

Bidding, Contract Documents and Specifications for

2023 HMA Overlay Projects:

Bid Package #2023-HMA-02

NOBLE COUNTY, INDIANA

NOBLE COUNTY BOARD OF COMMISSIONERS

Gary Leatherman, President

Anita Hess, Vice President

Gary Timmerman, Member

Prepared by:

Zachary S. Smith, P.E.

Date: April 24, 2023

1118 E. Main St.

Albion, IN 46701

260-636-2124

zack.smith@nobleco.gov

NOTICE TO BIDDERS

Notice is hereby given by the Noble County Board of Commissioners that they will receive sealed bids for the following;

Bid Package # 2023-HMA-02

Sealed bids are to be received in the Auditor's Office by 2:30 pm on May 19, 2023. Mail or deliver to the Noble County Auditor, 109 N. York St., Albion, IN 46701. Bids will be opened during the Commissioner's meeting in the Commissioner's Room at the Noble County Annex, 109 N. York St., Albion, Indiana 46701 on Monday, May 22, 2023 at 9:00 am EST.

Each bid should be sealed in a minimum size envelope of 9"x12" and shall bear the name of the bidder and the Bid Package number for the respective bid on the outside of the envelope.

All bidders must furnish with their bids a Bid Bond or Certified Check equal to 10% of the total bid payable to the Noble County Board of Commissioners. A combination Bid/Performance Bond equal to 100% of the total price will be acceptable.

All bids shall be on the appropriate forms, completely filled out, signed and bound with the contract documents.

No bid may be withdrawn, after the opening of the bids, for a period of 60 days after the scheduled time of opening the bids.

The Contract Documents, including specifications and plans are on file in the Highway Department office located at 1118 E. Main Street, Albion, IN 46701. Copies of the documents may be obtained at the County Highway Office or from the county website at: <http://nobleco.squarespace.com/public-info/>.

The Noble County Board of Commissioners reserves the right to reject any and all bids.

FOR THE BOARD OF COMMISSIONERS
NOBLE COUNTY, INDIANA

Zachary S. Smith, PE
Noble County Engineer

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INSTRUCTION TO BIDDERS

The Noble County Board of Commissioners, hereinafter referred to as the Owner, will receive sealed bids for **Bid Package #2023-HMA-02** in accordance with specifications and other contract documents prepared by the Noble County Engineer's Office.

Submission of Bids: Bids must be received at the Noble County's Auditor's Office by 2:30 pm on Friday, May 19, 2023. The Auditor's office is located at:

Noble County Annex
109 N. York Street
Albion, IN 46701

Each Bid must be submitted in exact duplicate containing the following: Itemized Proposal Form; Non-collusion Affidavit (Form 96); Bid Bond; Performance Bond; Lump Sum Construction Contract; and all other bid forms shall be completely and properly executed. In case of a difference between the stipulated amount of the bid written in words and the stipulated amount written in figures in the Lump Sum Construction Contract, the stipulated amount written in words shall govern.

Bid shall not contain any recapitulations of the work to be done. Alternate bids will not be considered. Oral proposals or modifications will not be considered.

Before submitting a bid, bidders shall carefully read the specifications and the other contract documents, shall visit the sites of the work, and shall fully inform themselves as to all existing conditions and limitations, and shall include in the bid a sum to cover the cost of all items included in the contract documents.

Bids shall be delivered by the time and to the place stipulated in the Advertisement. It is the sole responsibility of the bidder to see that his bid is received in the proper time. Any bid received after time for receipt of bids shall be returned to the bidder unopened.

Any bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids.

Award or Rejections: The Contract will be awarded to the best qualified responsible bidder complying with these instructions and with the Advertisement.

The Owner reserves the right to reject any and all bids and to waive to the extent permitted by law any of the terms, conditions and provisions contained in the Advertisement for Bids or other documents, or any informality, irregularity or omission in any bid provided that such waiver shall in the discretion of the Owner be to the advantage of the Owner and in its best interest.

No bidder may withdraw his bid for a period of sixty (60) days after the date of opening thereof.

Interpretation of Documents: If any person contemplating submitting a bid is in doubt as to the true meaning of any part of the drawings, specifications or other contract documents, or finds discrepancies in or omissions from the drawings or specifications, he may submit to the Owner a written request for interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the documents will be made only by addendum duly issued and a copy of the addendum will be mailed or delivered to each person receiving a set of contract documents. The Owner will not be responsible for any other explanations or interpretations of the contract documents.

Addenda: Any addenda issued during the time of bidding, or forming a part of the contract documents loaned to the bidder for the preparation of his bid, shall be covered in the bid, and shall be made a part of the Contract. Receipt of each addendum shall be acknowledged in the Lump Sum Construction Contract.

Bidders Interested in More Than One Bid: No person, firm, or corporation shall be allowed to make, file or to be interested in more than one bid for the same work. A person, firm or corporation who has submitted a sub-bid to a bidder, or who has quoted prices on materials to a bidder, is not hereby disqualified from submitting a sub-bid or quoting prices to other bidders.

Proposal and Performance Guarantee: Each bid shall contain the full name of every person or company interested in it and shall be accompanied by a performance bond equal to ten percent (10%) of the total bid, that if the bid is accepted a Contract will be entered into and the performance of its bid secured.

