sole responsibility of the Contractor.
- 1.33.2. REASONABLE, SUITABLE, ACCEPTABLE, PROPER, SATISFACTORY.** The terms reasonable, suitable, acceptable, proper, and satisfactory mean such to the Owner or Engineer and are intended only to the extent of judging compliance with the Contract Documents.
- 1.33.3. UNDERSTOOD AND AGREED.** Whenever in these Contract Documents the expression "it is understood and agreed" or an expression of like import is used, such expression means the mutual understanding and agreement of the parties executing the Contract Agreement.

2.00. EXECUTION OF AGREEMENT.

- 2.01. EXECUTION OF AGREEMENT.** The Agreement and other Contract Documents will be executed as set forth in the Special Conditions.
- 2.02. DELIVERY OF BONDS.** When the executed Agreements are delivered to the Owner, the Contractor shall also deliver to the Owner such Bonds as he may be required to furnish in accordance with the Agreement.
- 2.03. COPIES OF DOCUMENTS.** The Owner shall furnish to the Contractor the number of copies of the Contract Documents set forth in the Special Conditions or a minimum of 3 sets of complete documents.
- 2.04. CONTRACTOR'S PRE-AWARD REPRESENTATIONS.** The Contractor represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study, observations and site visits with the requirements of the Contract Documents. The Contractor also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.
- 2.05. COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED.** Unless otherwise provided in the SPECIAL CONDITIONS, the Contractor will be expected to 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 begin prior to the date of the Notice to Proceed unless this time is waived and mutually agreed upon and indicated on the Notice to Proceed.
If a delayed starting date is indicated in the proposal, the 15 calendar day limitation shall 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.
- 2.06. STARTING THE PROJECT.** The Engineer shall be notified at least 3 days in advance of the date on which the work is expected to begin. Should the prosecution of the work for any reason be discontinued, the Engineer shall be notified at least 24 hours in advance of resuming operations.
- 2.07. BEFORE STARTING CONSTRUCTION.** Before undertaking each part of the Work, the Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once

report in writing to the Engineer any conflict, error, or discrepancy which he may discover. However, he shall not be liable to the Owner or Engineer for his failure to discover any conflict, error, or discrepancy in the Drawings or Specifications.

2.08. SUBMISSION OF SCHEDULES. Within ten days after delivery of the executed Agreement by the Owner to the Contractor, the Contractor shall submit to the Engineer for review, an estimated progress schedule that shall be in 'Critical Path' format and indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing submissions and other specified schedules. The 'Critical Path' schedule must include all possible overlapping work that can be accomplished should one action or function not be available or accessible to the contractor in order to show that the Contractors interrelated activities that will control the work path to complete the project within the time limits set forth for the project.

Contracts with less than 60 calendar days completion time, less than 35 work days, or less than 60 days between the notice to proceed and the completion date do not need to submit a progress schedule.

The progress schedule may be used as a basis for establishing major construction operations and as a check on the progress of the work. The Engineer shall be notified at least 3 days in advance of the date on which the work is expected to begin.

Sufficient materials, equipment, labor shall be provided by the Contractor to meet the progress schedule (if required) and to guarantee the completion of the project in accordance with the plans and specifications.

3.00. CORRELATION, INTERPRETATION, AND INTENT OF CONTRACT DOCUMENTS.

It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the Owner and the Contractor. They may be altered only by a Modification.

The Contract Documents are complementary. What is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error, or discrepancy in the Contract Documents, he shall call it to the Engineer's attention in writing at once. Before proceeding with the Work affected thereby, he shall not be liable to the Owner or Engineer for his failure to discover any conflict, error or discrepancy in the Specifications or Drawings. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

In case of discrepancy, calculated dimensions will govern over scaled dimensions; plans will govern over specifications; special conditions will govern over the plans and specifications. The instructions to bidders and the description of the pay items listed in the itemized proposal will govern over plans, specifications, and special conditions. The precedence outlined herein shall not absolve the Contractor of his responsibility with regard to errors and omissions, or from his requirement to follow all IOSHA, OSHA, any local safety ordinances, and general good construction practices.

Advantage shall not be taken of any apparent error or omission in the plans or specifications. In the event such an error or omission is discovered, the Engineer shall be notified immediately in writing. Such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications will then be made.

4.00. AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS.

- 4.01. AVAILABILITY OF LANDS.** The Owner shall furnish, as indicated in the Contract Documents and not later than the Notice to Proceed, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for use by the Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by Owner, unless otherwise specified in the Contract Documents. If the Contractor believes that any delay in the Owner's furnishing these lands or easements entitles him to an extension of the Contract Time, he may make a claim therefor as provided in these General Conditions
- 4.02. PHYSICAL CONDITIONS; SURVEYS AND REPORTS.** Refer to **Instructions to Bidders**. For identification of those surveys and investigation reports of subsurface and latent physical conditions at the Project site or otherwise affecting performance of the Work which have been relied upon by the Engineer in preparation of the Drawings and Specifications, refer to **SPECIAL CONDITIONS**.
- 4.03. UNFORESEEN PHYSICAL CONDITIONS.** The Contractor shall promptly notify the Owner and Engineer in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. The Engineer will promptly investigate those conditions and advise the Owner in writing if further surveys or subsurface tests are necessary. Promptly thereafter, the Owner shall obtain the necessary additional surveys and tests and furnish copies to the Engineer and Contractor. If the Engineer finds that the results of such surveys or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by the Contractor, a Change Order shall be issued incorporating the necessary revisions.
- 4.04. REFERENCE POINTS.** The Owner shall provide engineering surveys for construction to establish reference points which in his judgment are necessary to enable the Contractor to proceed with the Work. The Contractor shall be responsible for surveying and laying out the Work (unless otherwise provided in the Special Conditions), and shall protect and preserve the established reference points and shall make no changes or reallocations without the prior written approval of the Owner. He shall report to the Engineer whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. The Contractor shall replace and accurately relocate all reference points so lost, destroyed or moved at the Contractor's expense.

BONDS AND INSURANCE.

- 5.01. PERFORMANCE, PAYMENT AND OTHER BONDS.** The Contractor shall furnish a Performance Bond, Payment Bond, and other Bonds specified in **AGREEMENT** as security for the faithful performance and payment of all his obligations under the Contract Documents. The Performance Bond shall be in an amount at least equal to 100% of the Contract Price, unless otherwise listed in **SPECIAL CONDITIONS**. Bonds shall be executed on the forms (when provided) included in the Contract Documents and with such sureties as are licensed to conduct business in the state of Indiana and are named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. The surety shall have an "A" minimum rating of performance and a financial rating strength of five times the Contract Price, all as stated in "Best's Key Rating Guide, Property-Liability". Each Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the Bond.
- 5.02. TERMINATION OF SURETY.** If the surety on any Bond furnished by the Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated or revoked in any state where any part of the Project is located, the Contractor shall within five days thereafter substitute another Bond and surety, both of which shall be acceptable to the Owner.
- 5.03. CONTRACTOR'S LIABILITY INSURANCE.** The Contractor shall purchase and maintain such insurance as will protect him from claims under worker's compensation laws,

disability benefit laws, or similar employee benefit laws, from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by personal injury liability coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom - any or all of which may arise out of or result from the Contractor's operations under the Contract Documents, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall include the specific coverage's and be written for not less than any limits of liability and maximum deductibles specified in the Supplementary Conditions or required by law, whichever is greater, shall include contractual liability insurance and shall include the Owner and Engineer as additional insured parties. Before starting the Work, the Contractor shall file with the Owner and Engineer certificates of such insurance, acceptable to the Owner; these certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least fifteen days prior written notice has been given to the Owner and Engineer.

6.00. CONTRACTOR'S RESPONSIBILITIES.

6.01. SUPERVISION AND SUPERINTENDENCE. The Contractor shall supervise and direct the Work efficiently and with his best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but he shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. The Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.02. RESIDENT SUPERINTENDENT. The Contractor shall keep on the Work site at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to the Owner and Engineer except under extraordinary circumstances. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.

6.03. LABOR, MATERIALS AND EQUIPMENT. The Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, and all other facilities and incidentals necessary for the execution, testing, initial operation, and completion of the Work.

All materials and equipment shall be new, except as otherwise provided in the Contract Documents. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the contract Documents.

The Contractor shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them, and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between the Owner or Engineer and any Subcontractor or other person or organization having a

direct contact with the Contractor, nor shall it create any obligation on the part of the Owner or Engineer to pay or to see to the payment of any monies due any Subcontractor or any other person or organization, except as may otherwise be required by law. The Owner or Engineer may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to the Contractor on account of specific Work done in accordance with the schedule of values.

The divisions and sections of the Specifications and the identification of any Drawings shall not control the Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

The Contractor agrees to bind specifically every Subcontractor to the specific terms and conditions of the Contract Documents for the benefit of the Owner.

All Work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance, except such rights as they may have to the proceeds of such insurance. The Contractor shall pay each Subcontractor a just share of any insurance monies received by the Contractor.

- 6.04. PATENT FEES AND ROYALTIES.** The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of the Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents. The Contractor shall indemnify and hold harmless the Owner and Engineer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.
- 6.05. PERMITS.** The Contractor shall obtain and pay for all construction permits and licenses and shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. The Owner shall assist the Contractor, when necessary, in obtaining such permits and licenses. The Contractor shall also pay all public utility charges.
- 6.06. LAWS AND REGULATIONS.** The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the Specifications or Drawings are in conflict therewith, he shall give the Engineer prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, he shall bear all costs arising therefrom; however, it shall not be his primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.
- 6.07. TAXES.** The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place where the work is to be performed.
- 6.08. USE OF PREMISES.** The Contractor shall confine his equipment, the storage of materials and equipment and the operations of his workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not

unreasonably encumber the premises with materials or equipment. No assumptions of allowable traffic closures shall be made by the Contractor unless specifically called for in a "Maintenance of Traffic" plan should one exist. All roadway and lane closures must be approved by the Engineer prior to implementing the closure and a 'Notice of Intent' to close a lane or roadway must be delivered in writing to the Engineer by the Wednesday preceding the week of the desired closure date or time so proper notification can be given to the required personnel.

The Contractor shall not load nor permit any part of any structure to be loaded with weights that will endanger the structure, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

6.09. RECORD DRAWINGS. The Contractor shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer and shall be delivered to him for the Owner upon completion of the Project and prior to final payment.

6.10. SAFETY AND PROTECTION. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

- 1) all employees on the Work and other persons who may be affected thereby.
- 2) all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and
- 3) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.
- 4) The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall notify owners of adjacent utilities when prosecution of the Work may affect them. All damage, injury or loss to any property caused directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor: except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of the Owner or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor. The Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and the Engineer has issued a notice to the Owner and Contractor in accordance with Supplementary Conditions that the Work is acceptable.

6.11. SUPERINTENDENT OF SAFETY. The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner. The Superintendent of Safety shall be responsible for the maintenance of traffic control devices and personnel in accordance with the Manual on Uniform Traffic Control Devices (M.U.T.C.D.) for work zone safety.

6.12. EMERGENCIES. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He shall give the Engineer prompt written notice of any significant changes in the Work or deviations from the Contract

Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved. If the Contractor believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore.

6.13. INDEMNIFICATION. The Contractor shall indemnify and hold harmless the Owner and Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense:

- 1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and
- 2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Owner or Engineer or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

The indemnification obligations of the Contractor shall not extend to the liability of the Engineer, his agents or employees arising out of:

- 1) the preparation of maps, drawings, opinions, reports, surveys, Change Orders, designs, or specifications or
- 2) the giving of or the failure to give directions or instructions by the Engineer, his agents or employees, provided such giving or failure to give is the primary cause of injury or damage.

7.00. WORK BY OTHERS.

The Owner may perform additional work related to the Project by himself, or he may let other direct contracts therefore which shall contain General Conditions similar to these. The Contractor shall afford the other contractors who are parties to such direct contracts (or the Owner, if he is performing the additional work himself) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

If any part of the Contractor's Work depends for proper execution or results upon the work of any such other contractor (or Owner), the Contractor shall inspect and promptly report to the Engineer in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure to so report shall constitute an acceptance of the other work as fit and proper for the relationship of his Work except as to defects and deficiencies which may appear in the other work after the execution of his Work.

The Contractor shall do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer and of the other contractors whose work will be affected.

If the performance of additional work by other contractors or the Owner is not noted in the Contract Documents prior to the execution of the contract, written notice thereof shall be given to the Contractor prior to starting any additional work. If the Contractor believes that the performance of any such additional work by the Owner or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefor.

