

2015 Street Department Contract Paving Project
East Moores Pike from South Valley Forge Road to South College Mall Road

Sealed Quote Submittal Date: July 28, 2015 (On or before 3:00 PM)
Sealed Quote Opening Date: July 28, 2015 at Board of Works Meeting (At 5:30 PM)

For:

THE CITY OF BLOOMINGTON
DEPARTMENT OF PUBLIC WORKS
POST OFFICE BOX 100
BLOOMINGTON, INDIANA

Submitted By:

Company or Firm Name

Street and Number

City

State and Zip Code

Quote Amount

***** INVITATION TO QUOTERS *****

NOTICE IS HEREBY GIVEN THAT THE BOARD OF PUBLIC WORKS OF THE CITY OF BLOOMINGTON, INDIANA WILL RECEIVE SEALED BIDS FOR THE FOLLOWING:

2015 STREET DEPARTMENT CONTRACT PAVING PROJECT

Separate sealed quote(s) for the above product(s), will be received in the **Office of Public Works, Suite 120, in the Showers Center, 401 N. Morton Street, Bloomington, Indiana, at or before 3:00 p.m.** (local time) on **Tuesday, July 28, 2015**. Any Quotes received after this designated time will be returned unopened. Sealed Quotes will be opened and read aloud at the Board of Public Works Meeting on **Tuesday, July 28, 2015 at 5:30 p.m. (local time) in the Utilities Board Room at the Utilities Service Center located at 600 E. Miller Drive**. The Quotes will be reviewed, and the award may be made at that or a subsequent Board of Works meeting.

Specifications and all necessary quote forms may be obtained at the following location:

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

Each Quoter shall file with his or her sealed proposal a bond equal to 5 percent of the quote, and all documents required by the City of Bloomington and the State of Indiana, as set forth in the Instruction to Quoters.

Each quote for contracts over \$10,000 must submit their written Affirmation Action Plan to the City **AT LEAST TWENTY-FOUR HOURS BEFORE THE QUOTING DEADLINE**. Each Quoter 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 Affirmation Action Plan for it to be acceptable. In addition to other requirements, your action plan **MUST** include workforce breakdowns, an internal grievance procedure, for implementation of the Plan, specific plans for recruitment from minorities, equal access to training programs, a non-retaliation statement, and an explanation of your methods of communication the operations of your Affirmative Action Plan to your employees and prospective recruits.

You should submit your plan **SEPARATELY** from the sealed quote. The Contract Compliance Officer for the City of Bloomington is Barbara McKinney. **EACH QUOTER MUST REVIEW HIS OR HER AFFIRMATIVE ACTION PLAN WITH BARBARA MCKINNEY IN ADVANCE OF THE QUOTING DEADLINE**. Her telephone number is (812) 349-3429. Her office hours are from 8:00 a.m. to 5:00 p.m. Monday through Friday. **EACH QUOTER'S WORKFORCE BREAKDOWN FIGURES MUST BE UPDATED EVERY SIX MONTHS**. **QUOTERS WHO FAIL TO SUBMIT ACCEPTABLE PLANS ARE SUBJECT TO DISQUALIFICATION**.

The Board of Public Works reserves the right to waive any informality and to accept or reject any or all Quotes submitted.

Quotes may be held by the Board of Public Works of a period not-to-exceed sixty (60) days, from the date of quote opening for the purpose of reviewing the Quotes and investigating the qualifications of the Quoter prior to awarding the contract.

BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON
Charlotte Zietlow, President

PROJECT NAME: Paving East Moores Pike from South Valley Forge Road to South College Mall Road

AGREEMENT FOR PAVING SERVICES

This Agreement, entered into on this _____ day of _____, 2015, by and through the Board of Public Works (hereinafter referred to as "Board"), and _____ (hereinafter referred to as "Contractor"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to **maintain the quality of City infrastructure; and**

WHEREAS, the Board requires the services of a professional Contractor in order to **provide paving services to resurface particular street sections for the City**, which shall be hereinafter referred to as "the Services", and the Board wishes to have the flexibility to assign additional tasks to the contractor at its discretion, and;

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Contractor is willing and able to provide such Services to the Board;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services: Contractor shall provide required Services for the Board as set forth in Exhibit A, Scope of Services. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

Contractor shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner. Contractor shall perform all Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 contractor or general contractor for this project.

