

23-74
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**BID ACCEPTANCE AND CONTRACT AWARD FOR BID PACKAGE #1 FOR THE
TRADES DISTRICT TECH CENTER**

- WHEREAS, the City of Bloomington held a bid opening on September 26, 2023, at 10:05 a.m. for the Trades District Technology Center Project; and
- WHEREAS, the City requested bids for six bid packages for the Project; and
- WHEREAS, two (2) bids were timely received, opened and spread of record for Bid Package #1; and
- WHEREAS, all two (2) bids were reviewed for responsiveness by members of the City of Bloomington Economic and Sustainable Development Department, The Dimension Mill, the Construction Managers, and the Engineer of record; and
- WHEREAS, the Engineer of record and members of the City of Bloomington Economic and Sustainable Development Department, The Dimension Mill, the Construction Managers determined that the lowest, responsive and responsible bidder was E&B Paving, LLC, for the base bid, with no alternate bid, in the contract amount of a total of One Million Two Hundred Forty-Eight Thousand One Hundred Forty-Two Dollars and Zero Cents (\$1,248,142.00); and
- WHEREAS, the Engineer of record and members of the City of Bloomington Economic and Sustainable Development Department, The Dimension Mill, the Construction Managers recommend that the Redevelopment Commission (the “RDC”) accept E&B Paving, LLC as the lowest and most responsive and responsible bidder and request authorization to contract with the same; and
- WHEREAS, the proposed Agreement between City of Bloomington and E&B Paving, LLC (the “Agreement”) is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA, THAT:

1. The RDC hereby accepts the base bid presented by E&B Paving, LLC as the lowest and most responsive and responsible bidder.
2. The RDC awards Bid Package #1 of the Trades District Technology Center Project to E&B Paving, LLC.

3. The Agreement in Exhibit A is approved.
4. Cindy Kinnarney is authorized to sign the Agreement on behalf of the Redevelopment Commission.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

AND

E&B PAVING, LLC

FOR

TRADES DISTRICT TECHNOLOGY CENTER

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, through the Redevelopment Commission (hereinafter CITY), and E&B Paving, LLC (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for Bid Package No. 1 (Site Work) for The Trades District Tech Center, a mixed use office building to support tech-focused industries. The building is approximately 22,000 gross square feet and will be located at the southwest corner of Maker Way and Madison Street in Bloomington, Indiana (more particularly described in Attachment A, "Scope of Work"); and

WHEREAS, CONTRACTOR is capable of performing work as per its Bid on the Bid Summary sheet; and

WHEREAS, in accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; 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. 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.

ARTICLE 2. SERVICES

2.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described in Attachment A, "Scope of Work" and the Addenda to the Bid Documents.

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR within Three Hundred Sixty-Five (365) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

2.03 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 Section 13.00 of the General Conditions 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.

2.04 CONTRACTOR agrees that no charges or claims for damages shall be made by him or her 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 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract, at the unit prices stated in Contractor's Bid, if applicable and attached hereto as Attachment 'E'. 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 For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his or her own and all subcontracted employees, to City's Project Manager or his or her representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

3.06 **Project Manager**, The City's Project Manager, John Fernandez, shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. RETAINAGE

For contracts in excess of \$100,000 and for which Contractor requested Progressive Payments on its Bid Form, the Owner requires that retainage be held set out below.

4.01 **Retainage Amount and Escrow Agent**. The retainage amount withheld shall be held by the Bloomington Redevelopment Commission ("Board") or shall be placed in an escrow account with an escrow agent. Yellow Cardinal Group Columbus, Indiana, shall serve as the escrow agent. If an escrow agent is used, the escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. If an escrow agent is used, Contractor shall work directly with the escrow agent to set up the account. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

4.02 **Payment of Retainage Amount**. The escrow agent or the Board shall hold the retainage until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent or the Board to pay to the Contractor the retainage, including both specifying the amount of retainage to be released and the person to whom that portion is to be released. After receipt of the notice, the escrow agent or the Board shall remit the designated funds to the person specified in the notice. If the escrow agent held the retainage, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees. If the Board held the retainage, no interest will have been earned or will be payable. However, nothing in this section shall prohibit Owner from requiring the escrow agent or the Board to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

4.03 [Intentionally Omitted.]

4.04 Withholding Funds for Completion of Contract. If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, Owner may direct the Board or escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The Board or escrow agent shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

ARTICLE 5. GENERAL PROVISIONS

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

CONTRACTOR shall indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all damages, actions, costs, (including, but not limited to, attorney's fees, court costs and costs of investigation) judgments and claims by anyone for damage to property, injury or death to persons resulting from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this contract.

5.02 Abandonment, Default and Termination

5.02.01 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 made to CONTRACTOR shall be paid as a final payment in full settlement of his or her services hereunder.

5.02.02 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 or her surety, shall pay the difference to CITY.

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

Failure to begin the work under this Agreement within the time specified.

Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.

Unsuitable performance of the work as determined by City's Project Manager or his or her representative.

Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.

Discontinuing the prosecution of the work or any part of it.

Inability to finance the work adequately.

If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

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

5.02.05 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 or her 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 or her Surety for his or her failure to complete the work in the time specified.

5.02.06 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.

5.02.07 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.

5.03 Successors and Assigns

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

5.03.02 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.

5.04 Extent of Agreement: Integration

5.04.01 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 and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Bid Documents.
4. The Invitation to Bidders.
5. The Instructions to Bidders.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

5.04.02 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.

5.05 Insurance

5.05.01 CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him or her 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)	\$1,000,000 per occurrence
	Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	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

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

Premises and operations;

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

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;

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

5.05.04 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 coverage 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.

5.06 **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.

5.07 **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. CONTRACTOR shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. 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.

5.08 Non-Discrimination

5.08.01 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, disability, sexual orientation, gender identity, veteran status or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.

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

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status, or any other legally protected classification;

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

- a. Has formulated its own Affirmative 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.

CONTRACTOR understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If CONTRACTOR believes that a City employee engaged in such conduct towards CONTRACTOR and/or any of its employees, CONTRACTOR or its employees may file a complaint with the City department head in charge of the CONTRACTOR'S work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

5.08.03 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 sub agreement 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, 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.

5.09 Workmanship and Quality of Materials

5.09.01 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.

5.09.02 OR EQUAL Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the Project Manager. The approval by the Project Manager 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 Project Manager.

5.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the Project Manager and are not subject to arbitration.

5.10 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.

5.10.01 CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

5.11 Amendments/Changes

5.11.01 Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

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

5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he or she shall file written notice with CITY no later than twenty (20) calendar 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.

5.11.04 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.

5.12 Performance Bond and Payment Bond

5.12.01 For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

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

5.12.03 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) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

5.13 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.

5.13.01 The surety of the Payment Bond and Performance Bond may not be released until one (1) year after the Board's final settlement with the CONTRACTOR.

5.14 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:

The Mill		
Attn: John Fernandez		
642 N. Madison Street		
Bloomington, Indiana 47404		
Weddle Bros. Building Group		
c/o Chris Ciolli		
2182 W. Industrial Park Drive		
Bloomington, Indiana 47404		
With a copy to:		
City of Bloomington Redevelopment Commission		
c/o Colleen Newbill		
401 N. Morton Street		
Bloomington, Indiana 47404		

5.15 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.

5.16 Notice to Proceed CONTRACTOR shall not begin the work pursuant to the “Scope of Work” of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 Steel or Foundry Products

5.17.01 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.

5.17.02 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.”

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees’ Immigration Status

Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Attachment C, affirming that Contractor does not knowingly employ an unauthorized alien. “Unauthorized alien” is defined at 8 U.S. Code

1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar 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) calendar day period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the Contractor or its subcontractor is liable to the City for actual damages.

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

5.19 Drug Testing Plan

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR'S employee drug testing program throughout the term of this project.

