

PROJECT MANUAL

**REGULAR PROPOSAL, CONTRACT DOCUMENTS, AND SPECIFICATIONS
FOR THE CONSTRUCTION OF**

**Town of Milford
2023-1 Community Crossings Paving Projects
Town of Milford, Indiana**

Bid Proposals to be received until:

5:00 pm, Monday, June 12th, 2023

At the Milford Town Hall

Attn: Clerk-Treasurer's Office

Town of Milford

Steven Marquart

Street Superintendent

Email: utilities@milford-indiana.org

Phone: 574-658-4614

May 12th, 2023

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NOTICE TO BIDDERS

Notice is hereby given that the **Town of Milford, Indiana**, by and through its Town Council, hereinafter referred to as the Owner, will receive sealed bid proposals for construction of the following:

Town of Milford 2023-1 Community Crossings Paving Projects

Sealed bid proposals will be received by the **Town of Milford, Attn: Clerk-Treasurer's Office, 121 South Main Street/PO Box 300, Milford, IN 46542** until **5:00 pm, Monday, June 12th, 2023**. They may be delivered in person to the Town Hall, between the hours of 8:00 am and 5:00 pm, Monday through Friday. Any proposals received after the above-designated time will be returned unopened. Bids will be opened and publicly read aloud at the **Milford Town Council Meeting on Monday, June 12th, 2023 at 7:00 pm** in the **Milford Community Building**. Bids will then be taken under advisement for review by the Owner.

The contract will consist of the following: **2023-1 CCMG Paving and associated work items**, such as ADA ramp improvements, of various streets throughout the **Town of Milford**.

All bid proposals must be enclosed in an opaque, sealed envelope bearing the Project title, the name and address of the Bidder, and the date and time of the proposal bid opening. All bid proposals must be submitted on State Board of Accounts Form No. 96 together with the proper forms included in the Contract Documents, the entire set of which shall be filed intact as a bid. Bidders are responsible for the timely delivery and completeness of their bids.

Contract Documents will be available by contacting Steven Marquart at utilities@milford-indiana.org or in-person at the Clerk-Treasurer's Office, 121 South Main Street, Milford, IN 46542 between the hours of 8:00 am to 5:00 pm, Monday through Friday. Bidders are responsible for registering as plan holders with the Town, for the receipt of any addendums or other contract document updates. Bidders shall assure that they have obtained complete sets of Contract Documents and shall assume the risk of any errors or omissions in bids prepared in reliance on incomplete sets of Contract Documents.

Each Bidder is responsible for inspecting the Project site(s) and for reading and being thoroughly familiar with the Contract Documents and Specifications. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation with respect to its Bid.

Any questions shall be directed to Steven Marquart by email only at utilities@milford-indiana.org. The deadline for questions is **Monday, June 5th, 2023 at 10:00 am**.

Each bid shall be accompanied by a certified check or acceptable bidder's bond made payable to the Owner, in a sum of not less than five percent (5%) of the total amount of the bid, which check or bond will be held by the Owner as evidence that the bidder will, if awarded the contract, enter into the same with the Owner upon notification from him to do so within ten (10) days of said notification.

The successful Contractor will be required to furnish a Performance Bond and Payment Bond in the amount of one hundred percent (100%) of the contract price, each, within ten (10) days after award of the contract and a two (2) year Maintenance Bond in the amount of thirty percent (30%) of the contract price prior to completion and final payment of the contract.

Proposals may be held by the Owner for a period not to exceed sixty (60) calendar days from the public opening. No Bidder may withdraw his proposal within sixty (60) days after the actual date of the opening thereof.

The Owner reserves the right to ask for clarification for any bid submitted. In comparing bids, consideration will not be confined to price only. The successful bid will be the lowest responsible and responsive bidder, however the Owner reserves the right to reject any bid, or all bids, or to accept any bid or bids, to waive any and all technicalities or irregularities therein, to delete any bid item or items and to award a contract on the bid proposal that in their judgment is most advantageous to the Town of Milford, Indiana.

Dated this 12th day of May 2023

ATTEST:

Patricia Gall, Clerk-Treasurer

1st Advertisement: May 17th

2nd Advertisement: May 31st

INSTRUCTIONS TO BIDDERS

IB-1 GENERAL

Submission of a Bid Proposal shall constitute an unconditional agreement and acknowledgment by the Bidder to be bound by all terms and conditions set forth herein and in any of the documents assembled or referred to in the bound Project Manual of which these Instructions To Bidders are a part.

Before submitting a Bid Proposal, 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, verifying any measurements and dimensions, and shall include in the proposal unit prices to cover the cost of all items included in the contract documents. The cost of any tasks that are not specifically called out in the Itemized Bid Proposal are to be included in the cost of the other pay items.

All bid proposals must be enclosed in an opaque, sealed envelope bearing the Project title, the name and address of the Bidder, and the date and time of the proposal bid opening. All bid proposals must be submitted on State Board of Accounts Form No. 96 together with the proper forms included in the Contract Documents, the entire set of which shall be filed intact as a bid. Bidders are responsible for the timely delivery and completeness of their bids.

Bid Documents that contain any omissions, conditions, or limitations, or that show any other irregularities of any kind, may be rejected.

Town of Milford hereby notifies all bidders that minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

If project is \$150,000 or more – State of Indiana requirement as of 7/2018, Bidder is required to submit with bid a written plan for an employee drug testing program that complies with IC 4-13-18-5 and IC 4-13-18-6.

By submitting a Bid Proposal, the Bidder affirms that they are not engaged in investment activities in Iran as defined in IC 5-22-16.5.

The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

Bidder agrees at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the unit price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

The Owner reserves the right to ask for clarification for any bid submitted. In comparing bids, consideration will not be confined to price only. The successful bid will be the lowest responsible and responsive bidder, however the Owner reserves the right to reject any bid, or all bids, or to accept any bid or bids, to waive any and all technicalities or irregularities therein, to delete any bid item or items and to award a contract on the bid proposal that in their judgment is most advantageous to the Town of Milford, Indiana.

By submitting a bid, the Bidder agrees the bid proposal and price(s) contained herein shall be valid for sixty (60) days from bid opening. Bids may be held by the Town of Milford for a period not to exceed sixty (60) days from the date of the opening of the bids for the purpose of reviewing the bids and the investigation of the qualifications of bidders, prior to awarding of the Contract.

The term "Bidder" shall mean all those Contractors submitting Bid Documents. After the acceptance of the Bid Documents of the successful Bidder, the said term "Bidder" shall be interchangeable with the term "Contractor" and all things required of Bidders shall likewise apply to the Contractor.

The Contractor shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program, as defined in IC 22-5-1.7, for as long as the program remains in existence.

The Contractor and all subcontractors will be required to comply with all applicable Federal and State labor regulations including Equal Employment Opportunity, Non-segregated Facilities, and Affirmative Action requirements.

IB-2 QUALIFICATIONS OF BIDDERS

Regardless of bid amount, Bidders shall be INDOT Pre-Qualified in Asphalt Paving and all mixtures must be provided by an INDOT Certified Hot Mix Asphalt (HMA) Plant. The following INDOT Pre-Qualification is required for this project: Work type B(a) – Asphalt Pavement: w/INDOT Certified HMA Plant. Pre-Qualification in Work type E(b) - Asphalt Pavement: w/o INDOT Cert HMA Plant will be acceptable contingent upon all HMA being supplied by an INDOT Certified Hot Mix Asphalt (HMA) Plant. Bidders shall include copies of their INDOT Pre-Qualification Certificates and Certified Hot Mix Asphalt Producer Certificates with their bids.

IB-3 INTERPRETATION OF DOCUMENTS

The Contract and the Bid Specifications contain the provisions required for the construction of the project. No information obtained from any officer, agent or employee of the Owner on any such matters shall in any way affect the risk or obligation assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

If any Contractor contemplating the submission of a bid for the proposed contract is in doubt as to the true meaning of any part of the Bid Specifications or other proposed Contract Documents, he should submit written request for an interpretation thereof to Steven Marquart by email only at utilities@milford-indiana.org. The person making the request will be responsible for its prompt delivery. The deadline for questions is Monday, June 5th at 10:00 am.

