

CONTRACT DOCUMENTS AND SPECIFICATIONS
ROAD PAVING PROJECT

"ALTA WOOD & BUFFALO TRAIL SUBDIVISION - 2024"

IN

FLOYD COUNTY, INDIANA

FLOYD COUNTY BOARD OF COMMISSIONERS

AL KNABLE, PRESIDENT
JOHN J. SCHELLENBERGER, MEMBER
JASON W. SHARP, MEMBER

DON LOPP, DIRECTOR OF OPERATIONS AND COUNTY PLANNER

RICHARD R. FOX, COUNTY ATTORNEY

MAY 21, 2024

ALTAWOOD & BUFFALO TRAIL SUBDIVISION 2024
Floyd County, Indiana

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NOTICE TO BIDDERS

Notice is hereby given that the Board of Commissioners of Floyd County, Indiana; hereinafter referred to as the *OWNER*, will receive sealed bids for the following road paving project “Altawood & Buffalo Trail Subdivisions - 2024”.

This project includes wedge and level, surface milling (road, street approach, and driveways), apply tack coat, and HMA paving on the following roadways:

Altawood Subdivision:

Hill Top Road – From Paoli Pike to the end at the Cul-de-Sac, Length 0.483 miles

Hill Street – From Old Road entrance to Hill Top Road North, Length 0.402 miles

Orchard Lane – From Hill Top Road to Old Road entrance, Length: 0.168 miles

Buffalo Trail Subdivision – From Paoli Pike to the end at the cul-de-Sac, Length 0.281 miles

Proposals may be forwarded individually by registered mail or delivered in person, addressed to the Board of Commissioners, 2524 Corydon Pike, Suite 204, New Albany, IN 47150 prior to 6:00 p.m., May 21, 2024. Bids received after the 6:00 p.m. deadline will not be considered but will be returned to the bidder unopened. All proposals will be considered by the *OWNER* at a public meeting held at the Commissioners Assembly Room, and opened and read aloud at 6:00 p.m. local time, May 21, 2024.

The work to be performed and the proposals to be submitted shall include a bid for all general construction, labor, material, tools, equipment, taxes, permits, licenses, insurance, service costs, etc. incidental to and required for this project. All materials furnished and labor performed incidental to and required by the proper and satisfactory execution of the contracts to be made, shall be furnished and performed in accordance with requirements of standard practices.

Each bid proposal must be enclosed in a sealed envelope that contains the Contractor's Bid Form, Contractor's Bid for Public Work - Form 96, as prescribed by the Indiana State Board of Accounts. An executed State Board of Accounts Form 96 or similar document.

The bidder must file with their sealed bid proposal, a certified check or bid bond payable to Floyd County Board of Commissioners in the amount of five percent (5%) of the total bid. The above check or bond is to insure the execution of the contract on which such bids are made.

The Contractor to whom the work is awarded will be required to furnish, before commencing work, a performance, maintenance and payment bond to extend for a period of one year after final acceptance in an amount equal to the bid price of the contract awarded to said contractor, and certificates of all insurance required by the Contract Documents.

Proposals may be held by the Board of Commissioners for a period not to exceed ninety (90) days from the opening date.

No Contractor may withdraw their proposal within ninety (90) days after the opening date.

The Board of Floyd County Commissioners reserves the right to reject any or all proposals, to waive technicalities or irregularities therein, to delete any item or items and to award a contract on the proposal that in their judgement is the most advantageous to the County.

BOARD OF COMMISSIONERS

FLOYD COUNTY, INDIANA

Al Knable, President

John Schellenberger, Member

Jason Sharp, Member

PROPOSAL

To the Board of County Commissioners of Floyd County, of the State of Indiana; hereinafter referred to as *OWNER* of:

ROAD PAVING PROJECT – ALTAWOOD & BUFFALO TRAIL SUBDIVISION 2024

Pursuant to the legal notice that sealed proposals for the above project would be received by the Board of County Commissioners of Floyd County,

The undersigned hereby tenders this bid to construct the work in accordance with the specifications, and all authorized revisions for this contract which are on file in the office of the Floyd County Highway Department; and to furnish all necessary machinery, equipment, tools, labor and other means of construction and to furnish all material specified in the manner and at the time prescribed and under the supervision and direction of the *OWNER* or his duly authorized representative and pursuant to the terms of the *Performance Bond* and the *Payment Bond* in the amounts of not less than *One Hundred Percent* of the amount of the Proposal, given on the Attached Itemized Proposal dated _____, 2024.

Together with this PROPOSAL, the undersigned has:

- A. Filed an Itemized Proposal with a total milling, tonnage and cost for each road listed, together with a total amount for all items to this contract;
- B. Executed the Form No. 96 filed herewith;
- C. Filed a properly executed Bid Bond or certified check made payable to the Floyd County Commissioners herewith in an amount greater than or equal to five percent of the amount of this proposal;
- D. Executed the Non-Collusion affidavit filed herewith
- E. Filed a current Financial Statement herewith;
- F. Filed an Acknowledgment of Receipt of Addendum
- G. Agreement (executed)
- H. Contractor's Bid Proposal (to be placed in front of bid package)

If awarded the contract, the undersigned promises to prosecute the work so as to complete the contract within the time specified in the Special Provisions.

Witness our hands this _____ day of _____, 2024.