In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Board as may be requested and desirable, including primary coordination with the Facilities Management Coordinator designated by the Board as project coordinator.

Contractor agrees that any information or documents, including digital GIS information, supplied by the Board pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any purpose.

Article 2. Standard of Care: Contractor shall be responsible for completion of the Services in a manner to meet high professional standards consistent with the Contractor’s profession in the location and at the time of the rendering of the services. The Project Manager shall be the sole judge of the adequacy of Contractor’s work in meeting such standards. However, the Project Manager shall not unreasonably withhold his approval as to the adequacy of such performance.

Article 3. Responsibilities of the Board: The Board shall have the following responsibilities under this Agreement and shall meet these responsibilities in a timely manner so as not to delay the orderly progress of the Services, and Contractor shall be entitled to rely upon the accuracy and completeness of information supplied by the Board:

A. Information/Reports

Provide Contractor with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Contractor may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

The Board hereby designates Joe VanDeventer, Director of Street Operations, Public Works Department (“VanDeventer”) to serve as the Board’s representative for the project. VanDeventer shall have the authority to transmit instructions, receive information, interpret and define the Board’s requirements and make decisions with respect to the Services.

C. Decisions

Provide all criteria and full information as to Board’s requirements for the Services and make timely decisions on matters relating to the Services.

Article 4. Compensation: The Board shall pay Contractor a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid including fees and expenses shall not exceed the amounts of:

Task 1: TO BE DETERMINED UPON ACCEPTANCE OF QUOTE (\$_____) – Not To Exceed Amount

This amounts include salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Contractor's monthly progress statements for each phase and shall be invoiced for the work completed only.

Additional assignments or additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by the Board or the Board’s designated representative prior to such work being performed, or

expenses incurred. The Board shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses must be submitted within thirty (30) days of the completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

1. Timing and Format for Billing:

Invoices shall be submitted for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within thirty (30) calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the Board may reasonably require.

Tasks shall be invoiced separately, either as separate lines on a single invoice, or on separate invoices at the Board's direction.

2. Billing Records:

Contractor shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

Article 5. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

Article 6. Schedule: Contractor shall perform the Services according to the schedule set forth in Exhibit C, Schedule. Exhibit C is attached hereto and incorporated herein by reference as though fully set forth. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination: In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The Board may terminate or suspend performance of this Agreement at the Board's prerogative at any time upon written notice to the Contractor. The Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Board, and the Board shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to the Contractor's compensation and the schedule of services.

Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Board, as set forth in Article 11 herein.

Article 8. Identity of Contractor: Contractor acknowledges that one of the primary reasons for its selection by the Board to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Contractor has represented will be responsible there for. Contractor thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit D, Principal Personnel, and such other personnel in the employ under contract or under the supervision of Contractor. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The Board reserves the right to reject any of the Contractor's personnel or proposed outside professional subcontractor, and the Board reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Cost Estimates: All estimates of construction cost to be provided by Contractor shall represent the best judgment of Contractor based upon the information currently available and upon Contractor's background and experience with respect to projects of this nature. It is recognized, however, that neither Contractor nor the Board has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Contractor cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

Article 10. Reuse of Documents: All documents, including but not limited to, drawings, specifications and computer software prepared by Contractor pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Board or others on modifications or extensions of this project or on any other project. The Board may elect to reuse such documents; however any reuse without prior written verification or adaptation by Contractor for the specific purpose intended will be at the Board's sole risk and without liability or legal exposure to the Contractor. The Board shall indemnify and hold harmless the Contractor against all Judgments, losses, damages, injuries and expenses arising out of or resulting from such reuse. Any verification or adaptation of documents by the Contractor will entitle the Contractor to additional compensation at rates to be agreed upon by the Board and the Contractor.

Article 11. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Board as part of the Services shall become the property of the Board. Consultant shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Consultant.

Article 12. Independent Contractor Status: During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Board.

Article 13. Indemnification: To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Contractor or Contractor's officers, directors, partners, employees, or subcontractor in the performance of services under this Agreement.