Only questions answered by written Addenda will be binding. Any interpretation of the Contract Documents will be made only by written addenda duly issued and emailed to each person receiving a set of such documents. The Owner will not be responsible for explanation or interpretations of the proposed documents except as issued in accordance herewith. Receipt of each addendum shall be acknowledged within the Bid Proposal.

IB-4 REQUIRED BID DOCUMENTATION

Each Contractor shall submit his proposal on the forms provided which shall be completely filled out and submitted intact. Proposals shall include the following:

- Proposal

- Itemized Proposal
- Agreement between Owner and Contractor
- Contractor's Bid for Public Work – Form 96
- Bid Security
- Employment Eligibility Certification
- INDOT Pre-Qualification Certificates and Certified HMA Producer Certificates
- Acknowledgment of Addenda (if necessary)
- Written Plan for an Employee Drug Testing Program (if necessary)

All of the items above shall be submitted fully filled out and executed, as part of the Contractor's bid proposal.

IB-5 REQUIRED CONTRACT DOCUMENTATION

The successful Contractor shall submit the following executed documents within ten (10) days after the date of the written notification of awarding the contract:

- Proof of Insurance
- Payment Bond
- Performance Bond
- E-Verify documentation (Except that the Employment Eligibility Certification is submitted with the bid)

The successful Contractor shall, in addition to the above, furnish a Maintenance Bond before final payment will be made by the Owner.

IB-6 BID SECURITY

The Contractor shall furnish, as part of their bid, a certified check, a cashier's check, or a satisfactory bid bond in an amount of not less than five percent (5%) of the total amount of the bid, made payable to the Town of Milford. Each certified check shall be certified by a reputable bank doing business in the State of Indiana. Certified checks, cashier's checks, or bid bonds will be returned to bidders whose bids are rejected after an acceptable contract has been signed.

If the successful Bidder does refuse or neglect to enter into Contract with the Owner within ten (10) days from the time he has been notified of the acceptance of their bid, said check or bond shall be forfeited to the Owner as liquidated damages for failure to do so.

IB-7 PROOF OF INSURANCE

Prior to commencing the work, the Contractor shall obtain and thereafter keep in force insurance coverages as specified in Section 103 of the INDOT Standard Specifications.

The Contractor shall not commence work until he has obtained all insurance specified herein, has filed with the Owner one (1) copy of the 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 the certificate again filed with the Owner.

All insurance provided for under this section shall be written by insurance companies licensed to do business in Indiana and countersigned by a registered Indiana agent. The insurance company shall file with the Owner, one (1) copy of the 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.

IB-8 PAYMENT BOND

The Contractor shall furnish a Payment Bond properly executed by a Corporate Surety satisfactory to the Owner in the penal sum of not less than one hundred percent (100%) of the Contract Price and shall promptly make payments of all amounts due to all Claimants, then this obligation shall be void; otherwise, to remain in full force, virtue, and effect. Claimant shall mean any subcontractor, material supplier or the person, firm, or corporation furnishing materials or equipment for or performing labor or services in the prosecution of the work provided in such an agreement, including lubricants, oil, gasoline, repairs on machinery, and tools, whether consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work.

IB-9 PERFORMANCE BOND

The Contractor shall furnish a Performance Bond properly executed by a Corporate Surety satisfactory to the Owner in the penal sum of not less than one hundred percent (100%) of the total amount of the Proposal for all work for the period extending for one (1) year beyond the date of final acceptance.

IB-10 E-VERIFY REQUIREMENTS

In compliance with the Senate Enrolled Act No. 590 (SEA 590), 117th General Assembly (2011), effective July 1, 2011, the Contractor hereby agrees:

- That with respect to hire, tenure, terms, conditions, or privilege 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 knowingly employ illegal immigrants.
- The Contractor, subcontractor, or any person acting on behalf of such Contractor or subcontractor shall enroll and electronically verify the identity and employment eligibility of newly hired employees using the U.S. Citizenship and Immigration Services E-Verify system, <https://e-verify.uscis.gov/emp/>.
- Within ten (10) business days of notification by Owner, the apparent lowest responsive and responsible Bidder will be required to submit documentation showing its employees are eligible for employment in the United States through E-Verify, as conditions to such Bidder being found by the Owner to be a responsible Bidder.
- The Contractor shall become familiar with all other applicable sections of SEA 590 and adhere to all provisions of the Act.

- This Contract may be canceled or terminated by the Owner, and all money due or to become due to the Contractor hereunder may be forfeited for violation of the terms or conditions of this section of the Contract.

IB-11 MAINTENANCE BOND

The successful Contractor shall, in addition to the above, furnish a Maintenance Bond (form attached) before final payment will be made by the Owner, in an amount at least equal to thirty percent (30%) of the contract price, guaranteeing for a period of two (2) years beyond the date of the expiration of the Performance Bond that all workmanship and materials entered into the contract are in accordance with the Plans and Specifications. Each contractor shall remove any defects due to faulty workmanship and/or materials and shall pay for any damage to other work resulting therefrom, which shall appear within the guarantee period.

IB-12 CONTRACT TIME

Anticipated Award Date for this Contract is June 12, 2023. The anticipated Notice to Proceed date is on or after July 10, 2023.

The schedule for the completion of the work included in this contract including incidentals and clean up, shall be governed on a Completion Date basis.

- Substantial completion for this project shall be October 13, 2023
- Final completion for this project shall be October 27, 2023.

The Contractor and Owner acknowledge and agree that the time allotted by this Agreement for the performance and completion of the Work is reasonable and takes into account any and all risks and adverse conditions assumed by the Contractor hereunder.

IB-13 LIQUIDATED DAMAGES

For each calendar day that work shall remain incomplete after the specified Completion Dates, a sum of \$1,000.00 per each day of overrun will be assessed as liquidated damages, not as a penalty, but as damages sustained for each calendar day on which work is not completed. Liquidated damages will be deducted from any money due to the Contractor.

Adjustments to the contract payment with respect to liquidated damages will be assessed by written notification from the Owner and accordingly deducted from the Contractor's progress billing and final invoice.

CONTRACT SPECIFICATIONS

SPECIAL PROVISIONS

SP-1 **GENERAL**

The following Special Provisions are in addition to the Indiana Department of Transportation's Standard Specifications dated 2022. These Special Provisions shall govern over the Standard and Supplemental Specifications.

The Town of Milford Town Standards drawings are available for reference on the Town's website at milford-indiana.org or by contacting the Street Superintendent.

"Standard Specifications" shall mean the Indiana Department of Transportation Standard Specifications dated 2022, effective for lettings on or after September 1, 2021, together with the most recently published Supplemental Specifications and all applicable Indiana Department Standard drawings that are available on INDOT's Website.

SP-2 **SCOPE OF WORK**

The work called for under these specifications, includes the furnishing of all labor, materials, equipment, appurtenances, and means of conveyance for all materials and equipment necessary for the construction of the following project:

Town of Milford
2023-1 Community Crossings Paving Projects
Town of Milford, Indiana

All work is to be completed in accordance with these Contract Documents and Special Provisions as approved by the Owner and within the pay items provided. All work shall be coordinated with and done at the discretion of the Owner.

These projects primarily consist of 1-1/2" HMA Mill & Overlay Paving Projects and associated work items, such as ADA ramp improvements, of various streets throughout the Town of Milford.

SP-3 **WORK TO INCLUDE**

1. Perform shoulder grading throughout the project limits along both edges of roadway. All scope details described below and the cost of any other associated items such as the required excavation/grading, legal disposal, and BMPs shall be considered incidental to the cost of the other pay items provided in the Schedule of Values. Coordinate operations with Owner.
 - a. Straight-line edges of roadway to better define traveled way and expose full limits of existing roadway.