Firm Name _____

Address _____

By: _____
(Signature)

Name: _____
(Printed)

Title: _____
(Printed)

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

The CONTRACTOR acknowledges receipt of the following addenda, which are hereby made a part of this Construction Contract, as fully and effectually as if copied and set out herein in full length:

ADDENDUM No.	SIGNATURE	DATE

Firm Name: _____

Address: _____

By: _____
(Signature)

Name: _____
(Printed)

Title: _____
(Printed)

FLOYD COUNTY PAVING PROJECT

"ALTAWOOD & BUFFALO TRAIL SUBDIVISION - 2024"

CONTRACTOR'S BID PROPOSAL

\$ _____

Date: MAY 21, 2024

Cost Estimate to Resurface Altawood Subdivision					
Miles	1.05		Feet	5564.2	
Width	19.8				
Item #	Pay Item Description	Quantity	Unit	Unit Price	Pay Item Cost
Resurfacing					
1	Milling, Scarification	11,863.2	sys		\$ -
2	Milling, Transition	198.3	sys		\$ -
3	Milling, Public Approaches	86.7	sys		\$ -
4	Milling, Driveway Approaches	433.3	sys		\$ -
Asphalt					
5	HMA Surface, Type B (140 #/sys)	1,011.4	Tons		\$ -
6	HMA for Public Approaches, Type (140 #/sys)	7.2	Tons		\$ -
7	HMA for Wedge & Level, Type B (variable depth)	303.4	Tons		\$ -
8	Asphalt for Tack Coat	4.2	Tons		\$ -
Other					
9	Mobilization & Demobilization	1.0	LS		\$ -
Project Total			Total Paving Cost = \$ -		

NOTE: Road paved area and road length are estimated from GIS Map.

Estimated Road Paved Area: 110,360.34 sf
 Estimated Road Length: 5,564.20 ft
 Estimated Road Width (avg): 19.83

Estimate of quantities are based on existing road paved area and length times the thickness of HMA asphalt. For this road thickness is 1 1/2 inches.

Cost Estimate to Resurface Buffalo Trail Subdivision					
Miles	0.28		Feet	1484.6	
Width	20.5				
Item #	Pay Item Description	Quantity	Unit	Unit Price	Pay Item Cost
Resurfacing					
1	Milling, Scarification	2,974.5	sys		\$ -
2	Milling, Transition	-	sys		\$ -
3	Milling, Public Approaches	86.7	sys		\$ -
4	Milling, Driveway Approaches	173.3	sys		\$ -
Asphalt					
5	HMA Surface, Type B (140 #/sys)	279.3	Tons		\$ -
6	HMA for Public Approaches, Type (140 #/sys)	7.2	Tons		\$ -
7	HMA for Wedge & Level, Type B (variable depth)	83.8	Tons		\$ -
8	Asphalt for Tack Coat	1.2	Tons		\$ -
Other					
9	Mobilization & Demobilization	1.0	LS		\$ -
Project Total			Total Paving Cost = \$ -		

NOTE: Road paved area and road length are estimated from GIS Map.

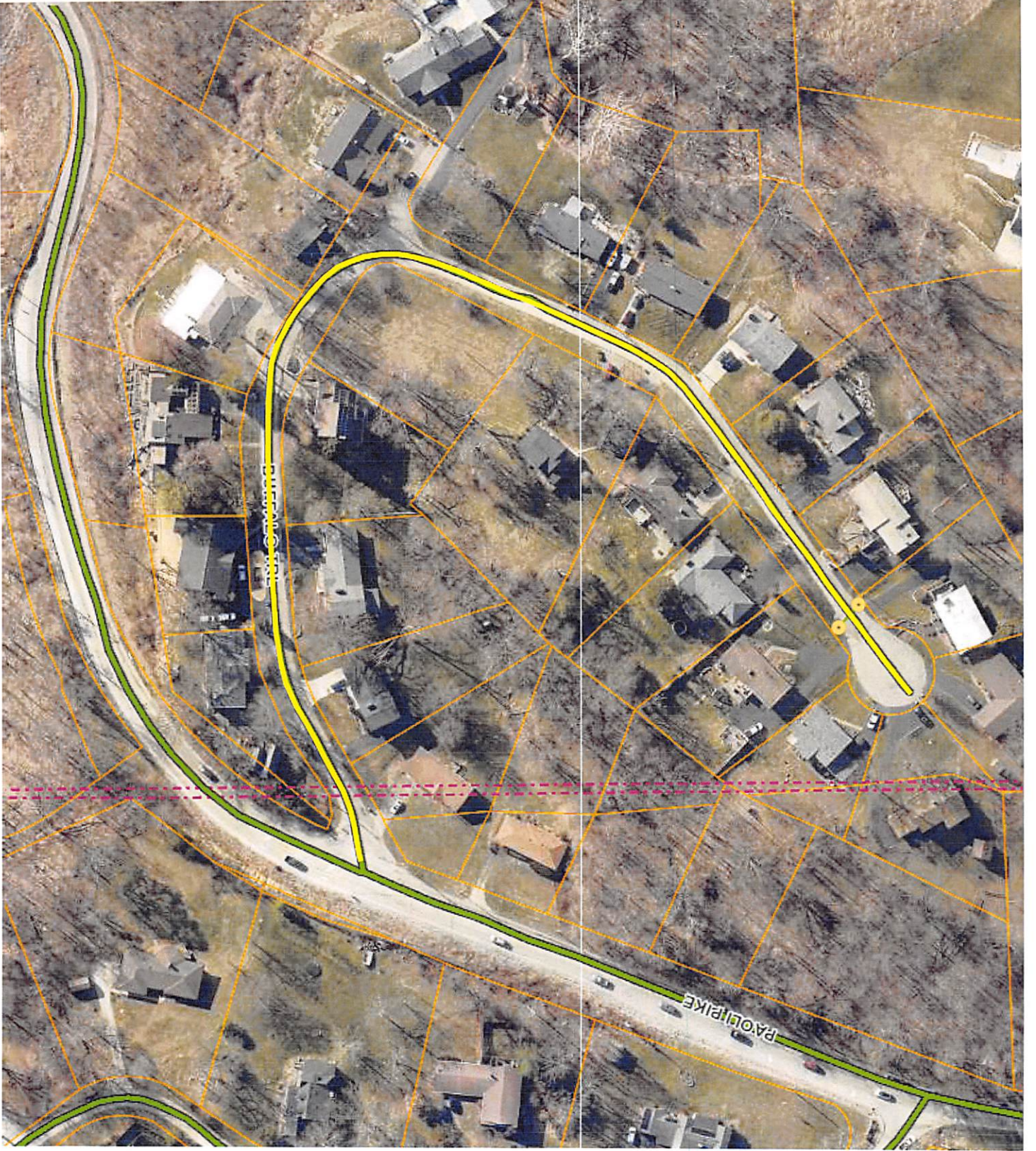
Estimated Road Paved Area: 30,463.99 sf
 Estimated Road Length: 1,484.60 ft
 Estimated Road Width (avg): 20.52

Estimate of quantities are based on existing road paved area and length times the thickness of HMA asphalt. For this road thickness is 1 1/2 inches.