8.00. OWNER'S RESPONSIBILITIES.

The Owner shall issue all communications to the Contractor through the Engineer. In case of termination of the employment of the Engineer, the Owner shall appoint an engineer against whom the Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer. Any dispute in connection with such an appointment shall be subject to arbitration. The Owner shall furnish the data required of him under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due. In addition to his rights to request changes in the Work, the Owner shall be obligated to execute Change Orders.

9.00. ENGINEER'S STATUS DURING CONSTRUCTION.

9.01. OWNER'S REPRESENTATIVE. The Engineer will be the Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of the Engineer as the Owner's representative during construction are set forth in these General Conditions and shall not be extended without the written consent of the Owner and the Engineer.

9.02. CLARIFICATIONS AND INTERPRETATIONS. The Engineer will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price, he may make a claim therefor.

9.03. REJECTING DEFECTIVE WORK. The Engineer will have authority to reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Specifications, or has been damaged prior to the Engineer's recommendation of final payment). He will also have authority to require special inspection or special testing of the Work whether or not the Work is fabricated, installed or completed.

9.04. DECISIONS ON DISAGREEMENTS. The Engineer will be the interpreter of the requirements of the Contract Documents and the judge of the performance hereunder. In his capacity as interpreter and judge he will exercise his best efforts to insure faithful performance by both Owner and Contractor. He will not show partiality to either and will not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes, and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred to the Engineer for decision, which he will render in writing within a reasonable time.

9.05. ARBITRATION. Either the Owner or the Contractor may demand arbitration with respect to any such claim, dispute, or other matter that has been referred to the Engineer, except any which have been waived by the making or acceptance of final payment, such arbitration to be in accordance with these General Conditions. However, no demand for arbitration of any such claim, dispute, or other matter shall be made until the earlier of (a) the date on which the Engineer has rendered his decision or (b)

the tenth day after the parties have presented their evidence to the Engineer if he has not rendered his written decision before that date. No demand for arbitration shall be made later than thirty days after the date on which the Engineer rendered his written decision in respect to the claim, dispute or other matter as to which arbitration is sought; and the failure to demand arbitration within said thirty days' period shall result in the Engineer's decision being final and binding upon the Owner and the Contractor. If the Engineer renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but shall not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned.

9.06. LIMITATIONS ON THE ENGINEER'S RESPONSIBILITIES. Neither the Engineer's authority to act under this article or elsewhere in the Contract Documents nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any material, man, fabricator, supplier or any of their agents or employees or any other person performing any of the Work.

The Engineer will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, and he will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents.

The Engineer will not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of his or their agents or employees or any other persons at the site or otherwise performing any of the Work.

10.00. CHANGES IN THE WORK.

Without invalidating the Agreement, the Owner may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders and initiated through a Field Order from the Engineer or Owner. Upon receipt of a Change Order, the Contractor shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in these General Conditions on the basis of a claim made by either party.

The Engineer may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the Contractor believes that any minor change or alteration authorized by the Engineer entitles him to an increase in the Contract Price, he may make a claim therefor.

Additional work performed by the Contractor without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except as otherwise provided herein.

The Owner shall execute appropriate Change Orders prepared by the Engineer covering changes in the Work to be performed as provided herein and any other claim of the Contractor for a change in the Contract Time or the Contract Price which is confirmed by the Engineer.

It is the Contractor's responsibility to notify his Surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly.

11.00. CHANGE OF CONTRACT PRICE.

The Contract Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or

undertaken by the Contractor shall be at his expense without change in the Contract Price.

The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to the Owner and Engineer within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless the Engineer allows an additional period of time to ascertain accurate cost data. All claims for adjustments in the Contract Price shall be determined by the Engineer if the Owner and the Contractor cannot otherwise agree on the amount involved. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order. All changes requested by the Engineer or Owner must be submitted to the Contractor in the form of a Field Order, at which time, the contractor shall provide in return a request for a change order with the prices for said requested work detailed by item and quantity for the Engineer and Owner to review for acceptance and so they can issue a Change Order for the approved work.

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

- 1) Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
- 2) By mutual acceptance of a lump sum.
- 3) On the basis of the Cost of the Work plus a Contractor's Fee for overhead and profit (determined in accordance with the following paragraphs).

11.01. COST OF THE WORK. The term "Cost of the Work" means the sum of all costs necessarily incurred and paid by the Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by the Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, and shall include only the following items:

- 1) Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications set forth in the Wage Scale Determination. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by the Owner.
- 2) The cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to the Contractor unless the Owner deposits funds with the Contractor with which to make payments, in which case the cash discounts shall accrue to the Owner. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they may be obtained.
- 3) Payments made by the Contractor to the Subcontractors for Work performed by the Subcontractors. If required by the Owner, the Contractor shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such bids to the Owner, who will then determine with the advice of the Engineer which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on

the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as the Contractor's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

- 4) Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.

11.02. SUPPLEMENTAL COSTS include the following:

- 1) The proportion of necessary transportation, traveling and subsistence expenses of the Contractor's employees incurred in discharge of duties connected with the Work.
- 2) The cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of the Contractor.
- 3) Rentals of all construction equipment and machinery and the parts thereof whether rented from the Contractor or others in accordance with the rental agreements approved by the Owner with the advice of the Engineer, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.
- 4) Sales, use or similar taxes related to the Work, and for which the Contractor is liable, imposed by any governmental authority.
- 5) Deposits lost for causes other than the Contractor's negligence, royalty payments and fees for permits and licenses.
- 6) Losses, damages and expenses, not compensated by insurance or otherwise, sustained by the Contractor in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of the Owner. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining the Contractor's fee. If, however, any such loss or damage requires reconstruction and the Contractor is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated under Contractor's Fee.
- 7) The cost of utilities, fuel and sanitary facilities at the site.
- 8) Minor expenses such as telegrams, long distance phone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.
- 9) The cost of premiums for additional bonds and insurance required because of changes in the Work.

11.03 The term "**COST OF THE WORK**" shall *not* include any of the following:

- 1) Payroll costs and other compensation of the Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by the Contractor, whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the agreed upon

schedule of job classifications - all of which are to be considered administrative costs covered by the Contractor's Fee.

- 2) Expenses of the Contractor's principal and branch offices other than his office at the site.
- 3) Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work and charges against the Contractor for delinquent payments.
- 4) Cost of premiums for all bonds and for all insurance policies whether or not the Contractor is required by the Contract Documents to purchase and maintain the same (except as otherwise provided above).
- 5) Costs due to the negligence of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- 6) Other overhead or general expense costs of any kind not specifically and expressly included in the Cost of the Work.

11.04. CONTRACTOR'S FEE. The Contractor's Fee which includes his overhead and profit shall be determined as follows:

- 1) A mutually acceptable fee; or , if none can be agreed upon,
- 2) A fee based on the following percentages of the various portions of the Cost of the Work:
 - for payroll costs and the cost of all materials and equipment included in the Work, the Contractor's Profit shall be ten percent.
 - for payments to Subcontractors, the Contractor's Profit shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten percent, and
 - no fee shall be payable on the basis of costs of special consultants or supplemental costs.

11.05. CREDIT. The amount of credit to be allowed by the Contractor to the Owner for any such change which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any. Whenever the cost of any Work is to be determined pursuant to preceding paragraphs, the Contractor will submit in form prescribed by the Engineer an itemized cost breakdown together with supporting data.

12.00. CHANGE OF CONTRACT TIME.

The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to the Owner and Engineer within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless the Engineer allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by the Engineer if the Owner and the Contractor cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

Computation of Contract time shall be in accordance with the contract agreement and not that of the Indiana Department of Transportation (INDOT)

The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if he makes a claim therefore as provided in the preceding paragraph. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by the Owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions made herein shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

13.00. LIQUIDATED DAMAGES.

Liquidated damages shall be paid to the Owner in accordance with the Special Conditions if specified therein. If no provision is made in the Special Conditions, liquidated damages shall be paid as follows:

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

SCHEDULE FOR LIQUIDATED DAMAGES FOR EACH DAY OF OVERRUN IN CONTRACT TIME

Original Contract Amount		Daily Charge	
From More Than	To and Including	Calendar Day or Fixed Date	Work Day
\$0	\$100,000.00	\$200.00	\$200.00
\$100,000.00	\$500,000.00	\$300.00	\$400.00
\$500,000.00	\$2,000,000.00	\$400.00	\$800.00
\$2,000,000.00	\$7,000,000.00	\$500.00	\$1,500.00
\$7,000,000.00	-----	\$700.00	\$2,000.00

14.00. WARRANTY AND GUARANTEE: TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK.

14.01. WARRANTY AND GUARANTEE. The Contractor warrants and guarantees to the Owner and Engineer that all materials and equipment will be new unless otherwise specified and that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents and of any inspections, tests or approvals referred to in the Tests and Inspection paragraph. All unsatisfactory Work, all faulty or defective Work, and all Work not conforming to the requirements of the Contract Documents at the time of acceptance thereof or of such inspections, tests or approvals, shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective Work, whether or not in place, may be rejected, corrected, or accepted as provided herein.

14.02. TESTS AND INSPECTIONS. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by some public body, the Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish the Engineer the required certificates of inspection, testing, or approval. All other inspections, tests, or approvals required by the Contract Documents shall be performed by organizations acceptable to the Owner and the Contractor and the costs thereof shall be borne by the Owner unless otherwise specified.

The Contractor shall give the Engineer timely notice of readiness of the Work for all inspections, tests or approvals. If any such Work required so to be inspected, tested or approved is covered without written concurrence of the Engineer, it must, if requested by the Engineer, be uncovered for observation, and such uncovering shall be at the Contractor's expense unless the Contractor has given the Engineer timely notice of his intention to cover such Work and the Engineer has not acted with reasonable promptness in response to such notice. This timeframe of notification shall be no less than 2 hours, and occur during normal working hours of the City of Bloomington (Monday through Friday – 8:00a.m. to 5:00p.m.) Requests for inspection during all other hours shall receive 48 hours notice

Neither observations by the Engineer nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the Work in accordance with the Contract Documents.

14.03. ACCESS TO WORK. The Engineer and his representatives and other representatives of the Owner will at reasonable times have access to the Work. The Contractor shall provide proper and safe facilities for such access and observation of the Work and also for any inspection or testing thereof by others.

14.04. UNCOVERING WORK. If any Work is covered contrary to the written request of the Engineer, it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.

If any Work has been covered which the Engineer has not specifically requested to observe prior to its being covered, or if the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefor.

- 14.05. OWNER MAY STOP THE WORK.** If the Work is defective, or the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if the Contractor fails to make prompt payment to Subcontractors or for labor, materials or equipment, the Owner may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other party.
- 14.06. CORRECTION OR REMOVAL OF DEFECTIVE WORK.** If required by the Engineer prior to his recommendation of final payment, the Contractor shall promptly, without cost to the Owner and as specified by the Engineer, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the Engineer, remove it from the site and replace it with nondefective Work. If the Contractor does not correct such defective Work within a reasonable time, all as specified in a written notice from the Engineer, the Owner may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by the Contractor, and an appropriate deductive Change Order shall be issued. The Contractor shall also bear the expenses of making good all Work of others destroyed or damaged by his correction, removal or replacement of his defective Work.
- 14.07. CORRECTION PERIOD.** If, after final payment and prior to the expiration of one year after the date of Substantial Completion (unless a longer period is set forth in the Supplementary Conditions) or such longer period as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, the Contractor shall promptly, without cost to the Owner and in accordance with the Owner's written instructions, either correct such defective Work or, if it has been rejected by the Owner, remove it from the site and replace it with nondefective Work. If the Contractor does not promptly comply with the terms of such instructions, the Owner may have the defective Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.
- 14.08. ACCEPTANCE OF DEFECTIVE WORK.** If, instead of requiring correction or removal and replacement of defective Work, the Owner (and, prior to final payment, the Engineer) prefers to accept it, he may do so. In such case, if acceptance occurs prior to final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after final payment, an appropriate amount shall be paid by the Contractor to the Owner.
- 14.09. NEGLECTED WORK BY THE CONTRACTOR.** If the Contractor should fail to prosecute the Work in accordance with the Contract Documents, including any requirements of the

progress schedule, the Owner, after seven days written notice to the Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and the cost thereof (including compensation for additional professional services) shall be charged against the Contractor if the Engineer agrees with such action, in which case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents including an appropriate reduction in the Contract Price. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