- b. Lower earth shoulders to ensure stormwater drains off of roadway after proposed paving is completed.
 - c. Properly clean roadway and legally dispose of any excavated materials and debris.
 2. For some subprojects, remove existing sidewalk and replace with new ADA compliant concrete sidewalk according to INDOT Standard Specifications, Section 604. Coordinate operations and locations with Owner.
 - a. All required tasks to accomplish this, such as removal and legal disposal, subgrade prep, bed course as needed, and installation of new sidewalks, shall be included in the cost of the 4" Sidewalk pay item. Estimated quantities of 4" Sidewalk have been included in the Schedule of Values.
 - b. All required restoration work including regrading, placement of topsoil, seeding, etc. shall be considered incidental to the cost of the 4" Sidewalk.
 3. For some subprojects, remove existing sidewalk and/or ramps and replace with new ADA complaint Curb Ramps with Detectable Warning surfaces according to INDOT Standard Specifications, Section 604. Coordinate operations and locations with Owner.
 - a. All required tasks to accomplish this, such as removal and legal disposal, subgrade prep, bed course as needed, and installation of new ramps, shall be included in the cost of the Curb Ramps, Includes Detectable Warning pay item. Estimated quantities of Curb Ramps, Includes Detectable Warning have been included in the Schedule of Values.
 - b. All required restoration work including regrading, placement of topsoil, seeding, etc. shall be considered incidental to the cost of the Curb Ramps, Includes Detectable Warning pay Item.
 4. Perform machine milling at a minimum depth of 1.5 inches in accordance with INDOT Standard Specifications, Section 306. An estimated quantity of milling has been included in the Schedule of Values. Coordinate operations and limits with Owner.
 - a. Paving limits shall be the full width of identified street from the specified beginning termini to the specified ending termini per the Schedule of Values for the identified streets.
 - b. All approaches (driveways, commercial approaches, or intersecting public road approaches), are to be milled accordingly to provide an acceptable transition.
 - c. Associated costs for incidental tasks such as saw cutting, that may be required for clean suitable joints, shall be incidental to the cost of the Mill 1.5" pay item.
 5. Remove millings and mechanically clean pavement prior to paving.
 6. Furnish and apply Tack Coat (minimum rate of 0.06 gal/syd) according to INDOT Standard Specifications, Section 406.
 7. Furnish and place HMA Wedge and Level, Type B according to INDOT Standard Specifications, Section 402 to build structure and ensure stormwater drainage of street segment.
 8. Furnish and apply Tack Coat (minimum rate of 0.06 gal/syd) according to INDOT Standard Specifications, Section 406.
 9. Furnish and place 1.5" of compacted depth HMA 9.5mm Surface Type B according to INDOT Standard Specifications, Section 402.
 - a. Paving at any pedestrian sidewalks and/or ramp locations shall be such to insure a smooth, fully traversable, and ADA compliant profile upon completion of operations. The associated costs to accomplish this shall be incidental to the HMA pay items provided in the Schedule of Values.
 - b. For any voids, holes, or depressions present that are deeper than one (1) inch, a scratch coat wedge & level course shall be placed and compacted to fill them prior to the HMA overlay surface course. This work will be paid for at the contract unit price for the HMA pay items provided in the Schedule of Values.
 - c. Approaches shall be paved at a minimum of two (2) feet from the edge of mainline pavement, regardless of transitioning required, at all driveways, commercial approaches, and mailboxes.

Approaches shall be paved a minimum of fifteen (15) feet from the edge of mainline pavement, regardless of transitioning required, for all intersecting roadways. This work will be paid for at the contract unit price for the HMA pay items provided in the Schedule of Values.

10. Furnish and place HMA for Approaches, Type B for intersecting public road approaches, according to INDOT Standard Specifications, Section 610. Coordinate operations and limits with Owner.
 - a. All approaches are to be milled accordingly to provide an acceptable transition.
 - b. A minimum depth of 165 #/syd is required for transition areas.
11. Adjust castings to grade, including items such as valve boxes, manhole lids, and inlet grates, according to INDOT Standard Specifications Section 720, to the same plane as the finished HMA surface. Associated costs shall be considered incidental to the cost of the other pay items provided in the Schedule of Values.
12. An undistributed quantity of Compacted Aggregate #73 has been included on some sub-projects if needed for the use of transitioning aggregate approaches and shoulders. Coordinate use with Owner.

SP-4 INSPECTION AND VERIFICATION OF WORK

The Town of Milford shall have the right to reject defective materials and/or workmanship. Material and/or workmanship not in conformance with the specifications will be considered defective.

Rejected materials and/or workmanship, at no additional cost to the Town of Milford, shall be satisfactorily corrected in place, or replaced with work conforming to the specifications, or subject to an appropriate adjustment in price, at the discretion and approval of the Town of Milford.

All necessary construction engineering layout work shall be performed by the Contractor at his expense and subject to the approval of the Owner.

In addition to the procedure for verification of work performed as described in these Specifications and/or Special Provisions, the Contractor shall lend whatever necessary assistance the Owner may request with respect to verification of work performed.

SP-5 PRECONSTRUCTION MEETING

Contractor shall schedule a Preconstruction Meeting with the Owner upon notice of award and prior to performing any work. The Contractor is to provide a construction schedule of critical path items at this meeting and a minimum two-week notice shall be given to the Owner prior to mobilization to the site.

SP-6 NOTICE TO PROCEED

No work shall commence until the written Notice to Proceed is provided by the Owner.

All work, including punch list, cleanup, and demobilization from the site, shall be completed within ninety (90) calendar days of initiation of work operations.

SP-7 FINAL CLOSEOUT OF PROJECT

Final Closeout is achieved when all project documentation is received from the Contractor. The Contractor shall have 30 calendar days after all construction activities have been completed to provide all final closeout documentation to the Owner. In the event final closeout documents are not received by the Owner from the Contractor within 30 calendar days, Liquidated Damages will be assessed and recovered at the rate of \$500.00 per calendar day until all required documentation has been received.

SP-8 UTILITY COORDINATION

Contractor shall note that utility coordination was not performed and therefore the status and locations of existing utilities is unknown. Contractor shall be solely responsible for utility coordination with any applicable utility, including tasks such as verifying existing utilities, and shall take any potential impacts into consideration regarding scheduling and coordinating of the Contractor's activities to complete the project by the contract completion date. Contractor will not be eligible for any reimbursement or compensation resulting from utility related impacts.

SP-9 HOT MIX ASPHALT (HMA) OVERLAY

The HMA overlay shall not be placed until all new pavement areas within the project limits, including mainline, approaches, and areas of incidental construction, have been completed and are ready, in the opinion of the Owner, for the HMA overlay. This includes proper mechanical cleaning of the pavement and grading the edges of the roadways to straight-line the edges to better define the traveled way and to fully expose the existing roadway limits.

SP-10 HMA, INDOT SECTION 402

The Indiana Department of Transportation (INDOT) Standard Specifications, Section 402, shall apply with the exceptions as noted herein. The 2022 version of the INDOT Specifications and Recurring Special Provisions are applicable.

CONTRACTOR shall be required to submit INDOT Approved HMA mix designs prior to the preconstruction meeting.

All HMA mixes will be accepted by a Type D certification in accordance with INDOT Section 402. The temperature of each mixture at the time of spreading shall not be more than 18°F below the maximum temperature as shown on the JMF.

SP-11 MAINTENANCE OF TRAFFIC

Unless otherwise directed or permitted by the Owner, the Contractor shall arrange and prosecute the work specified for this contract in accordance with all applicable provisions of 104.04, 107, 801 and 923 of the 2022 Standard Specifications, the latest revised Standard of Detour Signs and Sign Design Details of the Indiana Department of Transportation Standards, the Indiana Manual on Uniform Traffic Control Devices, and as set out herein.