ALTAWOOD SUBDIVISION



APRIL 17, 2024



BUFFALO TRAIL SUBDIVISION

AGREEMENT

THIS AGREEMENT, made and entered into by and between Floyd County, Indiana, by its Board of County Commissioners, as party of the first part, hereinafter called the Owner, and

As party of the second part, hereinafter called the CONTRACTOR.

WITNESSETH: That for and in consideration of the mutual covenants herewith enumerated, the Owner does hereby hire and employ the CONTRACTOR to furnish all materials, equipment, and labor necessary and to fully construct the work designated as follows:

ROAD PAVING PROJECT – ALTAWOOD & BUFFALO TRAIL SUBDIVISION - 2024

according to the specification on file in the office of the Floyd County Engineer and any supplemental or special provisions set or referred to in the CONTRACTOR's attached bid, and hereby agrees to pay the CONTRACTOR for the actual amount of such work done and materials in place, as presented within the itemized signed proposal and as measured by the Owner or their duly authorized representative. The attached itemized proposal dated _____, 2024, which sums the CONTRACTOR agree to accept \$ _____, (_____ Dollars) in full payment for such work, and

IT IS FURTHER MUTUALLY AGREED:

That the accompanying Proposal and Bond of the CONTRACTOR, together with the specification, herein designated and referred to, are hereby made a part of the contract, the same as if herein fully set forth:

That the contract amounts may be paid to the CONTRACTOR upon progress estimated of completed work prepared by the Owner, but progress payments shall not exceed ninety percent (90%) of any such estimates less than the total amount of properly prepared and certified statements of indebtedness which shall have been filed against the CONTRACTOR for labor performed and materials furnished, or other services rendered in the carrying forward, performing and completing of this contract, and which estimate shall also be subject to the provisions of the standard specifications on file in the offices of the said County Auditor and made a part thereof;

That before any final estimate is paid to the CONTRACTOR, he shall furnish receipts for all debts incurred in the prosecution of such work or satisfactory evidence and assurance that the same have been paid; or shall consent to the withholding by the Owner from this final estimate of sums sufficient to cover any such indebtedness, which sums may be held until such indebtedness, is settled; and that no monies due on this final estimate shall be paid pending the work is fully completed and accepted as provided in the specifications.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this _____ day of _____, 2024.

Signature

Title

Firm Name

APPROVED this _____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS FLOYD
COUNTY, INDIANA

Al Knable, President

John Schellenberger, Member

Jason W. Sharp, Member



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)
Prescribed by State Board of Accounts

PART I

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

Date (month, day, year): _____

- 1. Governmental Unit (Owner): _____
- 2. County : _____
- 3. Bidder (Firm): _____
Address: _____
City/State/ZIPcode: _____
- 4. Telephone Number: _____
- 5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of _____
(Governmental Unit) in accordance with plans and specifications prepared by _____
_____ and dated _____ for the sum of
_____ \$ _____

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

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

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

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

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

ACCEPTANCE

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

Contracting Authority Members:

PART II

(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: _____

Bidder (Firm) _____

Date (month, day, year): _____

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

SECTION I EXPERIENCE QUESTIONNAIRE

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

Contract Amount	Class of Work	Completion Date	Name and Address of Owner

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

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner

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

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

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

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

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

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

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

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

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

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

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at _____ this _____ day of _____,

(Name of Organization)

By _____

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) ss

Before me, a Notary Public, personally appeared the above-named _____ and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this _____ day of _____.

Notary Public

My Commission Expires: _____

County of Residence: _____

BID OF

(Contractor)

(Address)

**FOR
PUBLIC WORKS PROJECTS
OF**

Filed _____

Action taken _____

FLOYD COUNTY HIGHWAY DEPARTMENT

CHANGE ORDER #

Project No. _____

Contract No. _____

Project Description:

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended. (Give location, description and reason)

ITEM NO.	DESCRIPTION OF ITEM	UNIT PRICE	INCREASE		DECREASE		% CHANGE	
			QUANTITY	AMOUNT	QUANTITY	AMOUNT	THIS C.O.	TO DATE
PLACE "EW" FOR EXTRA WORK ITEMS		TOTALS						
PLACE "FA" FOR FORCE ACCOUNT ITEMS		NET	INCREASED DECREASED	ESTIMATED COST \$				

This contract has been extended / reduced (circle one) by _____ work / calendar (circle one) days or the completion date has been moved to _____ to accommodate the changes made in this change order. It is the intent of the parties that this change order is full and complete compensation for the work described above. Notification and consent to this change in plans is hereby acknowledged.

Contractor: _____

By: _____ Date: _____
Title: _____

Submitted for Consideration	
P.E.	Const. Engr.
County Engr.	Dir. High.

Approved for Floyd County Highway Department

(Signature)

(Title)

(Date)

GENERAL PROVISIONS

GP1. CONTRACT DOCUMENTS

The Indiana Department of Transportation, Standard Specifications dated 2018 shall be used in conjunction with these Contract Forms, General Provisions, Special Provisions, and Technical Specifications, Standard Sheets and any addenda which may be issued for this project.

It is the intent of these Contract Documents to describe a functionally complete project to be constructed in accordance therewith. Any work, materials or equipment that may reasonably be inferred will be supplied whether or not specifically called for.

Wherever reference is made to the Indiana Department of Transportation, Director, or Chief Highway Engineer, it shall be interpreted as the Board of County Commissioners of Floyd County, Indiana.