15.00. PAYMENTS AND COMPLETION.

- 15.01. APPLICATION FOR PROGRESS PAYMENT.** The Contractor may, no more frequently than every two weeks, make an estimate of the value of the Work completed, and submit an Application for Payment. The estimated cost of repairing, replacing, or rebuilding any part of the Work or replacing materials which do not conform to the Contract Documents will be deducted from the estimated value. The Application for Payment shall be submitted to the Engineer for review and approval.
- 15.02. CONTRACTOR'S WARRANTY OF TITLE.** The Contractor warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to the Owner at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").
- 15.03. REVIEW OF APPLICATION FOR PAYMENT.** The Contractor shall furnish to the Engineer such detailed information as he may request to aid in the review and approval of such Estimates. The Engineer will, within five working days after receipt of each Application for Payment, either recommend payment and present the Application to the Owner, or return the Application to the Contractor indicating in writing his reasons for refusing to recommend payment. In the latter case, the Contractor may make the necessary corrections and resubmit the Application. The Owner will pay to the Contractor within forty-five days after receipt of Application. Retainage shall be withheld from each payment in the amount of 10% of each Application up to 50% completion. At 50% completion further payments shall be made in full to the contractor and no further amounts may be retained unless the Engineer certifies that the job is not proceeding satisfactorily, but amounts previously retained shall not be paid to the Contractor. At 50% completion or any time thereafter when the progress of the Work is not satisfactory, additional amounts may be retained, but in no event shall the total retainage be more than 10% of the value of the work completed. Upon substantial completion of the work, any amount retained may be paid to the Contractor. When the work has been substantially completed except for the work which cannot be completed due to weather conditions, lack of materials or other reasons which in the judgment of the Owner are valid reasons for noncompletion, the Owner may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed. Such Applications for Payment are processed on a regular biweekly schedule, which will be provided to the Contractor.
- 15.04. FINAL INSPECTION.** When the Work has been substantially completed and at a time mutually agreeable to the Owner, Engineer, and Contractor, the Engineer and Contractor shall make a final walk-through inspection of the Work. The Engineer shall report to the Owner his findings as to the acceptability and completeness of the Work.
- 15.05. APPLICATION FOR FINAL PAYMENT.** Upon written notice from the Engineer that Work is completed and acceptable as provided in the Supplementary Conditions, the Contractor shall make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all other documentation called for in the Contract Documents and such other data and schedules as the Engineer may reasonably require.

15.06. FINAL PAYMENT. If, on the basis of his observation and review of the Work during construction, his final inspection and his review of the final Application for Payment, all as required by the Contract Documents, the Engineer is satisfied that the Work has been completed and the Contractor has fulfilled all of his obligations under the Contract Documents, he will, within ten days after receipt of the final Application for Payment, present the Application to the Owner for Payment. Thereupon the Engineer will give written notice to the Contractor that the Work is acceptable subject to the provisions of the paragraph regarding waiver of claims. Otherwise, he will return the Application to the Contractor, indicating in writing his reasons for refusing to recommend final payment, in which case the Contractor shall make the necessary corrections and resubmit the Application. The Owner shall, within thirty days of presentation to him of the final Application for Payment, pay the Contractor the entire sum found to be due after deducting all amounts to be retained under any provision of the Contract Documents.

15.07. CONTRACTOR'S CONTINUING OBLIGATION. The Contractor's obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the Engineer, nor the issuance of a certificate of Substantial Completion, nor any payment by the Owner to the Contractor under the Contract Documents, nor any use or occupancy of the Project or any part thereof by the Owner, nor any act of acceptance by the Owner nor any failure to do so, nor any correction of defective Work by the Owner shall constitute an acceptance of Work not in accordance with the Contract Documents.

15.08. WAIVER OF CLAIMS. The making and acceptance of final payment shall constitute:

- 1) a waiver of all claims by the Owner against the Contractor other than those arising from unsettled Liens, from defective Work appearing after final inspection or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantees specified therein, and
- 2) a waiver of all claims by the Contractor against the Owner other than those previously made in writing and still unsettled.

16.00. SUSPENSION OF WORK AND TERMINATION.

16.01. OWNER MAY SUSPEND WORK. The Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of ninety days by notice in writing to the Contractor, which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefor as provided in these General Conditions.

16.02. OWNER MAY TERMINATE. If the Contractor is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of the Engineer, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his Surety seven days written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such

excesses shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. Such costs incurred by the Owner shall be incorporated in a Change Order.

- 1) Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any rights of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from liability.
- 2) Upon seven days written notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus a reasonable profit.

16.03. CONTRACTOR MAY STOP WORK OR TERMINATE. If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety days by the Owner or under an order of court or other public authority, or the Engineer fails to act on any Application for Payment within thirty days after it is submitted, or the Owner fails to pay the Contractor any sum recommended by the Engineer or awarded by arbitrators within thirty days of its approval and presentation, then the Contractor may, upon seven days written notice to the Owner and Engineer, terminate the Agreement and recover from the Owner payment for all Work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Agreement, if the Engineer has failed to act on an Application for Payment or the Owner has failed to make any payment as aforesaid, the Contractor may upon seven days notice to the Owner and Engineer stop the Work until he has been paid all amounts then due.

17.00. ARBITRATION.

Except as otherwise required by the Supplementary Conditions, all claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining. This agreement so to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

Notice of the demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association, and a copy shall be filed with the Engineer. The demand for arbitration shall be made within thirty days after the Engineer has rendered his decision where applicable, and in all other cases within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

The Contractor will carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise agreed by him and the Owner in writing.

18.00. ENVIRONMENTAL REQUIREMENTS.

The Contractor, when constructing a project involving trenching and/or other related earth excavation, shall comply with the following environmental constraints and be required to install appropriate erosion control devices as determined by the City of Bloomington, which may include, but not be limited to the placement of inlet protection, silt fencing, check dams, temporary seeding and/or mulching. All costs for this work shall be included in the cost of the base bid with work performed by the contractor to ensure that all erosion is contained on site.

- 18.01. WETLANDS.** The Contractor, when disposing of excess, spoil, or other related earth construction materials on public or private property, shall not fill in or otherwise convert wetlands
- 18.02. FLOODPLAINS.** The Contractor, when disposing of excess, spoil, or other related earth construction materials on public or private property, shall not fill in or otherwise convert 100 year flood plain areas delineated on the latest FEMA Floodplain Maps.
- 18.03. HISTORIC PRESERVATION.** Any excavation by the Contractor that uncovers an historical or archaeological artifact shall be immediately reported to the City Engineer's Office. Construction shall be temporarily halted pending the notification process and further directions issued by the City after consultation with the State Historic Preservation Officer (SHPO).
- 18.04. ENDANGERED SPECIES.** The Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species or their critical habitat be brought to the attention of the contractor, the contractor shall immediately report this evidence to the City Engineer. Construction shall be temporarily halted pending the notification process and further directions issued by the OWNER after consultation with the U.S. Fish and Wildlife Service.
- 19.00. MISCELLANEOUS.**
- 19.01. GIVING NOTICE.** Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to be validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by first class, registered or certified mail, postage prepaid, to the business address provided on the Contractual Agreement.
- 19.02. COMPUTATION OF TIME.** Computation of time shall be set forth by the number of calendar days allowed for in the contract agreement. Calendar days shall consist of Monday through Friday excluding Saturday, Sunday, and City of Bloomington observed holidays. The usage of Indiana Department of Transportation (I.N.D.O.T.) standard specifications with regard to time usage or computation does not apply to this contract and therefore is not applicable.
- 19.03. ADDITIONAL SPECIFICATION REQUIREMENTS.** Areas of work not covered under Special Conditions will be required to meet specifications covered in applicable sections of Indiana Department of Transportation Specifications 2010 Edition (or latest edition and supplement at time of bid) for the installation and placement of materials to ensure quality workmanship. INDOT Specifications shall not be interpreted to contradict current Public Works, or Bloomington Utility Specifications which shall override and supersede INDOT Specifications.

END

SECTION VIII.

SPECIAL CONDITIONS

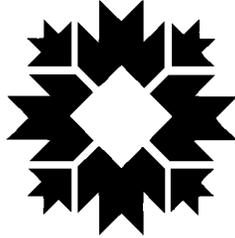
SPECIAL CONDITIONS
BANNEKER COMMUNITY CENTER RESTROOM RENOVATION

- 1. 4.06 Performance Bond**
A Performance Bond shall NOT be required for this project
- 2. 4.07 Payment Bond**
A Payment Bond shall NOT be required for this project
- 3. 13.0 Liquidated Damages**
Liquidated Damages will NOT be assessed on this project
- 4. Prevailing Scale of Wages**
Prevailing wage scale is NOT required for this project
- 5. Pre-Bid Meeting.**
A project pre-bid meeting is scheduled for Tuesday,
July 1, 2014 at 1pm local time at the Banneker Community Center.
Attendance is encouraged, but not required.
- 5. Contractor Restroom Facilities**
The Contractor shall arrange for offsite toilet facilities for their employees or
install a portable toilet on the grounds of the Banneker Community Center at
no charge to the Owner with location to be determined by the Facility
Coordinator.
- 6. Banneker Community Center Access**
Access to the facility will be made available weekdays only, unless other
arrangements are made with prior approval of the Facility Coordinator:

Primary Contact:
Leslie Brinson
Facility Coordinator
812-349-3734
brinsonj@bloomington.in.gov

Secondary Contact:
Will Rose
Program Specialist
812-349-3746
rosew@bloomington.in.gov

SECTION IX. SAMPLE AGREEMENT



**CITY OF BLOOMINGTON
parks and recreation**

AGREEMENT

BETWEEN

**DEPARTMENT OF PARKS AND RECREATION
BOARD OF PARK COMMISSIONERS
AND**

_____XXXXXXXXXXXX_____

FOR

PROJECT NO. BPR 2014-01

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Department of Parks and Recreation (hereinafter CITY), and _____, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR’S services for -----
-----, Project No. BPR 2014- 1 (more particularly described in Attachment A, “Scope of Work”; and

WHEREAS, CONTRACTOR is capable of performing; -----

-----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

The Contractor shall start active and continuous work on the contract within 15 calendar days after the date of the notice to proceed and shall substantially complete all work no later than September 18, 2014. Calendar and work days shall be as defined in the General Conditions of these documents.

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 _____ (\$ _____). 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:

Defective work.

Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.

Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.

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 hereinunder. 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 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 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. Where applicable, Bid Prices (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:

<u>Coverage</u>	<u>Limits</u>
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.

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 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 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 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, 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:

_____, Project Manager City of Bloomington, Showers City Hall 401 N. Morton, Suite 250 Bloomington, Indiana 47402	Contact Person Company Name Address 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 contract 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 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 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.

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

DATE: _____

City of Bloomington
Department of Parks and Recreation
Board of Park Commissioners

Company Name

Address
City, State Zip Code

BY:

BY:

