

Contract Documents
for:

**Franklin Tech Park
Sanitary Sewer Relocation**

City of Franklin, Indiana

April 11, 2012

Department of Public Works,
City of Franklin, Indiana

796 S. State Street, Franklin, IN 46131
Phone: 317.736.3640; Fax: 317.736.6709

City of Franklin
Franklin Tech Park Sanitary Sewer Relocation

The Board of Works of the City of Franklin has adopted minimum insurance specifications for contractors providing services to the City. Prior to award of any contract for work on the behalf of the City, each contractor will be required to provide evidence of coverage by submitting a Certificate of Insurance. The following outlining minimum coverage and indemnification requirements will become part of the contract for services with the City of Franklin.

CONTRACTOR INDEMNIFICATION

The Work performed by the Contractor shall be at the risk of that Contractor exclusively. To the fullest extent permitted by law, Contractor shall indemnify, defend (at their sole expense) and hold harmless the **City of Franklin** and their employees ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement by the Contractor or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of the Contractor, its employees or agents, whether active or passive. The Contractor's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated.

INSURANCE REQUIREMENTS

Upon execution of this Agreement, and prior to the Contractor commencing any work or services, the Contractor shall provide the **City of Franklin** with a Certificate of Insurance as evidence of Commercial General Liability insurance, Workers' Compensation and Automobile Liability for any employees, agents, or Subcontractors of the Contractor.

The Contractor's liability coverage shall use ISO form CG 00 01 10 01 (or equivalent coverage) and include the **City of Franklin** as an Additional Insured using ISO Form CG 20 10 11 85 (or equivalent coverage) or on the combination of ISO Forms CG 20 10 10 01 and CG 20 37 10 01 (or equivalent coverage). This Additional Insured coverage shall apply as primary & non-contributory insurance with respect to any other insurance afforded to the **City of Franklin**. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from explosion, collapse, underground property damage or work performed by subcontractors.

The coverage limits shall not be less than the following:

Commercial General Liability Insurance:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal and Advertising Injury

Workers' Compensation and Employers' Liability Insurance:

\$ 500,000 Bodily Injury by Accident
\$ 500,000 Bodily Injury by Disease - Policy Limit
\$ 500,000 Bodily Injury by Disease - Each Employee

Automobile Liability Insurance:

\$1,000,000 Each Accident

Commercial Umbrella Liability:

\$1,000,000 Each Occurrence
\$1,000,000 Aggregate

All coverage shall be placed with an insurance company duly admitted in the State of Indiana and have an AM Best rating of "A-" or better. Each Certificate of Insurance shall provide that the insurer must give the **City of Franklin** at least 30 days' prior written notice of cancellation and termination of the Contractor's coverage.

Franklin Tech Park
Sanitary Sewer Relocation
South End of Bartram Parkway

CITY OF FRANKLIN, INDIANA

INSTRUCTIONS TO BIDDERS

1. Each proposal shall be legibly written or printed in ink, on the proposal form provided in this bound copy of proposed Contract Documents. No alterations in proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the bidder; if initialed, the Owner may require the bidder to identify any alteration so initialed. The person shall make no alteration in any proposal, or in the proposal form, on which it is submitted, after the proposal has been submitted by the bidder. Any and all addenda to the Contract Documents, in which a proposal is based, properly signed by the bidder, shall accompany the proposal when submitted.

Each proposal submitted shall be enclosed in a sealed enveloped, addressed to the **City of Franklin**, identified on the outside with the words "**Proposal for the Franklin Tech Park Sanitary Sewer Relocation, City of Franklin, Indiana**" and identifying the bidder. Proposals shall be delivered to The City of Franklin on or before the time and date specified in the Request for Bids, at which time they will be publicly opened and read.

2. Each proposal shall be accompanied by either a cashier's check, a certified check drawn on an acceptable bank, or an acceptable bid bond, in an amount of not less than five percent (5%) of the total amount of the bid, made payable without conditions to the "City of Franklin, Indiana", hereinafter referred to as the Owner, and the amount of the said Proposal Guarantee may be retained by and forfeited to the Owner as liquidated damages if the proposal covered thereby is accepted and a contract based thereon is awarded and the bidder should fail to enter into a Contract in the form prescribed, with legally responsible sureties, within fifteen (15) days after such award is made by the Owner.

The proposal guarantee deposit of the unsuccessful bidder will be returned if and when his proposal is rejected. The proposal guarantee deposit of the bidder to whom a Contract is awarded will be returned provided, and when, said successful bidder executes a Contract and files satisfactory bonds as hereinafter stipulated. The proposal guarantee deposit of the second lowest responsible bidder may be retained for a period not to exceed sixty (60) days pending the execution of the Contract and bonds by the successful bidder.

3. As outlined in Section One, Contractor's Bid for Public Works, the bidder shall furnish a statement of whether he is now or ever has been engaged in any work similar to that covered by the Specifications herein, the year in which such work was performed and the manner of its execution, and giving such other information as will tend to show the bidder's ability to prosecute the required work. The bidder may be required to furnish a financial statement showing funds available for the immediate execution of the work and also a statement of plant and equipment which he proposes to use and which is immediately available for execution of the work. Lists of plant and equipment shall be submitted in accordance with the following form:

MINIMUM PLANT TO BE USED ON THE WORK			
<u>Name</u>	<u>Type</u>	<u>Capacity</u>	<u>Condition</u>

4. Each bidder shall carefully examine the Plans, Specifications, and other Contract Documents, shall visit the site and fully inform himself of all conditions affecting the work or the cost thereof, and shall be presumed to have done so and his bid shall be based upon his own conclusion from such examination. Each bidder shall inform himself concerning all Federal, State and Local laws, ordinances or regulations which may in any manner affect his proposed operations of construction, or those engaged or employed on the work or the material or equipment. Should a bidder find discrepancies in or omissions from, the Plans, Specifications or other Contract Documents, he should at once notify the Engineer and obtain clarification or interpretation prior to submitting any bid. Any interpretation of the proposed Contract Documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person obtaining a set of such documents from the Engineer. The Owner will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

5. Where various utilities or structures are shown on the plans, the location cannot be assumed exact. These utilities and/or structures are plotted on the plans only for the Contractor's general information. It shall not be interpreted that the utilities or structures will be found or encountered as shown. Other utilities or structures may also be found and encountered which are not indicated on the plans, such as residential services, etc.

It is the Contractor's responsibility to locate all utilities or structures.