A bond with good and sufficient surety, approved by the Owner, is required of the Bidder upon the award of the Contract, in an amount equal to at least one hundred percent (100%) of the contract price, conditioned upon the faithful performance of the contract.

The Performance Bond shall be in effect during construction and shall extend as a guarantee to the owner until final acceptance of the Project by the Owner.

A combination bid bond and performance bond in the sum included in the specification will be acceptable if the above requirements are included.

The bid guarantees of unsuccessful bidders will be returned promptly after the canvas of bids.

Interpretation of Lump Sum Bid: The bidder's attention is directed to the fact that submitted bids on the work to be done must be on a lump sum amount on quantities to be constructed. The lump sum amount is the summation of the product computed by multiplying the unit price by the quantities as shown on the itemized proposal. The unit prices submitted shall become the basis for progress payments of work performed and for additional or deductible items of work, other than required by the plans and/or specifications. The quantities of work to be performed as shown on the itemized proposal shall be considered as a basis of bidding and as a guide only. The true quantity of work to be performed and paid for shall be as per Method of Measure and Basis of Payment as stated in the Standard Specifications.

The Contract: The documents comprising the Contract shall include the following:

- Notice of Letting
- Instructions to Bidder
- Proposal
- Itemized Proposal
- Contractor's Bid for Public Work - Form 96
- Bid Bond (to be provided by Bidder)
- Performance Bond (to be provided by Bidder)
- General Conditions
- Special Provisions
- Lump Sum Construction Contract
- Wage Scale
- Addenda
- Indiana Department of Transportation Standard Specifications

GENERAL PROVISIONS

DEFINITION OF TERMS

Whenever, in these specifications and in appropriate contracts including these specifications, the following terms are used, the intent and meaning shall be interpreted as follows:

- BOND

The approved form of surety furnished by the CONTRACTOR and his Surety as a guaranty on the part of the CONTRACTOR to complete the work in accordance with the terms of the contract.

- CONTRACT

The complete agreement covering the furnishing of materials and equipment and the performance of the work in the construction of the improvement.

The contract shall include the proposal, plans, profiles, drawings, General Provisions and Special Provisions, contract form and bond if required, as well as any and all supplemental agreements which reasonably could be required to complete the proposed work in a substantial and acceptable manner.

- OWNER

The Noble County Board of Commissioners

- COUNTY

Noble County, Indiana

- ENGINEER

Zachary S. Smith, PE
Noble County Highway Department
1118 E. Main Street
Albion, IN 46701

HIGHWAY DEPT.

Noble County Highway Department
Richard Rogers, Superintendent
1118 E. Main Street
Albion, IN 46701
260-636-2124

- **LABORATORY**

Any testing laboratory authorized by the ENGINEER to do testing.

- **NOTICE TO PROCEED**

A written notice from the ENGINEER to the CONTRACTOR to begin the prosecution of the work for which he has contracted.

- **SPECIFICATIONS**

All directions, provisions and requirements contained herein, all of which are on file in the office of the Auditor of Noble County; and the “Indiana Department of Transportation Standard Specifications with the exception of the word or words “State”, “Commission”, or “Chairman”, etc., used in the Standard Specifications shall be taken to be the same as “Owner” as described in these “General Provisions”, and “Special Provisions”. Where the words “Standard Specifications” are used, they shall be construed to mean the Indiana Department of Transportation Standard Specifications.

- **SUBCONTRACTOR**

The individual, firm or corporation undertaking the execution of a part of the work under the terms of the contract, by virtue of an agreement with the CONTRACTOR.

- **THE WORK**

The performance required of the CONTRACTOR under the terms of the contract.

- **A.A.S.H.T.O.**

The American Association of State Highway and Transportation Officials.

- **COOPERATION BY CONTRACTOR**

The Owner will supply the CONTRACTOR with 3 copies of the plans, General Provisions, Special Provisions and authorized alterations, if any. The CONTRACTOR shall have available on the job site at all times during the prosecution of the Work one copy of each of these. He shall give the Work his careful attention to facilitate the progress thereof, and shall cooperate with the Owner and with other CONTRACTORS in every way possible.

- **INTERPRETATION OF PROPOSAL QUANTITIES**

The Bidder’s attention is directed to the fact that the estimate of the work to be done and the materials to be furnished under any bid package as shown on any Itemized Proposal is approximate and is furnished only to assist the CONTRACTOR in the preparation of his bid.

- LUMP SUM BID

The Bidder's attention is directed to the fact that bids must be totaled to a Lump Sum Amount and shall be awarded as such for the total Bid Package.

- ITEMIZED PROPOSAL

Each item on the Itemized Proposal sheets will be filled in and extended. These unit prices and extension totals will be used by the Owner in determining the Lump Sum Bid Amount and used by the ENGINEER in preparing estimates. Payments will be paid at line item pricing found within the Itemized Proposal for quantities used. Any additional quantities over the itemized proposal amount must be preapproved by the ENGINEER.

- CONSTRUCTION INSPECTION

The Noble County ENGINEER or his authorized representative will perform daily inspection of the work. The CONTRACTOR shall maintain his own field engineering force, that of the Owner and/or ENGINEER or his representative being for inspection and checking.