Leslie J. Coyne, President
Date
Board of Park Commissioners

Contractor Representative
Date

Mick Renneisen, Director
Date
Parks and Recreation

Printed Name

Mark Kruzan, Mayor
Date
City of Bloomington

Title of Contractor Representative

<p>CITY OF BLOOMINGTON Legal Department Reviewed By: _____ DATE: _____</p>

SECTION X. PLANS AND SPECIFICATIONS

BID OF

_____ (Contractor)

_____ (Address)

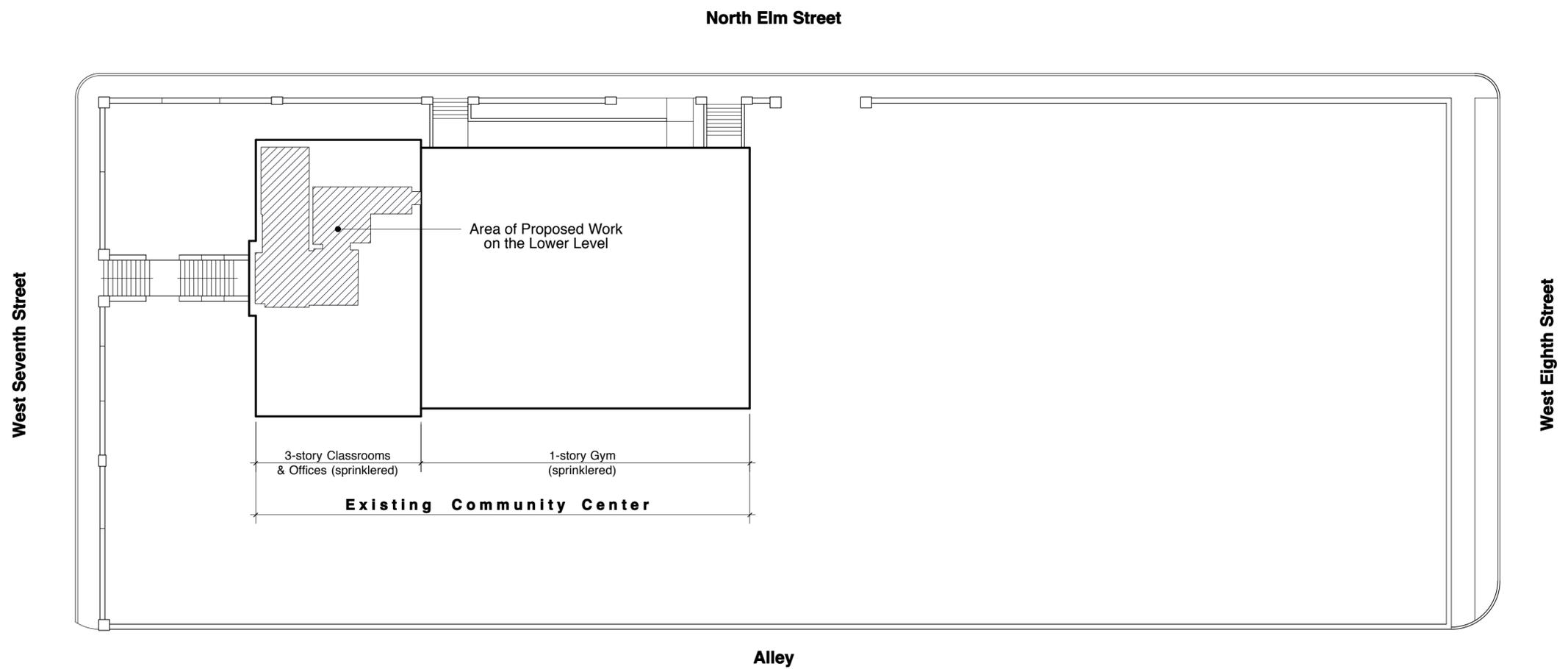
FOR
PUBLIC WORKS PROJECTS
OF

Filed _____, _____

Action taken _____

Banneker Community Center: Restroom Renovation

930 West 7th Street
Bloomington, IN 47404
Owner: City of Bloomington Parks & Recreation



1
CS **EXISTING SITE PLAN**
Scale: 1" = 20'

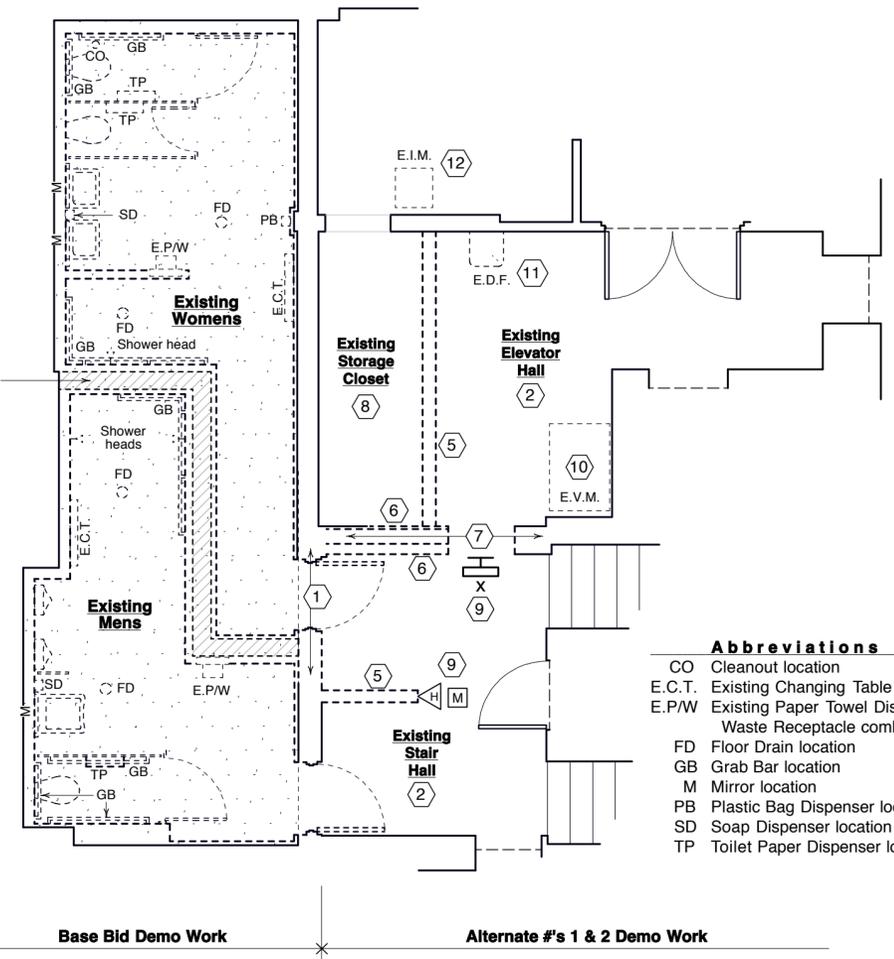
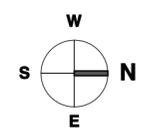
PROJECT ARCHITECT		DRAWING INDEX	10 June 2014
	John Byers Associates 220 N. Rogers Street Bloomington, IN 47404 (812) 332-2436	A1 - Demolition Plans A2 - Based Bid Plan w/ Alternate 1 A3 - Alternate 2 Plan A4 - Reflected Ceiling Plan A5 - Room Finishes, Doors, and Signs A6 - Sections and Interior Elevations P1 - Plumbing Plan E1 - Electrical Plan	Revisions
			Sheet CS

(Coordinate terminations & extent of demo with the proposed work)

1
A2

DEMOLITION PLAN

Scale: 3/16" = 1'-0"



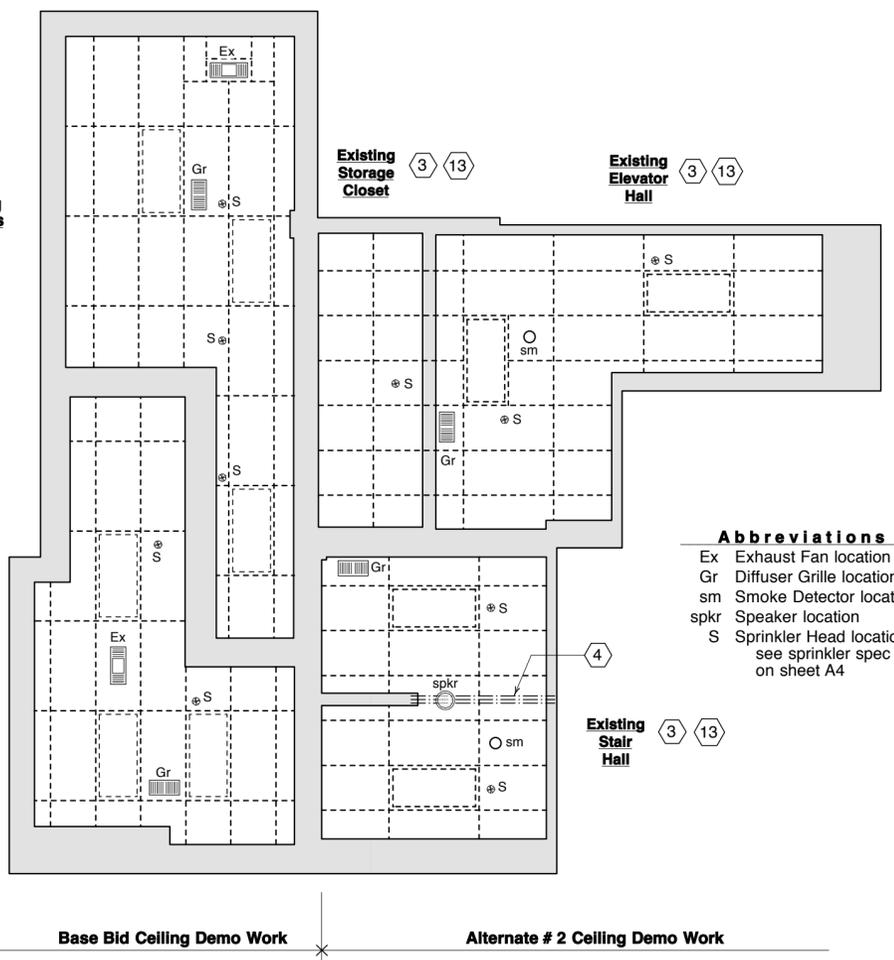
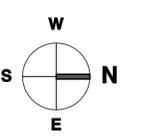
- Abbreviations**
- CO Cleanout location
 - E.C.T. Existing Changing Table location
 - E.P/W Existing Paper Towel Dispenser / Waste Receptacle combo location
 - FD Floor Drain location
 - GB Grab Bar location
 - M Mirror location
 - PB Plastic Bag Dispenser location
 - SD Soap Dispenser location
 - TP Toilet Paper Dispenser location

(Coordinate terminations & extent of demo with the proposed work)

1
A2

RFC DEMOLITION

Scale: 3/16" = 1'-0"



- Abbreviations**
- Ex Exhaust Fan location
 - Gr Diffuser Grille location
 - sm Smoke Detector location
 - spkr Speaker location
 - S Sprinkler Head location - see sprinkler spec on sheet A4

Base Bid Demo Notes & Specs

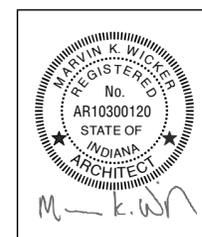
- Gut the existing Mens & Womens Restrooms as follows:**
- Architectural - Remove & salvage existing for the owner's use**
- Existing Changing Table (E.C.T.)
 - Existing Paper Towel Dispenser / Waste Receptacle combo (E.P/W)
 - Toilet Paper Dispensers (TP)
 - Soap Dispensers (SD)
 - Mirrors (M)
 - Grab Bars (GB)
 - Plastic Bag Dispenser (PB)
- Architectural - Remove & dispose of existing**
- Concrete floor including the 1 x 1 mosaic tile
 - FRP covered plywood over wood stud framing &/or furring
 - Interior clay tile partition plastered (±1 1/4") each side
 - Doors, frames, and hardware
 - Toilet partitions (salvage accessories per note above)
 - 2' x 4' suspended vinyl-faced gypsum ceiling panels and grid system
- Mechanical, Electrical, & Plumbing - Remove & dispose of existing**
- Under slab waste piping - see P1 for proposed connection points
 - Plumbing fixtures, trim, drains, cleanouts, & fixture connection piping behind walls
 - Light fixtures, exhaust fans, & diffusers (the above ceiling wiring & ductwork remains)
 - Above ceiling branch supply & vent piping serving the above mentioned demo'd plumbing fixtures - see P1 for proposed connection points
 - See sheet A4 for sprinkler heads / sprinkler system note
- ① **Base Bid Wall Opening:** Prior to enlarging the opening, install (2) 5" x 3 1/2" x 5/16" x 7' long steel angles (Lintel L-1 - see detail 4/A6). Once the wall / load above is supported, remove & dispose of the wall below as required for the proposed opening.

Alternate #1 Demo Notes & Specs

- ② **Flooring in the Existing Stair Hall & the Existing Elevator Hall**
- Remove & dispose of the existing "rock carpet" flooring and associated base. Demolition work shall meet the proposed flooring manufacturer's specified substrate tolerances and conditions.