The contractor shall contact all local utility companies and inquire if they have any above ground or underground facilities or structures within the limits of construction. If facilities or structures are within the limits, the Contractor shall request the involved utility(ies) to furnish maps or drawings showing the exact location of such facilities and/or structures. The Contractor shall also request utility(ies) to make field locations of such facilities and/or structures.

For the purposes of clarification, public utilities shall be defined as all sanitary sewers, storm drains, field tiles and any other utility, which is publicly owned. All private utilities shall be defined as all water mains and services, gas mains and services, underground or overhead telephone and electrical lines, cable TV lines and all other privately owned utility lines.

All encountered public and private utilities or structures, which are not in direct conflict, may be relocated or temporarily removed by a method acceptable to the affected utility, at the complete expense of the Contractor. All encountered private utilities or structures, which are in direct conflict or interference, shall be relocated at the conflict or interference shall be relocated at the expense of the utility company. A direct conflict shall exist when an existing underground structure or utility line lies within the excavation of the full depth patch under construction. Said relocation and replacement shall be done by the involved utility only, unless that utility approves in writing that the work may be done by the contractor, and in such event said approval shall be forwarded to the Engineer, signed by an authorized agent of the utility involved prior to the Contractor's commencement of work.

If the encountered public utilities and/or structures are in direct conflict, the Contractor shall make permanent changes (which are not indicated as changes on the plans or indicated in the specifications) in the location of any new pipes or other structures, which is a part of the contract. The costs for making such changes (not shown on the plans or indicated in the specifications) over and above the cost of the work that is originally shown or specified, will be paid for as extra work in accordance with the General Conditions.

All encountered public utilities or structures, which are not in direct conflict, shall be relocated at the expense of the contractor.

6. Each bidder to whom a contract for the work is awarded shall be required to furnish a surety as follows:

Performance and Payment Bond, a contract bond to the Owner, in an amount equal to 100 percent (100%) of the contract price.

The bonds shall be executed in three (3) counterparts on the forms bound herein, signed by a surety company authorized to do business in the State of Indiana and acceptable as surety to the Owner.

7. No bidder may submit more than one proposal. Two proposals under different names will not be received from one firm or association.
8. No bidder may withdraw his proposal for a period of sixty (60) days after the date and hour set for the opening herewith. A bidder may withdraw his proposal at any time prior to the expiration of the period during which proposals may be submitted, by written request of the same person or persons who signed the proposal.
9. The Owner reserves the right to accept the bid, which, in its judgment, is the lowest and best bid; to reject any or all bids; and to waive irregularities or informalities in any bid submitted. Bids received after the specified time of closing will be returned unopened.
10. None of the Instructions to Bidders, Proposal, Performance, Maintenance and Payment Bond, Contract Agreement, General Conditions, or Specifications shall be removed from the bound copy of the Contract Documents prior to filing the proposal contained therein.

11. Each bidder shall sign his proposal, using his usual signature and giving his full business address. Bids by partnerships shall be signed with the partnership named followed by the signature of one of the members of the partnership or by an authorized representative and designation of the person signing. Bids by corporations shall be signed with the name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The names of all persons signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president", "secretary", "agent", or other designation, without disclosing his principal, may be held to be the bid of the individual signing. When requested by the Owner, satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

12. Attention of Bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

The Contractor and all subcontractors will be required to comply with required Federal and State labor regulations including Equal Employment Opportunity, Non-Segregated Facilities, and Affirmative Action requirements. The contractor and all subcontractors shall meet or exceed the common wage rates established for this project. All work will be completed using INDOT Standards.

13. Each bidder shall include in his Proposal the following information:

Firm:
Name:
Treasury Number:
Address:
City, State and Zip Code:

14. The Project Supervisor is Rick Littleton, Superintendent, Franklin Department of Public Works, 796 S. State Street, Franklin, IN 46131 (phone: 317.736.3640).

15. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

16. Retainage for the contract shall be 10% and shall remain in effect until final acceptance of all work.

CITY OF FRANKLIN, INDIANA
Franklin Tech Park
Sanitary Sewer Relocation

SPECIAL PROVISIONS

1. GOVERNING DOCUMENTS

The applicable sections of the following documents shall apply except as modified elsewhere herein:

- 1) Indiana Department of Transportation (INDOT) Standard Drawings and Standard Specifications - 2012
- 2) INDOT Supplemental Specifications
- 3) City of Franklin Engineering Department Standards
- 4) City of Franklin Standard Specifications

Unless otherwise specified within the Contract Documents, whenever any specification, standard, reference material, manual or other similar document is incorporated by reference into any of the contract documents, it shall be deemed to be the latest edition of said item including any and all supplemental addendum, which was in effect on the date of the bid opening for this project.

2. HOLIDAYS WHEN WORK IS NOT PERMITTED

Due to the isolated proximity of this project, the Contractor shall not be restricted from working on any holidays.

3. WORK SCHEDULE SUBMITTAL

The contractor shall provide a critical path work schedule for the entire project with the Post-Bid documents. This schedule shall be submitted to and approved by the City of Franklin prior to the start of construction and shall be updated as necessary. No work will be allowed until this schedule is submitted and approved; however, the contractor will not be granted any time extension due to this delay.

4. CONSTRUCTION WORK HOURS

Due to the isolated proximity of this project, the Contractor shall not be restricted on the hours of construction.

5. COOPERATION WITH UTILITIES

It shall be the contractor's responsibility to have all utilities located before construction in a particular area. The contractor shall coordinate with all utilities in the adjustment of these facilities and in order to avoid damage to any facilities. Damage to any of the existing public utility facilities during the project caused by the contractor's operations or equipment, shall be repaired by the contractor at no expense to the Contract. This includes sewer, water, gas, electric, telephone, cable, etc. and includes facilities within proposed storm sewer trenches. However, if any utilities are exposed and *must be* relocated for construction to continue, this work shall be performed by the utility, or the contractor shall be reimbursed at an agreed upon price to perform such work. If the utility performs the work, the

contractor shall coordinate with the utility in order to expedite said work.

6. EROSION CONTROL SUBMITTAL

Prior to commencing work, the contractor shall prepare and submit to the City Engineer for approval an erosion control plan that includes, at a minimum, the following items:

1. Locations of proposed disposal area.
2. Locations of all proposed vehicle and equipment parking areas, vehicle and equipment fueling locations, placement of the site construction trailers, location of all on-site batch plants, and designated concrete truck washout areas.
3. Proposed construction sequence and phasing of erosion control measures.
4. Location of all construction entrances where vehicles and equipment will enter and exit the site.
5. Material handling and spill prevention plan, which shall include a list of expected materials that may be present on the site during construction operations, as well as a written description of how these materials will be handled to minimize the potential that the materials may enter storm water runoff from the site.
6. Statement that the erosion control measures for the project will be inspected, at a minimum, on a weekly basis and within 24 hours of every ½ inch rain event.