- PERSONAL LIABILITY OF THE OWNER

In carrying out any of the provisions of any contract or in exercising any power or authority granted thereby, there shall be no liability upon the Owner, the ENGINEER or the ENGINEER's authorized assistants.

- SUBLETTING AND ASSIGNMENT OF CONTRACT

The CONTRACTOR shall perform, with his own organization, work amounting to not less than 50 percent of the combined value of all items of the work covered by any contract for each project except:

1. Any work under the contract which requires highly specialized knowledge, craftsmanship or equipment not ordinarily available in contracting organizations qualified to bid on the project may be designated and shown in the Special Provisions as "Specialty Items". These items so designated, may be performed by subcontract without regard to the above limitations.
2. If any bidder shall state in his bid the particular item or items of work which he proposed to sublet and shall name there in the Subcontractor to whom he proposes to sublet such work if an award is made to the Bidder, such item or items of work may be performed by the named Subcontractor, if approved notwithstanding the 50 percent limitation above specified, provided the Subcontractor named is a CONTRACTOR of recognized standing, has a satisfactory performance record, and the work proposed to be sublet does not constitute the major item or items embraced in the contract.

Any bidder who shall name a Subcontractor in his bid shall attach thereto a certificate that the use of the Subcontractor's name was with his knowledge and consent. The Subcontractor so named may be required to establish his experience and financial ability.

The naming of a Subcontractor in a bid will not necessarily insure approval of subletting work to him. In case of disapproval the CONTRACTOR shall perform such item or items of work with his own organization in full compliance with all applicable terms of this contract or another approved Subcontractor.

No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the Owner or its authorized representative.

Requests for permission to sublet, assign or otherwise dispose of any portion of the Contract shall be in writing and accompanied by a letter showing that the organization that will perform the work is particularly experienced and equipped for such work.

Consent to sublet, assign or otherwise dispose of any portion of the Contract shall not be construed to relieve the CONTRACTOR of any responsibility for the fulfillment of the Contract.

- **SPECIAL PROVISIONS**

The Special Provisions are supplemental and in addition to the General Provisions and the Indiana Department of Transportation Standard Specifications. The Special Provisions shall govern over the Standard Specifications in case of conflict between them.

- **BARRICADES AND WARNING SIGNS**

Signs, barricades, and lights shall be in accordance with applicable articles of the Standard Specifications and shall be placed as required by the ENGINEER or as directed by law for the public safety and in Accordance with the Manual on Uniform Traffic Control Devices (MUTCD).

- **RESPONSIBILITY FOR DAMAGE CLAIMS**

The CONTRACTOR shall indemnify and hold harmless the Owner and the ENGINEER, and their officers, agents and employees from and against all suits or claims that may be based upon alleged injury to any person or property that may occur, or may be alleged to have occurred, in the course of the performance of any contract by the CONTRACTOR, whether such claims shall be made by an employee of the CONTRACTOR or by a third person, and whether or not it shall be claimed that the alleged injury was caused by a negligent act or omission of the CONTRACTOR; and the CONTRACTOR shall, at his own cost and expense, pay all charges of attorneys, and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgement shall be rendered against the Owner, the ENGINEER or any officer, agent, or employee of any thereof, the CONTRACTOR shall at his own cost and expense, satisfy and discharge same.

- INSURANCE

The CONTRACTOR shall be required to carry Workmen’s Compensation and Employee’s Liability Insurance in amounts and with companies satisfactory to the Owner.

In addition, the CONTRACTOR shall be required to carry Comprehensive Public Liability and Property Damage Insurance the minimum limits of which shall be as follows:

Property Damage Liability

Each Accident	Aggregate
\$500,000	\$1,000,000

Bodily Injury Liability

Each Person	Each Accident
\$500,000	\$1,000,000

Insurance is required as a measure of protection and the CONTRACTOR’s Liability is not to be limited by the amount specified in the insurance policies.

- CONTRACT TIME FOR COMPLETION

The number of calendar days set out in the Contract shall be considered as the basis for completion of the work all in accordance with the requirements as set out in Article 108.08 of the Standard Specifications.

The CONTRACTOR shall be required to arrange and prosecute the work specified for this contract in such a manner as to complete the project within no more than one hundred and twenty (120) calendar days from the date of the Notice to Proceed, all in accordance with the requirements of Article 107.18 of the Standard Specifications.

In the event the CONTRACTOR fails to complete the contract within the stipulated number of calendar days, the Owner will take action as set out in Article 108.09 of the Standard Specifications.

SPECIAL PROVISIONS

SP1. SCOPE OF WORK

The intent of these Special Provisions, together with the General Provisions, the Standard Specifications and Project Location Map is to provide for the complete construction of the following: The resurfacing work of various roadways located throughout Noble County.

All other incidental work as more fully set out in the plans and Special Provisions is to be included as part of these contracts.

These Special Provisions will govern over the Standard Specifications in case of conflict between them.

SP2. CONTRACTOR PREQUALIFICATIONS

Any bidder submitting a lump sum bid in excess of \$300,000 must meet all prequalification requirements per IC 8-23-10.