Contractor shall maintain access to local traffic and emergency services at all times. The Contractor shall develop their construction schedule a minimum of two weeks prior to the start of construction operations. This schedule shall be developed by directly coordinating with applicable school district transportation department and emergency services personnel, (including but not limited to Police, Fire, EMS) so as not to interfere with their normal operations. Contractor shall be responsible for notifying all noted entities, including the Owner, of any changes as construction progresses. Notification of the general public shall be required by the Contractor and may be accomplished by the use of signage and coordination with the Owner or through other means as approved by the Owner.

SP-12 MOBILIZATION AND DEMOBILIZATION

This Work shall consist of all Work necessary for the movement of personnel and equipment to and from the project site and for the establishment and removal of all facilities necessary to the performance of the Work.

The Contractor shall clean up and properly dispose of any excess materials and debris resulting from the work prior to demobilizing from the site.

SP-13 PROTECTION OF EXISTING FACILITIES

The Contractor shall not damage drives, sidewalks, roads, or any other existing facilities that are not designated for removal. Contractor shall be responsible for repairing and/or replacing any damaged items as a result of carrying out the work. No direct payment will be made for this Work and the cost shall be included in the costs of other items of the contract. All areas not designated for removal which are damaged by the Contractor shall be restored to their pre-existing condition or better.

SP-14 MATERIAL SAMPLING, TESTING, AND ACCEPTANCE

Material sampling and testing frequency and basis for use of materials shall be in accordance with the INDOT 2023 Frequency Manual.

All materials such as aggregate, ready mixed concrete, and HMA materials used for the project shall be produced from a supplier listed on the INDOT Approved Materials List.

The Contractor shall engage a third-party testing firm, if necessary, to provide required testing for any items such as concrete, stone, and soils. The cost of providing samples and testing will not be paid for directly but will be included in the cost of other items.

The Contractor shall provide copies of material documentation such as weigh tickets, sampling and testing reports, and certifications to the Owner on the day such work was complete or performed. Failure to provide these reports in a timely manner shall permit the Owner to withhold progress payments.

SP-15 MEASUREMENT AND PAYMENT

The quantities shown in the bid documents are believed to be sufficient to complete the specified work; however, they are approximate and are shown for the purpose of comparing bids. Payment to the Contractor will be made only for those quantities of work actually completed and accepted in accordance with the specifications.

Contractor shall monitor quantities utilized throughout the construction operations to ensure that the project budget/award amount is not exceeded. Should the Contractor foresee a reason that this cannot be achieved, the Owner is to be notified and a resolution reached prior to performing the work.

The quantities for payment shall be determined from weight tickets or shipping bills furnished by the contractor for each shipment of material to the project, and upon field measurements as agreed upon by the Contractor and the Owner. Daily records of all quantities and weigh tickets must be maintained by Contractor and shared with the Owner on a daily basis.

Payment will be made to the Contractor for the accepted quantities of work at the contract bid price per unit. No payment for quantities in excess of those shown in the bidding documents will be made to the Contractor without prior written approval from the Town of Milford authorizing such additional quantities.

The cost of any tasks that are not specifically called out in the Schedule of Values are to be included in the cost of the other pay items.

Contractor shall provide a final record detailing all materials and quantities utilized per each individual pay item on each road segment/subproject per the associated Schedule of Values.

PROPOSAL

To the Town Council of the Town of Milford, State of Indiana; hereinafter referred to as Owner:

Town of Milford
2023-1 Community Crossings Paving Projects
Town of Milford, Indiana

Pursuant to the legal notice that sealed bids for the above project will be received by the Town of Milford.

The undersigned hereby tenders this bid to construct the work in accordance with the construction documents, specifications, and all authorized revisions for this contract which are on file in the offices of the Town of Milford; 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 amount of not less than **One Hundred Percent (100%)** of the amount of the contract price, for the unit prices given on the attached Itemized Bid dated April 25th, 2023.

Together with this PROPOSAL, the undersigned has:

- A. Filed an Acknowledgment of Receipt of Addenda herewith for each Addendum issued;
- B. Executed the Agreement filed herewith, with inserted dates, contract amounts, and partially executed;
- C. Filed an Itemized Bid with a unit price for each item listed, together with a total amount for all items, based upon the unique characteristics of this contract;
- D. Executed the Form No. 96 filed herewith;
- E. Filed a properly executed Bid Bond or certified check, made payable to the Town of Milford, herewith in an amount equal to five percent (5%) of the contract price;
- F. Filed a current Financial Statement herewith (as part of Form 96);
- G. Filed an Employment Eligibility Certification Form herewith.
- H. Filed INDOT Pre-Qualification Certificates and Certified HMA Producer Certificates
- I. Filed a Written Plan for an Employee Drug Testing Program (if necessary)

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

Witness our hand this _____ day of _____, 2023

Firm Name _____

Address _____

By _____

(Signature)

Name _____

(Printed)

Title _____

(Printed)

E-Mail _____

(Printed)

MILFORD CCMG - 2023-1

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
10	Mobilization	1.000	LS		
20	Mill 1.5"	868.000	SY		
30	165#/sy HMA 9.5mm Surface Type B	75.000	TN		
40	Tack Coat	53.000	GAL		
50	Maintaining Traffic	1.000	LS		
First St. - From S. Elm St. to S. Maple St. Total					

90	Mobilization	1.000	LS		
100	Mill 1.5"	868.000	SY		
110	165#/sy HMA 9.5mm Surface Type B	75.000	TN		
120	Tack Coat	53.000	GAL		
130	Maintaining Traffic	1.000	LS		
First St. - From S. Maple St. to S. Higbee St. Total					

180	Mobilization	1.000	LS		
190	Milling 1.5"	830.000	SY		
200	165#/sy HMA 9.5mm Surface Type B	70.000	TN		
210	Tack Coat	50.000	GAL		
220	Maintaining Traffic	1.000	LS		
230	Install Inlet	1.000	EA		
Catherine St. - From Elm St. to Maple St. Total					

250	Mobilization	1.000	LS		
260	Mill 1.5"	805.000	SY		
270	165#/sy HMA 9.5mm Surface Type B	70.000	TN		
280	Tack Coat	49.000	GAL		
290	Maintaining Traffic	1.000	LS		
Catherine St. - From Maple St. to Higbee St. Total					

330	Mobilization	1.000	LS		
340	Mill 1.5"	770.000	SY		
350	165#/sy HMA 9.5mm Surface Type B	65.000	TN		
360	Tack Coat	47.000	GAL		
370	Maintaining Traffic	1.000	LS		
380	Curb Ramps, Includes Detectible	50.000	SY		
390	4" Sidewalk	60.000	SY		
Fourth St. - From N. Higbee St. to N. West St. Total					

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
420	Mobilization	1.000	LS		
430	Milling 1.5"	1,005.000	SY		
440	165#/sy HMA 9.5mm Surface Type B	85.000	TON		
450	Tack Coat	61.000	GAL		
460	Maintaining Traffic	1.000	LS		
Fourth St. - From N. West St. to N Henry St. Total					

500	Mobilization	1.000	LS		
510	Mill 1.5"	1,070.000	SY		
520	165#/sy HMA 9.5mm Surface Type B	85.000	TN		
530	Tack Coat	65.000	GAL		
540	Maintaining Traffic	1.000	LS		
Fourth St. - From N. Henry St to N. Main St. Total					

560	Mobilization	1.000	LS		
570	Milling 1.5"	1,440.000	SY		
580	165#/sy HMA 9.5mm Surface Type B	120.000	TN		
590	Tack Coat	87.000	GAL		
600	Maintaining Traffic	1.000	LS		
Lara Cir. - From Mathews Dr. to Cul-De-Sac Total					

650	Mobilization	1.000	LS		
660	Mill 1.5"	850.000	SY		
670	165#/sy HMA 9.5mm Surface Type B	70.000	TON		
680	Tack Coat	51.000	GAL		
690	Maintaining Traffic	1.000	LS		
Mathews Dr. - From Lura Cir. to Kinwood Dr. Total					