Ground disturbing activities shall not commence until the Hamilton County Soil and Water Conservation District (SWCD) has reviewed and approved the Erosion Control Plan.

7. WEEKLY PAYROLL OR OTHER REQUIRED REPORTS

Weekly payrolls and specified EEO forms shall be submitted to the City of Franklin prior to the processing of the progress estimates. Should the specified forms and/or reports not be provided, the City may withhold progress payments until such time as the specified materials are submitted.

8. LIMITATIONS OF OPERATIONS

When in the judgment of the City, the contractor has obstructed or closed a greater portion of the work than is necessary for proper construction, or is carrying on operations to the prejudice of the work already started, the City may require the contractor to finish that portion of the work which is in progress before any additional portions are started. Except as hereafter specified, no loads of material for any construction shall be dispatched from cars or plants so late in the day that it cannot be placed, finished and protected within the Specification limits and provisions in the daylight hours of that same day.

9. EXISTING CONDITIONS

The contractor shall verify the elevations and measurements of all points where new construction is to match existing conditions prior to the commencement of any construction activities. No direct payment shall be made for this work but the cost thereof shall be included in the costs of the other items of the contract.

10. PROTECTION OF EXISTING STRUCTURES, PIPE, AND YARD TILE

On this project there are existing storm drainage and sanitary sewer structures that are to remain in place. The contractor shall take care that these structures are not damaged. If any of these structures are damaged, the contractor shall be required to repair them at his own expense.

Yard tile encountered and affected by the scope of work specified within the Contract Documents shall be given a positive outlet. Any tile damaged by the contractor's operations shall be replaced by the

contractor at his own expense.

11. MAINTAINING TRAFFIC

Unless otherwise directed, or permitted, the work specified shall be arranged and prosecuted in accordance with all applicable provisions of Sections 104.04, 107, 801 and as set out in INDOT Standard Specifications.

The names and telephone numbers of the contractor's superintendent and one other responsible employee shall be furnished at the pre-construction conference. These employees shall be on call and available at nights, weekends, or during other non-working periods to repair or replace all traffic control devices, which may become damaged or inoperative.

In the event the contractor desires not to perform traffic maintenance in accordance with the sequence of operations as called for within the Contract Documents, the contractor shall submit his alternate plan in writing to the City and obtain acceptance at least 1 week prior to the commencement of any construction activities.

Open trenches, if permitted by the City, shall be spanned per current OSHA requirements and with the concurrence of the City.

Any trenching areas adjacent to a sidewalk shall be barricaded.

The contractor shall be prepared to have all construction signs erected for the project as specified by the City.

All temporary traffic control devices not listed separately or adjustments, labor, materials, etc., necessary for the maintenance of traffic as called for within the Contract Documents, or as permitted by the City shall be included in the lump sum price for 'Maintenance of Traffic', as set out in the itemized proposal.

12. STREET CLEANING

The contractor shall provide effective dust control throughout the project. Loader-mounted pick-up, power sweepers, or other types of pull type models shall be used for street cleaning. Street cleaning shall also be performed prior to the pre-final meeting as directed by the City.

Street cleaning will not be paid directly, but shall be included in the cost of various items of the contract regardless of the amount of times this operation is reasonably requested. Naturally occurring conditions, out of the control of the City, that cause more dust control than normal shall not be a valid reason for request of payment for dust control.

13. TRANSPORTATION OF SALVAGEABLE ITEMS

Existing traffic control devices, signs, pipe, end sections, castings and manhole covers, etc. specified to be removed will be salvaged and stockpiled at the job site by the contractor. The contractor shall deliver all designated items by the City inspector, to the City of Franklin. The remainder of the items shall become the property of the contractor.

14. SAW CUTTING

In all areas where proposed construction matches existing conditions, full depth saw cutting shall be required. No direct payment will be made for saw cutting but the cost thereof shall be included in the costs of the other items. Saw cutting will be paid for with the pay item included in the itemized bid.

15. EXISTING STRUCTURE ADJUSTMENT

Adjustments to existing structures shall be performed as shown on the plans in accordance with Section 720.04 of INDOT Standard Specifications. Payment for the adjustments and coring of proposed storm sewers into the existing structures shall be included in the cost of "Structure, Modify".

16. MATERIAL ACCEPTANCE

All aggregate, concrete, bricks and bituminous materials used for the project shall be produced from an approved source. The Contractor shall submit the names and addresses of the suppliers of these materials for the project to the City at the pre-construction conference. Prior to delivery, the Contractor shall submit to the City a copy of the certification for each material supplier.

17. FINAL CLEANUP

The Contractor shall clean up all areas, including inlets, storm pipes, and streets, within the construction area as well as areas disturbed outside the construction areas at the completion of the project. This work shall be done at the satisfaction of the City of Franklin. The areas disturbed outside of the construction area shall be seeded at no cost to this project.

18. EXCESS MATERIAL - DISPOSAL

All excess material (waste) shall be removed from the project site. Whether a private or public waste site is utilized, such disposal shall comply with all Federal, State and local ordinances and permit requirements. A copy of all permits obtained or applied for shall be submitted to the City prior to the commencement of any construction activities.

19. MINIMUM WAGE RATES

Wage rates for the project shall not be less than the current prescribed scale of wages as determined by the Common Wage Committee and included herein on the following pages:

COMMON CONSTRUCTION WAGE SCALE

HEAVY- HIGHWAY

February 27, 2012

Town: County: Johnson
Townships: White River, Pleasant, Clark,
Project Description and Scope: Camp Atterbury North of Hospital Road

We the undersigned common construction wage committee, appointed pursuant to Indiana Code 5-16-7 *et seq.*, do hereby fix and determine the following common construction wage scale to apply on the above referenced project.