SP3. PRECONSTRUCTION CONFERENCE

The CONTRACTOR shall attend a Preconstruction Conference prior to the start of construction. This meeting shall be held at the site or as otherwise agreed by the ENGINEER, CONTRACTOR, and OWNER.

SP4. PROJECT SCHEDULES

The CONTRACTOR will be required to provide to the ENGINEER a tentative project schedule at the PRECONSTRUCTION MEETING showing the proposed work sequence, including estimated days required, to successfully complete the project within the contract time.

Once an official NOTICE TO PROCEED has been issued, the CONTRACTOR shall submit a finalized project schedule, including target beginning and completion dates for the itemized roadways in these contracts. The ENGINEER may, at his discretion, require the CONTRACTOR to periodically update the schedule throughout the contract to ensure proper completion time.

SP5. HAZARD COMMUNICATION PROGRAM

The Occupation Safety and Health Administration (OSHA) has rules concerning worker's exposure to hazardous materials. The name of the Law is "The Hazard Communication Standard 29CFR 1910.1200". The intent of the law is to require Employers to inform Employees of these hazards and to maintain Material Safety Data Sheets (MSDS) for each hazardous material used on the project site. The CONTRACTOR shall have their "HAZARD COMMUNICATION PROGRAM" available on request.

SP6. CONTACT FOR QUESTIONS

If apparent errors, discrepancies, or unclear statements are found in the contract documents, the following shall be contacted by telephone, fax or email:

Noble County Engineer
Zachary S. Smith, PE
Telephone: (260) 636-2124
Fax: (260) 636-2542
E-mail: zack.smith@nobleco.gov

SP7. 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 required permits, obtained or applied for shall be submitted to the ENGINEER prior to the material leaving the site.

The CONTRACTOR shall submit, in writing, the location of the proposed dumpsite, for review, prior to the commencement of construction.

SP8. OPENING AND CLOSING ROADS TO TRAFFIC

The CONTRACTOR shall notify the HIGHWAY DEPT prior to closing any road to traffic and after opening any road to traffic.

SP9. BASIS OF PAYMENT

Whenever payment for specific items is noted in these Special Provisions, it shall be construed to mean the quantity as shown in the Itemized Proposal, and payment is subject to the "Interpretation of Bid" as set out in "Instruction to Bidders". Adjustments to payment for quality of work shall be made as outlined in SP18.

SP10. COOPERATION WITH PUBLIC UTILITIES

The CONTRACTOR shall be required to cooperate and coordinate his work with all utility companies within the limits of any contract in accordance with the requirements of Article 105.06 and as directed by the ENGINEER.

Any damage to existing Public Utilities within the limits of any contract caused by the CONTRACTOR's operations or equipment shall be repaired or replaced by the CONTRACTOR at his own expense.

No additional allowance or compensation of any kind will be made on any contract for any delay, inconvenience, or suspension of construction caused by the work of relocation and/or reconstructing the existing facilities either at a temporary location or at their permanent locations by the various utility companies involved.

SP11. CONTRACTOR’S RESPONSIBILITY FOR MATCHING OLD WORK

Where new work is to be fitted to existing roadways the CONTRACTOR shall check existing conditions in the field and assume responsibility for smooth transitions. If such parts do not fit properly, he shall make and pay proper fits and connections meeting the approval of the ENGINEER.

SP12. NORMAL WORKING HOURS

The normal workday for these contracts shall be defined as beginning no sooner than 7:00 AM and ending no later than 5:00 PM (that day), Monday through Friday excluding County Holidays. The OWNER, acting through the ENGINEER or his designee, may extend the workday if conditions warrant.

The OWNER, acting through the ENGINEER or his designee, may also extend the workday to include Saturdays and holidays. No work will be permitted on Sundays.

SP13. STORAGE OF MATERIAL AND EQUIPMENT

The CONTRACTOR shall make his own arrangements for storage of material and equipment.

SP14. INSPECTION

The ENGINEER or his authorized representative will be responsible for the inspection of these projects. CONTRACTOR shall notify the ENGINEER no later than noon the day before work is to be performed so that an inspector may be scheduled.

SP15. HOT MIX ASPHALT

Hot Mix Asphalt shall be in accordance with section 402 of the standard specifications.

When HMA Intermediate is specified, the mixture designation shall be 12.5 mm.

When HMA Surface is specified, the mixture designation shall be 9.5 mm.

SP16. AGGREGATE PAVEMENTS OR SHOULDERS

Stone materials shall meet all requirements set forth in section 303 of the standard specifications. Typical shoulder aggregate is to be placed at 2” depth by 18” width.

SP17. TACK COAT

Tack coats shall be in accordance with section 406 of the standard specifications with a minimum spray rate of 0.07 gal./sq yd.

SP18. ACCEPTANCE AND CONTROL OF MATERIALS

Acceptance of mixtures will be in accordance with the Frequency Manual on the basis of a Type D certification in accordance with Standard Specification 916.

The Highway Office reserves the right to take asphalt samples for independent testing.

SP19. MAINTENANCE OF LOCAL TRAFFIC

It is the CONTRACTOR's responsibility to ensure that the local residents are provided safe access to their property at all times during the construction. The CONTRACTOR shall conform to all applicable requirements of Article 104.04 of the Standard Specifications. Maintenance of traffic is to be paid lump sum per bid package.