720	Mobilization	1.000	LS		
730	Mill 1.5"	827.000	SY		
740	165#/sy HMA 9.5mm Surface Type B	65.000	TN		
750	Tack Coat	50.000	GAL		
760	Maintaining Traffic	1.000	LS		
Kinwood Dr. - From W. Syracuse St. to Mathews Dr. Total					

780	Mobilization	1.000	LS		
790	Mill 1.5"	1,330.000	SY		
800	165#/sy HMA 9.5mm Surface Type B	110.000	TN		
810	Tack Coat	80.000	GAL		
820	Maintaining Traffic	1.000	LS		
Kinwood Dr. - From Mathews Dr. to Dead End Total					

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
840	Mobilization	1.000	LS		
850	Mill 1.5"	5,591.000	SY		
860	165#/sy HMA 9.5mm Surface Type B	465.000	TN		
870	Tack Coat	336.000	GAL		
880	Maintaining Traffic	1.000	LS		
890	Gravel Shoulder Along pond	75.000	TN		
Turkey Creek Ln. - From S. Higbee St. to S. Main St. Total					

Bid Total

\$0.00

ITEMIZED PROPOSAL

To the Town Council of the Town of Milford, State of Indiana; hereinafter referred to as Owner:

Town of Milford

2023-1 Community Crossings Paving Projects

Town of Milford, Indiana

First St. – From S. Elm St. to S. Maple St.	\$ _____
First St. – From S. Maple St. to S. Higbee St.	\$ _____
Catherine St. – From Elm St. to Maple St.	\$ _____
Catherine St. – From Maple St. to Higbee St.	\$ _____
Fourth St. – From N. Higbee St. to N. West St.	\$ _____
Fourth St. – From N. West St. to N. Henry St.	\$ _____
Fourth St. – From N. Henry St. to N. Main St.	\$ _____
Lara Cir. – From Matthews Dr. to Cul-De-Sac	\$ _____
Matthews Dr. – From Lara Cir. to Kinwood Dr.	\$ _____
Kinwood Dr. – From W. Syracuse St. to Matthews Dr.	\$ _____
Kinwood Dr. – From Matthews Dr. to Dead End	\$ _____
Turkey Creek Ln. – From S. Higbee St. to S. Main St.	\$ _____

TOTAL INSTALLATION BID:\$ _____

The Town of Milford reserves the right to reject any or all proposals and to waive technicalities therein, to delete any item or items, and to award a contract based on the quote that serves the best interest of the Town of Milford.

The Town of Milford intends to make the award on this contract **to the lowest responsible and responsive bidder**. However, the Town Council of the Town of Milford reserves the right to reject any proposal, to waive technicalities or irregularities therein, to delete any bid item or items and to award a contract on the proposal that in their judgment is most advantageous to the Town of Milford.

NAME OF FIRM: _____

AUTHORIZED SIGNATURE: _____

STARTING DATE: _____

COMPLETION DATE: _____

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement is made this ____ day of _____, 2023, by and between the Town Council of the Town of Milford, Indiana ("Owner") and _____ ("Contractor"), for the project known as Town of Milford 2023-1 Community Crossings Paving Projects (the "Project"). Owner and Contractor agree as set forth below:

1. **THE WORK.** The intent of the Agreement is to provide for the construction and completion in every detail of the work described. Contractor shall provide all materials, labor, tools, equipment, supplies, safety equipment, transportation and supervision necessary to perform, and shall perform, the work generally described as follows, in a good and workmanlike manner and in accordance with the Contract Documents, (as hereinafter defined) as necessary to produce the results intended by the Contract Documents (all hereinafter called the "Work"):

A. **SUPERVISION AND CONSTRUCTION PROCEDURES.** Contractor shall supervise and direct the Work using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. Contractor shall be responsible to Owner for the acts and omissions of Contractor's employees, subcontractors, material suppliers, laborers, equipment lesser and all other persons performing portions of the Work. Contractor shall be responsible for the inspection of Work performed under the Contract Documents to determine that the Work is in proper condition to receive subsequent Work.

B. **LABOR AND MATERIALS.** Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

C. **SUBCONTRACTORS.** Before construction commences, Contractor shall furnish in writing to Owner the names of all persons or entities proposed for each principal portion of the Work and their respective contract sums. Contractor shall not contract with a proposed person or entity to whom Owner has made a reasonable objection. Contractor shall not change a subcontractor, person or entity previously selected if Owner makes reasonable objection to such change. By appropriate agreement, Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to Contractor by the terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor, by the Contract Documents, assumes toward Owner. Each subcontract shall preserve and protect the rights of Owner under the Contract Documents with respect to the Work to be performed by the subcontractor so that subcontracting thereof will not prejudice such rights. Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound. Each subcontract for a portion of the Work is contingently assigned by Contractor to Owner; however, such assignment is effective only after termination of this Agreement by Owner and only for those subcontracts which Owner accepts by notifying the subcontractor in writing.

D. REPRESENTATIONS. Contractor represents and warrants the following to Owner as a material inducement to Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work:

- 1) Contractor is able to furnish the tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
- 2) Contractor has visited the site of the Project and is familiar with the local conditions under which the Work is to be performed and has correlated observations with the requirements of the Contract Documents; and
- 3) Contractor possesses a high level of experience and expertise in the business administration, construction and superintendence of projects of the size, complexity and nature of the Project involving, among other things, the Work to be performed hereunder, and will perform the Work with the care, skill and diligence of such a contractor.
- 4) Contractor has not, nor has any other member, representative, agent, or officer of the firm, company, corporation, or partnership represented by the Contractor:
 - (a) employed or retained any company or person, to solicit or secure this Agreement;
 - (b) entered into or offered to enter into any combination, collusion, or agreement to receive or pay and that the Contractor has not received or paid, any fee, commission, percentage, or any other consideration, contingent upon or resulting from the award of and the execution of this Agreement, excepting such consideration and subject to the terms and conditions expressed upon the face of the within Agreement.

For a breach or violation of this representation, the Owner shall have the right to cancel this Agreement without liability and to recover, at the election of the Owner, any and all monies or other consideration paid hereunder.

E. WARRANTY. Contractor warrants to Owner that the materials and equipment furnished under the Contract Documents shall be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

It is understood and agreed that the foregoing warranties shall not affect, limit or impair Owner's right against Contractor with regard to latent defects in the Work which does not appear within the applicable warranty period following acceptance of the Work and which could not, by the exercise of reasonable care and due diligence, be ascertained or discovered by Owner within such warranty period.

2. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement, the Plans and Specifications attached hereto as Exhibit A, the Contractor's Proposal, any and all documents prepared by the

Owner or the Owner's representative prior to bidding which are incorporated by reference and any written modifications and addenda issued after execution of this Agreement. The Indiana Department of Transportation, Standard Specifications dated 2022 ("Standard Specifications") shall be used in conjunction with the Contract Documents. All references in the Contract Documents to the "Commissioner," "Department," "Indiana Department of Transportation," "Director," "Engineer," and/or "Chief Highway Engineer" shall be interpreted to refer and mean the Owner.

Contractor shall promptly call to the attention of Owner any discrepancy or conflict in the Contract Documents that affect its Work. The coordination of the Contract Documents shall be in accordance with Section 105.04 of the Standard Specifications. In the event of conflict or discrepancies between and among the Contract Documents, figure dimensions shall take precedence over scale measurements, large scale details shall take precedence over small scale plans or drawings, and plans or drawings of a later date shall take precedence over those of an earlier date. Any part of the Work shown on the Plans but not specifically mentioned in the Specifications, or vice versa, shall be considered as part of the Work as though included in both. Likewise, the Work to be undertaken by Contractor shall include all incidental work necessary as customarily done for the completion of the Project even though it may not be specifically described in the Specifications or Plans.