Alternate #2 Demo Notes & Specs

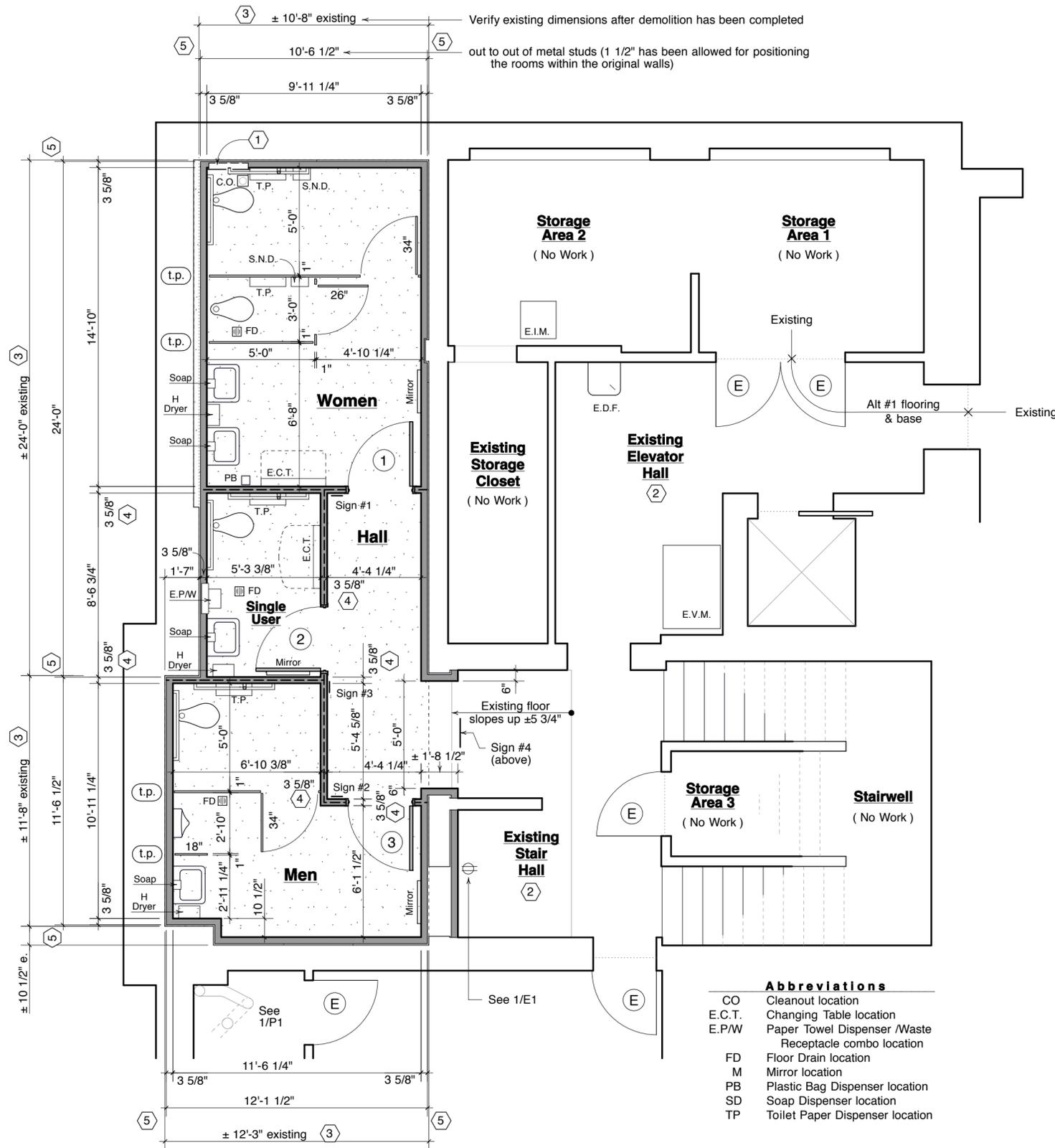
- ③ Remove & dispose of the existing suspended acoustical panel ceiling & grid system including associated lights, diffusers, smoke detectors, & speakers (salvage the existing ductwork for re-connection to the proposed diffusers).
- ④ Remove & dispose of the existing (3) 2x10 wood ceiling beam.
- ⑤ Remove & dispose of the existing wall.
- ⑥ Remove & dispose of the existing furring.
- ⑦ **Alternate #2 Wall Opening:** Prior to enlarging the opening, install (2) 5" x 3 1/2" x 5/16" x 8' long steel angles (Lintel L-1 - see detail 4/A6). Once the wall / load above is supported, remove & dispose of the wall below as required for the proposed opening.
- ⑧ Remove & dispose of the existing carpeting (Existing Elevator & Stair Hall flooring demolition is part of Alternate #1).
- ⑨ Remove & dispose of the existing wall-mounted exit sign, manual fire alarm pull, and fire alarm horn/strobe.
- ⑩ Remove & salvage the existing vending machine (E.V.M.) for re-installation per sheet A3.
- ⑪ Remove & salvage the existing drinking fountain (E.D.F.) for re-installation per sheet P1.
- ⑫ Remove & salvage the existing ice machine (E.I.M.) for re-installation per sheet P1.
- ⑬ See sheet A4 for sprinkler heads / sprinkler system note.



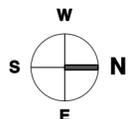
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Bloomington, IN 47404
Owner: City of Bloomington Parks & Recreation

John Byers Associates
220 N. Rogers Street
Bloomington, IN 47404
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10 June 2014
Sheet A1



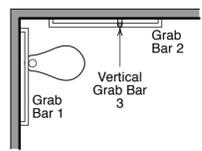
1
A2
PROPOSED BASE BID PLAN w/ ALTERNATE #1
 Scale: 1/4" = 1'-0"



Abbreviations

CO	Cleanout location
E.C.T.	Changing Table location
E.P/W	Paper Towel Dispenser /Waste Receptacle combo location
FD	Floor Drain location
M	Mirror location
PB	Plastic Bag Dispenser location
SD	Soap Dispenser location
TP	Toilet Paper Dispenser location

Plan Symbols & Specifications

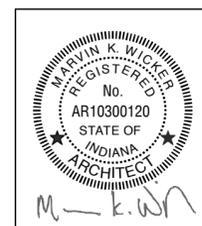


- Grab Bars =**
- 1) **Back Wall Bar** - Like BOBRICK B-6806 SERIES 1 1/2" diameter x 36" long stainless steel grab bar with snap flange. Horizontally mounted at 34" AFF and extending 12" from the centerline of the watercloset toward the near sidewall.
 - 2) **Side Wall Bar** - Like BOBRICK B-6806 SERIES 1 1/2" diameter x 42" long stainless steel grab bar with snap flange. Horizontally mounted at 34" AFF and beginning 12" from the back wall.
 - 3) **Vertical Bar** - Like BOBRICK B-6806 SERIES 1 1/2" diameter x 18" length stainless steel grab bars with snap flange. Mount vertically on the side wall with the bottom end of the bar 40" AFF and 40" from the back wall.

- Mirror** - Mirror - like BOBRICK B-290 24" x 60", 3/4" x 3/4" angle frame mirror, satin finished stainless steel, and concealed mounted. Mount so that the bottom of the reflective surface is 16" aff.
- S.N.D.** - Sanitary Napkin Disposal - like BOBRICK B-270 surface mounted satin finished stainless steel receptacle.
- t.p.** - Toilet Partitions - Like BOBRICK 1082.67 series floor mounted, overhead braced solid phenolic care partitions with satin stainless steel institutional grade hardware. Urinal Screens like 42" high, 1085.67 series. Hardware shall include 16 gauge full height brackets and hinges, 11 gauge keeper, slide latch, door stop, coat hook, and an anti-grip extruded aluminum headrail.
- H Dryer** - Hand Dryer = EXCEL DRYER xlerator XL-GR surface mounted, 240 volt / 6.5 amp, sensor operated, high velocity hand dryer.
- T.P.** - Toilet Paper Dispenser - Supplied by Owner, Installed by Contractor. The centerline of the dispenser shall be located 8" in front of the toilet and 24" aff (verify 1 1/2" clearance between dispenser & grab bar).
- Soap** - Soap Dispenser - Supplied by Owner, Installed by Contractor. Dispensing valve shall be more than 6" above the lav deck and less than 44" aff.
- E.C.T.** - Existing Changing Table - Reinstall the existing changing table salvaged per sheet A1. Mount so that when the table is folded horizontal, the surface is 33" above the finished floor.
- E.P/W** - Existing Paper Towel / Waste Receptacle - Reinstall the existing paper towel / waste receptacle salvaged per sheet A1. Mount to dispense paper towels @ 44" above the finished floor.
- PB** - Existing Plastic Bag Dispenser - Reinstall the existing plastic bag dispenser salvaged per sheet A1. Mount to dispense paper towels @ 44" above the finished floor.
- E.V.M.** - Existing Vending Machine - Base Bid = Existing location - No Work
- E.I.M.** - Existing Ice Machine - Base Bid = Existing location - No Work
- E.D.F.** - Existing Drinking Fountain - Base Bid = Existing location - No Work
- 1** - Access Panel - 24" x 24" x 16 gage steel flush access panel with primed finish like Milcor Style M, 3202-030.
- 2** - Alternate #1 - Demo the existing flooring & base (sheet A1) and install new flooring & base (sheet A5).
- 3** - New Concrete Slab on Grade - see 1/A6.
- 4** - Wall location with sound treatments per 1/A6.
- 5** - 3/4" nominal to the original existing wall - 1 1/2" overall has been allowed for positioning the rooms within the originals walls.

General Plan Symbols & Notes

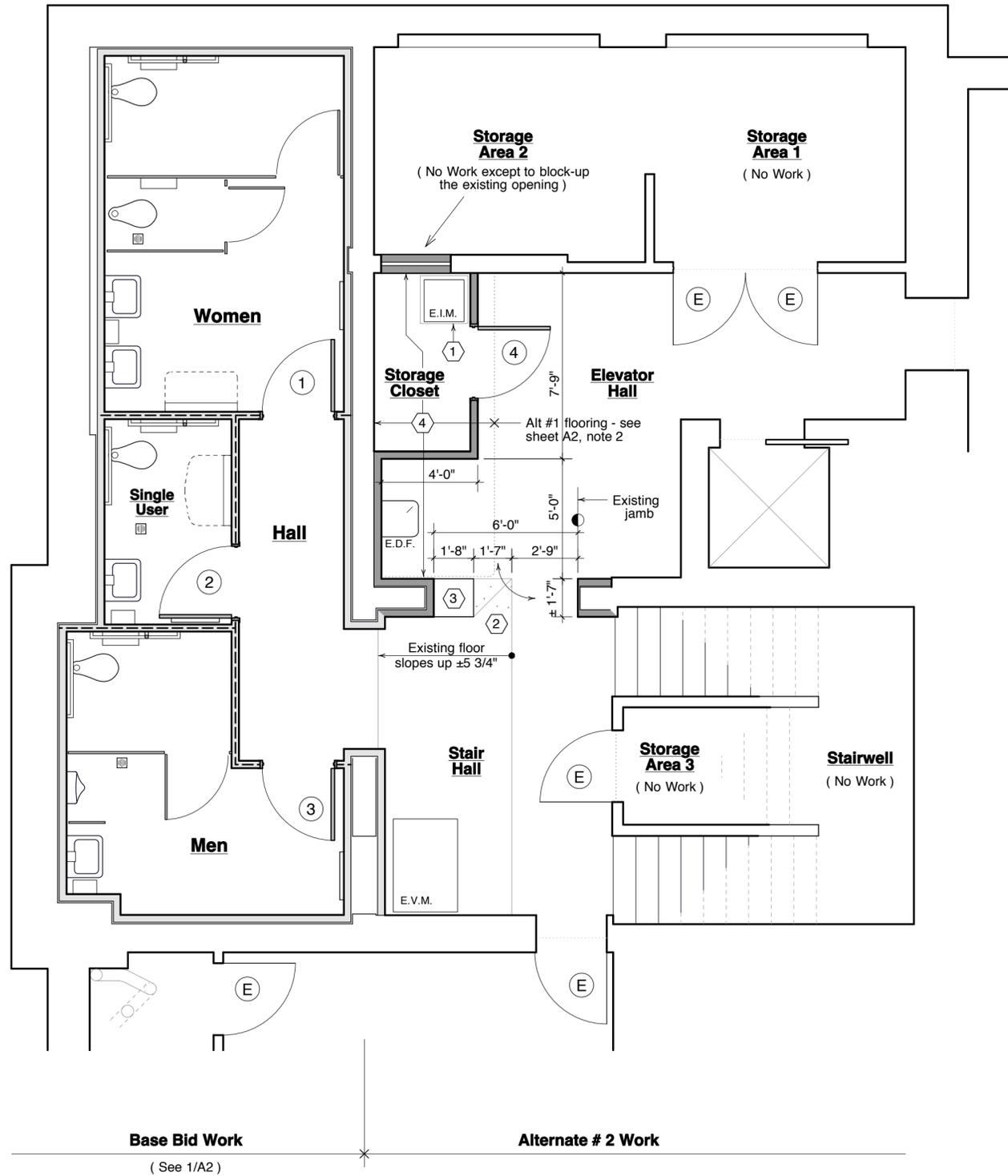
	Existing wall remains.		Proposed sign location and identification mark - see 1/A5	General Notes 1) Room Finishes = See sheet A5. 2) Doors & Hardware = See sheet A5. 3) Signage Specification = See sheet A5. 4) Dimensions with ± are either existing dimensions or based on existing dimensions.
	Proposed 3 5/8" x 20 gage metal studs at 16" o.c. with 5/8" abuse resistant gypsum board.		Lavatory	
	Same as above except add sound attenuation insulation and acoustical sealant at perimeter of gyp bd edges - see 1/A6		Water closet (floor mounted)	
	Proposed door location and identification mark - see 2/A5.		Urinal	
	Existing door remains.		Floor Drain	



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Sheet A2



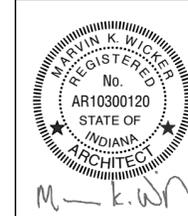
1
A3 **PROPOSED ALTERNATE #2 PLAN**
Scale: 1/4" = 1'-0"

Plan Symbols & Specifications

-  Existing Vending Machine - Alternate #2 = Relocate the existing vending machine salvaged per sheet A1. Replace the existing two front leveling bolts (1/2" ø nominal - verify actual) with 4" long bolts of the same diameter.
-  Existing Ice Machine - Alternate #2 = Relocate the existing ice machine salvaged per sheet A1. See also sheet P1.
-  Existing Drinking Fountain - Alternate #2 = Relocate the existing drinking fountain salvaged per sheet A1. See also sheet P1.
-  Ice Machine Platform - Alternate #2 = Construct and finish a 2'-0" x 2'-0" x 1'-0 3/4" free standing platform for the relocated Existing Ice Machine. (2 x 12s with a 3/4" plywood top and bottom). Finish per the Room Finish Schedule and Specifications on Sheet A5.
-  New concrete floor patch sloped (or return sloped) to align with existing slope.
-  New wall & cap - see 2/A6.
-  Area of flooring & base which shall be included in the Alternate #2 bid. The remaining flooring & base in the Elevator Hall & Stair Hall is part of Alternate #1 (and Alt #2 will not be accepted unless Alt #1 is accepted).
-  Existing wall remains.
-  Proposed 3 5/8" x 20 gage metal studs at 16" o.c. with 5/8" gypsum board.
-  Base Bid wall location.
-  Base Bid sound wall location.
-  Proposed door location and identification mark - see 2/A5.
-  Existing door remains.