[Signature page follows]

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

DATE: _____

City of Bloomington
Redevelopment Commission

E&B Paving, LLC

BY:

BY:

Cindy Kinnarney, President

Contractor Representative

Printed Name

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

SECTION 3- BID PACKAGES / DESCRIPTION OF THE WORK

The following documents are contained within this section of the Project Manual.

1. **SUMMARY OF WORK MATRIX-** This document contains a list of the specification sections that serve as a guide for what is expected to be contained within each bid package.
2. **SUMMARY OF WORK – MULTIPLE CONTRACTS**
3. **BID PACKAGE SCOPES OF WORK**

	BID PACKAGES								
	BP 01 - SITE CLEARING, EARTH WORK & SITE UTILITIES	BP 02 - GENERAL TRADES	BP 03 - STRUCTURAL STEEL	BP 04 - ROOFING	BP 05 - CURTAIN WALL, STORE FRONT & GLAZING ASSEMBLIES	BP 06 - ELEVATORS	BP 07 - FIRE PROTECTION	BP 08 - PLUMBING & HVAC	BP 09 - ELECTRICAL COMMUNICATIONS & ACCESS CONTROL
DIVISION 00 PROJECT MANUAL									
All Project Manual Contents	X	X	X	X	X	X	X	X	X
DIVISION 01 GENERAL REQUIREMENTS									
All Division 01 Contents	X	X	X	X	X	X	X	X	X
DIVISION 02 EXISTING CONDITIONS									
SECTION 024113 Selective Demolition		X							
DIVISION 03 CONCRETE									
SECTION 031000 Concrete Forming and Accessories		X							
SECTION 032000 Concrete Reinforcing		X							
SECTION 033000 Cast-in-Place Concrete		X							
DIVISION 04 MASONRY									
SECTION 042200 Concrete Unit Masonry		X							
DIVISION 05 METALS									
SECTION 051200 Structural Steel Framing			X						
SECTION 053100 Steel Decking			X						
SECTION 053150 - Steel Floor Deck			X						
SECTION 055000 Metal Fabrications			X						
SECTION 055113 Metal Pan Stairs			X						
SECTION 055213 Pipe and Tube Railings			X						
SECTION 057300 Decorative Metal Railings			X						
SECTION 057313 Decorative Formed Metal			X						
SECTION 057500 Glazed Decorative Metal Railings			X						
DIVISION 06 WOOD, PLASTICS, AND COMPOSITES									
SECTION 061000 Rough Carpentry		X							
SECTION 061600 Sheathing		X							
SECTION 062023 Interior Finish Carpentry		X							
SECTION 064116 Plastic-Laminate-Clad Architectural Cabinets		X							
SECTION 064400 Ornamental Woodwork		X							
SECTION 066400 Plastic Paneling		X							
DIVISION 07 THERMAL AND MOISTURE PROTECTION									
SECTION 072100 Thermal Insulation		X							
SECTION 072726 Fluid -Applied Membrane Air Barriers		X							
SECTION 074113.13 Formed Metal Wall Panels		X							
SECTION 074213.23 Metal Composite Wall Panels		X							
SECTION 075423 Thermoplastic Polyolefin (TPO) Roofing				X					
SECTION 076200 Sheet Metal Flashing and Trim				X					
SECTION 077100 Roof Specialties				X					
SECTION 077223 Vegetated Roof System				X					
SECTION 078413 Penetration Firestopping		X							
SECTION 078446 Fire-Resistive Joint Systems		X							
SECTION 079200 Joint Sealants		X							
SECTION 079219 Acoustical Joint Sealants		X							
DIVISION 08 OPENINGS									
SECTION 080671 Door Hardware Schedule		X							
SECTION 081113 Hollow Metal Doors and Frames		X							
SECTION 081416 Flush Wood Doors		X							
SECTION 084113 Aluminum Framed Entrances and Storefronts					X				
SECTION 084413 Glazed Aluminum Curtain Walls					X				
SECTION 087100 Door Hardware		X							
SECTION 088000 Glazing					X				
SECTION 088000 - (Only) Door Lites Flush Wood / Hollow Metal		X							
SECTION 088300 Mirrors		X							
DIVISION 09 FINISHES									
SECTION 092116.23 Gypsum Board Shaft Wall Assemblies		X							
SECTION 092216 Non-Structural Metal Framing		X							
SECTION 092900 Gypsum Board		X							
SECTION 093013 Ceramic Tiling		X							
SECTION 095113 Acoustical Panel Ceilings		X							
SECTION 096513 Resilient Base and Accessories		X							
SECTION 096519 Resilient Tile Flooring		X							
SECTION 096813 Tile Carpeting		X							
SECTION 098436 Sound-Absorbing Ceiling Units		X							
SECTION 099113 Exterior Painting		X							
SECTION 099123 Interior Painting		X							
SECTION 099600 High Performance Coatings		X							
DIVISION 10 SPECIALTIES									
SECTION 101419 Dimensional Letter Signage		X							
SECTION 102600 Wall and Door Protection		X							
SECTION 102800 Toilet, Bath, and Custodial Accessories		X							
SECTION 104413 Fire Protection Cabinets		X							
SECTION 104416 Fire Extinguishers		X							
DIVISION 12 FURNISHINGS									

	BP 01 - SITE CLEARING, EARTH WORK & SITE UTILITIES	BP 02 - GENERAL TRADES	BP 03 - STRUCTURAL STEEL	BP 04 - ROOFING	BP 05 - CURTAIN WALL, STORE FRONT, & GLAZING ASSEMBLIES	BP 06 - ELEVATORS	BP 07 - FIRE PROTECTION	BP 08 - PLUMBING & HVAC	BP 09 - ELECTRICAL COMMUNICATIONS & ACCESS CONTROL
SECTION 122413 Roller Window Shades		X							
SECTION 123623.13 Plastic-Laminate-Clad Countertops		X							
SECTION 123661.16 Solid Surface Countertops		X							
SECTION 123661.19 Quartz Agglomerate Countertops		X							
DIVISION 14 FURNISHINGS									
SECTION 142113 Machine-Room-Less Hydraulic Elevators						X			
DIVISION 20 - Mechanical General Requirements									
SECTION 200500 Common Mechanical Work Results								X	
SECTION 200503 Basic Piping Materials and Methods								X	
SECTION 200513 Motors For Mechanical Equipment								X	
SECTION 200523 General Duty Valves								X	
SECTION 200529 Mechanical Hangers and Supports								X	
SECTION 200548 Vibration Controls								X	
SECTION 200553 Mechanical Identification								X	
SECTION 200700 Mechanical Insulation								X	
DIVISION 21 - FIRE SUPPRESSION									
SECTION 211000 Water Based Fire Suppression Systems							X		
SECTION 213113 Electric-Drive, Centrifugal Fire Pumps							X		
DIVISION 22 - PLUMBING									
SECTION 221116 Domestic Water Piping								X	
SECTION 221119 Domestic Water Piping Specialties								X	
SECTION 221123 Domestic Water Pumps								X	
SECTION 231316 Sanitary Drain, Vent and Storm Draining Piping								X	
SECTION 221319 Sanitary and Storm Waste Piping Specialties								X	
SECTION 223400 Electric Domestic Water Heaters								X	
SECTION 224000 Plumbing Fixtures								X	
DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)									
SECTION 230593 Testing, Adjusting, And Balancing								X	
SECTION 230990 HVAC Instrumentation and Controls								X	
SECTION 230993 Sequence of Operation								X	
SECTION 232115 Condensate Drain Piping								X	
SECTION 232300 Refrigerant Piping								X	
SECTION 233113 Metal Ducts								X	
SECTION 233300 Duct Accessories								X	
SECTION 233423 Power Ventilators								X	
SECTION 233713 Diffusers, Registers, and Grilles								X	
SECTION 237433 Dedicated Outdoor-Air Units								X	
SECTION 238126 Split-System Air Conditioners								X	
SECTION 238127 Variable Refrigerant Flow Heat Pump Systems								X	
SECTION 238128 Variable Refrigerant Flow Heat Recovery Systems								X	
SECTION 238260 Electric Heating Equipment								X	
DIVISION 26 - ELECTRICAL									
SECTION 260001 Basic Electrical Requirements									X
SECTION 260002 Common Work Results for Electrical									X
SECTION 260003 Temporary Light and Power									X
SECTION 260004 Firestopping									X
SECTION 260005 Miscellaneous Wiring Methods and Special Requirements									X
SECTION 260009 Secondary Electrical Service Outline									X
SECTION 260526 Grounding and Bonding for Electrical Systems									X
SECTION 260529 Hangers and Supports for Electrical Systems									X
SECTION 260533 Raceways and Fittings									X
SECTION 260543 Underground Ductbanks									X
SECTION 260553 Electrical Identification									X
SECTION 260573 Power System Studies									X
SECTION 260923 Occupancy Sensor Lighting Controls									X
SECTION 260933 Architectural Lighting Control Systems									X
SECTION 260943 Relay Lighting Control Systems									X
SECTION 262101 Conductors and Cables									X
SECTION 262213 Low-Voltage Distribution Transformers									X
SECTION 262300 Enclosed Switches									X
SECTION 262416 Panelboards									X
SECTION 262725 Boxes and Enclosures									X
SECTION 262726 Wiring Devices									X
SECTION 262813 Fuses									X
SECTION 263000 Motors and Motore Controllers									X
SECTION 263100 Photovoltaic Collectyors									X
SECTION 264313 Surge Protective Devices									X
SECTION 265100 Lighting Equipment									X
SECTION 265113 Luminaire List									X
SECTION 265200 Emergency Lighting Equipment									X
DIVISION 27 - COMMUNICATIONS									
SECTION 270000 Common Work Results for Communication									X
SECTION 270526 Grounding and Bonding for Communication Systems									X
SECTION 270528 Pathways for Communications Systems									X
SECTION 270529 Hangers and Supports for Communications Systems									X
SECTION 270536 Cable Trays for Communications Systems									X
SECTION 270543 Underground Pathways for Communication Systems									X
SECTION 270544 Sleeves and Sleeve Seals for Conmmunication Systems									X