Article 14. Insurance: During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum combined single limit of \$1,000,000 for each occurrence, and \$2,000,000 in the aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Board, and the officers, employees and agents of each shall be named as additional insured under both the General Liability Insurance and Automobile Liability Insurance policies, and the policies shall stipulate that the insurance will operate as primary insurance and that no other insurance effected by the City will be called upon to contribute to a loss hereunder.

Contractor shall provide evidence of each insurance policy to the Board prior to the commencement of work under the Agreement. Approval of the insurance by the Board shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Board required proof that the insurance has been procured and is in force and paid for, Board shall have the right at Board's election to forthwith terminate the Agreement.

Article 15. Conflict of Interest: Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 16. Waiver: No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to

enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 17. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 18. Assignment: Neither the Board nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Contractor may assign its rights to payment without the Board's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 19. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board and the Contractor.

Article 20. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.

Article 21. Non-Discrimination: Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.

Article 22. Compliance with Laws: In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, Contractor shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 23. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below.

Board:

Contractor:

City of Bloomington
Public Works Dept.
Attn: Joe Van Deventer
401 N. Morton Street
Suite #120
Bloomington, IN 47404

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Board and the Contractor.

Article 24. Intent to be Bound: The Board and the Contractor each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 25. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Board and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

Article 26. Verification of New Employee' Employment Status: Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Contractor shall sign an affidavit, attached as Exhibit E, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

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

Contractor shall require any subcontractors performing work under this Agreement to verify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the Commission.

Exhibit E is attached hereto and incorporated herein by reference as though fully set forth.

Article 27. No Investment in Iran: Contractor is required to certify that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5.

Contractor shall sign an affidavit, attached as Exhibit F, affirming that the Contractor is not engaged in said investment activities. Exhibit F is attached hereto and incorporated herein by reference as though fully set forth.

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

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

Owner

Contractor

City of Bloomington
Board of Public Works

Signature

By: _____
Charlotte Zietlow
President

Print Name

By: _____
Mark Kruzan,
Mayor

EXHIBIT A – Scope of Services

CITY OF BLOOMINGTON ROAD/STREET PAVING SPECIFICATIONS

1.0 INTENT

- 1.1 It is the intent of the City of Bloomington, Indiana, to award a contract for the paving of **East Moores Pike from South College Mall Road to South Valley Forge Road** with Hot Mix Asphalt (HMA) pavement materials.
- 1.2 A 2" overlay of HMA is required **without seams** in roundabout.

2.0 SCOPE OF WORK

- 2.1 The Contractor shall furnish all labor, material and equipment to prepare the existing road bed for paving. Preparation shall be such that a smooth transition is obtained from newly paved areas to existing pavements.
- 2.2 In the preparation of an existing asphalt or concrete pavement for paving, the Contractor shall remove dirt, gravel, sod and other debris from the existing pavement edges, followed by brooming of the pavement surface. Voids, holes or depressions deeper than one (1) inch shall be filled and compacted with an HMA mixture. Payment for HMA used to fill voids, holes or depressions will be per ton of mixture placed included in total bid.
- 2.3 A tack coat shall be applied at the rate of 0.03 to 0.10 gal per square yard immediately proceeding the placement of each layer of HMA. Payment for tack coat will be per gallon applied to be included in total bid.
- 2.4 The Contractor shall furnish all labor and equipment to maintain traffic in accordance with the 2011 Indiana Manual of Uniform Traffic Control Devices (IMUTCD 2011) and most recent updates. The cost of maintaining traffic shall be included in the total bid.

Temporary pavement markings, if required to be furnished by the Contractor, will be paid for by the lineal foot applied included in total bid.

- 2.5 The Contractor shall furnish all labor, equipment and materials to adjust to grade any existing castings for manholes, catch basins, inlets, and valve boxes. If an existing casting is determined to be unfit for further use, a new casting will be furnished by the City.

- 2.6 The Contractor shall furnish all labor, equipment and materials to pave existing paved street, alley and drive approaches with the same HMA mixture used for the surface on the street. All paving of streets within this contract shall require HMA 2" overlay. Approaches shall be paved in such a manner as to provide a smooth transition to the new pavement surface and as required to maintain drainage of surface runoff. Payment for approach paving will be per ton of mixture placed in total bid.
- 2.7 The Contractor shall clean up and properly dispose of any excess materials and debris resulting for the work. The cost of cleanup and disposal shall be included in the total bid.