GP2. OWNER

The Board of County Commissioners of Floyd County, Indiana

GP3. ENGINEER

The Floyd County Highway Engineer or its authorized representative

GP4. CONTRACTOR

The Firm or Corporation with whom the OWNER has entered into the Construction Contract.

GP5. EXAMINATION OF THE PROJECT SITE

Before the bid date, all bidders shall carefully and thoroughly examine the entire site of the proposed work and adjacent premises and the various means of approach and access thereto by means of a site inspection visit, and make all necessary investigations to inform themselves thoroughly as to the facilities necessary for delivering, placing, and operating the necessary construction equipment, and for delivering and handling materials at the site(s), and shall inform themselves thoroughly as to any and all actual or potential difficulties, hindrances, delays, and constraints involved in the commencement, prosecution and completion of the proposed work in accordance with the requirements of this contract. The CONTRACTOR, by the execution of the Contract, shall in no way be relieved of any obligation under it, due to his failure to receive or examine any form or legal instrument, or to visit the site(s) and acquaint himself with the conditions there existing. The CONTRACTOR, by the execution of the Contract is agree to complete the paving project in accordance to the quantities stated in the Itemized Bid Proposal. The OWNER will be justified in rejecting any claim based on facts which he should have noticed as a result thereof.

GP6. CONTRACT QUESTIONS

Submit all questions by calling to the county engineer at 812-948-5441 or e-mail to hurieta@floydcounty.in.gov prior to 4:00 p.m. local time, May 21, 2024.

GP7. PUBLIC OPENING OF BIDS

Bids will be opened publicly and read aloud at 6:00 p.m. local time, May 21, 2024, at the Floyd County Commissioner's Meeting room. Bidders, or their authorized agents, are invited to be present. Any Bids received after 6:00 p.m. local time, May 21, 2024, will be returned to the bidder unopened.

GP8. AWARD OF CONTRACT

The OWNER reserves the right to reject any or all bids or to waive any informalities and to accept the bid which it deems most favorable to the interest of the OWNER after all bids have been examined and scrutinized.

GP9. NOTICE TO PROCEED

The CONTRACTOR shall begin to perform the work on the date designated in the written Notice to Proceed.

GP10. PRECONSTRUCTION CONFERENCE

Before the CONTRACTOR is issued a Notice to Proceed, a conference attended by the OWNER, ENGINEER, CONTRACTOR and others as appropriate will be held. The purpose of this conference will be to discuss procedures for making submittals, processing applications for payment, and to establish other procedures and understandings bearing upon coordination and performance of the work.

GP11. PROGRESS SCHEDULE

Within ten days after the date of the Notice to Proceed, the CONTRACTOR shall submit to the ENGINEER for review a proposed schedule indicating the starting and completion dates of the various stages of the work to be performed under this contract. The ENGINEER shall review the proposed schedule to determine conformity with the contract and will make recommendations to the OWNER concerning approval thereof; however, the review, approval or other action taken by the ENGINEER or OWNER in respect of such schedules shall not relieve the CONTRACTOR of its obligations to perform the work within the contract schedule.

GP12. SUPERVISION

The CONTRACTOR shall supervise and direct the work completely and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.

GP13. RESIDENT SUPERINTENDENT

The CONTRACTOR shall keep on the work site at all times during its progress, a competent resident superintendent, who shall not be replaced without written notice to the ENGINEER except under extraordinary circumstances. The superintendent will be the CONTRACTOR'S representative at the site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the superintendent shall be as binding as if given to the CONTRACTOR.

GP14. PROJECT STAFFING

The CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the Contract Documents. The CONTRACTOR shall at all times maintain good discipline and order at the site(s).

GP15. NOTIFICATION OF WORK SCHEDULE

The CONTRACTOR shall provide a listing of the next work day's work activities by 12:00 p.m. of that day's work for the ENGINEER'S scheduling and inspection. All work scheduled for Monday shall be provided on Friday of the preceding week. Failure to provide such notice within the specified time may result in non-acceptance for any material placed that day.

GP16. PROJECT RESPONSIBILITY

Unless otherwise specified in the Contract Documents, the CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, and sanitary facilities and all other facilities and incidentals necessary for the furnishing, performance, start-up, and completion of the work.

GP17. STANDARDS OF QUALITY

All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for in the Contract Documents shall expressly run for the benefit of the OWNER. If requested by the ENGINEER, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

GP18. WARRANTY OF WORK

The CONTRACTOR warrants and guarantees to the OWNER that all work will be performed, supplied, furnished and installed, and that the work will perform in strict accordance with the Contract Documents and will not be defective. Notice of all work determined or suspected to be defective or not in conformity with the Contract Documents shall be given to the CONTRACTOR within reasonable time after observance thereof.

GP19. INSPECTION OF WORK

The ENGINEER and his representatives shall at all times have access to the work wherever it is in preparation or progress and the CONTRACTOR shall provide proper facilities for such access and for inspection.

If the specifications, the ENGINEER's instructions, laws, ordinances or any public authority require any work to be specially tested or approved, the CONTRACTOR shall give the ENGINEER timely notice of its readiness for inspection and, if the inspection is by an authority other than the ENGINEER, the date fixed for such inspection. If any work should be covered up without the approval or consent of the ENGINEER, it must, if required by the ENGINEER, be uncovered for examination at the CONTRACTOR'S expense.

Re-examination of questioned work may be ordered by the ENGINEER and if so ordered the work must be uncovered by the CONTRACTOR. If such work is found to be in accordance with the Contract Documents, the OWNER shall pay the cost of the re-examination and replacement. If such work is not found to be in accordance with the Contract Documents, the CONTRACTOR shall pay the cost.