	BP 01 - SITE CLEARING, EARTH WORK & SITE UTILITIES	BP 02 - GENERAL TRADES	BP 03 - STRUCTURAL STEEL	BP 04 - ROOFING	BP 05 - CURTAIN WALL, STORE FRONT & GLAZING ASSEMBLIES	BP 06 - ELEVATORS	BP 07 - FIRE PROTECTION	BP 08 - PLUMBING & HVAC	BP 09 - ELECTRICAL COMMUNICATIONS & ACCESS CONTROL
SECTION 270553 Identification for Communications Systems									X
SECTION 271116 Communications Racks, Frames, and Enclosures									X
SECTION 271313 Communications Copper Backbone Cabling									X
SECTION 271323 Communications Optical Fiber Backbone Cabling									X
SECTION 271513 Communications Copper Horizontal Cabling									X
DIVISION 28 - ELECTRONIC SAFETY AND SECURITY									
SECTION 280000 Access Control Security									X
SECTION 283111 - Fire Alarm System									X
DIVISION 31 - EARTHWORK									
SECTION 311000 Site Clearing	X								
SECTION 312000 Earth Moving - Classified	X								
SECTION 312219 Finish Grading	X								
SECTION 312300 Excavation and Fill	X								
SECTION 315000 Excavation Support and Protection	X								
SECTION 316229 Drilled Concrete Shafts		X							
DIVISION 32 - EXTERIOR IMPROVEMENTS									
SECTION 321216 Asphalt Paving	X								
SECTION 321313 Concrete Paving	X								
SECTION 321373 Concrete Paving Joint Sealants	X								
SECTION 321443 Porous Unit Paving	X								
SECTION 323223 Segmental Retaining Walls	X								
SECTION 323300 Site Furnishings	X								
SECTION 329115 Soil Preparation (Performance Specification)	X								
SECTION 329200 Turf and Grasses	X								
SECTION 329300 Plants	X								
DIVISION 33 - UTILITIES									
SECTION 330010 CBU Construction Specifications	X								
SECTION 331000 Water Utilities	X								
SECTION 333000 Sanitary Sewer Utilities	X								
SECTION 334000 Storm Drainage Utilities	X								
SECTION 334419 Utility Stormwater Treatment	X								

MULTIPLE CONTRACT SUMMARY

1.1 DIVISION OF RESPONSIBILITIES

- A. General: Each contractor assigned specific responsibilities of certain temporary services and facilities used by other contractors, and other entities at the site. The BPO2 General Trades Contractor is responsible for providing temporary services and facilities that are not normal construction activities of other contractors and are not specifically assigned otherwise by the Construction Manager.
- B. Each Contractor is responsible for:
1. Installation, operation, maintenance, and removal of each temporary service of facility usually considered as its own normal construction activity.
 2. Plug-in electric power cords and extension cords, and supplementary plug-in task lighting and special lighting necessary exclusively for its own activities.
 3. Its own field office, complete with necessary furniture, utilities, and telephone service.
 4. Its own storage and fabrication sheds.
 5. Temporary heat, ventilation, humidity control and enclosure of the building when these utilities are necessary for its construction activity, but where these utilities have not yet been installed by the responsible prime Contractor.
 6. Collection and disposal of its own hazardous, dangerous, unsanitary, or other harmful waste material.
 7. Secure lockup of its own tools, materials, and equipment.
 8. Construction aids and miscellaneous services and facilities necessary exclusively for its own construction activities.
 9. All dewatering is necessary to complete the individual contractor's scope of work.
 10. Mud removal from the streets caused by its operations.
 11. All contractors are responsible for coordinating required City and State inspections for work installed within their scope. Proof of inspection must be provided to the Construction Manager.
 12. General Project Clean Up
 - A. Each contractor is responsible for the daily clean-up required as a result of its own operation. Debris is to be directed to the dumpster furnished by the Bid Package 02 Contractor.
 - B. Bid Package 02 Contractor is to be responsible for the sweeping and disposing of misc. debris, mud, dirt, and dust from the building. This is to be a constant and thorough operation as necessary to maintain the construction site in a clean and orderly state suitable to the Construction Manager.
 - C. In the event the cleanup is not being maintained, the Construction Manager, after giving written notice, will proceed with having the cleanup performed and the applicable cost will be deducted from the contract sum of the contractor responsible.
- C. Bid Package Specific Responsibilities
1. BP-01
 - 032000 – Concrete Reinforcing – Within Scope
 - 033000 - Cast-in-place Concrete – Exterior within scope
 - Responsible for connecting all utilities to stopping point of BP-07/BP-08/BP09
 - Responsible for acquiring and coordinating installation of building water meter.
 - Protection of existing conditions located at construction site entrance.
 - Enclosure fence. Fence to be 6 feet high chain link with top and bottom rail and vision screen.
 - Temporary roads and staging area sub-base. Site contractor (BP-01) to include maintenance of temporary road and staging area including periodic grading, additional stone, mud removal,

walkway snow removal and dewatering as needed to maintain staging area and roads in useable condition for all vehicles including passenger cars and light trucks.

- Temporary sewers and related sewer drainage outside the limits of the building.

BP-02

- 032000 - Concrete Reinforcing – Within Scope
- Temporary Toilets & disposable supplies
- Temporary wash facilities and disposable supplies
- Rodent and Pest Control
- Waste removal – roll off dumpsters and interior waste containers (general waste collection and disposal)
- Temporary fire protection – extinguishers & air horns
- Site security
- Temporary signs and job site in addition to EDA sign
- Containerized bottled-water type drinking water units.
- Temporary guardrails, barriers, toe-boards, and hole protection
- Concrete washout
- All utility usage costs related to building construction except for telephones.