General Notes

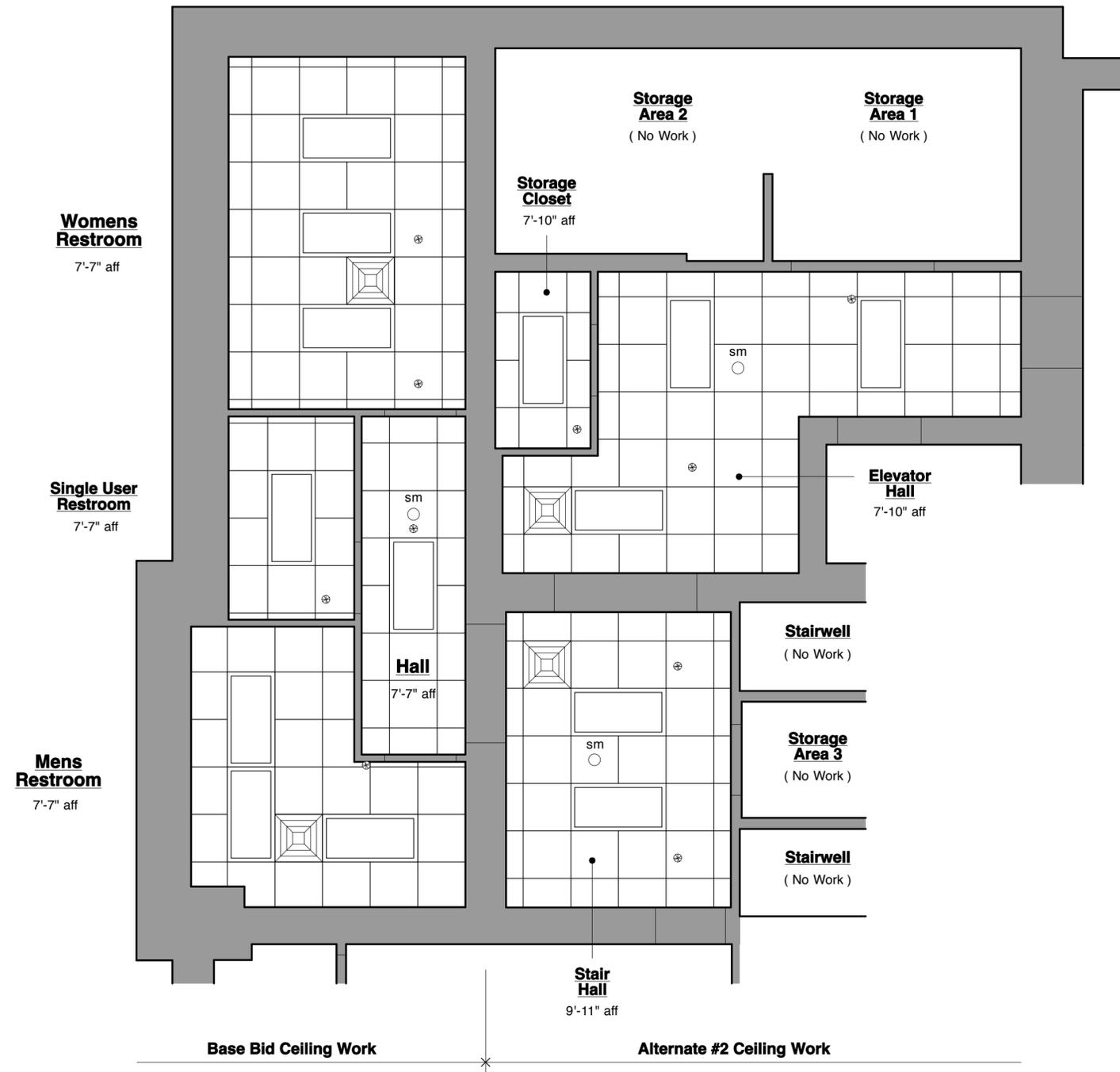
- 1) Room Finishes = See sheet A5.
- 2) Doors & Hardware = See sheet A5.
- 3) Signage Specification = See sheet A5.
- 4) Dimensions with ± are either existing dimensions or based on existing dimensions.



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**Sheet
A3**

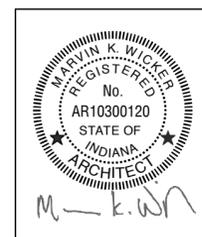


1
A4 REFLECTED CEILING PLAN
Scale: 1/4" = 1'-0"



Symbols & Specifications

-  2' x 4' fluorescent light fixture location - see sheet E1
 -  sm
Smoke detector location - see sheet E1
 -  New white 2' x 2' lay-in aluminum ceiling diffuser with damper like TUTTLE & BAILEY Agitar RC series. Reconnect to the existing ductwork.
 -  Existing sprinkler head location -
- Sprinkler Heads / Sprinkler System**
Provide engineering, installation, and testing to add and/or relocate approximately (10), chrome, semi-recessed sprinklers and connect to the existing automatic sprinkler system supply. All work shall be in accordance with state and local codes.



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10 June 2014
**Sheet
A4**

ROOM FINISH SCHEDULE

	ROOM NAME	FLOORS	WALLS	CEILINGS	MISC.	ROOM NAME
Base Bid	Womens Restroom	•	•	•	± 7'-7"	Womens Restroom
	Mens Restroom	•	•	•	± 7'-7"	Mens Restroom
	Single User Restroom	•	•	•	± 7'-7"	Single User Restroom
	Hall	•	•	•	± 7'-7"	Hall
	Existing Elevator Hall		•	•		Existing Elevator Hall
	Existing Stair Hall		•	•		Existing Stair Hall
	Existing Storage Closet		•	•		Existing Storage Closet
Alternate 1 (sheet A2)	Existing Elevator Hall	•	•	•		Existing Elevator Hall
	Existing Stair Hall	•	•	•		Existing Stair Hall
	Existing Storage Closet		•	•		Existing Storage Closet
Alternate 2 (sheet A3)	Elevator Hall	•	•	•	± 7'-10"	Elevator Hall
	Stair Hall	•	•	•	± 9'-11"	Stair Hall
	Storage Closet	•	•	•	± 7'-10"	Storage Closet

Provide transition strips between flooring of different heights.

Provide attic stock of 5% or (1) box (whichever is more) for each finish material.

Room Finish Specifications

- Existing Remains - No Work**
- No new work except to protect from adjacent work, clean, and return to as received or better condition.
- Mosaic Tile Floor & Base**
- Installation shall follow the TCNA Handbook instructions as well as the manufacturer's installation procedures and specifications.
- Product: Crossville Color Blox Mosaics, 3" x 3" x 1/4" porcelain stone tiles - Color shall be selected from color group II or I.
- Base: 6" total base height = 3" high mounted cove base with 3" high mounted bullnose above.
- Colored Grout: Like TEC Power Grout.
- Paint: New Gypsum Board Walls**
- Prep wall per manufacturer's recommendations for drywall surfaces.
- Base Coat: (1) coat of Sherwin Williams B28W02600 ProMar 200 Zero VOC Interior Latex Primer or equivalent.
- Finish Coat: (2) coats of Sherwin Williams K46W00151 Pro Industrial Pre-Catalyzed Water-Based Semi-Gloss Epoxy or equivalent.
- Paint: Previously Painted Walls**
- Prep wall per manufacturer's recommendations for previously painted surfaces.
- Finish Coat: (2) coats of Sherwin Williams K46W00151 Pro Industrial Pre-Catalyzed Water-Based Semi-Gloss Epoxy or equivalent.
- Suspended Acoustical Panel & Grid System**
- Product: Like USG Olympia Micro ClimaPlus 4221 (5/8" panels with beveled SLT edge) in a USG Donn DX/DXL 26, 15/16" heavy duty exposed tee system. Color - White panel / White grid.
- Paint: Pre-Primed HM (Hollow Metal) Doors & Frames**
- Prep per manufacturer's recommendations for previously primed surfaces.
- Finish Coat: (2) coats of Sherwin Williams K46W00151 Pro Industrial Pre-Catalyzed Water-Based Semi-Gloss Epoxy or equivalent.
- Paint: Previously Painted Doors & Frames**
- Prep per manufacturer's recommendations for previously painted surfaces.
- Finish Coat: (2) coats of Sherwin Williams K46W00151 Pro Industrial Pre-Catalyzed Water-Based Semi-Gloss Epoxy or equivalent.
- Paint: Ice Machine Platform**
- Prep all surfaces per manufacturer's recommendations for wood surfaces.
- Base Coat: (1) coat of Sherwin Williams B28W02600 ProMar 200 Zero VOC Interior Latex Primer or equivalent.
- Finish Coat: (2) coats of Sherwin Williams K46W00151 Pro Industrial Pre-Catalyzed Water-Based Semi-Gloss Epoxy or equivalent.
- Paint: Pre-Primed Metal Access Panel**
- Prep per manufacturer's recommendations for previously primed surfaces.
- Finish Coat: (2) coats of Sherwin Williams K46W00151 Pro Industrial Pre-Catalyzed Water-Based Semi-Gloss Epoxy or equivalent.