Contractor has carefully studied and compared all of the Contract Documents with each other and with information furnished by Owner and has reported to Owner all errors, inconsistencies or omissions. Contractor shall have no rights against Owner for errors, inconsistencies, or omissions in the Contract Documents unless Contractor recognized such error, inconsistency or omission and reported it prior to the date of this Agreement. Contractor shall perform no construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents. Contractor warrants and represents to Owner that the Plans and Specifications for the Work are suitable and adapted for said Work and agrees that it will perform the Work and complete the same to the satisfaction of Owner.

3. CONTRACT SUM AND PAYMENTS. Owner agrees to pay Contractor for the performance of the Work, for the actual amount of work done and materials in place as measured by the Owner, at the unit prices submitted by the Contractor on the Itemized Proposal accepted by the Town Council of the Town of Milford, Indiana on _____ in the sum of _____ ("Contract Sum"), which is attached hereto as Exhibit B and made a part of this Agreement.

The Contract Sum, including authorized adjustments or Owner approved change orders, is the total amount payable by Owner to Contractor for performance of the Work under the Contract Documents. In determining the Contract Sum, Contractor has taken into account the level of completeness of the Contract Documents and has exercised its best skill and efforts to make (1) appropriate judgments and inferences in connection with the requirements of the Contract Documents, and (2) all inquiries to clarify the Contract Documents as necessary to calculate and establish the Contract Sum.

A. APPLICATIONS FOR PAYMENT. All payments provided herein are subject to funds as provided by Owner and the laws of the State of Indiana. The Owner shall make payments on account of the Agreement, upon acceptance of Application for Payment for labor and materials incorporated in the Work at the rate of Ninety percent (90%) of such value of the Work until the Work is substantially completed. The Contractor will be paid Ninety percent (90%) of the monthly estimate, the remaining ten percent (10%) will be retained by the Owner. No partial payment will be made nor estimates submitted when the total value of the Work done since the last estimate amounts to less than \$500.00. Any amount withheld as

retainage by the Owner will be held until the final completion and acceptance of the work and will be paid with final payment.

Progress payments will be due on the first day of the month and will be paid monthly. At least ten (10) days before the date established for each progress payment, Contractor shall submit to Owner an itemized Application for Payment for operations completed in accordance with the Progress Schedule. Such Application for Payment shall be supported by such data substantiating Contractor's right to payment as Owner may require, such as copies of requisitions from subcontractors and material suppliers.

Before the first Application for Payment, Contractor shall submit to Owner a proposed Progress Schedule allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as Owner may require. This Progress Schedule, once approved by Owner, shall be used as a basis for reviewing Contractor's Applications for Payment.

Owner reserves the right to inspect the Project and approve the progress of Work completed to the date of the Application for Payment. Prior to making said payment, Contractor shall submit to Owner an Affidavit and partial Waiver of Lien, and/or partial waivers from subcontractors and material suppliers, in form and content satisfactory to Owner, stipulating that all costs for labor and materials incurred in the previous month have been paid to subcontractors, material suppliers, laborers and equipment lessors. An Application for Payment shall not include requests for payment of amounts Contractor does not intend to pay to a subcontractor or material supplier.

In no instance shall payments exceed Ninety percent (90%) of the net value of stored materials or equipment. The requirements for storage and payment for such designated materials shall follow the requirements of the Contract Documents.

B. PAYMENT OF SUBCONTRACTORS. The Contractor agrees to assume and does assume full and exclusive responsibility for the payment of subcontractors in compliance with Ind. Code § 36-1-12-13. The Agreement is expressly made an obligation covered by the Contractor's Payment Bond and Performance Bond obligation. The obligation of the surety shall not in any way be affected by the bankruptcy, insolvency, or breach of contract of the Contractor.

The making of an incorrect certification by the Contractor shall be considered a substantial breach of contract on the part of the Contractor. Based on a breach of contract, the Owner may, in addition to all other remedies, withhold all payments not yet made and recover all payments previously made less that amount which has actually been paid to subcontractors by the Contractor. The obligation is hereby created on the part of the Contractor to return all such payments previously made in such case. Upon receipt of a progress payment, Contractor shall pay promptly all valid bills and charges for materials, equipment, labor and other costs in connection with or arising out of the Work and will hold Owner free and harmless from and against all liens and claims of liens for such materials, equipment, labor and other costs, or any of them, filed against the Project or the site, or any part thereof, and from and against all expenses and liability in connection therewith including, but not limited to, court costs and attorneys' fees. Should any lien or claim of lien be filed of record against the Project or the site, or should Owner receive notice of any claim or of any unpaid bill in connection with the Work, Contractor shall forthwith either pay or discharge the same and cause the same to be released of record or shall furnish Owner with appropriate indemnity in form and amount satisfactory to Owner.

C. WITHHOLDING OF PAYMENT. If any claim or lien is made or filed with or against Owner, the Project, the real estate, or contract proceeds by any person claiming that Contractor or any subcontractor

or any person for whom Contractor is liable has failed to make payment for labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work, or if at any time there shall be evidence of such non-payment or of any claim or lien which is chargeable to Contractor, or if Contractor or any subcontractor or other person for whom Contractor is liable causes damages to the Work, or if Contractor fails to perform or is otherwise in default under any of the terms or provisions of the Contract Documents, Owner shall have the right to retain from any payment then due or thereafter to become due an amount which it deems sufficient to (1) satisfy, discharge and/or defend against such claim or lien or any action which may be brought or judgment which may be recovered thereon, (2) make good any such non-payment, damage, failure or default, and (3) compensate Owner for and indemnify him against any and all losses, liability, damages, costs, and expenses, including attorneys' fees and disbursements which may be sustained or incurred in connection therewith. Owner shall have the right to apply and charge against Contractor so much of the amount retained as may be required for the foregoing purposes. If the amount retained is insufficient therefore, Contractor shall be liable for the difference.

If Owner withholds any payment, partial or final; from Contractor, Owner may, but shall not be obligated or required to, make direct or joint payment on behalf of Contractor for any part or all of such sums due and owing to said subcontractors, material suppliers, equipment lessors and/or laborers for their labor, materials or equipment furnished to the Project, not to exceed the Contract Sum remaining due and owing to Contractor, and charge all such direct payments against the Contract Sum; provided, however, that nothing contained in this paragraph shall create any personal liability" on the part of Owner to any Subcontractor, material supplier, equipment lessor or laborer, or any direct contractual relationship between Owner and them.

D. FINAL PAYMENT. When the Contractor completes the work in accordance with the Contract Documents and in an acceptable matter as determined by the Engineer, the Contractor will prepare a final estimate for the work performed and will furnish the Engineer with a copy of the final estimate. Final payment shall not become due until Contractor submits (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which Owner or Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents will remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to Owner, (3) a written statement that Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, and (5) affidavit and waiver of liens from all subcontractors, material suppliers and equipment suppliers used in the prosecution of the work.

The Engineer, acting on behalf of the Owner, will then certify to the County Auditor the balance due the contractor and the certificate will be deemed evidence of final acceptance of the completed Agreement by the Owner. Owner will make final payment to the Contractor within sixty (60) days after final acceptance and completion of the Agreement. Final payment may not be made on any amount that is in dispute, but final payment may be made on the part of the Contract Sum or those amounts not in dispute. Acceptance of final payment by Contractor shall constitute a waiver of claims by Contractor except those previously made in writing and identified by Contractor as unsettled at the time of final payment.

E. INTEREST. Unless otherwise expressly provided in the Contract Documents, payments due to Contractor under the terms of the Contract Documents and unpaid shall bear no interest and Contractor shall be entitled to no interest, statutory or otherwise. In the event Owner is entitled to withhold payment

under the Contract Documents, or in the event of a good faith dispute between Owner and Contractor, no interest shall accrue.