BP-08

- All utilities within scope requiring exterior connection must be extended outside of the building as required up to 5'-0"
- Temporary sewers and related sewer drainage within the building
- Temporary heating equipment, upon enclosure of the building.
- Temporary ventilation, upon enclosure of the building.
- Humidity control for finish work.

BP-09

- All utilities within scope requiring exterior connection must be extended outside of the building as required up to 5'-0"
- Temporary electric power service and distribution.
- Temporary lighting.
- Connections for illuminated signs, if any.
- Temporary Voice & Data installation & termination

D. INSTALLATION

1. Use qualified personnel for installation of temporary facilities. Locate facilities where they serve the project adequately and result in minimum interference with performance of construction activities. Relocate and modify facilities as required.
2. Each Contractor shall provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.
3. TEMPORARY UTILITY INSTALLATION
 - A. General: Engage the appropriate local utility company to install temporary service or connect to existing service. Where the company provides only part of the service, provide the remainder with matching, compatible materials, and equipment; comply with the company's recommendations.

- B. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
 - C. Obtain easements to bring temporary utilities to the site, where the Owner's easements cannot be used for that purpose.
 - D. Use charges for temporary facilities are the responsibility of the Owner.
4. Water Service:
- A. Provide water service and distributions piping of sizes and pressures adequate for construction until permanent water service is in use.
 - B. Sterilize temporary water piping prior to use.
 - C. Where facilities are available on the exterior of the owner's existing building, these may be used when of adequate capacity and as coordinated.
5. Temporary Electric Power Service:
- A. Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics to all areas of construction, and temporary lighting and power for use by all contractors during the construction period. Include meters, transformers, overcurrent protected disconnects switches, automatic ground-fault circuit interrupter devices, and main distribution equipment.
 - B. Tie-in may be made to Owner's existing permanent service provided that such tie-in does not interfere with the owner's use of the existing building. Provide a 400-amp circuit breaker compatible with the owner's existing equipment. The existing service switchboard is in the lower-level mechanical room. Verify field conditions prior to bidding.
 - C. Provide 400-amp 177/480 volt, three phase, 4 wire, grounded system for power distribution and lighting. Service amperage shall be adequate for the construction of the project. Provide all necessary transformation and distribution equipment if 277/480-volt system is supplying the temporary electrical service.
 - D. Provide temporary power for the staging area as required by the Contract Drawings. Include distribution and hook up to the trailers.
6. Temporary Power Distribution:
- A. Provide two gang duplex grounded convenience outlets having 3-wire grounded type GFCI receptacles within 75' of outside walls and 150' spacing in any direction within the building. Install outlets in such a manner that a 100' extension cord can reach any part of the building, including enclosed areas such as offices.
 - B. Each contractor or installer shall provide its own extension cords and its own ground-fault circuit interrupter equipment or receptacle if required for special equipment.
7. Temporary Lighting:
- A. Whenever overhead floor or roof deck has been installed, provide temporary lighting with local switching.
 - B. Install and operate temporary lighting that will fulfill security and safety protection requirements, without operating the entire system. Provide circuit switching in temporary lighting arranged to conserve energy.
 - C. Provide 120-volt lamp holder pigtail socket and guard with 150-watt A-21 lamp at a minimum of one per room or one per 300 sq. ft. of floor space. Generally, in large areas, light stringers shall be installed in row 20' apart with lights spaces 15' apart on stringer. No more than ten 150-watt A-21 lamps or eight 200-watt A-23 lamps shall be installed on

- any 20-amp circuit. Provide replacement lamps throughout construction of the project.
- D. Limit lighting installations to intensities which will accommodate normal access and workmanship requirements, recognizing that each entity performing work requiring higher intensity lighting will provide supplementary plug-in temporary lighting at localized areas where such work is in progress.
 - E. Number 12 wire may be used for temporary lighting circuits.
8. Temporary Telephones: Provide temporary telephone service for all personnel engaged in construction activities, throughout the construction period. Equip telephone with outside gong.
9. Sewers and Drainage:
- A. If sewers are available, provide temporary connections to remove effluent that can discharge lawfully. If sewers are not available or cannot be used, provide drainage ditches, dry wells, stabilization ponds and similar facilities. If neither sewers nor drainage facilities can be lawfully used for discharge of effluent, provide containers to remove and dispose of effluent off the site in a lawful manner.
 - B. Filter out excessive amounts of soil, construction debris, chemicals, oils and similar contaminants that might clog sewers or pollute waterways before discharge.
 - C. Connect temporary sewers to the municipal system as directed by the sewer department officials.
 - D. Maintain temporary sewers and drainage facilities in a clean, sanitary condition. Following heavy use, restore normal conditions promptly.
 - E. Provide all requirements and pay all fees to comply with "Rule 5" (327 IAC 15-5), Storm water run-off associated with construction activity, adopted December 29, 1992, by the State Water Pollution Control Board and administered by the Indiana Department of Environmental Management.
10. TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES INSTALLATION
- A. Locate field offices, storage sheds, sanitary facilities and other temporary construction and support facilities for easy access.
 - B. Maintain temporary construction and support facilities until near Substantial completion. Remove prior to Substantial Completion. Personnel remaining after Substantial completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.
 - C. Provide incombustible construction for offices, shops and sheds located within the construction area, or within 30' of building lines. Comply with requirements of NFPA 241.
11. Temporary Heat, Before Enclosure:
- A. Refer to D. below for definition of "enclosure".
 - B. Each Contractor or installer shall provide temporary heat as required by their construction activities.
 - C. Provide portable heating equipment in accordance with Temporary heat, after enclosure.
12. Temporary Heat, after Enclosure:
- A. Enclosure is defined as that point when construction is sufficiently complete that, with the use of temporary enclosures, heat and ventilation can be maintained for the installation of finish materials and equipment. This will be the point where the building shell back-up exterior wall construction is in place, the roof membrane is installed, and openings have been temporarily enclosed with a minimum of visqueen.
 - B. Provide temporary heat, and ventilation, (and cooling, when permanent system is

- available) required by construction activities, for curing or drying of completed installations or protection of installed construction from adverse effects of low or high temperatures or high humidity. Select safe equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce the ambient condition required and minimize consumption of energy.
- C. Except where use of the permanent system is authorized, provide vented, self-contained, LP gas or natural gas heaters with individual space thermostatic control.
- D. Use of gasoline-burning space heaters, open flame, salamander type, or blow through type heating units is prohibited.
- E. Permanent heating, ventilation and cooling systems may be used upon written request and approval by Owner, subject to the following requirements:
- F. Systems shall be completely installed as designed, including permanent wiring connections to permanent power sources. Arrange for installation for operation and maintenance systems including personnel to efficient use.
- G. Filter material shall be in place over all return air openings, outside air openings and any openings where negative pressures are present in the system. Change filters and filter material when "build-up" of filtered dust affects operations.
- H. Maintain a working temperature of not less than 50 degrees F in all parts of the building during working hours, with a minimum of 35 degrees F at all other times unless otherwise required by individual sections of following paragraphs. This includes all areas where work has been installed which might be subject to damage by freezing.
- I. For a period of 7 days prior to interior finishing (painting, varnishing, resilient tile, ceilings, etc.) and until final acceptance for occupancy by Owner, maintain minimum temperatures of 68 degrees F during working hours and 60 degrees F at all other times.
- J. Provide and maintain appropriate humidity conditions for installation of woodwork, cabinets, acoustic panels, etc.
- K. When permanent system is not available for dehumidification purposes, provide air movement, air replacement and higher air temperatures as methods to attain relative humidity requirements.
- L. Just prior to Substantial Completion, provide maintenance and repairs required to restore heating, ventilating and cooling systems to "like new" condition including:
- Cleaning of pipe, ductwork, and parts.
 - Oiling and greasing of equipment or parts that would normally require the same in a periodic maintenance program.
 - Replacement of all filters in air systems. This shall be accomplished prior to balancing of systems.
 - Replacement of significantly worn parts and parts that have been subject to unusual operating conditions.
- M. The provisions of this article shall not in any way change or modify the requirements of the General Conditions.
- N. The contractor shall pay all costs, if any, to extend manufacturer's warranty on all items of equipment used for temporary facilities.
13. Storage and Fabrication Sheds:
- A. Provide storage and fabrication sheds, sized, furnished, and equipped to accommodate materials and equipment involved, including temporary utility service. Sheds may be open shelters or fully enclosed spaces within the building or elsewhere on the site.
14. Sanitary Facilities:
- A. These facilities include temporary toilets, wash facilities and drinking water fixtures. Comply with regulations and health codes for the type, number, location, operation and