SP20. MOBLIZATION/DEMOBILIZATION

Mobilization/Demobilization is to be paid lump sum per bid package.

SP21. LINE STRIPING

Line Striping will be yellow paint, centerline only. There is approximately 10,000 linear feet of combined skip and solid line markings per mile. The HIGHWAY will provide T-marking services. All T-marking requests must be made at least 24 hours prior to striping. Striping is to be paid lump sum per bid package.

SP22. WARRANTY

The CONTRACTOR shall warranty the work completed for a period of one year from the date final payment for the work is made.

NOBLE COUNTY, INDIANA

#2023-HMA-02

BID PACKAGE

- 1 Bid Proposal
- 2 Bid Summary #2023-HMA-02: Bid Summary and Itemized Proposals
- 3 Bid Bond
- 4 Form 96 – latest revision as required by the Indiana State Board of Accounts
- 5 Subcontractor List

BID PROPOSAL

To: The Noble County Board of Commissioners
c/o Noble County Auditor
Noble County Annex
109 N. York Street
Albion, Indiana 46701

Pursuant to legal notice that the Board of Commissioners of Noble County, Indiana, will receive sealed bids on or before May 19, 2023 at 2:30 P.M (local time) for the following HMA overlay projects in Noble County, Indiana:

Bid Package # 2023-HMA-02

The undersigned,

The undersigned hereby tenders this bid to construct said work in accordance with the Plans and Specifications prepared by the Noble County Engineer, Albion, Indiana and now on file in the office of the County Auditor; to furnish all necessary machinery, equipment, tools, labor and other means of construction at the time prescribed, and pursuant to the terms of the bond filed herewith, for the unit prices given on the attached Itemized Proposal; and to prosecute the work so as to complete the contract within the time period specified in the General Provisions.

Upon receipt of the Notice of Award, the undersigned agrees to return within fifteen (15) days the executed contract documents with all bonds, proofs of insurance, and other documents as may be required by the Specifications. The undersigned has also filed the Form 96 with a properly executed Non-Collusion Affidavit.

WITNESS OUR HANDS this _____ day of _____, 2023.

Name of Firm: _____ Address: _____

By: _____ Title: _____

ATTEST: _____ Title: _____
(Second Company Officer)

IN TESTIMONY WHEREOF, the above bidder has hereunto set his hand this

_____ day of _____, 2023.

My Commission Expires

Notary Public

BID SUMMARY
NOBLE COUNTY, INDIANA
Bid Package No. 2023-HMA-02

The undersigned submits the following bid summary and itemized proposal upon which the Bid is based, and further agrees that any change order to the Contract authorized by the Owner, or its representative shall be based on the following schedule of unit prices where applicable:

Project No.	Project Description	Miles	Amount
HMA-02-1A	CR 100 South between CR 50 West and CR 250 West	1.9	
HMA-02-1B	CR 250 W between CR 100 South and Wolf Lake Road	0.1	
HMA-02-2A	CR 25 North between Long Lake Road and Oakwood Drive	0.4	
HMA-02-2B	CR 25 North between Long Lake Road and Dead End	0.3	
HMA-02-3	Wolf Lake Road between US33 and CR 100 North	3.5	
HMA-02-4	Long Lake Road between Baseline Road and CR 200 North	1.8	
HMA-02-5	CR 200 East between Baseline Road and CR 175 North	2.0	
HMA-02-6A	CR 950 North between CR 1000 East and CR 1100 East	1.0	
HMA-02-6B	CR 1100 East between CR 950 North and CR 1000 North	0.5	
Total	LUMP SUM BID - PACKAGE NO. 2023-HMA-02		

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

ITEMIZED PROPOSALS (1 of 5)

HMA-02-1A: CR 100 South between CR 50 West and CR 250 West

Item No.	Description	Unit	Quantity	Unit Price	Amount
1	Mill Butt Joins	EA	3		
2	Clean/Prep for Overlay	SYS	22000		
3	Tack	SYS	22000		
4	2" HMA Surface	TONS	2400		
5	HMA for Approaches	TONS	30		
6	Shoulder Aggregate	TONS	380		
7	Mobilization / Demobilization	LS	1		
8	Maintenance of Traffic	LS	1		
9	Line Striping	LS	1		
Total					

HMA-02-1B: CR 250 W between CR 100 South and Wolf Lake Road

Item No.	Description	Unit	Quantity	Unit Price	Amount
1	Mill Butt Joins	EA	1		
2	Clean/Prep for Overlay	SYS	2000		
3	Tack	SYS	2000		
4	2" HMA Surface	TONS	200		
5	HMA for Approaches	TONS	10		
6	Shoulder Aggregate	TONS	20		
7	Mobilization / Demobilization	LS	1		
8	Maintenance of Traffic	LS	1		
9	Line Striping	LS	1		
Total					

ITEMIZED PROPOSALS (2 of 5)