Classification	Class	Hourly Rate	Fringes	Total:
Bricklayers	Skilled	\$29.75	\$10.79	\$40.54
	Semiskilled	\$22.31	\$10.79	\$33.10
	Unskilled	\$14.87	\$10.79	\$25.66
Carpenters-Highway	Skilled	\$25.23	\$14.06	\$39.29
	Semiskilled	\$20.18	\$10.76	\$30.94
	Unskilled	\$15.14	\$10.76	\$25.90
Cement Masons	Skilled	\$25.25	\$12.35	\$37.60
	Semiskilled	\$20.20	\$12.35	\$32.55
	Unskilled	\$15.15	\$12.35	\$27.50
Electricians	Skilled	\$32.05	\$17.04	\$49.09
	Semiskilled	\$20.15	\$10.35	\$30.50
	Unskilled	\$13.60	\$8.56	\$22.16
Iron Workers	Skilled	\$27.90	\$18.76	\$46.66
	Semiskilled	\$22.32	\$18.76	\$41.08
	Unskilled	\$16.74	\$18.76	\$35.50
Laborers-Highway	Skilled	\$22.72	\$10.81	\$33.53
	Semiskilled	\$22.22	\$10.81	\$33.03
	Unskilled	\$21.72	\$10.81	\$32.53

Operating Engineers-Highway

Skilled	\$29.70	\$13.91	\$43.61
Semiskilled	\$27.98	\$13.91	\$41.89
Unskilled	\$26.31	\$13.91	\$40.22

Painters-Highway

Group I	Skilled	\$28.99	\$10.33	\$39.32
Group II	Semiskilled	\$22.59	\$10.33	\$32.92
Group III	Unskilled	\$14.09	\$10.33	\$24.42

Piledrivers

(Carpenters)	Skilled	\$28.99	\$11.33	\$40.32
	Semiskilled	\$22.59	\$11.33	\$33.92
	Unskilled	\$14.09	\$11.33	\$25.42

Pipefitters & Steamfitters

Skilled	\$33.17	\$15.46	\$48.63
Semiskilled	\$18.24	\$11.44	\$29.68
Unskilled	\$14.93	\$10.94	\$25.87

Plumbers

Skilled	\$33.17	\$15.46	\$48.63
Semiskilled	\$18.24	\$11.44	\$29.68
Unskilled	\$14.93	\$10.94	\$25.87

HVACR Service Tech

Skilled	\$32.20	\$15.43	\$47.63
Semiskilled	\$18.24	\$11.44	\$29.68
Unskilled	\$14.93	\$10.94	\$25.87

Pointer/Caulkers/Cleaners

Skilled	\$29.75	\$10.79	\$40.54
Semiskilled	\$22.31	\$10.79	\$33.10
Unskilled	\$14.87	\$10.79	\$25.66

**Sound and Communication
Workers**

Skilled	\$25.73	\$11.43	\$37.16
Semiskilled	\$21.90	\$11.26	\$33.16
Unskilled	\$14.15	\$8.46	\$22.61

Sprinkler Fitters

Skilled	\$34.19	\$14.30	\$48.49
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	Semiskilled	\$24.23	\$14.30	\$38.53
	Unskilled	\$17.10	\$7.66	\$24.76
Stone Masons				
	Skilled	\$29.75	\$10.79	\$40.54
	Semiskilled	\$22.31	\$10.79	\$33.10
	Unskilled	\$14.87	\$10.79	\$25.66
Tile, Marble Setters				
	Skilled	\$28.90	\$9.56	\$38.46
	Semiskilled	\$26.01	\$9.56	\$35.57
	Unskilled	\$13.00	\$9.56	\$22.56
Terrazzo Workers				
	Skilled	\$29.50	\$9.66	\$39.16
	Semiskilled	\$26.55	\$9.66	\$36.21
	Unskilled	\$13.28	\$9.66	\$22.94
Tile, Marble, Finishers				
	Skilled	\$19.80	\$5.86	\$25.66
	Semiskilled	\$17.95	\$5.86	\$23.81
	Unskilled	\$12.29	\$5.86	\$18.15
Terrazzo Helpers/Finishers				
	Skilled	\$18.92	\$5.84	\$24.76
	Semiskilled	\$16.22	\$5.84	\$22.06
	Unskilled	\$12.29	\$5.84	\$18.13
Chemical Workers (Prep & Install Epoxy Coatings)				
	Skilled	\$20.94	\$5.65	\$26.59
	Semiskilled	\$18.95	\$5.65	\$24.60
	Unskilled	\$12.29	\$5.65	\$17.94
Brick Pavers				
	Skilled	\$24.27	\$9.56	\$33.83
	Semiskilled	\$21.84	\$9.56	\$31.40
	Unskilled	\$10.92	\$9.56	\$20.48
Teamsters				
	Skilled	\$25.81	\$9.71	\$35.52
	Semiskilled	N/A	N/A	N/A
	Unskilled	N/A	N/A	N/A
Mechanic				
	Skilled	\$27.09	\$9.71	\$36.80
	Semiskilled	N/A	N/A	N/A
	Unskilled	N/A	N/A	N/A

Semi Water Trucks & S	Skilled	\$25.76	\$9.71	\$35.47
	Semiskilled	N/A	N/A	N/A
	Unskilled	N/A	N/A	N/A
Low Boys (single axel)	Skilled	\$25.17	\$9.71	\$35.42
	Semiskilled	N/A	N/A	N/A
	Unskilled	N/A	N/A	N/A
Low Boys (Tandem Axel)	Skilled	\$25.81	\$9.17	\$35.52
	Semiskilled	N/A	N/A	N/A
	Unskilled	N/A	N/A	N/A
Low Boys (Tandem-Tandem Axel)	Skilled	\$25.86	\$9.71	\$35.57
	Semiskilled	N/A	N/A	N/A
	Unskilled	N/A	N/A	N/A

Definitions:

Skilled: An individual who performs work in a classification listed on the scale of wages. It shall be presumed that an employee is a skilled worker in that classification, and entitled to receive compensation at the skilled rate, unless the worker satisfies all of the criteria for being categorized as a semi-skilled or unskilled worker.

Semi-skilled: An individual registered in a bona fide apprenticeship program registered with the United States Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training. Apprentices are paid pursuant to their individually warranted percentage for the classification of work that they perform as set forth in the apprentice program standards.

Unskilled: An individual with less than twelve months of cumulative experience in the construction trades and who is not registered in a bona fide apprenticeship program.

The above definitions shall not apply to workers in the classification of Laborer.

Apprenticeship Programs:

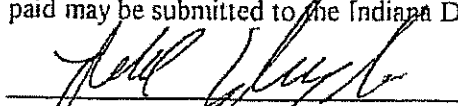
The Wage Committee determines that the common practice in the county is for contractors to participate in bona fide apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training and that the rate of pay for the classifications of labor that participate in such programs is based in part on a percentage of the journeyman's rate (skilled rate herein) depending on the individual's progress in the program.