- maintenance of fixtures and facilities. Install where facilities will best serve the project's needs.
- B. Provide self-contained toilet units. Shield toilets to ensure privacy. Use of pit-type privies will not be permitted.
 - C. Provide toilet tissue paper towels, paper cups, and similar disposable materials for each facility. Provide covered waste containers for used materials.
 - D. Wash Facilities: Provide for personnel involved in handling materials that require wash-up for a healthy and sanitary condition. Dispose of drainage properly. Supply cleaning compounds appropriate for each condition. Provide safety showers, eye-wash fountains and similar facilities for convenience, safety and sanitation of personnel.
 - E. Existing Facilities: Use of Owner's facilities is prohibited.
15. Dewatering Facilities and Drains:
- A. For temporary drainage and dewatering facilities and operations not directly associated with construction activities included under individual sections, comply with dewatering requirements of applicable Division-2 Sections. Where feasible, utilize the same facilities. Maintain the site, excavations, and construction free of water.
 - B. Where heat is needed and the permanent building enclosure is not complete, provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
 - C. Install tarpaulins, etc. securely, with non-combustible wood framing and other material. Close opening of 25 square feet or less with plywood or similar material.
 - D. Close opening through floor or roof decks and horizontal surfaces with load-bearing wood-framed construction.
 - E. Where Temporary wood or plywood enclosure exceeds 100 square feet in area, use UI-labeled fire-retardant treated material for framing and main sheathing.
16. Project Identification and Temporary Signs:
- A. Provide project identification and other signs of the size indicated; install signs where indicated to inform the public and persons seeking entrance to the Project. Do not permit installation of unauthorized signs.

Bid Package - Scope of Work

A. Bid Package Scope Inclusions – Applicable as Noted

This section to be used in conjunction with the City of Bloomington TDTC – Bid Document 00 (Bid Package Specification Requirements).

Bid Package 01 – Site Clearing, Earthwork, Deep foundation system, & Site Utilities

- Division 00 – Bidding Requirements
- Division 01 – General Requirements
- Section 311000 – Site Clearing
- Section 312000 – Earth Moving – Classified
- Section 312219 – Finish Grading
- Section 312300 – Excavation and Fill
- Section 315000 – BU Construction Specifications
- Section 321216 – Asphalt Paving
- Section 321373 – Concrete Paving
- Section 321443 – Porous Unit Paving
- Section 323300 – Site Furnishings
- Section 329115 – Soil Preparation (Performance Specification)
- Section 329200 – Turf and Grasses
- Section 329300 – Plants
- Section 330010 – CBU Construction Specifications
- Section 331000 – Water Utilities
- Section 333000 – Sanitary Sewerage Utilities
- Section 334000 – Storm Drainage Utilities
- Section 334419 – Utility Stormwater Treatment

B. Provide and install **Bid Package 01 – Site Clearing, Earthwork & Site Utilities** for the City of Bloomington – Trades District Technology Center as defined by the project documents. This shall specifically include, but not be limited to:

1. The subcontractor shall furnish all labor, tools, hoisting, equipment, supplies, supervision, engineering, and all incidentals, all-inclusive of overhead and profit necessary to furnish and install complete, unless specifically stated to the contrary within this document, the Scope of Work defined within the Contract Documents as identified in the Document and Drawing Listing, codes and Authorities Having Jurisdiction (AHJ). This package shall include all elements required for a fully functional system whether expressed or implied.
2. The Contractor shall be responsible for installing and maintaining all temporary site access drives, roads and/or walkways up to the entrance of the building footprint and temporary laydown areas.
3. Provide and install a complete **Site Clearing and Earthwork** scope for the Trades District Technology Center as defined by the project documents. This shall specifically include, but not be limited to:
 - a. Street Closures, Flagging, Road Plates, permits related to the site demolition and grading work indicated in the documents.
 - b. Site Entrance, Erosion Control, SWPPP Implementation and Maintenance
 - c. Site Demo and Clearing
 - d. Rough Grading

CITY OF BLOOMINGTON – TRADE DISTRICT TECHNOLOGY CENTER

Bid Package 01 – Site Clearing, Earthwork & Site Utilities

- i. Including any mass excavation required for work associated with the Tunnel and Mechanical Courtyard
 - ii. Includes grading building pad to subgrade
 - iii. Includes grading site concrete work to subgrade
 - e. Finish Grading
 - f. Topsoil Placement and Grading
 - g. Stabilization and Seeding work as required.
4. Layout of all areas where the work applies. Control points will be provided by Others.
5. All excess excavated materials (non-hazardous) must be hauled off and disposed of lawfully at an approved dumpsite. All federal, state, and local codes and regulations are to be followed. The Subcontractor is responsible for all hauling of materials excavated by this subcontract, and any applicable fees, required to complete the work.
6. Contractor includes complete backfill of all excavations. A full environmental analysis of the current soil conditions has not been completed at this time. contractor is to assume all material is non-hazardous and can be exported per local regulations. See Unit Costs at the end of this document for requested unit costs related to disposal of material that is considered hazardous.
7. Temporary power will not be available at the time this work is to be performed. contractor shall anticipate operating off generators or other appropriate equipment for their operations. The contractor's operations shall not be dependent on any temporary construction electrical power supplied by the Owner or Contractor.
8. This contractor is responsible for all hoisting that may be required for the performance of this Scope of Work. This includes cranes, forklifts, man lifts, scaffolding, ladders, operators, traffic control, barricades, flagmen, labor and material for rigging, timber matting or steel plate as required for stability of cranes, equipment and personnel certifications/inspections, and other incidental equipment associated with material hoisting for this Scope of Work. Crane locations shall be coordinated with the Construction Manager before erection. This contractor shall be responsible for the verification of subgrade stability. Provide all equipment and load testing, including weights, required to comply with all applicable codes and safety requirements before the construction use of each crane. Include application and procurement of all necessary permits, including but not limited to highway trucking permits, road closure permits, and FAA permits (including annual renewal) as required by Federal, State, and Local codes and the Contract Documents. Provide all work associated with the installation and maintenance of all permit requirements. Any crane path must be coordinated to avoid imposing loads on adjacent foundations or below-grade components.
9. This contractor shall turn over all closeout documents, including but not limited to as-builts, etc. before final completion. If this Contractor fails to provide closeout documents before final completion, the owner reserves the right to hold retainage more than the value of the work.
10. Contractor shall provide a minimum two-year warranty. These warranties shall start on the day of SUBSTANTIAL COMPLETION and NOT the day the equipment/work was shipped, completed, started, or any other day (even if the specification states another day). Each Bid Item subcontractor shall include any extra costs in the base bid to extend the manufacturer's warranty if the manufacturer's standard warranty does not start on the date of substantial completion.
11. Obtain any necessary permits for work within BP-01 other than the overall building permit.
12. Contractor is responsible for maintaining all landscaping including continued watering until plants are established.
13. The specification sections identified on the attached *Specification Assignment Worksheet* and portions of specifications as may be inferred from the Scope of Work outlined herein are included in this scope of work.