Hardware Schedule

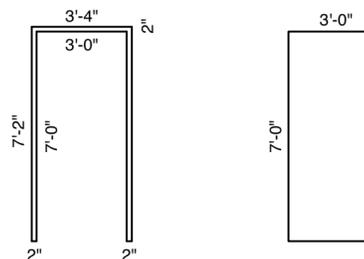
- | | | |
|--|--|--|
| <p>Hardware Set for Doors 1 & 3</p> <ul style="list-style-type: none"> (3) Hinges Closer Flush Door Pull (2) Push Plates Stop & Hold-Open (3) Silencers | <p>Hardware Set for Door 2</p> <ul style="list-style-type: none"> (3) Hinges Privacy Lockset Stop & Hold-Open (3) Silencers | <p>Hardware Set for Door 4 (Alt. 2)</p> <ul style="list-style-type: none"> (3) Hinges Classroom Lockset Wall Stop (3) Silencers |
|--|--|--|

Hardware Specs

- BUTT HINGES**
- Description: 4 1/2" x 4 1/2" x US 26D standard weight, five knuckle, two ball bearing steel hinges.
- Products: Like MCKINNEY MPB 79
- DOOR CLOSER**
- Description: Grade 1, hinge (pull) side surface mounted, heavy duty, closer with a full closer cover, sprayed aluminum finish, and meeting ADA requirements for closers. Include brackets, plates, spacer shoes, etc. as required for each specific installation requirements.
- Products: Like SARGENT 1431 Series
- CLASSROOM LOCKSET**
- Description: US 26D (626), 7 pin interchangeable core, heavy duty cylindrical lockset with classroom function, contour angle lever, 3 1/2" diameter rose trim, 2 3/4" backset and 4 7/8" strike.
- Products: Like SARGENT 70, 28-10G37-LB-26D
- PRIVACY LOCKSET**
- Description: US 26D (626), extra heavy duty cylindrical lockset with privacy function, contour angle return lever, 3 1/2" diameter rose trim, 2 3/4" backset and 4 7/8" strike.
- Products: Like SARGENT 28, 11U65-LL-26D
- FLUSH DOOR PULL**
- Description: US26D, 5" x 5" x .125" barrier free flush door pull with internal lug & thru bolt mounting.
- Products: Like ROCKWOOD BF97L
- PUSH PLATE**
- Description: US26D, 6" x 16" x .125" rounded corner with four beveled edges.
- Products: Like ROCKWOOD 73RCE
- KICK PLATES - (2) per door**
- Description: 12" high x door width minus 2" x 0.050" thick stainless steel plates with US 32D, beveled 4 edges, and countersunk holes.
- Products: Like ROCKWOOD K1050, 848, CSK
- STOP & HOLD-OPEN**
- Description: US26D (626), cast brass wall mounted automatic door holder and stop.
- Product: Like ROCKWOOD 494
- WALL STOP**
- Description: US 26D finish, 2 1/2" diameter x 3/4" minimum projection, cast base with convex rubber bumper and concealed mounting.
- Products: Like Rockwood 400 (or 401,402 - contractor's mounting option choice)
- SILENCERS**
- Description: 1/2" diameter, gray rubber door silencers for use with metal frames.
- Products: Like ROCKWOOD 608

Door & Frame Specs

- HOLLOW METAL FRAMES**
- Description: Heavy Duty, 5 3/4" x 16 gage drywall KD wrap-around frame. Steel shall be hot dipped, A60 galvanized zinc-iron-alloy coated, cleaned, and coated with a factory applied, baked on rust inhibiting primer.
- Finish: Factory primed / field painted per Room Finish Schedule above.
- HOLLOW METAL DOORS**
- Description: ANSI SDI-100 Standard Level 2, 1 3/4" full flush 18 gage steel door, with a factory applied, baked on rust inhibiting primer.
- Finish: Factory primed / field painted per Room Finish Schedule above.



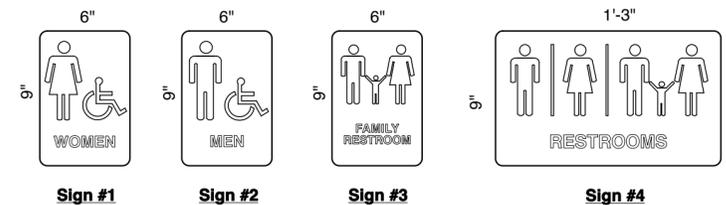
DOOR OPENINGS #1, #2, #3, & #4
(Door #4 = Alternate 2)



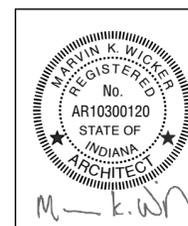
2 DOOR ELEV'S
Scale: 1/4" = 1'-0"

SIGN SPECS

ADA compliant high impact styrene plastic restroom signs with a blue background & white pictogram (w/ wheelchair accessible symbol), text, and grade 2 braille. Sign shall have 1/32" raised characters, 1/2" radius corners, and double faced adhesive for wall mount. Mount sign on latch side of door. The tactile characters shall be 48" min. aff. measured to the baseline of the lowest tactile character and 60" aff max. to the baseline of the highest tactile character.



1 SIGN ELEVATIONS
Scale: 1 1/2" = 1'-0"

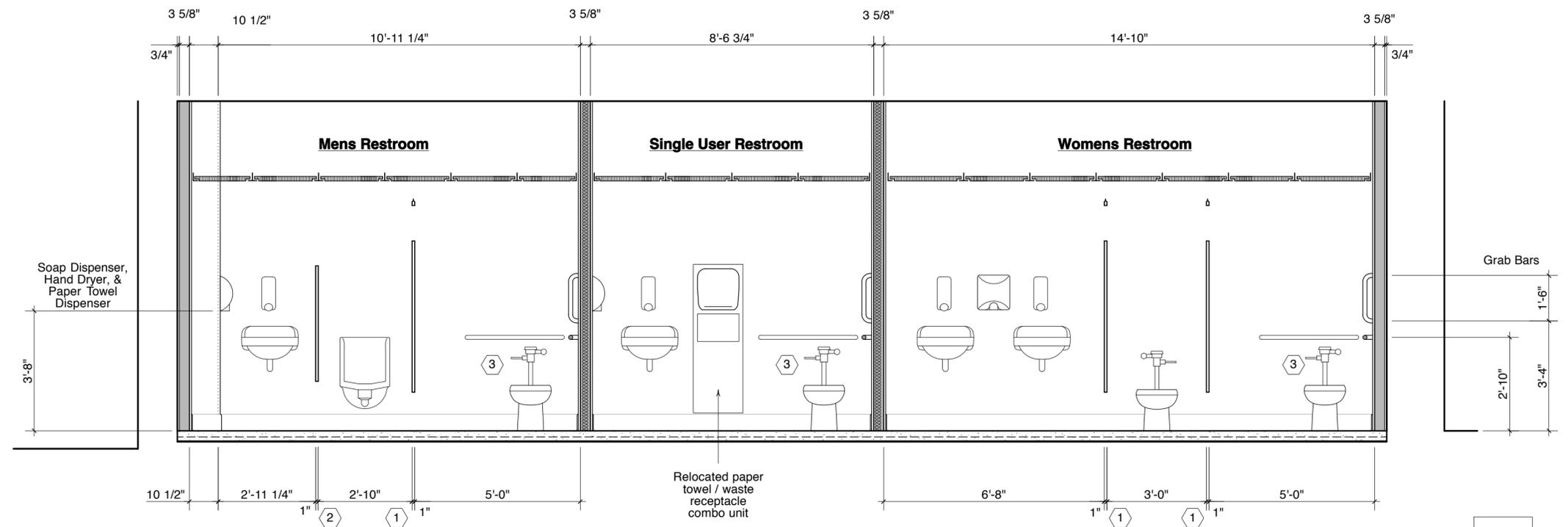


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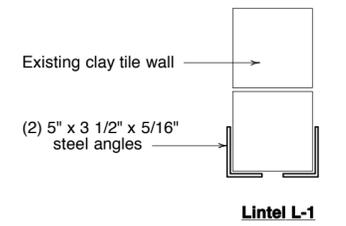
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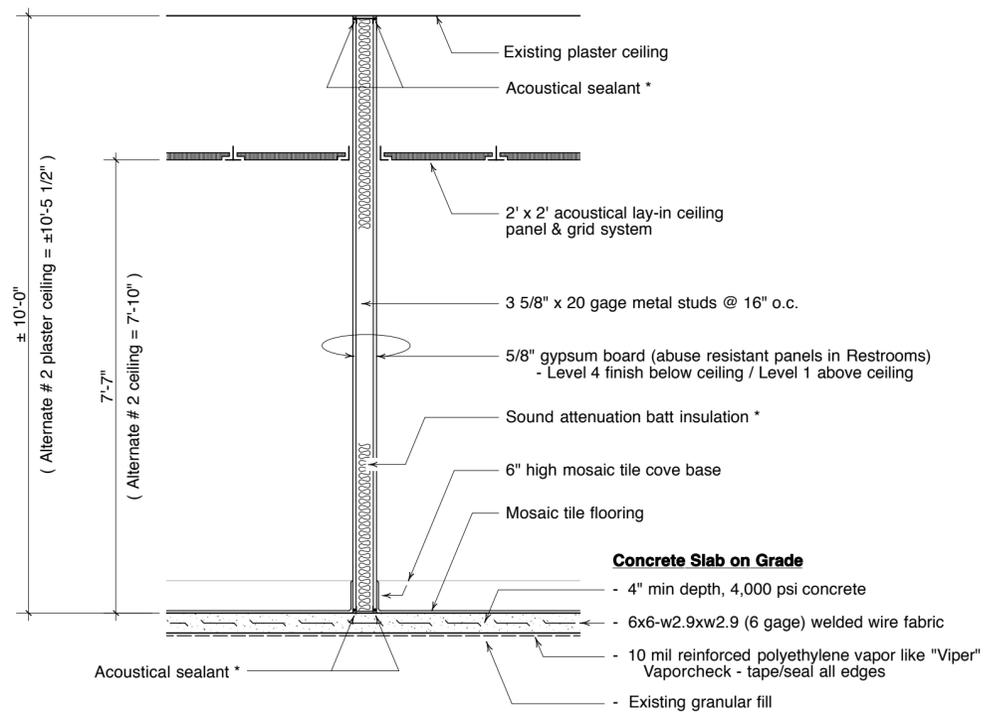
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Sheet A5



3 SECTION / ELEVATION
A6 Scale: 3/8" = 1'-0"



4 DETAIL
A6 Scale: 1" = 1'-0"

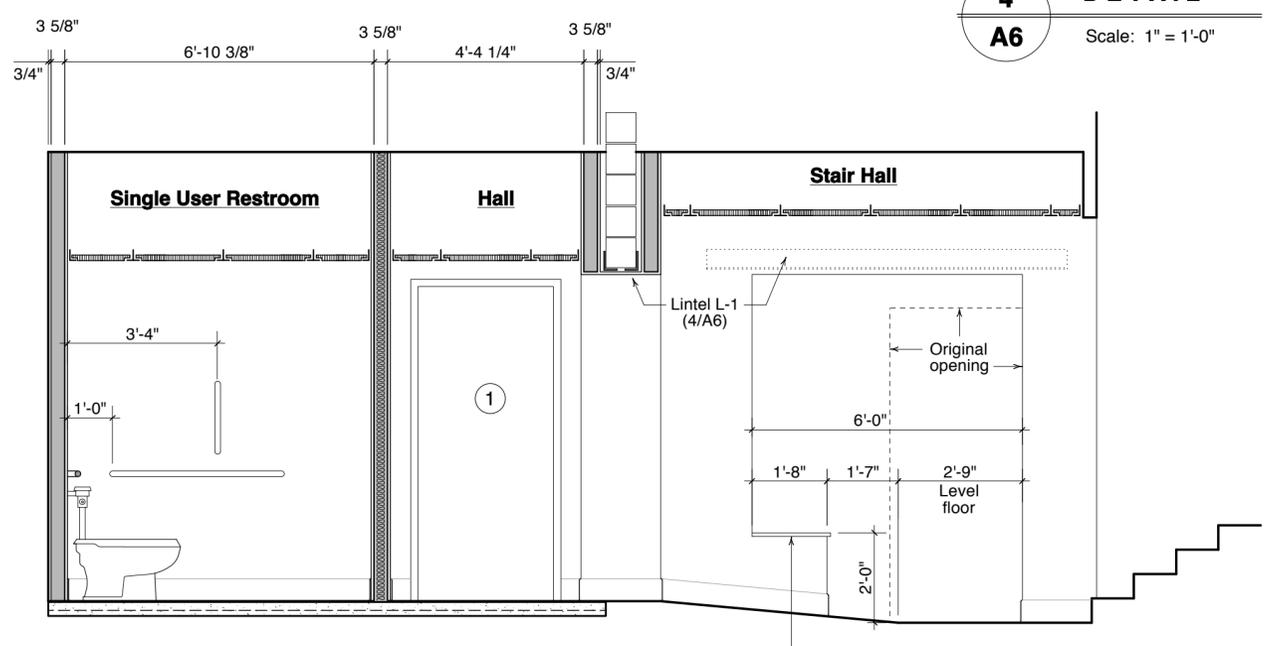


* = See Floor Plan 1/A2 for location of walls having sound treatments

Typical Partition

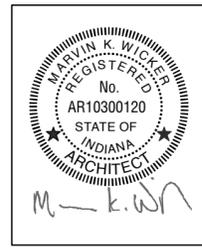
(Alternate # 2 partitions are constructed on top of the existing slab)