GP20. CHANGES IN THE WORK

The OWNER, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract Sum shall be adjusted accordingly. All such work shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

In giving instructions, the ENGINEER shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order from the OWNER signed or countersigned by the ENGINEER, or a written order from the ENGINEER stating that the OWNER has authorized the extra work or change, and no claim for an addition to the contract sum shall be valid unless so ordered. If during placement of the HMA, the CONTRACTOR estimate the total amount is insufficient to complete the project, he/she shall inform the OWNER immediately of such situation to find a correction. The OWNER shall not accept any change order in excess of 3% over the original bid estimate. The value of any such extra work or change shall be determined in one or more of the following ways:

- (a) By estimate and acceptance in a lump sum
- (b) By unit prices named in the contract or subsequently agreed upon
- (c) By cost and percentage or by cost and a fixed fee

If none of the above methods is agreed upon, the CONTRACTOR, provided he receives an order as above, shall proceed with the work. In such case and also under case (c), he shall keep and present in such form as the Engineer may direct, a correct account of the cost, together with vouchers. In any case, the Engineer shall certify to the amount including reasonable allowance for overhead and profit, due to the CONTRACTOR. Pending final determination of value, payments on account of changes shall be made on the Engineer's certificate.

Should conditions encountered below the surface of the ground be at variance with the conditions indicated by the drawings and specifications, the contract sum shall be equitably adjusted upon claim by either party made within a reasonable time after the first observance of the conditions.

GP21. DELETION OF WORK

The OWNER has the right to delete any items that are a part of this contract.

GP22. DELAY AND EXTENSION OF TIME

If the CONTRACTOR should be delayed at any time in the progress of the work by any act or neglect of the OWNER or the ENGINEER, or of any employee of either, or by any separate CONTRACTOR employed by the OWNER, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the CONTRACTOR's control, or by delay authorized by the ENGINEER pending arbitration, or by any cause which the ENGINEER shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the ENGINEER may decide.

No such extension shall be made for delay occurring more than seven days before claim therefore is made in writing to the Engineer. In the case of continuing cause of delay, only one claim is necessary.

GP23. HOLIDAYS THAT WORK IS NOT PERMITTED

The CONTRACTOR may not perform work on this project on the following days:

Sundays

New Year's Eve and New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day and the day after Thanksgiving

Christmas Eve and Christmas Day

GP24. PERMITS

Unless otherwise provided elsewhere in the Contract Documents, the CONTRACTOR shall obtain and pay for all construction permits and licenses.

GP25. UTILITIES

The CONTRACTOR shall be responsible for contacting and coordinating with all utilities affected by this project. The utilities shall be contacted prior to the pre-construction meeting, and informed of the date and location of this meeting. Contract working days will be charged unless the CONTRACTOR can show written evidence that he is making every possible effort on his part to get the utility work completed.

GP26. NON-DISCRIMINATION

In compliance with the Acts of Indiana General Assembly, 1933, Chapter 270, the CONTRACTOR hereby agrees:

That with respect to hire, tenure, terms, conditions, or privileges of employment of employees for the performance of work under this Contract or any Subcontract hereunder, no CONTRACTOR, Subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor shall, by reason of race, color, religion, sex, national origin, or ancestry discriminate against any citizen qualified to do work to which the employment relates;

That no CONTRACTOR, Subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance or work under this Contract on account of race, color, religion, sex, national origin, or ancestry;

That this Contract may be canceled or terminated by the OWNER, and all money due or to become due hereunder may be forfeited for a violation of the terms or conditions of this section of the Contract.

GP27. INSURANCE

CONTRACTOR'S Liability Insurance

The CONTRACTOR shall maintain such insurance as well as protect himself from claims under Workmen's Compensation Acts and other employee benefit acts; from claims for damages because of bodily injury, including death, to his employees and all others; and from claims for damages to property, any or all of which may arise out of or result from the CONTRACTOR'S operation under the contract, whether such operation be by himself or by any subcontractor, or anyone directly or indirectly employed by either of them. This insurance shall be written for not less than any limits of liability specified herein.

CONTRACTOR'S Insurance

The types and minimum amount of insurance to be provided for by the CONTRACTOR shall be as follows:

A. Workmen's Compensation and Occupational Disease Insurance

The CONTRACTOR shall provide Workmen's Compensation and Occupational Disease Insurance as required by law. Such policy shall specifically include coverage for the State of Indiana, and such adjoining states as required by the CONTRACTOR'S operations.

B. Employer's Liability Insurance

The CONTRACTOR shall provide Employer's Liability with minimum limits as follows:
\$100,000 bodily injury by accident, each accident;
\$100,000 bodily injury by disease, each employee;
\$100,000 bodily injury by disease, policy limit.

C. Comprehensive General Liability Insurance

The CONTRACTOR shall maintain a Comprehensive General Liability form of Insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence, \$2,000,000 annual aggregate. The insurance policy shall include the following:

1. Premises Operations: The policy shall include coverage for the following special hazards when applicable to the project.
 - a) Property damage arising out of blasting or explosion.
 - b) Property damage arising out of collapse of or structural injury to any building or structure due to grading of land, excavation, burrowing, filling, backfilling, tunneling, pile driving, cofferdam work or caisson work or moving, shoring, underpinning, raising or demolition of any building or structure or rebuilding of any structural support thereof.
 - c) Injury to or destruction of wires, conduits, pipes, mains, sewers and other similar property of any apparatus in connection therewith below the surface of ground, if caused by the use of mechanical equipment.

2. Contractual (Broad Form Indemnification): The CONTRACTOR agrees to indemnify

and save harmless the OWNER, his agents and employees, from and against all loss or expense (including costs and attorneys' fees) by reason of liability imposed by law upon the OWNER for damages because of bodily injury, including death, at any time resulting there from sustained by any person or persons or on account of damage to property is due or claimed to be due to negligence of the CONTRACTOR, his subcontractors, employees or agents.

3. CONTRACTOR'S Protective: The CONTRACTOR shall maintain this type of coverage on a "Blanket" basis to cover the operations of any subcontractors.