HMA-02-2A: CR 25 North between Long Lake Road and Oakwood Drive

Item No.	Description	Unit	Quantity	Unit Price	Amount
1	Mill Butt Joins	EA	1		
2	Clean/Prep for Overlay	SYS	5000		
3	Tack	SYS	5000		
4	2" HMA Surface	TONS	600		
5	HMA for Approaches	TONS	10		
6	Shoulder Aggregate	TONS	80		
7	Mobilization / Demobilization	LS	1		
8	Maintenance of Traffic	LS	1		
9	Line Striping	LS	1		
Total					

HMA-02-2B: CR 25 North between Long Lake Road and Dead End

Item No.	Description	Unit	Quantity	Unit Price	Amount
1	Mill Butt Joins	EA	1		
2	Clean/Prep for Overlay	SYS	4000		
3	Tack	SYS	4000		
4	2" HMA Surface	TONS	400		
5	HMA for Approaches	TONS	10		
6	Shoulder Aggregate	TONS	60		
7	Mobilization / Demobilization	LS	1		
8	Maintenance of Traffic	LS	1		
9	Line Striping	LS	1		
Total					

ITEMIZED PROPOSALS (3 of 5)

HMA-02-3: Wolf Lake Road between US33 and CR 100 North

Item No.	Description	Unit	Quantity	Unit Price	Amount
1	Mill Butt Joins	EA	7		
2	Clean/Prep for Overlay	SYS	42000		
3	Tack	SYS	42000		
4	2" HMA Surface	TONS	4600		
5	HMA for Approaches	TONS	15		
6	Shoulder Aggregate	TONS	700		
7	Mobilization / Demobilization	LS	1		
8	Maintenance of Traffic	LS	1		
9	Line Striping	LS	1		
Total					

HMA-02-4: Long Lake Road between Baseline Road and CR 200 North

Item No.	Description	Unit	Quantity	Unit Price	Amount
1	Mill Butt Joins	EA	6		
2	Clean/Prep for Overlay	SYS	22000		
3	Tack	SYS	22000		
4	2" HMA Surface	TONS	2400		
5	HMA for Approaches	TONS	60		
6	Shoulder Aggregate	TONS	360		
7	Mobilization / Demobilization	LS	1		
8	Maintenance of Traffic	LS	1		
9	Line Striping	LS	1		
Total					

ITEMIZED PROPOSALS (4 of 5)

HMA-02-5: CR 200 East between Baseline Road and CR 175 North

Item No.	Description	Unit	Quantity	Unit Price	Amount
1	Mill Butt Joins	EA	2		
2	Clean/Prep for Overlay	SYS	24000		
3	Tack	SYS	24000		
4	2" HMA Surface	TONS	2600		
5	HMA for Approaches	TONS	20		
6	Shoulder Aggregate	TONS	400		
7	Mobilization / Demobilization	LS	1		
8	Maintenance of Traffic	LS	1		
9	Line Striping	LS	1		
Total					

HMA-02-6A: CR 950 North between CR 1000 East and CR 1100 East

Item No.	Description	Unit	Quantity	Unit Price	Amount
1	Mill Butt Joins	EA	2		
2	Clean/Prep for Overlay	SYS	12000		
3	Tack	SYS	12000		
4	2" HMA Surface	TONS	1300		
5	HMA for Approaches	TONS	20		
6	Shoulder Aggregate	TONS	200		
7	Mobilization / Demobilization	LS	1		
8	Maintenance of Traffic	LS	1		
9	Line Striping	LS	1		
Total					

ITEMIZED PROPOSALS (5 of 5)

HMA-02-6B: CR 1100 East between CR 950 North and CR 1000 North

Item No.	Description	Unit	Quantity	Unit Price	Amount
1	Mill Butt Joins	EA	1		
2	Clean/Prep for Overlay	SYS	6000		
3	Tack	SYS	6000		
4	2" HMA Surface	TONS	700		
5	HMA for Approaches	TONS	10		
6	Shoulder Aggregate	TONS	100		
7	Mobilization / Demobilization	LS	1		
8	Maintenance of Traffic	LS	1		
9	Line Striping	LS	1		
Total					

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

SURETY *(Name and Address of Principal Place of Business)*:

OWNER *(Name and Address)*:

BID

Bid Due Date:

Description *(Project Name and Include Location)*:

BOND

Bond Number:

Date *(Not earlier than Bid due date)*:

Penal sum _____ \$ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



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

- 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

- 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 _____

NOBLE COUNTY, INDIANA

Bid Package #2023-HMA-02

LIST OF SUBCONTRACTORS

(To be included in the Bidders Bid
submittal)

<u>Subtrade</u>	<u>Proposed Subcontractor</u>	<u>Address</u>
_____	_____	_____ _____
_____	_____	_____ _____
_____	_____	_____ _____
_____	_____	_____ _____
_____	_____	_____ _____
_____	_____	_____ _____
_____	_____	_____ _____
_____	_____	_____ _____
_____	_____	_____ _____
_____	_____	_____ _____

For the Bidder's convenience and to ensure that a complete list is submitted, a list of possible subtrades has been printed above. The Bidder shall make an entry against each possible subtrade listed either by naming the proposed subcontractor or by entering "by own forces", whichever applies. No blank spaces are to be left.

If, in addition, the Bidder proposes to sublet a part of the work which is not listed above, he shall add the subtrade and the proposed Subcontractor's name to the list. Failure by a Bidder to comply with the foregoing requirements may result in his bid being disqualified along with forfeiture of bid bond.