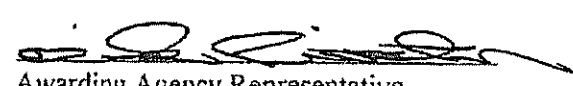
Workers engaged in such an apprenticeship program will be permitted to work at less than the predetermined rate set out above for the work they perform. Such apprentices must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate which is the skilled hourly rate in this wage scale.

Any worker who is not registered or otherwise employed in a bona fide apprenticeship program registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training and has twelve or more months of cumulative experience in the construction trades shall be paid at the skilled wage rate on this wage determination for the classification of work actually performed by the worker

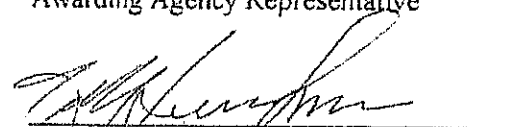
regardless of how the employer classifies such a worker.

Disputes regarding the appropriate classification of workers and the amounts said workers should be paid may be submitted to the Indiana Department of Labor for investigation.


Indiana State AFL-CIO Representative


Awarding Agency Representative


Associated Builders and Contractors
Representative (NAC)


Taxpayer Named by Appointing Agency


Taxpayer Named by County Legislative
Body

4-12-12
Date

COMMON CONSTRUCTION WAGE SCALE
COMMERCIAL BUILDING

Date: March 21, 2012

Town: _____ County: **Johnson**
 Townships: **White River, Pleasant, Clark,**
 Project Description and Scope: **Camp Atterbury North of Hospital Road**

We the undersigned common construction wage committee, appointed pursuant to Indiana Code 5-16-7 *et seq.*, do hereby fix and determine the following common construction wage scale to apply on the above referenced project.

Classification	Class	Hourly Rate	Fringes	Total:
Asbestos Workers/ Mechanical Insulators	Skilled	\$31.23	\$15.80	\$47.03
	Semiskilled	\$18.68	\$8.46	\$27.14
	Unskilled	\$13.62	\$8.19	\$21.81
Asbestos Workers/ Asbestos Abatement	Skilled	\$19.95	\$11.50	\$31.45
	Semiskilled	\$18.15	\$11.50	\$29.65
	Unskilled	\$14.25	\$2.50	\$16.75
Boilermakers	Skilled	\$32.00	\$17.96	\$49.96
	Semiskilled	\$25.60	\$17.96	\$43.56
	Unskilled	\$22.40	\$17.96	\$40.36
Bricklayers	Skilled	\$29.75	\$10.79	\$40.54
	Semiskilled	\$22.31	\$10.79	\$33.10
	Unskilled	\$14.87	\$10.79	\$25.66
Carpenters	Skilled	\$28.52	\$14.15	\$42.67
	Semiskilled	\$22.82	\$12.03	\$34.85
	Unskilled	\$17.01	\$10.70	\$27.71
Floor Coverers	Skilled	\$25.57	\$10.80	\$36.37

	Semiskilled	\$20.46	\$9.89	\$30.35
	Unskilled	\$15.34	\$8.98	\$24.32
Cement Masons				
	Skilled	\$25.25	\$12.35	\$37.60
	Semiskilled	\$20.20	\$12.35	\$32.55
	Unskilled	\$15.15	\$12.35	\$27.50
Drywall Finishers				
	Skilled	\$23.93	\$11.47	\$35.40
	Semiskilled	\$16.75	\$9.71	\$26.46
	Unskilled	\$11.97	\$8.54	\$20.51
Drywall Finishers Using Automatic Tools (Ames,Tape Tech, Ect) Add \$1.00 To Hourly Pay				
Drywall Installers (Carpenters)				
	Skilled	\$28.52	\$14.15	\$42.67
	Semiskilled	\$22.82	\$12.03	\$34.85
	Unskilled	\$17.01	\$10.70	\$27.71
Electricians				
	Skilled	\$32.05	\$17.04	\$49.09
	Semiskilled	\$20.15	\$10.35	\$30.50
	Unskilled	\$13.60	\$8.56	\$22.16
Elevator Constructors				
	Skilled	\$41.67	\$27.16	\$68.83
	Semiskilled	\$29.17	\$25.58	\$54.75
	Unskilled	\$22.92	\$23.83	\$46.75
Glaziers				
	Skilled	\$25.86	\$11.95	\$37.81
	Semiskilled	\$18.11	\$10.36	\$28.47
	Unskilled	\$12.93	\$9.30	\$22.23
Iron Workers				
	Skilled	\$27.90	\$18.76	\$46.66
	Semiskilled	\$22.32	\$18.76	\$41.08
	Unskilled	\$16.74	\$18.76	\$35.50
Laborers				
	Skilled	\$21.18	\$10.70	\$32.88
	Semiskilled	\$21.68	\$10.70	\$32.88
	Unskilled	\$21.88	\$10.70	\$31.88

Laborers/Asbestos Abatement

Skilled	\$22.93	\$10.70	\$33.63
Semiskilled	\$22.43	\$10.70	\$33.13
Unskilled	\$21.93	\$10.70	\$32.63

Millwrights

Skilled	\$26.34	\$16.33	\$42.67
Semiskilled	\$21.07	\$13.78	\$34.85
Unskilled	\$15.74	\$11.97	\$27.71

Operating Engineers-Commercial

Skilled	\$31.40	\$12.84	\$44.24
Semiskilled	\$30.45	\$12.84	\$43.29
Unskilled	\$24.55	\$12.84	\$37.39

Painters/Brush/Roll

Skilled	\$23.93	\$11.47	\$35.40
Semiskilled	\$16.75	\$9.71	\$26.46
Unskilled	\$11.97	\$8.54	\$20.51

Painters/Spray/Sandblast

Skilled	\$24.93	\$11.47	\$36.40
Semiskilled	\$17.75	\$9.71	\$27.46
Unskilled	\$12.97	\$8.54	\$21.51

Painters/Resinous**Epoxy Coatings**

Skilled	\$24.43	\$10.33	\$34.76
Semiskilled	\$17.10	\$8.87	\$25.97
Unskilled	\$13.44	\$8.14	\$21.58

Piledrivers**(Carpenters)**

Skilled	\$28.52	\$14.15	\$42.67
Semiskilled	\$22.82	\$12.03	\$34.85
Unskilled	\$17.01	\$10.70	\$27.71

Pipefitters & Steamfitters

Skilled	\$33.17	\$15.46	\$48.63
Semiskilled	\$18.24	\$11.44	\$29.68
Unskilled	\$14.93	\$10.94	\$25.87