D. Automotive Liability Insurance

The CONTRACTOR shall maintain Comprehensive Automobile Liability Insurance policy with a combined single limit of not less than \$500,000. This coverage may be provided either as a separate policy or as part of the comprehensive liability policy described above. The automobile insurance must include coverage for all owned, non-owned, and hired vehicles.

E. Furnish Indiana State Forms for Worker's Compensation and Occupational Diseases.

F. Umbrella Insurance

The CONTRACTOR shall maintain an umbrella policy with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate in addition to their primary insurance.

GP28. ADDITIONAL INSURED

CONTRACTOR shall submit a "Certificate of Insurance" indicating the above necessary coverage as well as naming OWNER, its employees and representatives and ENGINEER as "Additional Insured" on all policies except Worker's Compensation.

GP29. PROOF OF INSURANCE

CONTRACTOR shall not commence work until he has obtained all insurance specified herein, has filed with the OWNER one (1) copy of Certificate of Insurance, and such insurance has been approved by the OWNER.

Should any coverage approach expiration during the Contract period, it shall be renewed prior to its expiration, and certificate again filed with the OWNER. If any of such policies are canceled or are changed so as to reduce the coverage evidenced by the Certificate, at least ten days prior written notice by registered mail of such cancellation or change shall be sent to the OWNER.

All insurance provided for under this Section shall be written by Insurance Companies licensed to do business in Indiana and countersigned by registered Indiana agent. The insurance company shall file with the OWNER, one (1) copy of Affirmation of Authority, on the form furnished by the OWNER, as verification of the resident agent.

All insurance shall be maintained in full force and effect until the Contract has been fully and completely performed.

GP30. PARTIAL PAYMENTS

Partial payments will be made once each month as the work progresses. Said payments will be based upon estimates prepared by the CONTRACTOR using a County Claim Voucher and approved by

the ENGINEER for the value of the work performed and materials complete in place in accordance with the contract and specification. No partial payment will be made when the amount due the CONTRACTOR since the last estimate amounts to less than Five Hundred Dollars. From the total of the amount determined to be payable on a partial payment, ten percent of such total amount will be deducted and retained by the County until the final completion and acceptance of the work.

GP31. FINAL PAYMENT

When the contract work has been completed in an acceptable manner in accordance with the terms of the contract, the CONTRACTOR will prepare a final estimate for the work and will furnish the ENGINEER with a copy thereof. Before final payment of the contract, the CONTRACTOR shall furnish the provided Affidavit and Waiver of Lien from all subcontractors, material suppliers and equipment suppliers used in the prosecution the work. Final payment will not be made until a final inspection has been made, the work has been accepted by the County and has met the requirements of Section 109.08 of the Indiana Department of Transportation Standard Specifications. The ENGINEER, acting for the Board of County Commissioners, will then certify to the County Auditor the balance due the CONTRACTOR, and said certificate will be deemed an acceptance of the completed contract by the OWNER.

SPECIAL PROVISIONS

SP1. CONTRACT TIME

The schedule for the completion of the work included in this contract including incidentals and clean-up, shall be governed on a *Calendar Day Basis*.

The number of Calendar Days allowed for completion of this Contract shall be **(30) Calendar Days after issuance of Notice to Proceed**.

The **CONTRACTOR** shall limit the time that the road is closed to traffic to a maximum of **(12) hours** without written approval of an extension to this time from the **OWNER**.

SP2. UTILITY INFORMATION

All applicable sections of 105.06 and 107.18 shall apply except as amended elsewhere within the contract documents and as follows:

Coordination with any applicable utility is the sole responsibility of the **CONTRACTOR**. The following is provided for information purposes only. The **CONTRACTOR** shall be responsible to contact the following personnel or company to coordinate his work prior to the commencement of any construction activities.

SP3. SUMMARY OF WORK

This project includes milling (scarification, transition, public approaches, and driveways approaches), placing application of asphalt for tack coat, placement of HMA for wedge and level course (variable depth), road transition, public approaches and driveways, placing HMA pavement over the road project, cleaning/paving to the edge of road, and all other necessary items as mentioned in these specifications for a complete project.

SP4. DISPOSAL OF EXCESS MATERIAL

All excess material not to be salvaged (waste) shall be removed from the project site. Whether a private or public waste site is utilized, such disposal shall comply with all Federal, State and local ordinances and permit requirements. A copy of all permits obtained or applied for shall be submitted to the **ENGINEER** prior to the commencement of any construction activities.

The **CONTRACTOR** shall submit, in writing, the location of the proposed dump-site, for review, prior to the commencement of construction.

No direct payment will be made for this work, but the cost thereof shall be included in the cost of the other items of the contract.

SP5. OPEN BURNING OF NATURAL GROWTH

Open burning of natural growth will NOT be permitted on this contract.

SP6. TREE AND LAWN PROTECTION

The *CONTRACTOR* shall use reasonable care for the protection of trees, shrubbery, and lawn areas beyond the permanent right-of-way.

The cost of the protection or trimming and proper restoration of disturbed areas shall not be paid for directly but shall be included in the cost of Mobilization and Demobilization.

SP7. PRIOR TO CLOSING ROAD TO TRAFFIC

Prior to closing the road to traffic, the *CONTRACTOR* shall notify US Post Office, rural fire departments and affected schools, the Floyd County Highway Department, local police agencies and Floyd County Sheriff's Department, copy to *ENGINEER*.

SP8. AFTER OPENING THE ROAD TO TRAFFIC

After opening the road to traffic, the *CONTRACTOR* shall notify US Post Office, rural fire departments and affected schools, the Floyd County Highway Department, local police agencies and Floyd County Sheriff's Department, copy to *ENGINEER*.

SP9. DECREASED OR INCREASED QUANTITIES OF WORK

These Special Provisions shall not be considered as a waiver of, nor shall they invalidate the right of the *ENGINEER* to increase or decrease quantities of work.