NOBLE COUNTY, INDIANA

#2023-HMA-02

AWARD PACKAGE

Items

- 1 Lump Sum Construction Contract
- 2 C-610 Performance Bond
- 3 E-Verify Affidavit
- 4 C-510 Notice of Award
- 5 C-550 Notice to Proceed

LUMP SUM CONSTRUCTION CONTRACT

THIS AGREEMENT, made and entered into by and between THE NOBLE COUNTY BOARD OF 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 for a LUMP SUM: Resurfacing work of various roadways located throughout Noble County, according to plans, General Provisions, and Special Provisions as set out or referred to in the CONTRACTOR's attached bid, and hereby agrees to pay the CONTRACTOR therefore, for the actual amount of work done and materials in place as agreed to by the Engineer.

Said work shall be completed according to the terms of the Contract within 120 calendar days after written notice to proceed by the Owner, unless said time is extended in writing by the Owner, and any extension of time granted shall in no way affect the duties, liabilities and obligations of the CONTRACTOR or his sureties.

IT IS FURTHER MUTUALLY AGREED:

That the accompanying bid of the CONTRACTOR, together with the drawings, General Provisions and Special Provisions therefore, herein designated and referred to are hereby made a part of the Contract, the same as if herein fully set forth; and

That the Contract amounts may be paid to the CONTRACTOR upon progress estimates of completed work, prepared by the ENGINEER, in any amount not to exceed ninety percent (90%) of such estimates, less 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 estimates shall be subject to the provisions of the General Provisions made a part hereof; and

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 cover any such indebtedness, which sums may be held until such indebtedness is settled, or until the expiration of eighteen months, or until the conclusion of any litigation in relation thereto filed with such period: and That no monies due on this final estimate shall be paid until the work is fully and completely accepted as provided in the General Provisions, nor until at least thirty days after the last work and labor were performed and the last material furnished.

The following additional provisions are applicable to this contract:

1. The right is reserved for the ENGINEER to increase or decrease any or all of the quantities of work, or to omit any of them as he may deem necessary except as provided hereinafter under the heading "Increased or Decreased Quantities of Work."

2. **INCREASED OR DECREASED QUANTITIES OF WORK**

See Standard Specifications

3. **EXTRA WORK**

The right is reserved by the Owner without impairing the contract, to order the performance of extra work, not contemplated in the bid, as may be considered necessary to complete fully and satisfactorily the work included in the contract.

4. **PAYMENT FOR INCREASED OR DECREASED QUANTITIES OF EXTRA WORK**

Increased or Decreased Quantities of Work or Extra Work that may be required in complete performance of this Contract shall be paid for by change order prepared by the ENGINEER and approved in writing.

Unit prices, as stated in the itemized proposal forms and made a part of the Contract, shall constitute the basis for preparing the cost of such change orders. If the requirements of the change order do not include items listed in the bid, then a lump sum amount, agreed upon by the CONTRACTOR, the ENGINEER and the Owner for such extra work, shall be the basis of payment for the change order.

5. **DISPUTED CLAIMS**

If in any case the CONTRACTOR deems extra compensation is due to him for work or materials not clearly covered in the contract or not ordered as an extra as defined herein, the CONTRACTOR shall notify the ENGINEER of his intention to make claim for such extra compensation before he begins the work on which he bases his claim. If such notification is not given, or the ENGINEER is not afforded proper facilities by the CONTRACTOR for keeping strict account of actual cost, then the CONTRACTOR thereby waives the claim for such extra compensation. Such notice by the CONTRACTOR, and the fact that the ENGINEER has kept account of the cost as aforesaid, shall not in any way be construed as approving the validity of the claim. The claim must be passed upon by the Owner. In case the claim is found to be just, it shall be allowed and paid as an extra as provided hereinafter under "Extra Work".

6. **MEASUREMENT OF QUANTITIES**

Pay items, except lump sum quantities, that require measuring for payment shall be measured as per the standard specifications. All measurements shall be documented and submitted to the Engineer for payment.

7. SCOPE OF PAYMENT

The Compensation as herein provided constitutes full payment for:

- a) The work complete, including all supervision, labor, materials, tools, equipment and incidentals necessary for all work contemplated and embraced under the contract.
- b) Any loss or damage due to the nature of the work, the action of the elements, strikes or lockouts.
- c) Accidents to employees or the public, or both.
- d) Unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the work.
- e) All risks whatsoever connected with the work under the contract until it is accepted by the ENGINEER.
- f) All expenses incurred by, or in consequence of, the suspension or discontinuance of the prosecution of the work as herein specified and in completing the work and the whole thereof, including the carrying out of all the requirements of the contract in an acceptable manner according to the plans and specifications.

The payment of any current estimate before final acceptance of the work shall in no way affect the obligation of the CONTRACTOR to repair or renew any defective parts of the construction. The CONTRACTOR’s responsibility for all damages due to such defects shall be determined in accordance with “No Waiver of Legal Rights.”