Bid Package 02 - Scope of Work

A. Bid Package Scope Inclusions – Applicable as Noted

This section to be used in conjunction with the City of Bloomington TDTC – Bid Document 00 (Bid Package Specification Requirements).

Bid Package 02 – General Trades

- Division 00 – Bidding Requirements
- Division 01 – General Requirements
- Section 024113 – Selective Demolition
- Section 042000 – Unit Masonry
- Section 061000 – Rough Carpentry
- Section 061600 – Sheathing
- Section 062023 – Interior Finish Carpentry
- Section 064116 – Plastic-Laminate-Clad Architectural Cabinets
- Section 064400 – Ornamental Woodwork
- Section 066400 – Plastic Paneling
- Section 072100 – Thermal Insulation
- Section 072726 – Fluid-Applied Membrane Air Barriers
- Section 074213.13 – Formed Metal Wall Panels
- Section 074213.23 – Metal Composite Material Wall Panels
- Section 078413 – Penetration Firestopping
- Section 078446 – Fire-Resistive Joint Systems
- Section 079200 – Joint Sealants
- Section 079219 – Acoustical Joint Sealants
- Section 080671 – Door Hardware Schedule
- Section 081113 – Hollow Metal Doors and Frames
- Section 081416 – Flush Wood Doors
- Section 087100 – Door Hardware
- Section 088000 – Glazing (HM and Flush Wood Door Lites Only)
- Section 088300 – Mirrors
- Section 092116.23 – Gypsum Board Shaft Walls
- Section 092216 – Non-Structural Metal Framing
- Section 092900 – Gypsum Board
- Section 095113 – Acoustical Panel Ceiling
- Section 098436 – Sound-Absorbing Ceiling Units
- Section 093013 – Ceramic Tiling
- Section 096519 – Resilient Base and Accessories
- Section 096519 – Resilient Tile Flooring
- Section 096813 – Tile Carpeting
- Section 099113 – Exterior Painting
- Section 099600 – Interior Painting
- Section 099600 – High Performance Coatings
- Section 101419 – Dimensional Letter Signage
- Section 102600 – Wall and Door Protection
- Section 102800 – Toilet, Bath and Custodial Accessories
- Section 104413 – Fire Protection Cabinets

CITY OF BLOOMINGTON – TRADE DISTRICT TECHNOLOGY CENTER

Bid Package 02 –General Trades

- Section 104416 – Fire Extinguishers
- Section 122413 – Roller Window Shades
- Section 123623.13 – Plastic-Laminate-Clad Countertops
- Section 123661.16 – Solid Surfacing Countertops
- Section 123661.19 – Quartz Agglomerate Countertops
- Section 316329 – Drilled Concrete Shafts

B. Provide and install **Bid Package 02 – General Trades** - for the City of Bloomington – Trades District Technology Center as defined by the project documents. This shall specifically include, but not be limited to:

1. Contractor shall provide building permit.
2. Contractor shall be responsible for final cleaning.
3. Contractor to provide complete turn-key General Trades package.
4. Contractor shall provide all cast-in-place concrete within the building lines inclusive of grade beams, footings, pile caps, mats, pits, piers, mud sills, foundation walls, slabs-on-grade, slabs-on-metal deck, elevated slabs, beams, columns, shear walls, curbs, pads, loading dock associated concrete, concrete metal pan stairs, etc.
5. Contractor to provide all engineering and layout as required for the execution of this work.
6. Contractor shall provide its own crane, crane operator, and hoisting equipment as required to complete this scope of work. Lifting and hoisting shall be performed in strict accordance with all regulatory and Weddle guidelines. Contractor shall provide equipment operator certifications and documentation as required.
7. Contractor shall provide any soil treatment/termite protection if required.
8. Contractor to provide all excavation for footings, pile caps, sills, foundations and other work included in this bid package. Mass excavation of the site shall be provided by Bid Package 01 – Site Clearing, Earthwork & Site Utilities.
9. Contractor shall provide dewatering as necessary to complete its work.
10. Contractor shall provide all backfill of its own work inclusive of foundation walls to final subgrade elevations.
11. Contractor shall provide all granular fill, vapor barrier, and other under slab requirements as required.
12. Contractor shall provide all concrete formwork and accessories. Final cleaning of all formwork immediately prior to placement of concrete shall be accomplished.
13. Contractor shall provide all reinforcing steel, wire mesh, lenton couplers, cad-welds, drilling, epoxy, and accessories as required.
14. Contractor shall provide for the installation of all concrete inserts, embedded anchors, angles, plates, accessories, etc. as indicated or required for other bid packages (i.e. anchor bolts, dovetail slot, coil bolts, etc.). Miscellaneous steel and anchor bolts shall be provided by the appropriate Bid Package 03 – Structural Steel.
15. Contractor shall provide all concrete finishing inclusive of floating, troweling, pointing, patching, rubbing, grinding, chipping, staining, patterning, polishing, hardeners, and any other special concrete finishes as required.
16. Contractor shall provide all waterproofing and damp proofing at concrete walls, pits, and/or slabs-on-grade.
17. Contractor shall provide all foundation and under slab drainage systems, with porous granular fill, piping and geotextile fabric, vapor barriers, drainage mat, etc.
18. Contractor shall provide all rigid insulation on the fill side of foundation walls, grade beams and under slabs-on-grade as required.

CITY OF BLOOMINGTON – TRADE DISTRICT TECHNOLOGY CENTER

Bid Package 02 –General Trades

19. Contractor shall provide all caulking, sealants, and firestopping as required for this bid package scope of work.
20. Contractor shall provide all concrete grout for column base plates, elevator sills, equipment pits, expansion joints, etc.
21. Contractor shall provide all shoring and bracing as required.
22. Contractor, upon placement of slabs for the steel structure, shall provide wooden toe boards at perimeter and all openings as required. Verify existing perimeter and floor opening barricades are secure. If barricades are not secure, then replace, resecure, or provide new. If new barricades are necessary, provide intermediate posts at a minimum of 10' o.c. Provide turnbuckles for removable areas for staging materials as directed by Weddle. Include safety flagging at a minimum of 6' o.c. Install toe boards immediately upon the creation of the opening or edge condition. Maintain toe boards throughout the duration of this bid package and/or as directed by Weddle.
23. Contractor shall provide all expansion joints and covers embedded within this work.
24. Contractor shall provide all concrete saw cutting as required.
25. Contractor shall work with the BP-08 and BP-09 to provide all necessary temporary power, water, and lighting as required for construction of this work.
26. Contractor shall provide all ramps and ladders as required for general use.
27. Contractor shall provide any provision necessary for cold weather work as required. Provisions to be inclusive of hot water, temporary heat, enclosures, blankets, etc.
28. This contractor shall turn over all closeout documents, including but not limited to as-builts, etc. before final completion. If this Contractor fails to provide closeout documents before final completion, the owner reserves the right to hold retainage in excess of the value of the work. This contractor shall be responsible for maintaining as-builts throughout the project. Documents shall be kept in a central location and readily available for the Contractor to review.
29. Contractor shall provide any provision necessary for warm weather work as required.
30. Contractor shall provide protection of adjacent surfaces from concrete spillage. Should adjacent surfaces be affected, remove all splatters and spillage while restoring surfaces to original condition or replace.
31. Contractor shall provide clean up and off-site disposal of all excess concrete, formwork, reinforcing steel, and unused excavated materials resulting from this work.

Bid Package Scope of Work

A. Bid Package Scope Inclusions – Applicable as Noted

This section to be used in conjunction with the City of Bloomington TDTC – Bid Document 00 (Bid Package Specification Requirements).