3.0 SPECIAL PROVISIONS

- 3.1 All materials, equipment and construction methods shall meet the requirements of the latest versions of the Indiana Department of Transportation (INDOT) Standard Specifications including Recurring Special Provisions and/or Supplemental Specifications.
- 3.2 Hot Mix Asphalt (HMA) Pavement Description: This work shall consist of HMA surface mixtures produced and placed in accordance with INDOT Specifications Section 402 effective on or after March 2014 with exceptions as noted herein. All mixtures must be produced by an INDOT Certified HMA plant in accordance with a Quality Control Plan approved by an INDOT District Division of Materials and Tests.
- 3.3 All work on the specified projects shall be completed within 60 calendar days of official bid award.

Mixture Type: The mixture types shall be Type C as shown on the Unit Bid Sheet. HMA mixtures shall be produced in accordance with 402.05.

Surface Aggregate Type: For Type C mixtures, surface aggregates shall meet the requirement for less than 10,000,000 ESAL in 904.03 (d).

Density: Density for all mixture types will be controlled by 402.15.

Mixture Type	Type A	Type B	Type C	Type D
Design ESAL	200,000	2,000,000	9,000,000	11,000,000
Surface	4.75 mm	4.75 mm	4.75 mm	4.75 mm
	9.5 mm	9.5 mm	9.5 mm	9.5 mm
	12.5 mm	12.5 mm	12.5 mm	12.5 mm
Surface – PG Binder	64-22	64-22	70-22	70-22
Intermediate	9.5 mm	9.5 mm	9.5 mm	9.5 mm
	12.5 mm	12.5 mm	12.5 mm	12.5 mm
	19.0 mm	19.0 mm	19.0 mm	19.0 mm
	25.0 mm	25.0 mm	25.0 mm	25.0 mm
Intermediate – PG Binder	64-22	64-22	64-22	70-22
Base	19.0 mm	19.0 mm	19.0 mm	19.0 mm
	25.0 mm	25.0 mm	25.0 mm	25.0 mm
Base – PG Binder	64-22	64-22	64-22	64-22

4.0 INSTRUCTIONS TO QUOTERS

- 4.1 Each quoter shall be responsible for inspecting the project sites and verifying any measurement stated in the project specifications.
- 4.2 Bids shall be submitted on the State Board of Accounts Form No. 96 with the Unit Bid Sheet Showing bid prices attached.
- 4.3 A bond executed by the quoter and a surety company, or a certified check payable to the City of Bloomington in the amount of five percent (5% of the total maximum quote shall be submitted with the bid.
- 4.4 A copy of the INDOT Certified Plant Certificate for the plant(s) producing HMA mixtures for this project shall be submitted with the quote.

5.0 INSPECTION AND TESTING

- 5.1 The City shall have the right to reject defective materials and/or workmanship. Material and/or workmanship not in conformance with the specifications will be considered defective.

5.2 Rejected materials and/or workmanship, at no additional cost to the City, shall be satisfactorily corrected in place, or replaced with work conforming to the specifications.

EXHIBIT B -- Compensation

This project is to be completed with an agreed Not to Exceed Cost of (\$_____).

EXHIBIT C – Schedule

Contractor shall complete the work within 60 calendar days from the issuance date of the Notice to Proceed.

EXHIBIT D – Key Personnel

EXHIBIT F

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT REGARDING NO INVESTMENT IN IRAN

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the _____ of _____.
(Job title) (Company name)

2. The company named herein that employs the undersigned:

- has contracted with or is seeking to contract with the City of Bloomington to provide services; OR
- is a subcontractor on a contract to provide services to the City of Bloomington.

3. As required by Indiana Code 5-22-16.5-13, the undersigned hereby certifies under penalties of perjury that the company named herein is not engaged in investment activities in Iran.

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2015.

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____

2015

RE: Affirmative Action, Living Wage Ordinance, and Responsible Bidders Ordinance

To Prospective Bidder:

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 ensure that applications 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 \$150,000.00 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 ensure that all the protected classes listed above are included in your plan. In addition to other requirements, your plan **MUST** include a workforce breakdown, and 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 for 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 2015, the living wage for covered employees is \$12.31 an hour.