Plasterers

	Skilled	\$25.04	\$12.09	\$37.13
	Semiskilled	\$20.03	\$12.09	\$32.12
	Unskilled	\$15.02	\$12.09	\$27.11
Plumbers				
	Skilled	\$33.17	\$15.46	\$48.63
	Semiskilled	\$18.24	\$11.44	\$29.68
	Unskilled	\$14.93	\$10.94	\$25.87
HVACR Service Tech				
	Skilled	\$32.20	\$15.43	\$47.63
	Semiskilled	\$18.24	\$11.44	\$29.68
	Unskilled	\$14.93	\$10.94	\$25.87
Pointer/Caulker/Cleaners				
	Skilled	\$29.75	\$10.79	\$40.54
	Semiskilled	\$22.31	\$10.79	\$33.10
	Unskilled	\$14.87	\$10.79	\$25.66
Roofers				
	Skilled	\$23.23	\$8.31	\$31.54
	Semiskilled	\$16.26	\$5.71	\$21.97
	Unskilled	\$11.62	\$2.35	\$13.97
Sheet Metal Workers				
	Skilled	\$31.72	\$18.14	\$49.86
	Semiskilled	\$23.79	\$16.93	\$40.72
	Unskilled	\$15.86	\$15.55	\$31.41
Sound and Communication Workers				
	Skilled	\$25.73	\$11.43	\$37.16
	Semiskilled	\$21.90	\$11.26	\$33.16
	Unskilled	\$14.15	\$8.46	\$22.61
Sprinkler Fitters				
	Skilled	\$34.19	\$14.30	\$48.49
	Semiskilled	\$24.23	\$14.30	\$38.53
	Unskilled	\$17.10	\$7.66	\$24.76
Stone Masons				
	Skilled	\$29.75	\$10.79	\$40.54

	Semiskilled	\$22.31	\$10.79	\$33.10
	Unskilled	\$14.87	\$10.79	\$25.66
Tile, Marble Setters				
	Skilled	\$28.90	\$9.56	\$38.46
	Semiskilled	\$26.01	\$9.56	\$35.57
	Unskilled	\$13.00	\$9.56	\$22.56
Terrazzo Workers				
	Skilled	\$29.50	\$9.66	\$39.16
	Semiskilled	\$26.55	\$9.66	\$36.21
	Unskilled	\$13.28	\$9.66	\$22.94
Tile, Marble, Finishers				
	Skilled	\$19.80	\$5.86	\$25.66
	Semiskilled	\$17.95	\$5.86	\$23.81
	Unskilled	\$12.29	\$5.86	\$18.15
Terrazzo Helpers/Finishers				
	Skilled	\$18.92	\$5.84	\$24.76
	Semiskilled	\$16.22	\$5.84	\$22.06
	Unskilled	\$12.29	\$5.84	\$18.13
Chemical Workers (Prep & Install Epoxy Coatings)				
	Skilled	\$20.94	\$5.65	\$26.59
	Semiskilled	\$18.95	\$5.65	\$24.60
	Unskilled	\$12.29	\$5.65	\$17.94
Brick Pavers				
	Skilled	\$24.27	\$9.56	\$33.83
	Semiskilled	\$21.84	\$9.56	\$31.40
	Unskilled	\$10.92	\$9.56	\$20.48
Truck less 3 Tons				
	Skilled	\$24.02	\$9.71	\$33.71
	Semiskilled	N/A	N/A	N/A
	Unskilled	N/A	N/A	N/A
Trucks more 3 Tons				
	Skilled	\$24.17	\$9.71	\$33.88
	Semiskilled	N/A	N/A	N/A
	Unskilled	N/A	N/A	N/A
Semi-Trailers Tandem				
	Skilled	\$24.17	\$9.71	\$33.88

	Semiskilled	N/A	N/A	N/A
	Unskilled	N/A	N/A	N/A
Winch Trucks	Skilled	\$24.17	\$9.71	\$33.88
	Semiskilled	N/A	N/A	N/A
	Unskilled	N/A	N/A	N/A
Mechanic	Skilled	\$24.17	\$9.71	\$33.88
	Semiskilled	N/A	N/A	N/A
	Unskilled	N/A	N/A	N/A

Definitions:

Skilled: An individual who performs work in a classification listed on the scale of wages. It shall be presumed that an employee is a skilled worker in that classification, and entitled to receive compensation at the skilled rate, unless the worker satisfies all of the criteria for being categorized as a semi-skilled or unskilled worker.

Semi-skilled: An individual registered in a bona fide apprenticeship program registered with the United States Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training. Apprentices are paid pursuant to their individually warranted percentage for the classification of work that they perform as set forth in the apprentice program standards.

Unskilled: An individual with less than twelve months of cumulative experience in the construction trades and who is not registered in a bona fide apprenticeship program.

The above definitions shall not apply to workers in the classification of Laborer.

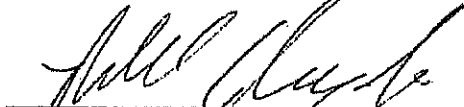
Apprenticeship Programs:

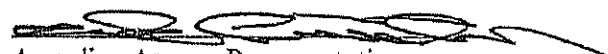
The Wage Committee determines that the common practice in the county is for contractors to participate in bona fide apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training and that the rate of pay for the classifications of labor that participate in such programs is based in part on a percentage of the journeyman's rate (skilled rate herein) depending on the individual's progress in the program.

Workers engaged in such an apprenticeship program will be permitted to work at less than the predetermined rate set out above for the work they perform. Such apprentices must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate which is the skilled hourly rate in this wage scale. Any worker who is not registered or otherwise employed in a bona fide apprenticeship program registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training and has twelve or more months of cumulative experience in the construction trades shall be paid at the skilled wage.

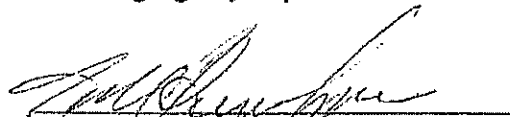
or more months of cumulative experience in the construction trades shall be paid at the skilled wage rate on this wage determination for the classification of work actually performed by the worker regardless of how the employer classifies such a worker.

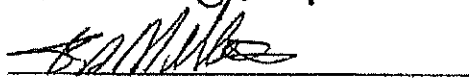
Disputes regarding the appropriate classification of workers and the amounts said workers should be paid may be submitted to the Indiana Department of Labor for investigation.