Bid Package 04 – Structural Steel

- Division 00 – Bidding Requirements
- Division 01 – General Requirements
- Section 051200 – Structural Steel
- Section 053100 – Steel Roof Deck
- Section 053150 – Steel Floor Deck
- Section 055000 – Metal Fabrications
- Section 055113 – Metal Pan Stairs
- Section 055213 – Pipe and Tube Railings
- Section 057300 – Decorative Metal Railings
- Section 057313 – Glazed Decorative Railings
- Section 057500 – Decorative Formed Metal

B. Provide and install **Bid Package 03 – Structural Steel** for the City of Bloomington – Trades District Technology Center as defined by the project documents. This shall specifically include, but not be limited to:

1. Contractor to provide complete turn-key Structural Steel systems.
2. Contractor to provide all engineering and layout as required for the execution of this work.
3. Contractor shall provide its own crane, crane operator, and hoisting equipment as required to complete this scope of work. Lifting and hoisting shall be performed in strict accordance with all regulatory and Weddle guidelines. Contractor shall provide equipment operator certifications and documentation as required.
4. Contractor to provide miscellaneous steel and anchor bolts and embeds.
5. Contractor shall provide all shoring and bracing as required.
6. Contractor shall provide protection of adjacent surfaces. Should adjacent surfaces be affected, remove all splatters and spillage while restoring surfaces to original condition or replace.
7. This contractor shall turn over all closeout documents, including but not limited to as-builts, etc. before final completion. If this Contractor fails to provide closeout documents before final completion, the owner reserves the right to hold retainage in excess of the value of the work.
8. Contractor shall provide clean up and off-site disposal of all excess materials resulting from this work.

Bid Package Scope Assignment

A. Bid Package Scope Inclusions – Applicable as Noted

This section to be used in conjunction with the City of Bloomington TDTC – Bid Document 00 (Bid Package Specification Requirements).

Bid Package 04 – Roofing

- Division 00 – Bidding Requirements
- Division 01 – General Requirements
- Section 074213.13 – Formed Metal Wall Panels
- Section 074213.23 – Metal Composite Material Wall Panels
- Section 075423 – Thermoplastic Polyolefin (TPO) Roofing
- Section 076200 – Sheet Metal Flashing and Trim
- Section 077100 – Roof Specialties
- Section 077223 – Vegetative Roof System

B. Provide and install **Bid Package 04 - Roofing** for the City of Bloomington – Trades District Technology Center as defined by the project documents. This shall specifically include, but not be limited to:

1. Contractor to provide complete turn-key Thermoplastic Polyolefin (TPO), Metal and Vegetative Roof systems.
2. Contractor to provide all roof-related flashings, copings, stops, fascia, caps, trim and sheet metal.
3. Contractor to provide all insulation, tapered insulation, vapor barriers, gravel, hardboard, gypsum board, etc.
4. Contractor to provide all walkway pads.
5. Contractor to provide all scuppers, downspouts, and splash blocks.
6. Contractor to provide all roof hatches, smoke hatches, gravity vents and other roof accessories, including curbs as required.
7. Contractor to provide all expansion and covers within and adjacent to this scope of work.
8. Contractor to provide all flashing and pockets as required for other trades in contact with each roofing system.
9. Contractor to provide all cutting and patching for roof penetrations as required by others.
10. Contractor to provide all fastening, adhesion and gravel ballast as specified.
11. Contractor to provide all caulking and sealants as required for each roofing system.
12. Contractor to provide all blocking/backing as required for each roofing system.
13. Contractor to provide all protection as required to prevent damage to surrounding materials and assemblies during installation of each roofing system.
14. Contractor to provide all costs of inspection and/or observation by manufacturer's representatives, inspectors as required to establish warranty.
15. Contractor shall provide its own crane, crane operator, and hoisting equipment as required to complete this scope of work. Lifting and hoisting shall be performed in strict accordance with all regulatory and Weddle guidelines. Contractor shall provide equipment operator certifications and documentation as required.
16. Contractor to provide all safety equipment, signage, tie-off equipment, and barriers required for this scope of work.

CITY OF BLOOMINGTON – TRADE DISTRICT TECHNOLOGY CENTER

Bid Package 04 – Roofing

17. This contractor shall turn over all closeout documents, including but not limited to as-builts, etc. before final completion. If this Contractor fails to provide closeout documents before final completion, the owner reserves the right to hold retainage in excess of the value of the work.

Bid Package Scope of Work

A. Bid Package Scope Inclusions – Applicable as Noted

This section to be used in conjunction with the City of Bloomington TDTC – Bid Document 00 (Bid Package Specification Requirements).

Bid Package 05 – Curtain Wall, Storefront & Glazing Assemblies

- Division 00 – Bidding Requirements
 - Division 01 – General Requirements
 - Section 084113 – Aluminum-Framed Entrances and Storefronts
 - Section 084411 – Glazed Timber Curtain Walls
 - Section 084413 – Glazed Aluminum Curtain Wall
 - Section 088000 - Glazing
-

B. Provide and install **Bid Package 05 – Curtain Walls, Storefront & Glazing Assemblies** for the City of Bloomington – Trades District Technology Center as defined by the project documents. This shall specifically include, but not be limited to:

1. Contractor to provide a complete turn-key Curtain Wall, Storefront & Glazing Assemblies package.
2. Contractor to provide all aluminum windows, storefront, curtain wall, and exterior glass and glazing systems.
3. Contractor to provide prefabrication and panelization where required. Provide backup for field installed items.
4. Contractor to provide bracing, framing, support, and anchorage as required for structural attachment, wind-loading requirements and all governing codes and requirements. Steel and miscellaneous metals shown and sized on contract documents will be provided by Bid Package 04 – Structural Steel.
5. Contractor to provide steel tubes, channels or supports encapsulated in this work as required.
6. Contractor to provide expansion joint assemblies and covers as indicated.
7. Contractor to provide coping, flashing, counterflashing, end dams, thresholds, blind pockets, sills and other trim pieces in contact with work included in this bid package.
8. Contractor to provide caulking and sealants in contact with work included in this bid package.
9. Contractor to provide insulation in contact with or immediately adjacent to work included in this bid package.
10. Contractor to provide patching of spray fireproofing disturbed by the scope of this work.
11. Contractor to provide automatic sliding entrances and revolving entrance doors. Doors, frames, glazing, hardware, operators, anchorage, supports and coordination with access control system for work included in this bid package.
12. Contractor to provide maintenance tie-off anchors.
13. Contractor to furnish all concrete embeds required for this bid package and turnover to Bid Package 02 – Concrete contractor for installation. Provide layout shop drawings to facilitate installation. Provide cover assembly where required.
14. Contractor to provide all required hardware for work included within this bid package.
15. Contractor to provide all cleaning and label removal for all exposed surfaces furnished under this bid package.
16. Contractor to provide blocking/backing requirements and location drawings to Bid Package 05 – General Trades in accordance with Weddle schedule. Blocking and backing not submitted for this noted installation shall be the responsibility of this bid package.

CITY OF BLOOMINGTON – TRADE DISTRICT TECHNOLOGY CENTER

Bid Package 05 – Curtain Wall, Storefront & Glazing Assemblies

17. Contractor shall provide its own crane, crane operator, and hoisting equipment as required to complete this scope of work. Lifting and hoisting shall be performed in strict accordance with all regulatory and Weddle guidelines. Contractor shall provide equipment operator certifications and documentation as required.
18. Contractor to provide for a complete design of the curtain wall system inclusive of drawings and design support as required.
19. This contractor shall turn over all closeout documents, including but not limited to as-builts, etc. before final completion. If this Contractor fails to provide closeout documents before final completion, the owner reserves the right to hold retainage in excess of the value of the work.
20. Contractor to provide all mockups and field tests as required.
21. Contractor to provide layout and field engineering required.
22. Contractor to provide all warranties as required.

Bid Package Scope of Work

A. Bid Package Scope Inclusions – Applicable as Noted

This section to be used in conjunction with the City of Bloomington TDTC – Bid Document 00 (Bid Package Specification Requirements).