SP10. TESTING OF MATERIALS

The *CONTRACTOR* shall perform all testing and sampling of material as hereinafter specified in this special provision and the attached supplemental specification from the Floyd County Highway Department. The *CONTRACTOR* shall furnish certified tests for the following materials, which are to be made by an independent laboratory approved by the *ENGINEER*. The cost of providing samples and testing will not be paid for directly, but shall be included in the cost of other items.

BITUMINOUS MATERIAL: The *CONTRACTOR* shall provide proof that all bituminous material used shall be of State tested material and on immediate usage basis.

SP11. PROTECTION OF FIELD TILE

Field tile encountered and affected by the scope of work specified within the contract documents, whether it appears in use or abandoned, shall be given a positive outlet. Any tile damaged by the *CONTRACTOR'S* operations shall be replaced by the *CONTRACTOR* at his own expense. However, if no course of action can be taken to provide a positive outlet, then the *OWNER* will pay to relocate the field tile if necessary.

SP12. SEEDING OUTSIDE CONSTRUCTION LIMITS

Areas which have been disturbed by construction and are outside the construction limits shall be seeded with Seed Mixture R. No additional payment will be made for seeding outside construction limits.

SP13. LIQUIDATED DAMAGES

The *CONTRACTOR* shall pay five hundred dollars (\$500.00) for each calendar day after the permitted (30) days for failure to complete the work in accordance with this contract. If the *CONTRACTOR* exceeds the allotted time period the assessed damages will be cumulative.

SP14. TRAFFIC MAINTENANCE

The *CONTRACTOR* shall provide an access to all local homeowners at all times. If access is temporarily denied due to a construction activity, the *CONTRACTOR* shall coordinate the activity with the affected property owner.

SP15. REVETMENT RIPRAP

It is not required for this project.

SP16. SURVEY BENCHMARK

It is not required for this project.

SP17. REMOVAL OF EXISTING STRUCTURE

It is not required for this project.

SP18. AS-BUILT PLANS

It is not required for this project.

SP19. EXISTING CONDITIONS OF UTILITIES, ADDITIONAL RIGHT-OF-WAY, AND ENCROACHMENTS

Utilities:

The status of the utility company and organization are not potentially involved with the work to be performed.

Right-of-Way:

There will not be additional Right-of-Way required.

Encroachments:

There is no involvement of encroachments for the contract.

SP20. PERMITS

The contractor shall procure all permits and licenses required due to construction methods in accordance with 107.02. A copy of each permit application and approval will be provided to the *ENGINEER* prior to issuance of notice to proceed with work which requires the permit.

TECHNICAL SPECIFICATIONS

TS1. HMA PAVEMENT

Under this section, the CONTRACTOR shall be required to furnish all materials, equipment and labor to construct the road surface as detailed in these Specifications.

The CONTRACTOR shall perform all paving operations within the paving limits painted on the road. The compacted thickness for HMA resurfacing shall be one and one-half inch (1 ½") for **ALTAWOOD SUBDIVISION (all roads) and BUFFALO TRAIL ROAD** as it is also shown on the itemized bid proposal form.

The roadways included in this project shall be surface milled including both ends of the road, all road approaches and all driveways, wedged and level (variable depth), apply asphalt for tack coat, and paved with HMA Surface (9.5mm) mixture TYPE B.

HMA Surface to be installed on public approaches shall be Type B.

All HMA materials and construction requirements shall be in accordance with current INDOT Standard Specifications, Section 402.

The HMA resurface shall be spread to a compacted thickness as described in these Specifications. HMA wedge and level shall be placed on a milled pavement surface to create a smooth base in order to place a more uniform resurface thickness.

The HMA pavement for all roadways included in this project shall be placed in two passes with one longitudinal joint located six (6) inches aside from the existing joint. The CONTRACTOR shall make sure that any section of the paved road is completely cover, from EP to EP, in the given working day to avoid cold joints marks.

A key-way shall be milled across all areas where HMA surface is to be placed to form a neat, smooth joint between the ends of new and old pavements. The milling, at a minimum, for the mainline, transition milling, shall taper from zero (0) inches to the full thickness of resurface at the terminus at a rate of 1 inch (vertical) per 60 feet (horizontal).

The width at the milling for street approaches shall be based on a milled rate of 1 inch depth per 10 feet to match the street elevation after it is milled. The width of the milling for asphalt driveways shall be a minimum of 3 feet from the edge of pavement. At concrete drives, the existing edge of pavement shall be milled a width of 7 feet the depth of the resurface thickness and at a rate of 45 feet (horizontal) to 1 inch (vertical) ahead of and beyond the edges of the concrete drive.

In locations where concrete curb and gutter is encountered, the existing HMA pavement adjacent to the concrete gutter shall be milled a width of 7 feet the depth of the resurface thickness to ensure that the final HMA resurface elevation is flush with the existing concrete gutter. No additional payment will be made for the milling of a 7 feet wide key adjacent to curb and gutter encountered in the field.

Tack coat is to be used on each layer of asphalt pavement before the succeeding layer of pavement is placed. The use of tack coat shall not be waived based on the recent placement of the surface to which it is to be applied. That is, even if the surface on which it is to be placed was

recently placed, tack coat shall be used.

Prior to the placement of tack coat, the surface on which it is to be applied shall be thoroughly cleaned of all sediment, millings, and debris.

Tack coat shall be placed so that the entire surface is covered evenly with no excess.

All seams shall be sawcut only. After all paving is complete, all seams between new and existing asphalt shall be sealed with hot tar.

There will be no compensatory adjustments made with regard to liquid asphalt items as a part of this project.

Solid cast iron riser rings shall be used to adjust manhole castings to grade.

All material, equipment and labor for work called for in this section shall be included in the CONTRACTOR's bid cost. The accepted quantities for this work will be paid for at the contract unit price per ton for HMA, of the type specified completed in place.

TS2. SURFACE MILLING

Under this section, the CONTRACTOR shall be required to furnish all materials, equipment and labor to mill the existing asphalt and concrete pavement to a specified depth as required to place the new asphalt thickness required.