4. DATE OF COMMENCEMENT AND COMPLETION. Contractor shall commence work promptly upon receipt of written notice from Owner to proceed with the Work, and Contractor shall achieve completion in accordance with the Contract Documents, subject to the Road Closure limitations and any adjustments authorized by Owner ("Contract Time"). The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined. Time limits stated in the Contract Documents are of the essence of this Agreement. By executing this Agreement, Contractor confirms that the Contract Time is a reasonable period for performing the Work. Contractor shall not knowingly, except by agreement or instruction of Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by the Contract Documents.

A. **COMMENCEMENT.** It is not incumbent upon Owner to notify Contractor when to begin (other than the notice to proceed), cease or resume Work, to give early notice of the rejection of faulty Work, nor in any way to superintend so as to relieve Contractor of responsibility or of any consequence of neglect or carelessness by Contractor or its subordinates. All materials and labor shall be furnished at such time as shall be for the best interest of all trades concerned, to the end that the combined Work of all may be properly and fully completed in accordance with the progress schedule.

5. MISCELLANEOUS PROVISIONS.

A. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Indiana.

B. **SUCCESSORS AND ASSIGNS.** Owner and Contractor respectively bind themselves, their successors, assigns and legal representatives to the other party hereto in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to this Agreement shall assign this Agreement without the written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under this Agreement.

C. **WRITTEN NOTICE.** Written notice shall be deemed to have been duly served if delivered in person to the individual or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

D. **RIGHTS AND REMEDIES.** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law. No act or failure to act by Owner or Contractor shall constitute a waiver of a right or duty afforded them under this Agreement, nor shall such action or failure to act constitute approval of or acquiescence thereunder.

6. ENTIRE AGREEMENT. The Contract Documents form the Contract for Construction and represent the entire and integrated agreement between the parties hereto and supersede any and all prior negotiations, representations, or agreements, whether written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between Owner and any subcontractor or (2) between any persons or entities other than Owner and Contractor.

IN WITNESS WHEREOF, the Contractor does hereby accept the foregoing agreement and has hereunder set his hand this _____ day of _____, 2023.

Contractor: _____
(Business Name)

By: _____
(Signature)

(Printed)

(Title)

STATE OF INDIANA) SS:
COUNTY OF _____

Before me, the undersigned notary public, on this _____ day of _____, 2023,
_____ personally appeared as Contractor and being duly sworn, acknowledged the execution of the above Agreement.

(Notary Public - Signature)

(Notary Public - Printed)

SEAL
My Commission Expires: _____

Residing in _____ County, Indiana.

IN WITNESS WHEREOF, the Owner does hereby accept the foregoing agreement and has hereunder set his hand this _____ day of _____, 2023.

Town Council of the Town of Milford, Indiana

By: _____
(Signature)

Doug Ruch, President
(Printed Name & Title)

By: _____
(Signature)

Bob Cockburn, Member
(Printed Name & Title)

By: _____
(Signature)

Ken Long, Member
(Printed Name & Title)

ATTEST:

Patricia Gall, Town Clerk



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 \$110,000 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?

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

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

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

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

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

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

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

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

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

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

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

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

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

BID BOND

KNOWN BY ALL PERSONS BY THESE PRESENTS THAT THE UNDERSIGNED:

BIDDER: _____

as Principal, and

SURETY: [Name] _____

[Address] _____

are firmly bound unto the Town of Milford, Indiana in the full and just sum of an amount equal to **FIVE PERCENT (5%)** of the amount of the Principal's Bid, to the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators and successors, firmly by these present.

THE CONDITIONS OF THE ABOVE OBLIGATION are that, whereas, the principal is herewith submitting a bid and proposal for construction and completion of this contract in accordance with plans and specifications, which are made part of this bond;

NOW, THEREFORE, if the Town of Milford shall award the principal the contract and the principal shall promptly enter into a contract with the Town of Milford, then this obligation shall be void; otherwise, to remain in full force, virtue, and effect.

IT IS AGREED that no modifications, omissions, or additions in or to the terms of such contract or in or to the plans or specifications therefore shall affect the obligation of such sureties on this bond.

IN WITNESS WHEREOF, we set our hands and seals:

<< BIDDER >>

(Bid Bond)

(Signature)

(Printed)

(Title)

State of Indiana, County of, _____, SS:

Before me, the undersigned Notary Public, personally appeared;

_____ As Principal and acknowledged the execution of the
above bond on this _____ Day of _____, 2023.

(County of Residence)

(Notary Signature and Seal)

<< SURETY >>

(Bid Bond)

(Signature)

(Printed)

(Title)

State of Indiana, County of, _____, SS:

Before me, the undersigned Notary Public, personally appeared;

_____ As Surety and acknowledged the execution of the
above bond on this _____ Day of _____, 2023.

(County of Residence)

(Notary Signature and Seal)

EMPLOYMENT ELIGIBILITY CERTIFICATION

This Certification is submitted by the undersigned, _____

_____ /
("Contractor") as part of the contract with the Town of Milford for the project known as:

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project entered into on the _____ day of _____, 2023. The undersigned affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien.

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

No Contractor is required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

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

The Contractor shall require all subcontractors who perform work under its contract, to certify to the Contractor that:

1. The subcontractor does not knowingly employ or contract with an unauthorized alien;
2. The subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification at least two years after the term of a contract with a subcontractor.

The Town may terminate the contract if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the Town. The terms of this Certification shall be incorporated within the contract between the Contractor and the Town.

The undersigned, on behalf of the Contractor listed below doing business with the Town Council of the Town of Milford, Indiana, being first duty sworn, deposes and states that it does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the Town Council of the Town of Milford, Indiana, the undersigned Contractor has enrolled in and is participating in the E-Verify program. The Contractor also affirms and warrants that the Contractor and all of its subcontractors have certified that said subcontractors are enrolled and participating in the E-Verify program.

EMPLOYMENT ELIGIBILITY CERTIFICATION

I, _____, verify under the penalties of perjury that the facts set out in the above Employment Eligibility Certification are true.

Witness this _____ day of _____, 2023

Contractor _____

Address _____

Signature _____

Printed Name _____

Title _____

STATE OF _____,

COUNTY OF _____

Before me, a Notary Public in and for said County and State, this _____ day of _____, 2023, appeared _____ in his or her capacity as _____ of _____ and acknowledged the execution of the foregoing E-Verify Affidavit/Employment Eligibility Certification. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: _____

_____, Notary Public

Resident of _____, County, Indiana

PAYMENT BOND

KNOWN BY ALL PERSONS BY THESE PRESENTS THAT THE UNDERSIGNED:

BIDDER: _____

as Principal, and

SURETY: [Name] _____

 [Address} _____

are firmly bound unto the Town of Milford, Indiana in the penal sum of an amount equal to **ONE HUNDRED PERCENT (100%)** of the amount of the principal's bid, to the payment of which, well and truly made, we bind ourselves jointly and severally, and our joint and several heirs, executors, administrators and assigns, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH THAT, whereas, the principal is herewith submitting a bid and proposal for construction and completion of this contract in accordance with plans and specifications, which are made part of this bond;

NOW, THEREFORE, if the Town of Milford shall award the principal the contract for work and the principal shall promptly enter into contract with the Town of Milford, for the work and shall promptly make payments of all amounts due to all Claimants, then this obligation shall be void; otherwise, to remain in full force, virtue, and effect. Claimant shall mean any subcontractor, material supplier or the person, firm, or corporation furnishing materials or equipment for or performing labor or services in the prosecution of the work provided in such an agreement, including lubricants, oil, gasoline, coal, and coke, repairs on machinery, and tools, whether consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work.

IT IS AGREED that no modifications, omissions, or additions in or to the terms of such contract or in or to the plans or specifications therefore shall affect the obligation of such sureties on this bond.

IN WITNESS WHEREOF, we hereto set our hands and seals:

<< BIDDER >>

(Payment Bond)

(Signature)

(Printed)

(Title)

State of Indiana, County of, _____, SS:

Before me, the undersigned Notary Public, personally appeared;

_____ As Principal and acknowledged the execution of the

above bond on this _____ Day of _____, 2023.