1 WALL SECTION
A6 Scale: 1/2" = 1'-0"

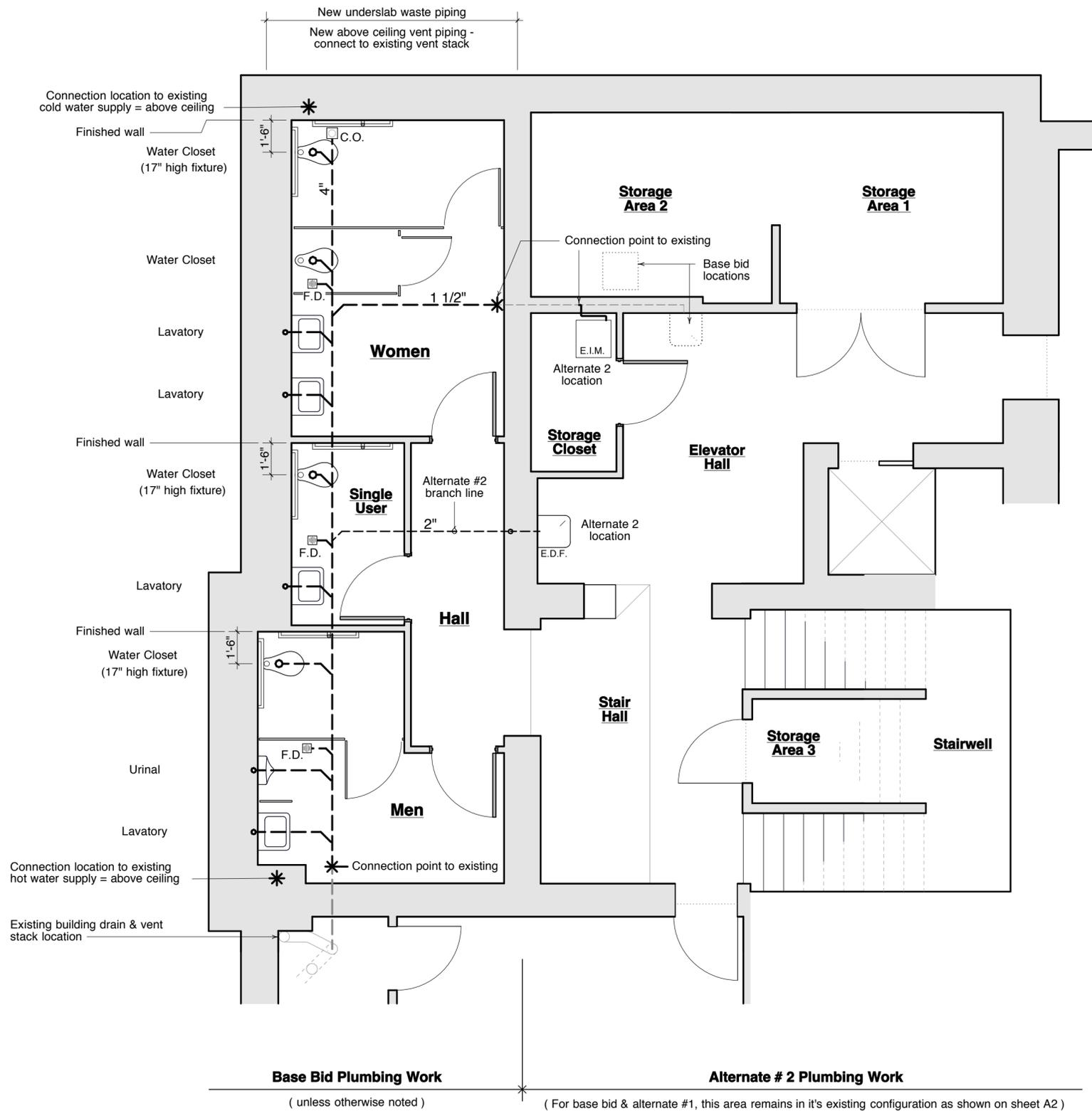


2 SECTION / ELEVATION
A6 Scale: 3/8" = 1'-0"

SECTION / ELEVATION NOTES	
1	Overhead braced toilet partitions - See 1/A2
2	Urinal Screen - See 1/A2
3	Flush valve (Sheet P1) handle on open side of accessible toilet stall.



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1 PLUMBING PLAN
 Scale: 1/4" = 1'-0"
 W N
 S E

PLUMBING FIXTURE SCHEDULE

Lavatory =

Fixture - AMERICAN STANDARD "Lucerne - 0355.012" white vitreous china, concealed arm wall hung lavatory with 4" o.c. faucet holes.
 Fixture Support - Like JR SMITH # 0700-M31 floor mounted, concealed arm support with 1" x 3 rectangular uprights.
 Mounting Height - Countertop shall be less than 34" AFF and the apron shall be at least 29" AFF.
 Faucet - DELTA 87T105 metering handwash faucet with vandal resistant ADA lever handle plus the 87T151 coverplate with 4" o.c. hold down shanks.
 Exposed Pipe Guard - Like TRUEBRO Lav Guard 2, E-Z series waste and supply piping covers.

Water Closet =

Fixture - AMERICAN STANDARD "Madera - 3451.160" (17" high accessible stall fixture = "Madera - 3043.102") floor-mounted, 1.6 gal/flush siphon jet action, elongated bowl, white vitreous china flush valve toilet with top spud and OLSONITE "# 95" open front seatless cover.
 Flush Valve - SLOAN "Royal 111" exposed, flushometer for top spud toilets. The flush handle is required to be on the open side of the toilet in the accessible stalls.

Urinal=

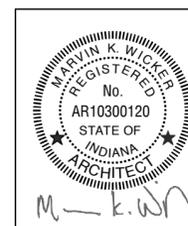
Fixture - AMERICAN STANDARD "Washbrook - 6590.001" 0.5 gpf FloWise universal, wall hung urinal.
 Mounting Height - Rim shall be less than 17" AFF.
 Flush Valve - SLOAN "Royal 186 HEU" 0.5 gpf exposed flushometer for top spud.
 Fixture Support - JR SMITH "# 637"

-  Existing Drinking Fountain - Alternate #2 = Relocate the existing drinking fountain salvaged per sheet A1.
-  Existing Ice Machine - Alternate #2 = Relocate the existing ice machine salvaged per sheet A1.
- F.D.  Floor Drain - Like JR SMITH 2030(B) square top series deep trap floor drain with a JR Smith 2692-02 quad close trap seal.
- C.O.  Floor Cleanout - Like JR SMITH 4040 square top series cleanout with bronze plug.
- Water Hammer Arresters - Between the last two lavs at the end of the branch supply lines, install a water hammer arrester like JR SMITH 5020 for the cold water line and like JR SMITH 5010 for the hot water line.
- Shutoff Valves - Provide angle bodied, 1/4 turn brass ball valves for hot & cold water supply lines at each fixture.
- Drain, Waste, & Vent Piping - Schedule 40 pvc.
- Insulated Supply Water Piping - Schedule 40 pvc pipe insulated with closed cell rubber.

PLUMBING FIXTURE CONNECTIONS

	Cold Water	Hot Water	Waste	Vent
Lavatory	1/2"	1/2"	1 1/2"	1 1/2"
Water Closet	1"		3"	2"
Urinal	3/4"		2"	1 1/2"
Floor Drain			2"	
Existing Drinking Fountain (Alt. 2)	1/2"		1 1/2"	1 1/2"
Existing Ice Machine (Alt. 2)	1/2"		1"	E

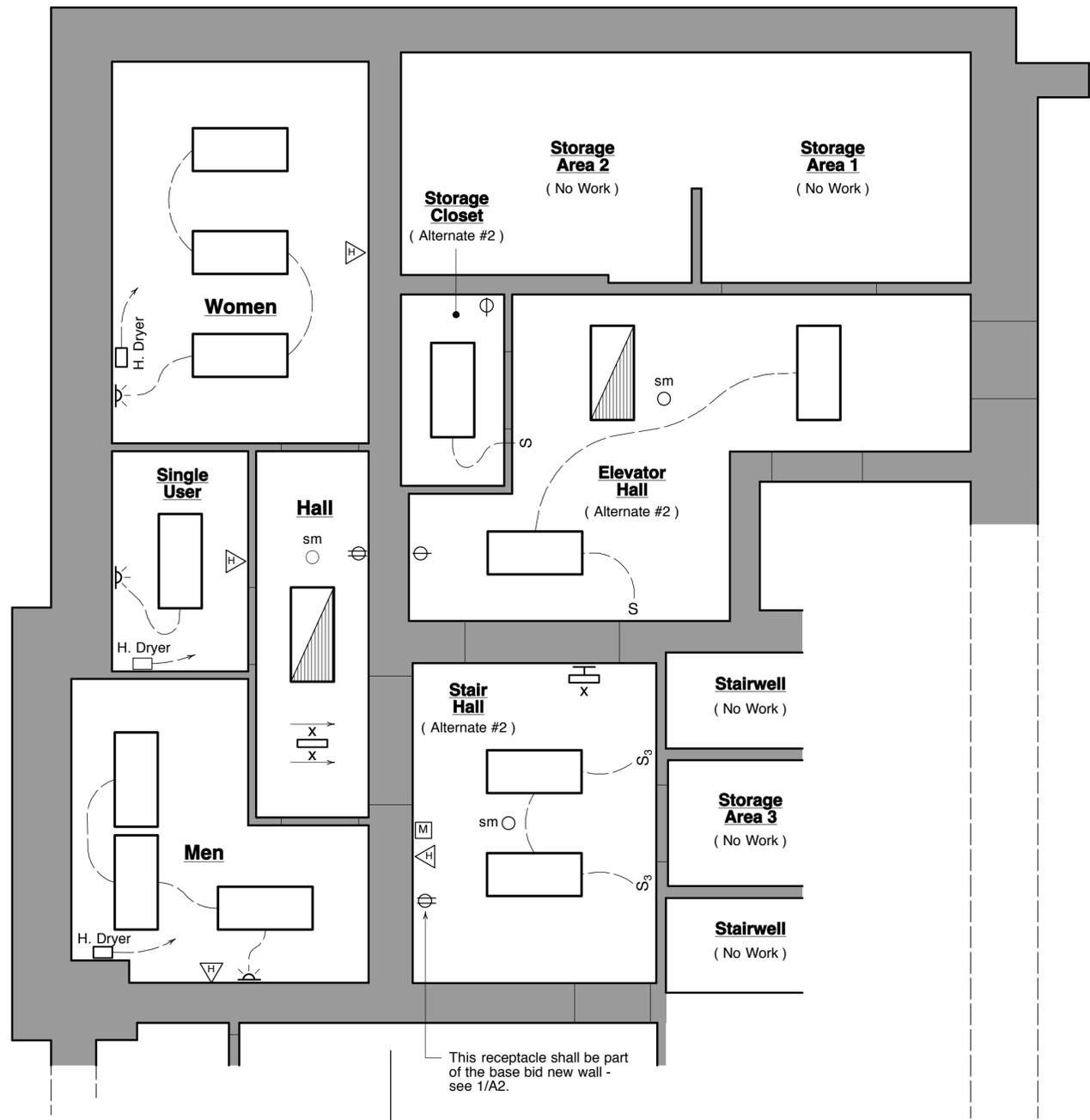
E = Existing



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**Sheet
 P1**



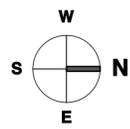
This receptacle shall be part of the base bid new wall - see 1/A2.

Base Bid Electrical Work

Alternate # 2 Electrical Work

(For base bid & alternate #1, this area remains in it's existing configuration as shown on sheet A2)

1
E1 **ELECTRICAL PLAN**
Scale: 1/4" = 1'-0"



New 240v circuits for the new hand dryers from this panel.

Main Distribution Panel
Electrical Panel "A"

Symbols & Specifications

-  New 2' x 4' lay-in 4 lamp T8 fluorescent light fixture.
-  New 2' x 4' lay-in 4 lamp T8 fluorescent light fixture on an emergency circuit.
-  New motion detector with delayed shutoff adjustable from 1 to 20 minutes like GREENHECK model #MDW.
-  New ceiling mounted smoke detector.
-  New wall mounted exit sign.
-  New double faced, ceiling mounted exit sign with direction arrows.
-  New wall mounted manual fire alarm pull.
-  New wall mounted manual fire alarm horn/strobe.
-  Hand Dryer location (on wall below). Unit = 240 volt, 6.5 amp and is supplied by the General Contractor and installed by the Electrical Contractor.
-  Single receptacle, 20 A, 120 v specification grade outlet - Ivory device with Satin Bronze cover plate. (Alternate 2)
-  Duplex receptacle, 20 A, 120 v specification grade outlet - Ivory device with Satin Bronze cover plate.
-  Single pole, 20 A, 120 v specification grade toggle switch - Ivory device with Satin Bronze cover plate. (Alternate 2)
-  Three way, 20 A, 120 v specification grade toggle switch - Ivory device with Satin Bronze cover plate. (Alternate 2)



**Banneker Community Center:
Restroom Renovation**
930 W. 7th Street
Bloomington, IN 47404
Owner: City of Bloomington Parks & Recreation

John Byers Associates
220 N. Rogers Street
Bloomington, IN 47404
(812) 332-2436

10 June 2014

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