The price for this item shall include any additional traffic signs and barricades, and traffic maintenance required to complete the surface milling operations for the existing asphalt and concrete pavements.

Minimum milling depth shall be as directed by the OWNER or their representative.

Surface milling shall be performed by means of power operated planing machines or grinders, capable of accurately establishing profile grades by referencing from either the existing pavement or from independent grade control.

The equipment shall have a positive means for removing excess materials from the planed surface which prevents airborne dust from escaping from the operation, and produces a finished surface that provides a good bond to the new overlay. Sufficient cutting teeth shall exist on the cutting drum to produce cuttings such that 90 percent of the conglomerate particles pass a 2 inch sieve.

The roadway shall be cleaned with a broom before opening to traffic, and shall have a surface finish that does not vary longitudinally more than ¼ of an inch from a 10 foot straightedge.

If the milling operation results in a vertical or near vertical face exceeding 1 1/2 inches in height, the adjacent lane shall be planed during the same day, or tapered in an approved manner. When located within 3 inches of curbs, surface material that cannot be removed by the planing machine shall be removed by hand or other approved methods.

Castings located in surface removal areas that will not require vertical realignment or other adjustment shall remain in place during the milling process, or optionally may be removed and replaced after the milling operation.

Unless otherwise specified, the removed surface material shall become property of the CONTRACTOR.

All applicable sections of 105.06 and 107.18 from INDOT Standard Specification shall apply except as amended elsewhere within the contract documents and as follows:

Coordination with any applicable utility is the sole responsibility of the *CONTRACTOR*. The following is provided for information purposes only. The *CONTRACTOR* shall be responsible to contact the following personnel or company to coordinate his work prior to the commencement of any construction activities.

Payment for all items in this section shall be included in the CONTRACTOR's unit price per square yard, as shown on the itemized bid proposal form.

TS3. SCARIFICATION MILLING

Scarification milling shall consist of preparing a base for resurfacing by roughening the entire existing asphalt or PCCP surface. The milled pavement profile shall have a surface finish that does not vary longitudinally more than 1/4 in. from a 16 ft. straightedge or as described in the QCP in accordance with 401.02.

A fine milling cutting drum in accordance with 306.03(a) shall be used when a single course overlay is specified with a lay rate as shown on the plans less than 165 lbs/sys and the maximum profile mill cut depth is expected to be less than or equal to 1 1/2 in. for asphalt or 3/4 in. for PCCP, otherwise, a coarse milling cutting drum in accordance with 306.03(a) shall be used.

Approach milling, asphalt milling, asphalt removal, PCCP milling, scarification milling, profile milling, and transition milling will be measured by the square yard of the milled area.

Approach milling, asphalt milling, asphalt removal, PCCP milling, surface milling, scarification milling, profile milling, and transition milling will be paid for at the CONTRACTOR's unit price per square yard, as shown on the itemized bid proposal form.

TS4. PARTIAL DEPTH AND FULL DEPTH PATCHING (SPOT PATCHING)

Under this section, the CONTRACTOR shall be required to furnish all materials, equipment and labor to reconstruct the road surface as detailed in these Specifications.

The *CONTRACTOR* shall perform all paving patching operations within the paving limits painted on the road. Areas to be patched will be marked on the road surface by the county. The marked pavement shall be removed to a minimum of two (2) inches depth. A vertical joint shall be constructed with the pavement that remains in place. If it is determined that the marked pavement is to be removed full depth, the patch depth shall be to the bottom of existing asphalt material.

The excavated patch areas shall be filled with HMA for patching of the type specified in the pay item. HMA used for patching shall be in accordance with the current INDOT Standards specification, Section 402. Each course shall be compacted by approved mechanical equipment in accordance with INDOT Standards specification, Section 409.03(d).

A smooth riding surface shall be maintained on HMA patches at all times. Deformation due to traffic

or other conditions shall be corrected immediately. HMA of the type specified in the pay item shall be used to maintain patches. Unless otherwise specified, patches shall be completed during daylight hours and opened to the traffic at the close of the workday. Patches that cannot be completed prior to the end of daily operations shall be backfilled, compacted, and a temporary surface placed to carry traffic, unless otherwise specified.

All material, equipment and labor for work called for in this section shall be included in the CONTRACTOR's bid cost. The accepted quantities for this work will be paid for at the contract unit price per ton for HMA, of the type specified completed in place.

TS5. DISPOSAL OF EXCESS MATERIAL

All excess material not to be salvaged (waste) shall be removed from the project site. Whether a private or public waste site is utilized, such disposal shall comply with all Federal, State and local ordinances and permit requirements. A copy of all permits obtained or applied for shall be submitted to the *ENGINEER* prior to the commencement of any construction activities.

The *CONTRACTOR* shall submit, in writing, the location of the proposed dump-site, for review, prior to the commencement of construction.

No direct payment will be made for this work, but the cost thereof shall be included in the cost of the other items of the contract.

TS6. OPEN BURNING OF NATURAL GROWTH

Open burning of natural growth will not be permitted on this contract.

TS7. TREE AND LAWN PROTECTION

The *CONTRACTOR* shall use reasonable care for the protection of trees, shrubbery, and lawn areas beyond the permanent right-of-way.

The cost of the protection or trimming and proper restoration of disturbed areas shall not be paid for directly but shall be included in the cost of Mobilization and Demobilization.

TS8. MANHOLES, INLETS, AND CATCH BASINS

Under this section, the *CONTRACTOR* shall be required to furnish all materials, equipment and labor to properly install metal casting on existing manhole structures. The grade adjustment of the existing structures is required, the frames, covers, and gratings shall be removed and the wall reconstructed as required. The cleaned frames shall be reset at the required elevation. If so specified or if it is determined that the existing casting and supporting walls are in good condition, an approved device may be used to adjust the manhole casting cover to the correct grade without reconstructing the walls or resetting the frame. Upon completion, each structure shall be cleaned of any accumulations of silt, debris, or foreign matter of any kind and shall be kept clear of such accumulation until final acceptance of the work.