Bid Package 06 – Elevators

- Division 00 – Bidding Requirements
 - Division 01 – General Requirements
 - Section 142113 – Machine-Room-Less Elevators
-

B. Provide and install **Bid Package 06 – Elevators** for the City of Bloomington – Trades District Technology Center as defined by the project documents. This shall specifically include, but not be limited to:

1. Contractor shall provide all required equipment for a complete turn-key Elevator package.
2. Contractor shall provide all structural support for elevator rails where floor to floor heights exceed code and/or design limits.
3. Contractor shall provide all miscellaneous support framing to accommodate provided shaft dimensions.
4. Contractor shall provide all drilling and patching in concrete, shaft wall, and masonry walls as required for the installation of this elevator bid package scope of work.
5. Contractor shall provide all interior cab finishes.
6. Contractor shall provide all final connections to fire alarm system, emergency power system, security system and telephone system as shown or specified.
7. Contractor shall provide all telephone and security wiring from elevator cab to the elevator head end (i.e. travel cable).
8. Contractor shall be responsible for maintaining shaft safety rails initially installed by others. All elevated work conducted inside of safety rails and in shaft shall require OSHA approved tie-offs and fall protection systems for personnel.
9. Contractor shall provide all elevator pit ladders.
10. Contractor shall coordinate its work of this bid package with the Fire Alarm System and Access Control system.
11. Contractor shall inspect the elevator hoist-way prior to elevator inspection and provide acceptance in writing to Weddle.
12. Contractor shall provide delivery of elevator jambs to coincide with wall installation per Weddle construction schedule.
13. Contractor shall provide installation shop drawings as required to meet Weddle construction schedule.
14. Contractor shall provide elevator sills as required.
15. Contractor shall provide all final adjustments, inspections, and testing.
16. Contractor shall repair all shaft penetration made by this contractor inclusive of firestopping installation.
17. Contractor shall include elevator installer time for fire alarm checkout, operation for Fire Marshal, Building Official, Electrical inspector and a generator test.
18. Contractor shall include provisions for two months of temporary construction use inclusive of extended warranty, padding and protection of cab.
19. Contractor shall provide warranty commencement to start at substantial completion (as determined by Weddle) or as otherwise specified. Inspection for temporary permits to be included in this scope of work.

CITY OF BLOOMINGTON – TRADE DISTRICT TECHNOLOGY CENTER

Bid Package 06 – Elevators

20. Contractor shall provide all graphics required for elevators.
21. Contractor shall review all drawings and specifications prior to installation for any code violations and shall bring them to the immediate attention of Weddle.
22. Contractor shall provide shunt trips and sprinkler head requirements prior to installation.
23. Contractor shall, prior to scheduled final inspection, provide a complete review of all work in elevator shafts and machine rooms, and note any changes that will need to be made in order to receive final inspection.
24. Contractor shall provide for receipt, proper storage, and protection of its equipment and materials. Storage to be in waterproof containers on site provided by elevator contractor. No storage of material not to be installed within one week shall be permitted inside of the building.
25. Contractor shall provide all final cleaning and shop vacuuming of shaft and pit after all work of this trade and others is complete and shall occur just prior to final inspection.
26. Contractor shall provide all other requirements of the elevator specifications.
27. Contractor shall be responsible for all required testing and permitting of the elevator.
28. This contractor shall turn over all closeout documents, including but not limited to as-builts, etc. before final completion. If this Contractor fails to provide closeout documents before final completion, the owner reserves the right to hold retainage more than the value of the work.

ATTACHMENT 'B'

**BIDDER'S AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS;
COST RECOVERY**

STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

AFFIDAVIT

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

1. The undersigned is the Division Manager of
(job title)
E&B Paving, LLC
(company name)
2. The undersigned is duly authorized and has full authority to execute this Bidder's Affidavit.
3. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
4. By submission of this Bid and subsequent execution of a Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Bidder certifies that as successful Bidder (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Bidder acknowledges that included in the various items listed in the Schedule of Bid Prices and in the Total Amount of Bid Prices are costs for complying with I.C. 36-1-12-20. The Bidder further identifies the costs to be summarized below*:

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.	Shoring	LS	\$1500.00	1	\$1500.00
B.					
C.					
D.					
				Total	\$ 1500.00

Method of Compliance (Specify) Provide Trench box

Date: September 26, 2023

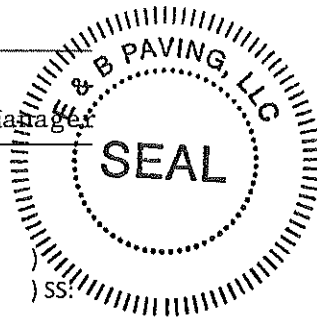
Signature

Garrett Gough
Garrett Gough, Division Manager

Printed Name

STATE OF INDIANA

COUNTY OF Monroe)



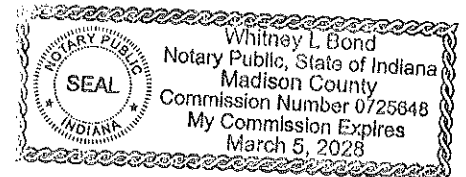
Before me, a Notary Public in and for said County and State, personally appeared Garrett Gough and acknowledged the execution of the foregoing this 26th day of September, 2023.

My Commission Expires: March 5, 2028

Whitney L. Bond
Signature of Notary Public

County of Residence: Madison Whitney L. Bond
Printed Name of Notary Public

Commission #: 0725648



*Bidders: Add extra sheet(s), if needed.

If Bidder fails to complete and execute this sworn affidavit, his/her Bid may be declared nonresponsive and rejected by the CITY OF BLOOMINGTON.

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

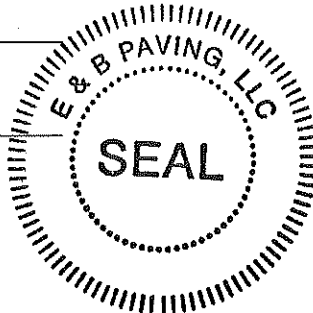
STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

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

- 1. The undersigned is the Division Manager of E&B Paving, LLC
a. (job title) (company name)
2. The company named herein that employs the undersigned:
i. has contracted with or seeking to contract with the City of Bloomington to provide services; OR
ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

Signature (Handwritten signature of Garrett Gough)

Garrett Gough
Printed Name



STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Garrett Gough and acknowledged the execution of the foregoing this 26th day of September, 2023.

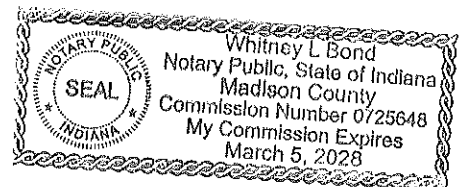
My Commission Expires: March 5, 2028

Signature of Notary Public (Handwritten signature of Whitney L. Bond)

County of Residence: Madison

Whitney L. Bond
Printed Name of Notary Public

My Commission #: 0725648



ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18


DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

AFFIDAVIT

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

1. The undersigned is the Division Manager of
(job title)
E&B Paving, LLC
(company name)
2. The undersigned is duly authorized and has full authority to execute this Affidavit.
3. The company named herein that employs the undersigned:
 - iii. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - iv. is a subcontractor on a contract to provide services to the City of Bloomington.
4. The undersigned certifies that Contractor's submitted written plan for a drug testing program to test employees of the Contractor and Subcontractor for public works projects with an estimated cost of \$150,000 is in accordance with Indiana Code 4-13-18 as amended.
5. The undersigned acknowledges that this Contract shall be subject to cancellation should Contractor fail to comply all provisions of the statute.



Signature
Garrett Gough

Printed Name



STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Garrett Gough
and acknowledged the execution of the foregoing this 26th day of September, 2023.

My Commission Expires: March 5, 2028



Signature of Notary Public

County of Residence: Madison

Whitney L. Bond

Printed Name of Notary Public

My Commission #: 0725648