No monies payable under the contract, nor any portion thereof, shall become due and payable, if the Owner so elects, until the CONTRACTOR shall satisfy the Owner that he has fully settled and paid for all materials and equipment used in the work and labor performed in connection therewith: and the Owner, if it so elects, may pay any or all such bills wholly or in part and deduct the amount so paid from any progress or final estimate.

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

Addendum Number	Date
_____	_____
_____	_____

8. PARTIAL PAYMENTS

Monthly estimates will be paid for work completed in the previous month, on the following terms:

The CONTRACTOR will be paid 90 percent of said estimate, the remaining 10 percent reserved until final completion and acceptance of the improvement.

No allowance will be made for materials received which have not been incorporated in the work.

9. ACCEPTANCE AND FINAL PAYMENT

When in the opinion of the ENGINEER, the CONTRACTOR shall have completed the work in an acceptable manner in accordance with the terms of the contract, the ENGINEER will prepare a final estimate for the work done and will furnish the CONTRACTOR with a copy of it. Before final acceptance is made, however, the CONTRACTOR shall furnish receipts for all debts incurred in the prosecution of such work, or give satisfactory evidence and assurance to the Owner that they have been paid. The Owner will then certify the balance due to the CONTRACTOR and said certificate will be deemed an acceptance of the work by the Owner.

IN TESTIMONY THEREOF, the CONTRACTOR has hereunto set his hand

_____ day of _____, 2023.

Subscribed and sworn to before me this ____ day of _____, 2023.

Noble County Board of Commissioners

By: _____
Gary D. Leatherman, President

By: _____
Anita F. Hess, Vice President

By: _____
Gary V. Timmerman, Member

ATTESTED: _____

Tonya L. Jones, Auditor

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR *(Name and Address)*: SURETY *(Name, and Address of Principal Place of Business)*:

OWNER *(Name and Address)*:

Noble County
109 N. York Street
Albion, Indiana 46701

CONTRACT

Effective Date of
Agreement: Amount:
Description *(Name and Location)*:

BOND

Bond Number:
Date *(Not earlier than Effective Date of Agreement)*: Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
 - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract; or
 2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
 - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
- 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

- 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address and Telephone)*

Surety Agency or Broker:

E-Verify Affidavit

_____, to comply with the requirements of Indiana Code 22-5-1.7-11,
affirms under (Contractor)

the penalties of perjury that it does not knowingly employ an unauthorized alien.

The Contractor shall enroll in and verify the work eligibility status of all its newly hired employees through the Verify program as defined in IC 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

The Contractor shall require its subconsultants, who perform work under this Contract, to certify to the Contractor that the subconsultant does not knowingly employ or contract with an unauthorized alien and that the subconsultant has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a sub-consultant.

Dated: _____

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Address: _____

STATE OF _____)
COUNTY OF _____)SS:
_____)

Before me, a Notary Public in and for said County and State, personally appeared

_____ as _____ of _____
_____, (Name) (Title)
(Company)

who acknowledged the execution of the foregoing instrument, and who, having been duly sworn, stated that any representations therein contained are true.

WITNESS my hand and Notarial Seal this ___ day of _____ 20____.

My Commission Expires: _____ Signature: _____

_____ Printed: _____

County of Residence: _____ NOTARY PUBLIC

Iranian Government Affidavit

_____, to comply with the requirements of Indiana Code 5-22-16.5,
affirms under (Contractor)

the penalties of perjury that it does not deal with the Government of Iran.

The Contractor shall require its sub-contractors, who perform work under this Contract, to certify to the Contractor that the sub-contractor does not knowingly deal with the Government of Iran. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a sub-consultant.

Dated: _____

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Address: _____

STATE OF _____)
COUNTY OF _____)SS:
_____)

Before me, a Notary Public in and for said County and State, personally appeared

_____ as _____ of _____
_____, (Name) (Title)
(Company)

who acknowledged the execution of the foregoing instrument, and who, having been duly sworn, stated that any representations therein contained are true.

WITNESS my hand and Notarial Seal this _____ day of 20_.

My Commission Expires: _____ Signature: _____

_____ Printed: _____

County of Residence: _____

NOTARY PUBLIC

Notice of Award

Date: _____

Project: Noble County #2023-HMA-02

Owner: Noble County Board of Commissioners

Owner's Contract No.:

Contract:

Engineer's Project No.:

Bidder:

Bidder's Address: *[send Notice of Award Certified Mail, Return Receipt Requested]*

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for #2023-HMA-02.

The Contract Price of your Contract is _____ Dollars (\$_____).

_____ copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

_____ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [_____] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the contract documents.
3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Noble County Board of Commissioners
Owner
By: _____
Authorized Signature

Title

Copy to Engineer

Notice to Proceed

Date: _____

Project: Noble County #2023-HMA-02

Owner: Noble County Board of Commissioners	Owner's Contract No.:
Contract:	Engineer's Project No.:
Contractor:	

Contractor's Address: *[send Certified Mail, Return Receipt Requested]*

You are notified that the Contract Times under the above Contract will commence to run on. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with _____, the date of Substantial Completion is _____, and the date of readiness for final payment is _____ [(or) the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____].

Before you may start any Work at the Site, the contract documents provide that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

_____ *[add other requirements].*

	Noble County Board of Commissioners Owner
	Owner Given by:
	Authorized Signature
	Title
	Date