If you have any questions, contact me at 812.349.3429 or email me at mckinneb@bloomington.in.gov. My office hours are Monday through Friday, 8:00a.m.-5:00p.m.

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 non-discrimination 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
- 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
- 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 PROCEEDURE

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

AFFIRMATIVE ACTION PLAN CHECKLIST

NOTE: This is **not** an Affirmative Action Plan

Effective Date: _____

Contractor: Plan MUST Include:	Yes	No	Comments:
Policy statement of equal employment opportunity	<input type="checkbox"/>	<input type="checkbox"/>	
Covers: Applicants for employment	<input type="checkbox"/>	<input type="checkbox"/>	
Employees	<input type="checkbox"/>	<input type="checkbox"/>	
On basis of: Race	<input type="checkbox"/>	<input type="checkbox"/>	
Religion	<input type="checkbox"/>	<input type="checkbox"/>	
Color	<input type="checkbox"/>	<input type="checkbox"/>	
Sex	<input type="checkbox"/>	<input type="checkbox"/>	
National Origin	<input type="checkbox"/>	<input type="checkbox"/>	
Ancestry	<input type="checkbox"/>	<input type="checkbox"/>	
Disability	<input type="checkbox"/>	<input type="checkbox"/>	
Sexual Orientation*	<input type="checkbox"/>	<input type="checkbox"/>	
Gender Identity*	<input type="checkbox"/>	<input type="checkbox"/>	
Designates a person responsible for implementation of the Plan	<input type="checkbox"/>	<input type="checkbox"/>	
Provides for communication of the policy:			
Within the Organization	<input type="checkbox"/>	<input type="checkbox"/>	
Outside the Organization	<input type="checkbox"/>	<input type="checkbox"/>	
(e.g., recruitment sources, unions)			
Applies to all terms and conditions of employment (e.g., hiring, placement, promotion, duties, wages, benefits, use of facilities, layoff, discipline, termination)	<input type="checkbox"/>	<input type="checkbox"/>	
Provision for: Recruitment from minority groups	<input type="checkbox"/>	<input type="checkbox"/>	
Provision for: Equal access to training programs	<input type="checkbox"/>	<input type="checkbox"/>	
Grievance Procedure	<input type="checkbox"/>	<input type="checkbox"/>	
Prohibits retaliation for filing grievances	<input type="checkbox"/>	<input type="checkbox"/>	
Workforce Breakdown (figures up to date within 6 months)	<input type="checkbox"/>	<input type="checkbox"/>	



Living Wage Ordinance Certification

Employer's Name: _____

Employer's Address: _____

Employer's Phone Number: _____

Employer's Email Address: _____

Job title(s) of Covered Employees: _____

(use additional sheet if necessary)

Do you pay all covered employees at least the living wage (for 2014, \$12.06 per hour) for work done in connection with the City assistance or subsidy? Yes _____ No _____

If not, do the covered employees have access to a health insurance plan sponsored by you? Yes _____ No _____

If you don't pay all of your covered employees at least the living wage, and your covered employees have access to a health insurance plan that you sponsor, please answer the following questions:

- What is the hourly equivalent value of your contribution to the health insurance plan on behalf of the covered employees who chose to participate in your health insurance plan? (To determine this, divide your annual contribution per employee by 2080.) \$ _____
- If the covered employee chose not to participate in your health insurance plan, but could have done so, then what would have been the hourly equivalent value of your contribution to the health insurance plan? (Again, divide your annual contribution by 2080). \$ _____

I hereby attest that the information I've provided above is truthful and accurate. I hereby attest that I am aware of the provisions of the Living Wage Ordinance chapter of the Bloomington Municipal Code.

Signature

Printed Name

Date

Office held

This form must be filed in the first quarter of the year following that in which the living wage ordinance applies. Send completed form to the Contract Compliance Officer, PO Box 100, Bloomington, IN 47402-0100, or fax to 349-3441.