(County of Residence)

(Notary Signature and Seal)

<< SURETY >>

(Payment Bond)

(Signature)

(Printed)

(Title)

State of Indiana, County of, _____, SS:

Before me, the undersigned Notary Public, personally appeared;

_____ As Surety and acknowledged the execution of the

above bond on this _____ Day of _____, 2023.

(County of Residence)

(Notary Signature and Seal)

PERFORMANCE BOND

KNOWN BY ALL PERSONS BY THESE PRESENTS THAT THE UNDERSIGNED:

BIDDER: _____
as Principal, and
SURETY: [Name] _____
[Address] _____

are firmly bound unto the Town of Milford, Indiana in the penal sum of an amount equal to **ONE HUNDRED PERCENT** (100%) of the amount of the principal's bid, to the payment of which, well and truly made, we bind ourselves jointly and severally, and our joint and several heirs, executors, administrators and assigns, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH THAT, whereas, the principal is herewith submitting a bid and proposal for construction and completion of this contract in accordance with plans and specifications, which are made part of this bond;

NOW, THEREFORE, if the Town of Milford shall award the Principal the contract for work and the Principal shall promptly enter into contract with the Town of Milford, for the work and shall well and faithfully do and perform the same in all respects according to the plans and specifications and according to the time, terms, and conditions specified in this contract to be entered into, and in accordance with all requirements of law and shall promptly pay all debts incurred by the Principal or a subcontractor in the construction of the work, including labor, service, and materials furnished, and shall remain in effect at least until one year after the date when final payment becomes due, then this obligation shall be void; otherwise to remain in full force, virtue, and effect.

IT IS AGREED that no modifications, omissions, or additions in or to the terms of such contract or in or to the plans or specifications therefore shall affect the obligation of such sureties on this bond.

IN WITNESS WHEREOF, we hereto set our hands and seals:

<< BIDDER >>

(Performance Bond)

(Signature)

(Printed)

(Title)

State of Indiana, County of, _____, SS:

Before me, the undersigned Notary Public, personally appeared;

_____ As Principal and acknowledged the execution of the
above bond on this _____ Day of _____, 2023.

(County of Residence)

(Notary Signature and Seal)

<< SURETY >>

(Performance Bond)

(Signature)

(Printed)

(Title)

State of Indiana, County of, _____, SS:

Before me, the undersigned Notary Public, personally appeared;

_____ As Surety and acknowledged the execution of the
above bond on this _____ Day of _____, 2023.

(County of Residence)

(Notary Signature and Seal)

MAINTENANCE BOND

KNOWN BY ALL PERSONS BY THESE PRESENTS THAT THE UNDERSIGNED: That we, _____

as Principal, and _____

as Surety, are held and firmly bound to the _____

in the sum of _____

Dollars (\$ _____)

for payment of which sum well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators and successors, firmly by these present.

THE CONDITIONS OF THE ABOVE OBLIGATION are that, whereas, the Principal, entered into a Contract with the Owner on the _____ day of _____, 2023, to construct :

Town of Milford

2023-1 Community Crossings Paving Projects

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according to the Plans and Specifications, and also warranting the work and materials as provided in the aforesaid Contract and Specifications, for a period of two (2) years from the date of expiration of the Performance Bond. Now, if the principal shall faithfully perform and fulfill all requirements of said Warranty and Guaranty, and make all repairs required under said Guaranty and, in the manner provided for, then this Bond is to be null and void, otherwise to be in full force and effect.

MAINTENANCE BOND (Continued)

In presence of

_____ (SEAL)
(Individual Principal)

(Business Address, Zip)

_____ (SEAL)
(Partnership)

(Business Address, Zip)

Attest: _____ By: _____

(Corporate Principal)

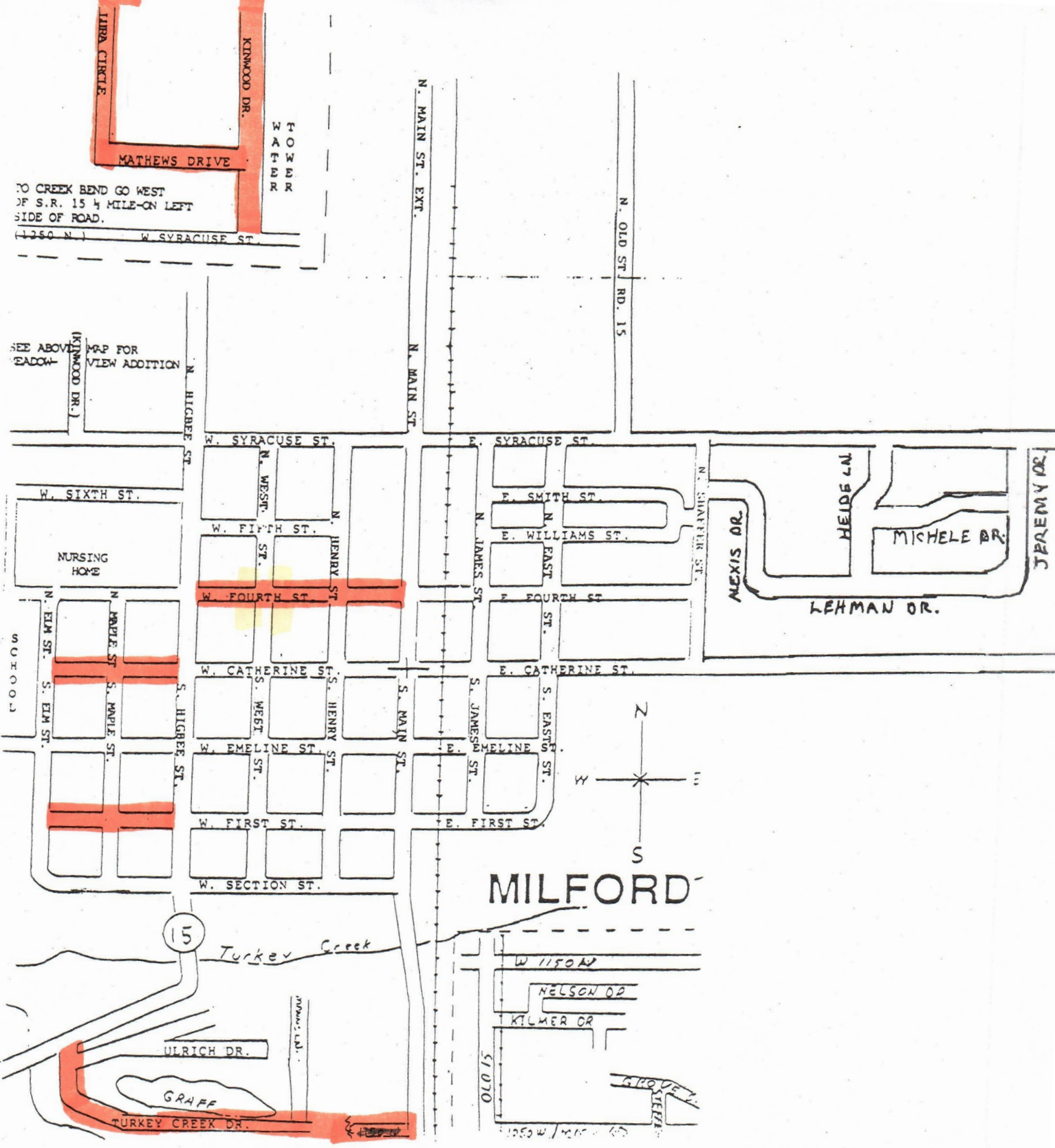
(Business Address, Zip)

Attest: _____ By: _____ Affix
_____ Corporate Seal

(Corporate Surety)

_____ Affix
_____ Corporate Seal
By: _____

Countersigned by:



STREET
 - 2023-1 PAVING
 - 2023-1 ADA RAMPS