Indiana State AFL-CIO Representative


Awarding Agency Representative


Associated Builders and Contractors
Representative **QUAY**


Taxpayer Named by Appointing Agency


Taxpayer Named by County Legislative
Body

4-12-12
Date

Form No. 96 (Revised 2005)

BID OF

(Contractor)

(Address)

FOR
PUBLIC WORKS PROJECTS
OF

Filed _____

Action taken _____

CONTRACTOR'S BID FOR PUBLIC WORK – FORM 96**PART I**

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

Date: _____

1. Governmental Unit (Owner): _____

2. County : _____

3. Bidder (Firm): _____

Address: _____

City/State: _____

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 \$100,000 or more – IC 36-1-12-4)

Governmental Unit: _____

Bidder (Firm) _____

Date: _____

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

SECTION I EXPERIENCE QUESTIONNAIRE

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

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

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

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

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

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

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. (Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)
2. Please list the names and addresses of all subcontractors (i.e. persons or firms outside your own firm who have performed part of the work) that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.
3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.
4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.
5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

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

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

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

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

SECTION V OATH AND AFFIRMATION

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

Dated at _____ this _____ day of _____, _____

(Name of Organization)

By _____

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) ss

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

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

Notary Public

My Commission Expires: _____

County of Residence: _____

CITY OF FRANKLIN, INDIANA
Franklin Tech Park
Sanitary Sewer Relocation

PROPOSAL

1. The Undersigned Bidder declares that he/she has read the Specifications and other Contract Documents, has examined and understands the Plans, has examined the site of the work and has determined for himself the conditions affecting the work, and he proposes and agrees if this Proposal is accepted to provide, at his own expense, all labor, insurance, superintendence, machinery, plant, equipment, tools, apparatus, appliances and means of construction, and all materials and supplies, and to complete ready for its intended purpose, the entire work and all parts thereof described as included under the Contract herein bid upon, in the manner and items prescribed, including all work incidental thereto, according to the Plans and Specifications and such instructions as the Director of Engineering may give. INDIANA DEPARTMENT OF TRANSPORTATION (INDOT) STANDARD SPECIFICATION EFFECTIVE DATE IS 2012, with supplemental specifications effective the date of the Advertisement for Bid.
2. The Undersigned Bidder, in compliance with the Contract Documents dated March 23, 2012 with the latest revision date being April 2, 2012 (Plan set) and April 11, 2012 (Specification book), hereby proposes to do the work called for in said Specifications and other Contract Documents and as shown on said Plans for the said work at the following rates and prices:

Franklin Tech Park – Sanitary Sewer Relocation					
Item #	Item	Quantity	Unit	Unit Cost	Total Cost
1	Mobilization / Demobilization	1	LS		
2	Heavy Duty Asphalt Section Removal	150	SYS		
3	Gravel Section Removal	150	SYS		
4	Remove Concrete Paved Swales	94	SYS		
5	Concrete Curb Removal	15	LFT		
6	Sawcut Pavement & Curb	80	LFT		
7	Top Soil Strip	1272	CYS		
8	Chain link fence removal and replacement	150	LFT		
9	Fine Grading Distribution	7635	SYS		
10	12" Tall Curb Standing Curb (match existing)	15	LFT		
11	Concrete Paved Swales	94	SYS		
12	Heavy Duty Asphalt Pavement	150	SYS		
13	Pavement Striping	60	LFT		
14	Erosion Control Blanket	463	SYS		
15	Straw Bales for End Section Protection	12	EA		
16	Rock Dam	1	EA		
17	Concrete Washout	1	EA		
18	Temporary and Permanent Seeding for Erosion Control	7635	SY		
19	Silt Fence	1910	LFT		
20	Tree Removal, Protection and Replanting	6	EA		
21	30" PVC Pipe (SDR-35), includes granular bedding and native backfill	1580	LFT		
22	30" PVC Pipe (SDR-26), includes granular bedding and native backfill	680	LFT		
23	Core Drill Existing Sanitary Structure	1	EA		
24	Granular Backfill	724	TON		
25	Sanitary Manholes (60" Diameter)	6	EA		
26	Sanitary Manhole Casting	6	EA		

BASE BID: _____

All Prospective Bidders are required to submit unit prices and their extensions on all items included in this Proposal. In the event of an omitted extension or mistake in the extension total, the designated unit price amount shall govern to determine the corrected extension amount.

1. The Undersigned Bidder understands that the above quantities of work to be done are approximate only and are intended principally to serve as a guide in evaluating the bids.
2. The Undersigned agrees, upon written notice of the acceptance of this bid within three (3) days after the bid award that he will execute the Contract in accordance with the bid as accepted and give Performance, Maintenance and Payment Bond on the forms included herein within seven (7) days after the prescribed forms are presented for signature.
3. The Undersigned further agrees that, if awarded the Contract, he will commence work within fourteen (14) calendar days after receipt of Notice to Proceed.
4. As an evidence of good faith in submitting this Proposal, the Undersigned encloses either a cashier's check, a certified check drawn on an acceptable bank, or an acceptable Bid Bond in the amount of not less than five percent (5%) of the total amount of the bid, which in case he refuses or fails to accept an award and to enter into a Contract and file the required bonds within the prescribed time, shall be forfeited damages to the CITY FRANKLIN, Indiana, as liquidated damages.
5. The Undersigned hereby declares that the only parties interested in this Proposal are named herein, that this Proposal is made without collusion with any other person, firm or corporation, that no member of the City Council, officer or agent of the CITY OF FRANKLIN, Indiana is directly or indirectly financially interested in this bid.

Addendum No. _____ received and considered in the preparation of this bid.

SIGNATURE OF BIDDER:

If an Individual: _____, doing business
as _____

If a Partnership: _____

By: _____, member of firm

If a Corporation: _____

By: _____

Title: _____

Business Address of Bidder: _____

INDIANA LEGAL EMPLOYMENT DECLARATION

The State of Indiana has enacted a law (I.C. 22-5-1.7) requiring all state agencies and political subdivisions request verification from their contractors that their employees are legally eligible to work in the United States. This Declaration serves as notice that all Contractors doing business with the City of Franklin must, as a term of their contract:

1. Enroll in and verify the work eligibility status of newly hired employees of the contractor through the E-Verify programs (but is not required to do this if the E-Verify program no longer exists); and
2. Verify, by signature below, that the Contractor does not knowingly employ unauthorized aliens.

I, _____, a duly authorized agent of:

_____(name of Company),
declare under penalties of perjury that:

_____(name of Company)
does not employ unauthorized aliens to the best of its knowledge and belief.

(Name of Company)

By: _____
(Authorized Representative of Company)

Subscribed and sworn to before me on this _____ day of _____, 20____.