Responsible Bidder Affidavit

Contractor and any subcontractor performing more than \$150,000 worth of work on the project shall complete this *Responsible Bidder Affidavit* as required by Chapter 2.29 of the Bloomington Municipal Code. Contractor must submit this affidavit with its bid. Failure to comply with all submission requirements may result in a determination that the Contractor is not a responsible and responsive bidder.

The undersigned _____, as _____ and on behalf of
(Name) (Title)
_____ certifies the following:
(Contractor)

Contractor is compliant with all applicable laws pre-requisite to doing business in Indiana.

Yes [] No []

Does Contractor have a Federal Employer Identification Number (EIN) (also known as a Federal Tax Identification Number)?

Yes [] No []

Please list your Federal Employer Identification Number: _____

Alternatively, for sole proprietors, list your social security number: _____

Contractor is in compliance with Section 2000(e) of Chapter 21, Title 42 of the United States Code and Federal Executive Order Number 11375 (known as the Equal Opportunity Employer Provisions).

Yes [] No []

Contractor has submitted an affirmative action plan as required under § 2.21.070(8) of the Bloomington Municipal Code.

Yes [] No []

Contractor affirms that all of its workers who qualify as employees are covered under a current worker's compensation insurance policy, and that all workers who will be part of the project are properly classified as employees or independent contractors.

Yes [] No []

Contractor will comply with Indiana Code § 5-16-7 et. seq., known as the Indiana Common Construction Wage Act.

Yes [] No []

Contractor confirms that any of its employees designated as apprentices are properly registered with an apprenticeship and training program approved and registered with the United States Department of Labor, Bureau of Apprenticeship and Training.

Yes [] No []

Contractor currently has a substance abuse testing policy in place.

Yes [] No []

Please list any professional or trade license(s) required by law for any trade or specialty area required to complete work on the present project.

Has the Contractor, or any directors, officers, or managers employed by the Contractor, had any professional or trade license suspended or revoked within the last five (5) years?

Yes [] No []

Verification

I certify that I am authorized to execute this affidavit on behalf of the Contractor set forth above, that I have personal knowledge of all the information set forth herein, and that all statements representations, and information contained in this affidavit are true and accurate.

Signature of Authorized Officer

Name of Authorized Officer

Title

Date



MARK KRUZAN
MAYOR

CITY OF BLOOMINGTON
401 N Morton St
Post Office Box 100
Bloomington IN 47402

CONTROLLER'S OFFICE
p 812.349.3412
f 812.349.3456
controller@bloomington.in.gov

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION: SUBSTITUTE W-9

Name (as shown on your tax return):																																									
Business Name (if different):																																									
Check appropriate box for federal tax classification: Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Other ► _____	Exemptions: Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____																																								
Address (number, street, and apt. or suite no.):																																									
City, State, and ZIP code:																																									
Telephone number:	Fax number:																																								
Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line To avoid backup withhold. For individuals, this is your social security number (SSN). However, for a Resident alien, sole proprietor, or disregarded entity, see the Part 1 instructions on page 3 of IRS Form W-9. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3 of IRS Form W-9 Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose Number to enter.	Social security number <table border="1" style="width:100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width:10%;"></td><td style="width:10%;"></td> </tr> </table> Employer identification number <table border="1" style="width:100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width:10%;"></td><td style="width:10%;"></td> </tr> </table>																																								

Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person or other U.S. person (defined below), and
4. The FATCA codes(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions

You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3 of the IRS Form W-9.

Please mail or fax this complete form as soon as possible to the Controller's Office using the contact information above.

NO PAYMENTS WILL BE SENT UNTIL THIS FORM IS RECEIVED.

SIGN HERE	Signature of U.S. person ►	Date ►
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THE CITY'S PREFERRED METHOD OF PAYMENT IS EFT. PLEASE COMPLETE TO ENROLL

EFT Information		
Bank Name:		
Type of Account:	Checking	Savings
Routing Number:		
Account Number:		
Name of Account:		
Email for Payment Notification:		

REFERENCES FOR SOLE PROPRIETORS & PARTNERSHIPS

Name:	Address:
Phone:	Email:

Name:	Address:
Phone:	Email:

Name:	Address:
Phone:	Email:

BILLING INFORMATION

Payment Remittance		
Address (PO Box)		
Address (Physical)		
City	State	Zip
Person to Contact		
Email		
Phone		