My Commission Expires: _____

County of Residence: _____

Notary Public – Signature

Notary Public – Printed Name

CITY OF FRANKLIN, INDIANA
Franklin Tech Park
Sanitary Sewer Relocation

NOTICE OF AWARD

To:

Project Description: The project shall relocate approximately 2,300 lineal feet of 30" sanitary sewer within the Franklin Tech Park, near the south end of Bartram Parkway. The work shall consist of the coring of existing sanitary manholes; the installation of new sanitary sewer pipe and manholes; reconstruction of impacted paved side ditch; and miscellaneous drainage swale reconstruction. All work is specified in the Construction Schedule and Specifications for said project.

The Owner has considered the Proposal submitted by you for the above described Work in response to the City's request and Instructions to Bidders.

It is the intent of the Owner to accept your proposal and enter into a contract for the items listed in the Proposal in the amount of _____

You are required by the Instructions to Bidders to execute the Contract Agreement and furnish the required Performance, Maintenance and Payment Bond within seven (7) calendar days from the date of this Notice to you.

If you fail to execute said Contract Agreement and to furnish said Bonds within fifteen (15) calendar days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Proposal as abandoned. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Owner.

Dated this ____ day of _____, 2012.

CITY OF FRANKLIN, INDIANA
OWNER

By: _____

Title: Joe McGuinness, Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____

this _____ day of _____, 2012.

By: _____

Title: _____

City of Franklin
CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2012, by and between the _____, hereinafter referred to as the "City", and _____, hereinafter referred to as the "Contractor" for the **Franklin Tech Park – Sanitary Sewer Relocation** for the contract amount of: \$_____.

WITNESSETH:

ARTICLE 1. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the City, the said Contractor shall furnish all labor, equipment, and material and shall perform all work necessary to complete the improvements in a good and substantial manner, ready for use, and in strict accordance with this Contract, a copy of which is filed pursuant to law in the office of the Clerk- Treasurer in City Hall.

ARTICLE 2. It is hereby further agreed that in consideration of the faithful performance of the work by the Contractor, the City shall pay the Contractor the compensation due it by reason of said faithful performance of the work, at stated intervals and in the amount approved by representative of the City, in accordance with the provisions of this Contract.

ARTICLE 3. It is hereby further agreed that, at the completion of the work and its acceptance by the City, all sums due the Contractor by reason of its faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid the Contractor by the City after said completion and acceptance.

ARTICLE 4. It is hereby further agreed that any reference herein to the "Contract" shall include all "Contract Documents" which include the Agreement, the Advertisement for Bid, the Information for Bidders, the Insurance Requirements, the Special Provisions, the Proposal, and the Bid forms, and said "Contract Documents" are hereby made a part of this Agreement as fully as if set out at length herein, and that this Contract is limited to the items in the Proposal as signed by the "Contractor" and included in the "Contract Documents".

ARTICLE 5. The Contractor agrees to perform all of the work described in the Contract Documents for the unit prices and lump sums as submitted in the Bid, taking into consideration additions to or deductions from the Total Bid by reason of alterations or modifications of the original quantities or by reason of "Extra Work" authorized under this Agreement in accordance with the provisions of the Contract Documents. The Contractor agrees that alternations or modifications to the Contract shall not be made unless agreed upon in writing prior to performance. City shall not be responsible for payment of work done without this prior approval.

ARTICLE 6 The Work performed by the Contractor shall be at the risk of that Contractor exclusively.

To the fullest extent permitted by law, Contractor shall indemnify, defend (at their sole expense) and hold harmless the **City of Franklin** and their employees ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the Work performed, materials furnished, or Services provided under this Agreement by the Contractor or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of the Contractor, its employees or agents, whether active or passive. The Contractor's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated.

ARTICLE 7 Upon execution of this Agreement, and prior to the Contractor commencing any work or services, the Contractor shall provide the **City of Franklin** with a Certificate of Insurance as evidence of Commercial General Liability insurance, Workers' Compensation and Automobile Liability for any employees, agents, or Subcontractors of the Contractor.

The Contractor's liability coverage shall use ISO form CG 00 01 10 01 (or equivalent coverage) and include the **City of Franklin** as an Additional Insured using ISO Form CG 20 10 11 85 (or equivalent coverage) or on the combination of ISO Forms CG 20 10 10 01 and CG 20 37 10 01 (or equivalent coverage). This Additional Insured coverage shall apply as primary & non-contributory insurance with respect to any other insurance afforded to the **City of Franklin**. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from explosion, collapse, underground property damage or work performed by subcontractors.

The coverage limits shall not be less than the following:

Commercial General Liability Insurance:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal and Advertising Injury

Workers' Compensation and Employers' Liability Insurance:

\$ 500,000 Bodily Injury by Accident
\$ 500,000 Bodily Injury by Disease - Policy Limit
\$ 500,000 Bodily Injury by Disease - Each Employee

Automobile Liability Insurance:

\$1,000,000 Each Accident

Commercial Umbrella Liability:

\$1,000,000 Each Occurrence
\$1,000,000 Aggregate

All coverage shall be placed with an insurance company duly admitted in the State of Indiana and have an AM Best rating of "A-" or better. Each Certificate of Insurance shall provide that the insurer must give the **City of Franklin** at least 30 days' prior written notice of cancellation and termination of the

Contractor's coverage.

ARTICLE 8 If the contractor fails to perform in a timely and workman like manner the City may recover damages, including reasonable attorney fees, costs, and mitigation expenses due to contractor's breach

IN WITNESS WHEREOF, the City and the Contractor, respectively, have caused this Agreement to be duly executed in day and year first herein written in Three (3) copies, all of which to all intents and purposes shall be considered as the original.

CONTRACTOR

By: _____

(Name and Office or Position of Signer)

CITY OF FRANKLIN

By: _____

Date: _____

ATTEST:

CITY OF FRANKLIN, INDIANA
Franklin Tech Park
Sanitary Sewer Relocation

NOTICE TO PROCEED

To:

Date:

Project Description: The project shall relocate approximately 2,300 lineal feet of 30" sanitary sewer within the Franklin Tech Park, near the south end of Bartram Parkway. The work shall consist of the coring of existing sanitary manholes; the installation of new sanitary sewer pipe and manholes; reconstruction of impacted paved side ditch; and miscellaneous drainage swale reconstruction. All work is specified in the Construction Schedule and Specifications for said project.

You are hereby notified to commence work in accordance with the Contract Agreement dated the

_____ day of _____, 2012.

City of Franklin

By: _____
Joe McGuinness, Mayor

Date: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

this _____ day of _____, 2012.

By: _____

Title: _____